

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

REBGENIX, LLC

AND

THE SELLERS NAMED HEREIN,

dated as of

October 31, 2023

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Stock Purchase Agreement (this “**Agreement**”), dated as of October 31, 2023, is entered into by and F&R Holdings I, LLC, a Delaware limited liability company (the “**Company**”), Rebgenix, LLC, a Delaware limited liability company (“**Buyer**”), the Persons set forth on Schedule A (each, a “**Seller**” and collectively, the “**Sellers**”).

Recitals

WHEREAS, Sellers collectively own fifty percent (50%) of the issued and outstanding membership interests in the Company (the “**Membership Interests**”), as set forth in further detail on Schedule A; and

WHEREAS, Sellers wish to sell to Buyer, and Buyer wishes to purchase from Sellers, the Membership Interests, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this ARTICLE I:

“**Accounting Principles**” means the accounting policies, practices, procedures, and methods, classifications, conventions, categorizations, definitions, judgments, elections, assumptions, inclusions, exclusions, techniques and valuation and estimation methods used to calculate the Closing Payment Certificate.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

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

“**Agreement**” has the meaning set forth in the preamble.

“**Ancillary Documents**” means the Assignments and all other documents delivered in connection with this Agreement.

“Anti-Bribery Laws” means anti-bribery and anti-corruption Laws, regulations or ordinances applicable to the Company from time to time, including without limitation (i) the U.S. Foreign Corrupt Practices Act of 1977 (ii) the United Kingdom Bribery Act; (iii) anti-bribery legislation promulgated by the European Union and implemented by its member states; and (iv) legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“Anti-Money Laundering Laws” means anti-money laundering-related Laws applicable to the Company from time to time, including without limitation the applicable financial recordkeeping and reporting requirements of (i) the U.S. Currency and Foreign Transaction Reporting Act of 1970 and (ii) the EU Anti-Money Laundering Directives and any laws, decrees, administrative orders, circulars, or instructions implementing or interpreting the same.

“Assignment” has the meaning set forth in Section 7.02(c).

“Balance Sheet” has the meaning set forth in Section 3.06(a).

“Balance Sheet Date” has the meaning set forth in Section 3.06(a).

“Benefit Plan” has the meaning set forth in Section 3.13(a).

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in California are authorized or required by Law to be closed for business.

“Buyer” has the meaning set forth in the preamble.

“Buyer Indemnitees” has the meaning set forth in Section 8.02.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

“Closing” has the meaning set forth in Section 2.04.

“Closing Cash” means the consolidated amount of cash and U.S. government Treasury bills, bank certificates of deposit, bankers’ acceptances, corporate commercial paper, and other money market instruments of the Company and its Subsidiaries determined as of the Effective Time. Closing Cash shall be determined in accordance with the Accounting Principles.

“Closing Date” has the meaning set forth in Section 2.04.

“Closing Payment Certificate” has the meaning set forth in Section 2.01.

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

“Company” has the meaning set forth in the preamble.

“Company Insurance Policies” has the meaning set forth in Section 3.20.

“Company Intellectual Property” has the meaning set forth in Section 3.10(a).

“Company IT Systems” means all software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology (IT) networks and systems (including telecommunications networks and systems for voice, data, and video) owned, leased, licensed, or used (including through cloud-based or other third-party service providers) by the Company or its Subsidiaries.

“Contracts” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“Current Assets” means, with respect to the Company and its Subsidiaries, the current assets, but excluding (a) deferred Tax assets, (b) receivables from any of the Company’s Affiliates, directors, employees, officers or stockholders and any of their respective Affiliates, and (c) Closing Cash. Current Assets shall be determined on a consolidated basis in accordance with the Accounting Principles.

“Current Liabilities” means, with respect to the Company and its Subsidiaries, current liabilities, but excluding (a) income Tax amounts and (b) any amounts included in Indebtedness or Transaction Expenses. Current Liabilities shall be determined on a consolidated basis in accordance with the Accounting Principles.

“Direct Claim” has the meaning set forth in Section 8.04(c).

“Disclosure Schedules” means the Disclosure Schedules delivered by Sellers concurrently with the execution and delivery of this Agreement.

“Dispute Notice” has the meaning set forth in Section 8.04(c).

“Dollars” or “\$” means the lawful currency of the United States.

“Effective Time” means 12:01 a.m. eastern time on the Closing Date.

“Employees” means those Persons employed by the Company immediately prior to the Closing.

“Encumbrance” means any lien, pledge, mortgage, deed of trust, security interest, charge, claim, easement, encroachment, right of first refusal or other similar encumbrance.

“Environmental Claim” means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“Environmental Law” means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

“Environmental Permit” means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“Estimated Closing Cash” has the meaning set forth in Section 2.01.

“Export Control Laws” means the U.S. Export Administration Act, U.S. Export Administration Regulations, U.S. Arms Export Control Act, U.S. International Traffic in Arms Regulations; the U.K. Export Control Act 2002 (as amended and extended by the Export Control Order 2008); and other similar export control Laws or restrictions applicable to the Company from time to time.

“Final Purchase Price” has the meaning set forth in Section 2.01.

“Financial Statements” has the meaning set forth in Section 3.06(a).

“GAAP” means United States generally accepted accounting principles in effect as of the relevant dates thereof.

“Governmental Authority” means any U.S. federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority, or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Materials” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

“Indebtedness” means all indebtedness, principal, interest, premiums, penalties or other obligations of the Company and its Subsidiaries in respect of: (a) borrowed money, (b) obligations evidenced by bonds, debentures, notes or other similar instruments or debt securities, (c) the deferred purchase price of property or services other than accounts payable in the ordinary course of business and consistent with past practice, including deferred purchase consideration for acquired entities, deferred rent, all conditional sale liabilities and all liabilities under any title retention agreement (d) capital lease obligations as determined in accordance with GAAP as in effect as of Closing, but excluding the effects of ASC 842, (e) reimbursement obligations under letters of credit or similar credit transactions, (f) obligations under any interest rate or currency swap or other hedging transaction (based upon the underlying notional, not book value), (g) dividends or distributions owed, whether accrued for or not, (h) income Taxes through the Closing Date, (i) obligations under factoring or similar arrangements, (j) deferred revenue, (k) off-balance sheet liabilities, (l) profit sharing distributions, (m) obligations of the Company or its Subsidiaries in respect of any severance, bonus, incentive or deferred compensation arrangements (excluding Transaction Expenses), (n) any outstanding obligations of the Company or its Subsidiaries under credit cards, (o) any Indebtedness of the type referred to in clauses (a) through (n) above guaranteed directly or indirectly in any manner by any of the Company or its Subsidiaries, and (p) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (a) through (o).

“Indemnification Holdback” means the sum of \$100,000 to be held by Buyer, subject to the terms and conditions set forth in Section 2.03(a)(i) and Section 8.05.

“Indemnified Party” has the meaning set forth in Section 8.04.

“Indemnifying Party” has the meaning set forth in Section 8.04.

“Initial Purchase Price” means \$2,550,000.

“Intellectual Property” means any and all of the following in any jurisdiction throughout the U.S. or anywhere else in the world: trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; copyrightable works, copyrights, whether registered or unregistered, claims of copyright, assignments of copyright, design rights, rights to mask works and database rights, including all applications and registrations related to the foregoing; trade

secrets, confidential know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; patents, patent applications, patent disclosures, and patentable inventions; internet domain names and associated addresses and URLs and all content and data thereon or related thereto; and other intellectual property and related proprietary rights, interests and protections.

“**IRS**” has the meaning set forth in Section 3.15(a)(vi).

“**Knowledge of Seller**” or “**Seller’s Knowledge**” or any other similar knowledge qualification, means the actual knowledge of Frank C. Camarda or Suzanne Camarda, after due inquiry.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Leases**” has the meaning set forth in Section 3.09(a)(iv)(c).

“**Losses**” means any loss, damage, liability, deficiency, Action, judgment, interest, award, penalty, fine, cost or expense of whatever kind, including reasonable attorneys’ fees and accountants’ fees incurred in the defense of any Action.

“**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is materially adverse to (b) the business, results of operations, financial condition or assets of the Company and its Subsidiaries, or (c) the ability of Sellers to consummate the transactions contemplated hereby.

“**Material Contracts**” has the meaning set forth in Section 3.08(a).

“**Membership Interests**” has the meaning set forth in the recitals.

“**Offsite Facility**” means any facility which is not presently, and never has been, owned, leased or occupied by the Company or any of its Subsidiaries.

“**Organizational Documents**” means (a) in the case of a Person that is a corporation, its articles or certificate of incorporation and its by-laws, regulations or similar governing instruments required by the laws of its jurisdiction of formation or organization; (b) in the case of a Person that is a partnership, its articles or certificate of partnership, formation or association, and its partnership agreement (in each case, limited, limited liability, general or otherwise); (c) in the case of a Person that is a limited liability company, its articles or certificate of formation or organization, and its limited liability company agreement or operating agreement; and (d) in the case of a Person that is none of a corporation, partnership (limited, limited liability, general or otherwise), limited liability company or natural person, its governing instruments as required or contemplated by the laws of its jurisdiction of organization.

“**Parties**” means each Person identified in the preamble.

“Partnership Audit Rules” means the provisions of Subchapter C of Chapter 63 of the Code, as revised by Section 1101 of the 2015 Budget Act, as such provisions may thereafter be amended and including Treasury Regulations or other guidance issued thereunder.

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certifications, accreditation, and consents required to be obtained from Governmental Authorities.

“Permitted Encumbrances” has the meaning set forth in Section 3.09(a).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Personal Information” means, in addition to any definition for any substantially similar term (e.g., “personally identifiable information” or “PII”) provided by applicable Law, or by the Company or its Subsidiaries in any of its privacy policies, notices, or contracts, all information that identifies, could be used to identify, or is otherwise associated with an individual person, including name, physical address, telephone number, email address, financial information, financial account number, or government-issued identifier. Personal Information may relate to any individual, including a current, prospective, or former customer, end user or employee of any person, and includes information in any form or media, whether paper, electronic or otherwise.

“Pre-Closing Tax Period” has the meaning set forth in Section 6.05.

“Privacy Laws” means any and all applicable Laws, legal requirements and self-regulatory guidelines (including of any applicable foreign jurisdiction) relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (both technical and physical), disposal, destruction, disclosure, or transfer (including cross-border) of Personal Information, including the Federal Trade Commission Act, the Payment Card Industry Data Security Standard (PCI-DSS), and any all applicable Laws relating to breach notification in connection with Personal Information.

“Qualified Benefit Plan” has the meaning set forth in Section 3.13(b).

“Real Property” means the real property owned, leased or subleased by the Company or its Subsidiaries, together with all buildings, structures and facilities located thereon.

“Related Party” means (a) the Sellers or any of their respective Affiliates or (b) any member, officer, director, manager or key employee of the Sellers or any immediate family members or Affiliates of any of the foregoing.

“Release” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

JK

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“Restricted Business” means the business of health care ancillary services and insurance products associated with health care including, for the avoidance of doubt, any products and/or services currently for sale and/or in development by the Company and its Subsidiaries as of the date hereof.

“Restricted Period” has the meaning set forth in Section 5.08(a).

“Sanctioned Person” means a Person that is (a) the subject of Sanctions, (b) located in, ordinarily resident of or organized under the Laws of a country or territory which is or has been the subject of country- or territory-wide Sanctions within the last five years (including without limitation Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region), or (c) majority-owned or controlled by any of the foregoing.

“Sanctions” means those trade, economic and financial sanctions Laws, embargoes, and restrictive measures (in each case having the force of law) administered, enacted or enforced from time to time by (a) the United States (including without limitation the Department of Treasury, Office of Foreign Assets Control), (b) the European Union and enforced by its member states, (c) the United Nations or (d) other similar Governmental Authorities with regulatory authority over the Company from time to time.

“SBA” means the United States Small Business Administration.

“Sellers” has the meaning set forth in the preamble.

“Straddle Period” has the meaning set forth in Section 6.02.

“Subsidiary” means any Person in which the Company has an equity interest, whether directly or indirectly.

“Tax Contest” has the meaning set forth in Section 6.04.

“Taxes” means all U.S. federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, unclaimed property and escheat, value added, goods and services, harmonized sales, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Taxing Authority” means any Governmental Authority or any subdivision, agency, commission or authority thereof, or any quasi-governmental or private body having jurisdiction over the assessment, collection or imposition of Taxes.

“Tax Records” has the meaning set forth in Section 6.06.

“**Tax Return**” means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Territory**” means anywhere in the United States and Canada.

“**Third Party Claim**” has the meaning set forth in Section 8.04(a).

“**Top Customer**” has the meaning set forth in Section 3.23(a).

“**Top Supplier**” has the meaning set forth in Section 3.23(b).

“**Transaction Expenses**” means all out-of-pocket fees and expenses incurred by the Sellers in connection with the Agreement and the transactions contemplated hereby, including, but not limited to, (a) the fees and expenses of investment bankers, legal counsel, accountants and other advisors, (b) all fees, costs and expenses incurred in connection with or by virtue of the negotiation, preparation and review of this Agreement (including the Exhibits and the Disclosure Schedules hereto) and all other ancillary documents, and (c) any transaction related bonuses or any change of control, severance or termination payments, incentive equity payments or option termination payments payable by the Company in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement and the employer portion of employment Taxes associated therewith; provided that in no event shall any amount included in the determination of Indebtedness (in each case, in accordance with the respective definitions thereof) be included in the determination of Transaction Expenses.

“**WARN Act**” means the U.S. federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II PURCHASE AND SALE

Section 2.01 Delivery of Closing Payment Certificate; Calculation of Purchase Price. Prior to the Closing Date, the Company shall prepare and deliver to the Buyer a certificate, in form and substance reasonably satisfactory to the Buyer (the “**Closing Payment Certificate**”), setting forth its calculation of the Purchase Price in accordance with the Accounting Principles and the terms of this Agreement and wire instructions for each Seller. For the avoidance of doubt, the Sellers are responsible for all Transaction Expenses. Sellers hereby authorize and instruct Buyer to deduct the amount of the Indemnification Holdback from the Purchase Price otherwise payable to the Sellers at Closing. The Parties agree to revise and adjust the Purchase Price after the Closing so that the Purchase Price shall equal an aggregate amount of exactly \$2,100,000 after taxes paid by the Sellers as a result of the sale. If there is any deficiency, the Buyer shall pay the Sellers that amount within 30 days of receipt of the Company CPA’s certification of the amount due; if there is an excess, the Sellers shall pay the Buyer that amount within 30 days of receipt of the Company CPA’s certification of the amount overpaid; provided, however, that in no event shall the amount paid by the Buyer or the Sellers hereunder exceed \$50,000 in the aggregate.

Section 2.02 Purchase and Sale. Pursuant to the terms and subject to the conditions set forth herein, at the Closing, the Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from the Sellers, all right title and interest in and to the Membership Interests, free and clear of all Encumbrances, in exchange for the consideration described in Section 2.01, subject to the terms hereof.

Section 2.03 Transactions to be Effected at the Closing.

(a) At the Closing, Buyer shall make the following payments:

(i) to the account of each Seller (in proportion to their ownership interests in the Company as reflected on Schedule A), an amount equal to their pro rata share of the Purchase Price less the Indemnification Holdback.

(b) At the Closing, Buyer shall deliver to Sellers all other agreements, documents, instruments or certificates required to be delivered by Buyer at or prior to the Closing pursuant to Section 7.03.

(c) At the Closing, Sellers shall deliver to Buyer all other agreements, documents, instruments or certificates required to be delivered by Sellers at or prior to the Closing pursuant to Section 7.02 of this Agreement.

Section 2.04 Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the Membership Interests contemplated hereby shall take place at a closing (the "**Closing**") to be held at 10:00 a.m., Central time, no later than three (3) Business Days after the last of the conditions to Closing set forth in ARTICLE VII have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), at the offices of the Company, virtually or at such other time or on such other date or at such other place as Sellers and Buyer may mutually agree upon in writing (the day on which the Closing takes place being the "**Closing Date**").

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS**

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Sellers hereby represent and warrant, jointly and severally, to Buyer that the statements contained in this Article III are true and correct as of the date hereof. All references to the Company in this Article III shall be deemed to be references to the Company and its Subsidiaries.

Section 3.01 Organization and Authority of Sellers. Each Seller which is not a natural person is an entity duly organized, validly existing and in good standing under the Laws of the state of its formation. Each Seller has full power and authority to enter into this Agreement and the Ancillary Documents to which such Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each Seller of this Agreement and any Ancillary Document to which such Seller is a party, the performance by each Seller of its obligations hereunder and thereunder, and the consummation by each Seller of the transactions contemplated hereby and

thereby have been duly authorized by all requisite corporate or limited liability company action (to the extent applicable) on the part of such Seller. This Agreement has been duly executed and delivered by each Seller, and (assuming due authorization, execution, and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of the Sellers enforceable against the Sellers in accordance with its terms. When each Ancillary Document to which any Seller is or will be a party has been duly executed and delivered by such Seller, such Ancillary Document will constitute a legal and binding obligation of such Seller enforceable against it in accordance with its terms.

Section 3.02 Organization, Authority and Qualification of the Company.

The Company is duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all necessary power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it is currently conducted. The Company is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted make such licensing or qualification necessary. Illinois is the only state or foreign jurisdiction in which the Company has employees, facilities or is qualified to do business. The Company has the requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions hereby. The Company has taken or will take prior to the Closing all corporate actions needed to authorize the Company's actions in connection with this Agreement and the transactions contemplated hereby. All such corporate actions taken by the Company in connection with this Agreement will be duly authorized on or prior to the Closing.

Section 3.03 Capitalization.

(a) The Sellers are the record owners of and have good and valid title to the Membership Interests, free and clear of all Encumbrances. The Membership Interests constitute 50% of the total issued and outstanding membership interests in the Company. The Membership Interests have been duly authorized and are validly issued, fully-paid and non-assessable. Upon consummation of the transactions contemplated by this Agreement, Buyer shall own all of the Membership Interests, free and clear of all Encumbrances.

(b) The Membership Interests were issued in compliance with applicable Laws. The Membership Interests were not issued in violation of the Organizational Documents of the Company or any other agreement, arrangement, or commitment to which any of the Sellers or the Company is a party and are not subject to or in violation of any preemptive or similar rights of any Person.

(c) Except for a right of first refusal in favor of the Sawicz Group, there are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any membership interests in the Company or obligating any Seller or the Company to issue or sell any membership interests (including the Membership Interests), or any other interest, in the Company. Other than the Organizational Documents, there are no voting trusts, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Membership Interests.

Section 3.04 Subsidiaries. Except as previously disclosed in writing to Buyer, the Company does not own, or have any interest in, any shares or have an ownership interest in any other Person.

Section 3.05 No Conflicts; Consents. The execution, delivery and performance by the Sellers of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in a violation or breach of any provision of any organizational documents of any Seller or the Company; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to any Seller or the Company; or (c) except with respect to the NPS transaction and the GTL Agreement, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any Material Contract. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to any Seller or the Company in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.06 Financial Statements.

(a) True, correct and complete (in all material respects) copies of the Company's unaudited consolidated reviewed financial statements prepared on a consolidated basis consisting of the balance sheet of the Company and its Subsidiaries as at December 31 in each of the years 2021 and 2022 and the related statements of for the years then ended (the "Annual Financial Statements") and unaudited financial statements consisting of the balance sheet of the Company as at [September 30], 2023 and the related statements of income for the nine-month period then ended (the "Interim Financial Statements" and together with the Annual Financial Statements, the "Financial Statements") have been made available to Buyer. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments and the absence of notes, and fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated. All material assets and liabilities of the Company have been incorporated into such Financial Statements and there has been no impairment to any of such assets nor unrecorded or contingent liabilities that have been excluded from such Financial Statements. The Financial Statements have been prepared from the books and records of the Company. The balance sheet of the Company as of September 30, 2023 is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date".

(b) The Company maintains a system of internal accounting controls and procedure sufficient to provide reasonable assurance in all material respects: (A) transactions are executed in accordance with the Company's policies; (B) transactions are recorded as necessary to permit preparation of the Financial Statements in accordance with Section 3.06(a); and (C) access to assets is permitted in accordance with management's general or specific authorization.

(c) Except as otherwise disclosed in writing to Buyer, the Company has no liabilities, Indebtedness, obligations or commitments of any nature whatsoever, asserted or

unasserted, known or unknown, absolute or contingent, accrued or unaccrued, or matured or unmatured or otherwise, whether or not required by GAAP to be reflected or reserved against in a balance sheet of the Company, except (i) those which are fully reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, and (ii) those which have been incurred in the ordinary course of business, consistent with past practice, since the Balance Sheet Date and which do not, individually or in the aggregate, exceed \$10,000 (none of which relates to breach of Contract, breach of warranty, tort infringement or violation of Law).

Section 3.07 Absence of Certain Changes, Events and Conditions. Except as expressly contemplated by the Agreement or as set forth on Section 3.07 of the Disclosure Schedules, from the Balance Sheet Date until the date of this Agreement, the Company has operated in the ordinary course of business, consistent with past practice, in all material respects and there has not been, with respect to the Company, any:

- (a) event, occurrence or development that has had a Material Adverse Effect;
- (b) material amendment of the charter, by-laws or other organizational documents of the Company;
- (c) split, combination or reclassification of any of its equity interests;
- (d) issuance, sale or other disposition of any of its equity interest, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its equity interests;
- (e) declaration or payment of any dividends or distributions on or in respect of any of its equity interests or redemption, purchase or acquisition of its equity interests;
- (f) material change in any method of accounting or accounting practice of the Company, except as disclosed in the notes to the Financial Statements;
- (g) incurrence, assumption or guarantee of any indebtedness for borrowed money in an aggregate amount exceeding \$10,000, except unsecured current obligations and liabilities incurred in the ordinary course of business consistent with past practice;
- (h) sale or other disposition of any of the assets shown or reflected on the Balance Sheet, except in the ordinary course of business consistent with past practice;
- (i) increase in the compensation of its Employees, other than as provided for in any written agreements or in the ordinary course of business consistent with past practice;
- (j) adoption, amendment or modification of any Benefit Plan, the effect of which in the aggregate would increase the obligations of the Company by more than 5% percent of its existing annual obligations to such plans;
- (k) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or equity interests of, or by any other manner, any business or any Person or any division thereof;

(l) 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;

(m) wrote up, wrote down or wrote off the book value of any of its material assets, except as disclosed in the notes to the Financial Statements;

(n) incurrence of any capital expenditures, individually or in the aggregate, in excess of \$10,000 except as otherwise disclosed to Buyer in writing;

(o) entry into, amendment, modification or termination of any Material Contract other than in the ordinary course of business consistent with past practices; or

(p) any agreement to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 3.08 Material Contracts.

(a) Each of the following contracts and other agreements of the Company (together with all Leases, collectively, the "**Material Contracts**") have been provided to Buyer for review:

(i) each agreement of the Company involving aggregate consideration in excess of \$10,000 or requiring performance by any party more than one year from the date hereof, which, in each case, cannot be cancelled by the Company without penalty or without more than 180 days' notice;

(ii) all agreements that relate to the sale of any of the Company's assets, other than in the ordinary course of business, for consideration in excess of \$10,000;

(iii) all agreements that relate to the acquisition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(iv) except for agreements relating to trade receivables, all agreements relating to indebtedness (including, without limitation, guarantees) of the Company, in each case having an outstanding principal amount in excess of \$10,000;

(v) all agreements between or among a member of the Company on the one hand and the Sellers or any Affiliate of the Sellers (other than the Company) on the other hand;

(vi) all collective bargaining agreements or agreements with any labor organization, union or association to which the Company is a party;

(vii) employment agreements providing for an annual aggregate compensation (including base and bonus) in excess of \$100,000 or severance, retention, change of control or similar payments;

(viii) independent contractor or consulting agreements providing for annual payments in excess of \$50,000;

(ix) any agreement (including sales and purchase orders) involving the obligation of the Company to deliver products or services for payments totaling more than \$50,000 in any calendar year;

(x) any agreement (including sales and purchase orders) resulting in, or reasonably likely to result in, payments by the Company in excess of \$50,000 in any calendar year;

(xi) distributor, dealer and franchise agreements;

(xii) agreements with a Top Customer or a Top Supplier;

(xiii) agreements with any Governmental Authority;

(xiv) agreements that limit or purport to limit the ability of the Company to compete in any line of business or with any Person or in any geographic area or during any period of time;

(xv) agreements granting to any Person a right of first refusal or option to purchase or acquire any assets, "most favored status," "favored pricing," or which impose any minimum purchase obligations (or similar terms);


(xvi) partnership or joint venture agreements;

(xvii) loan or credit agreements, pledge agreements, notes, security agreements, mortgages, debentures, indentures, factoring agreements, letters of credit, or any other agreement evidencing or relating to the incurrence of Indebtedness;

(xviii) agreements pursuant to which the Company (1) is a licensee or otherwise grants any right or interest relating to the Intellectual Property rights of any third-party, other than commercially available "off-the-shelf" software licensed to the Company in the ordinary course of business with aggregate annual fees of less than \$10,000 or (2) is a licensor or otherwise grants any right or interest related to any Company Intellectual Property;

(xix) leases or subleases, either as a lessee or sublessee, lessor or sublessor, of personal property or intangibles, where the obligations result in, or reasonably likely to result in, payments in excess of \$10,000 in any calendar year;

(xx) leases or subleases, as lessee or sublessee, of leased Real Property;

Handwritten initials 'JK' and a signature.

(xxi) agreements that provide for the indemnification by the Company of any Person or the assumption of any tax, environmental or other liability of any Person;

(xxii) agreements related to the settlement of any Action against the Company; and

(xxiii) agreements between the Company, on the one hand, and any Related Party on the other hand.

(b) Each Material Contract is valid and binding on the Company in accordance with its terms and is in full force and effect. The Company is not in breach of, or default under (or is alleged to be in breach of or default under), any Material Contract, and to Seller's Knowledge, none of any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) any Material Contract. The Company has not provided or received any notice of any intention to terminate any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer.

Section 3.09 Title to Assets; Real Property; Sufficiency of Assets.

(a) The Company has good and valid title to, or a valid leasehold interest in, all Real Property and tangible personal property and other assets reflected in the Annual Financial Statements or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "**Permitted Encumbrances**"):

(i) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures;

(ii) mechanics, carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business for sums not yet due;

(iii) easements, rights of way, zoning ordinances, imperfections of title and other similar encumbrances affecting Real Property which are not material in amount or do not materially detract from the value of or materially impair the existing use of the affected Real Property;

(iv) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not material in amount and under which the Company is in not in default.

(b) The Company does not now and has never owned any Real Property except for the Danville property.

(c) Section 3.09(c) of the Disclosure Schedules lists the street address of each parcel of leased Real Property, and a list, as of the date of this Agreement, of all leases for each parcel of leased Real Property (collectively, "Leases"), including the identification of the lessee and lessor thereunder. The Real Property constitutes all the real property, owned, leased or otherwise held or used by the Company and are sufficient to operate the Company's business as currently conducted. The use and operation of the Real Property in the conduct of the Company's business do not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement.

(d) With respect to leased Real Property, the Sellers have made available to Buyer true, complete and correct copies of all leases, subleases, licenses or occupancy agreements (together with all amendments, extensions and other related agreements) or all relevant information related to such leased Real Property. All leases with respect to the leased Real Property are valid, binding and in full force and effect as to the Company, and to the Seller's Knowledge, the other parties thereto. The Company is not in, or has not received notice of, a material default thereunder, and there is no material default by the other contracting parties thereto. The Company has not received written notice from any Governmental Authority and there is no existing or, to the Seller's Knowledge, proposed or contemplated condemnation or eminent domain proceeding that would affect the leased Real Property. The Company has not subleased, licensed or otherwise granted any third party the right to use or occupy the leased Real Property or any portion thereof.

(e) All material equipment and other items of tangible personal property and material assets of the Company are in operating condition (ordinary wear and tear and obsolescence in the ordinary course of business excepted) and are usable in the ordinary course. The tangible and intangible rights, assets and properties held by the Company include all of the tangible and intangible rights, assets and properties necessary to conduct the operations of the Company as presently and historically conducted, and none of such rights, assets or properties are owned by Sellers or any other Person.

Section 3.10 Intellectual Property; Privacy.

(a) Sellers have provided to Buyer a list of all issued patents, registered trademarks, domain names and copyrights, and pending applications for any of the foregoing and all material unregistered Intellectual Property that are owned by the Company (the "Company IP Registrations"). The Company owns or has the valid and enforceable right to use all Intellectual Property used or held for use in or necessary for the conduct of the Company's business as currently conducted (the "Company Intellectual Property"), free and clear of all Encumbrances. All of the Company Intellectual Property is valid and enforceable, and all Company IP Registrations are subsisting and in full force and effect. The Company has taken all reasonable and necessary steps to maintain and enforce the Company Intellectual Property.

JK



(b) The conduct of the Company's business as currently and formerly conducted has not infringed, misappropriated, or otherwise violated the Intellectual Property or other rights of any Person. No Person has infringed, misappropriated, or otherwise violated any Company Intellectual Property.

(c) All of the Company Intellectual Property is valid and enforceable, and all registered Company.

(d) The Company has taken and use commercially reasonable measures to preserve and maintain and protect the performance, confidentiality, integrity and security of the Company IT Systems (and all software, information or data stored thereon) used in the conduct of the business of the Company. The Company IT Systems are adequate and sufficient for the operation of the Company's business, and to the Seller's Knowledge, there has been no authorized access to or use of the Company IT Systems (or any software, information or data stored thereon).

(e) The Company and any person acting for or on the Company's behalf have at all times complied in all material respects with (i) applicable Privacy Laws; (ii) all of the Company's policies and notices regarding Personal Information, and (ii) all of the Company's contractual obligations with respect to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (technical, physical and administrative), disposal, destruction, disclosure, or transfer (including cross-border) of Personal Information. The Company has not received any written notice of any claims (including notice from third parties acting on its behalf) of the violation of, any Privacy Laws, applicable privacy policies or contractual commitments with respect to Personal Information. To the Seller's Knowledge, there are no facts or circumstances that could form the basis of any such notice or claim. The Company's privacy policies or notices have not contained any material omissions or been misleading or deceptive.

(f) The Company has (i) implemented and at all times maintained reasonable safeguards, which safeguards are consistent with practices in the industry in which the Company operates, to protect Personal Information and other confidential data in their disclosure; and (ii) ensured that all third-party service providers, outsources, processors, or other third parties who process, store or otherwise handle Personal Information for or on behalf of the Company have agreed to comply with applicable Privacy Laws and have taken reasonable steps to protect and secure Personal Information from loss, theft, misuse or unauthorized access, use, modification or disclosure.

(g) There have been no breaches, security incidents, misuse of or unauthorized access to or disclosure of any Personal Information in the possession or control of the Company or collected, used or processed by or on behalf of the Company and the Company has not provided or been required to provide any notices to nor any third party acting at the direction or authorization of the Company has paid (i) any perpetrator of any data breach incident or cyber-attack or (ii) any third party with actual or alleged information about a data breach incident or cyber-attack, pursuant to a request for payment form or on behalf of such perpetrator or third party.

Section 3.11 Legal Proceedings; Governmental Orders.

(a) Except as set forth on Section 3.11(a) of the Disclosure Schedules, there are no Actions pending or, to Seller's Knowledge, threatened, and there has been no such Actions pending, or to Seller's Knowledge, threatened since March 1, 2016 (i) against or by the Company affecting any of its properties or assets, or (ii) against or by the Company, the Sellers or any Affiliate of the Sellers that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Company or any of its properties or assets.

Section 3.12 Compliance With Laws; Permits.

(a) The Company is and has been in compliance with all Laws applicable to it or its business, properties or assets and no Action has been filed or commenced against the Company alleging any failure to so comply.

(b) All Permits required for the Company to conduct its business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any such Permit.

Section 3.13 Employee Benefit Matters.

(a) Sellers have provided to Buyer a list of each material benefit, retirement, employment, consulting, compensation, incentive, bonus, option, restricted equity, equity appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare and fringe-benefit agreement, plan, policy and program, whether or not reduced to writing, in effect and covering one or more Employees, former employees of the Company, current or former directors of the Company or the beneficiaries or dependents of any such Persons, and is maintained, sponsored, contributed to, or required to be contributed to by the Company, or under which the Company has any material liability for premiums or benefits (each, a "**Benefit Plan**").

(b) Each Benefit Plan and related trust has been established, administered and maintained in compliance with all applicable Laws (including ERISA, the Code and applicable local Laws). Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a "**Qualified Benefit Plan**") has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, and nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from

SK
AM

the Internal Revenue Service. All benefits, contributions and premiums required by and due under the terms of each Benefit Plan or applicable Law have been timely paid in accordance with the terms of such Benefit Plan, the terms of all applicable Laws and accounting principles. With respect to any Benefit Plan, no event has occurred or is reasonably expected to occur that has resulted in or would subject the Company to a Tax under Section 4971 of the Code or the assets of the Company to a lien under Section 430(k) of the Code.

(c) No Benefit Plan: is subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code; or is a "multi-employer plan" (as defined in Section 3(37) of ERISA). The Company: has not withdrawn from any pension plan under circumstances resulting (or expected to result) in a liability to the Pension Benefit Guaranty Corporation; or has not engaged in any transaction which would give rise to a liability of the Company or Buyer under Section 4069 or Section 4212(c) of ERISA.

(d) Other than as required under Section 4980B of the Code or other applicable Law, no Benefit Plan provides benefits or coverage in the nature of health, life or disability insurance following retirement or other termination of employment (other than death benefits when termination occurs upon death).


(e) (i) There is no pending or, to Seller's Knowledge, threatened action relating to a Benefit Plan; and no Benefit Plan has within the three years prior to the date hereof been the subject of an examination or audit by a Governmental Authority.

(f) No Benefit Plan exists that could: result in the payment to any Employee, director or consultant of any money or other property; accelerate the vesting of or provide any additional rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any Employee, director or consultant, except as a result of any partial plan termination resulting from this Agreement; or limit or restrict the ability of Buyer or its Affiliates to merge, amend or terminate any Benefit Plan, in each case, as a result of the execution of this Agreement. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in "excess parachute payments" within the meaning of Section 280G(b) of the Code.

(g) Each Benefit Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings and proposed and final regulations) thereunder. The Company does not have any obligation to gross up, indemnify or otherwise reimburse any individual for any excise taxes, interest or penalties incurred pursuant to Section 409A of the Code.

Section 3.14 Employment Matters.

(a) No member of the Company is a party to, or bound by, any collective bargaining or other agreement with a labor organization representing any of its Employees. During the last twelve (12) months, there has not been, nor, to Seller's Knowledge, has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor activity or dispute affecting the Company.

JX


(b) The Company is and has been in compliance with all applicable Laws pertaining to employment and employment practices to the extent they relate to employees of the Company, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence and unemployment insurance. All individuals characterized and treated by the Company as independent contractors or consultants are properly treated as independent contractors under all applicable Laws. All employees of the Company classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified. There are no Actions against the Company pending, or to the Seller's Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitral tribunal in connection with the employment or termination of employment of any current or former employee of the Company, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay or any other employment related matter arising under applicable Laws.

(c) Each current and former key employee, key consultant and officer of the Company has executed agreements with the Company regarding confidentiality, proprietary information and assignment of inventions and intellectual property substantially in the form delivered to Buyer.

Section 3.15 Taxes.

(a) Except as set forth in Section 3.15 of the Disclosure Schedules:

(i) The Company has timely filed (taking into account any valid extensions) all Tax Returns required to have been filed by or on behalf of any of them on or before the date hereof. Such Tax Returns are true, complete and correct in all material respects. The Company is not currently the beneficiary of any extension of time within which to file any Tax Return and no request for any such extension is currently pending. All material amounts of Taxes due and owing by the Company (whether or not shown to be due on any Tax Return) have been fully and timely paid.

(ii) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of the Company.

(iii) There are no ongoing actions, suits, claims, investigations or other legal proceedings by any Taxing Authority against the Company. The Company is not a party to any Action by any Taxing Authority. There are no pending or threatened Actions by any Taxing Authority.

(iv) The Company is not a party to or is bound by, or has an obligation under, any Tax allocation, sharing, indemnity or similar agreement or arrangement.

(v) All material amounts of Taxes which the Company is required by law to withhold or to collect for payment have been duly withheld and collected and have been paid to the appropriate Taxing Authority.

(vi) None of the Tax Returns of the Company is under current examination, audit, or subject to other administrative or judicial proceedings by the Internal Revenue Service ("IRS") or the appropriate state or local Taxing Authority, and the Company has not received any written notices from any Taxing Authority that such an audit or examination is contemplated or pending

(vii) No material issues that have been raised in writing by the relevant Taxing Authority in connection with the examination of any Tax Return is currently pending.

(viii) All deficiencies for a material amount of Taxes asserted or assessed against the Company by a Taxing Authority have been timely paid in full.

(ix) There are no Encumbrances for Taxes upon the assets of the Company except for Permitted Encumbrances.

(x) During the last three (3) years prior to the date of this Agreement, the Company has not constituted a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to be governed, in whole or in part, by Section 355 of the Code.

(xi) No written claim has been received by the Company from any Taxing Authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction.

(xii) The Company has not entered into a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b), and with respect to each transaction in which the Company has participated that is a "reportable transaction" within the meaning of the Treasury Regulations Section 1.6011-4(b)(1), such participation has been properly disclosed on IRS Form 8886 (Reportable Transaction Disclosure Statement) and on any corresponding form required under state, local or other law.

(xiii) The Company is not (i) subject to any private letter ruling of the IRS or any comparable rulings of any Taxing Authority, (ii) a party to any closing, advance pricing or other agreement with any Taxing Authority or (iii) the beneficiary of any tax exemption, tax holiday or similar arrangement that may be terminated or adversely affected as a result of the transactions contemplated by this Agreement.

(xiv) The Company has no (i) liability for Taxes of any Person by reason of Treasury Regulations Section 1.1502-6 (or any analogous provision of state, local or foreign Law), contract (other than a contract the principal subject matter



of which is not Tax), assumption, transferee or successor liability or operation of law or otherwise or (ii) has never been a member of an affiliated, consolidated, combined, unitary or similar group for income Tax purposes (other than a group of which it is currently a member).

(xv) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any post-Closing period as a result of (i) any change in method of accounting on or prior to the Closing Date, (ii) any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Tax Law) executed on or prior to the Closing Date, (iii) any installment sale or open transaction disposition made on or prior to the Closing Date, (iv) any prepaid amount of received or deferred revenue recognized on or prior to the Closing Date or (v) any election under Section 108(i) of the Code.

(xvi) No elections have been made or will be made to change the classification of the Company for federal, state, or local tax purposes.

(xvii) The Company does not have a permanent establishment in any jurisdiction outside of the United States.

(xviii) The Company does not have any tax filing obligations in any jurisdictions outside of the United States.

(xix) The Company has never had, nor does it currently have (through the Closing Date), any members or partners who qualify as "foreign partners" within the meaning of Section 1446(e) of the Code.

(b) For purposes of this Section 3.15 any reference to the Company shall be deemed to include any entity that merged with or has liquidated or converted into the Company, as applicable.

Section 3.16 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

Section 3.17 Related Party Transactions. (i) No Related Party has any direct or indirect ownership in any firm or corporation with which either the Company is affiliated or with which the Company has a business relationship or business dealings, or any firm or corporation that competes with the Company; (ii) no Related Party is directly or indirectly interested in any material contract of the Company; and (iii) no Related Party is indebted to the Company, and the Company is not indebted (or committed to make loans or extend or guarantee credit) to any Related Party.

Section 3.18 Bribery, Money Laundering, Sanctions and Export Control Laws.

(a) Neither the Company nor any director, officer or employee of the Company, to the Seller's Knowledge, any agent or other Person acting on behalf or for the benefit of the Company:

(i) has offered, promised, provided, or authorized the provision of any money, property, contribution, gift, entertainment or other thing of value, directly or indirectly, to any government official (including any officer or employee of a government or government-owned or -controlled entity or of a public international organization, or any political party or party official or candidate for political office), or any other Person acting in an official capacity, to influence official action or secure an improper advantage, or to encourage the recipient to breach a duty of good faith or loyalty or the policies of his/her employer, or otherwise in violation of any Anti-Bribery Law;

(ii) is a Sanctioned Person;

(iii) is, or has in the last five years, engaged in any dealings or transactions with, or for the benefit of, any Sanctioned Person; nor

(iv) has otherwise violated Sanctions.

(b) The Company is, and has been for the last five years, in compliance in all material respects with all material Anti-Money Laundering Laws and all material Export Control Laws.

(c) The Company is not a party to any Action (or, to the Seller's Knowledge, any inquiry or investigation) relating to any breach of Anti-Bribery Laws, Anti-Money Laundering Laws, Sanctions, or Export Control Laws.

Section 3.19 Books and Records. The books and records of the Company, all of which have been made available to Buyer, are true and correct in all material respects, have been maintained in accordance with sound business practices and the requirements of all applicable Laws, and accurately and fairly reflect, in reasonable detail, the activities of the Company in all material respects. The Company has not engaged in any material transaction, maintained any fund, asset or bank account, or used any corporate funds, except as reflected in its normally maintained books and records.

Section 3.20 Insurance. Sellers have provided Buyer with an accurate and complete list of all policies of fire, liability, workers' compensation, property, casualty, and all other forms of insurance owned or held by the Company as of the date hereof (the "**Company Insurance Policies**"). True and complete copies of the Company Insurance Policies have been made available to Buyer. All such policies are in full force and effect as of the date hereof, and will continue in effect until the Closing. No notice of cancellation or termination has been, in the three (3) years prior to the date hereof, received with respect to any such policy, and there is no existing default or event that, with the giving of notice or lapse of time or both, would constitute a default thereunder. Such policies are in amounts that are customary, adequate, and suitable in relation to the Company's business, assets, and liabilities, and all premiums to date have been paid in full. The Company is a "named insured" or an "insured" under such insurance policies.

Section 3.21 Receivables. No accounts receivable is or will be subject to any counterclaim or set-off.

Section 3.22 Inventory. All inventory of the Company, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All such inventory is owned by the Company free and clear of all Encumbrances, and no inventory is held on a consignment basis. The quantities of each item of inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of the business of the Company.

Section 3.23 Customers; Suppliers.

(a) Sellers have provided Buyer with a list of all the customers of the Company (each, a **"Top Customer"**), as measured by the dollar amount of purchases thereby during the two most recent fiscal years showing the approximate total sales by the Company to each such customer during such periods. The Company has not received any notice, and has no reason to believe, that any of its Top Customers (i) has ceased, or intends to cease after the Closing, to use its goods or services, (ii) has reduced or intends to reduce the pricing at which such Top Customer purchases goods or services from the Company or (iii) has otherwise terminated or materially reduced or intends to otherwise terminate or materially reduce its relationship with the Company.

(b) Sellers have provided Buyer with a list of all the suppliers to the Company (each, a **"Top Supplier"**), as measured by the dollar amount of purchases thereby during the two most recent fiscal years showing the approximate total purchases by the Company from each such supplier during such periods. The Company has not received any notice, and has no reason to believe, that any of its Top Suppliers has ceased, or intends to cease after the Closing, to sell its goods or services to the Company or to otherwise terminate or materially reduce its relationship with the Company.

Section 3.24 Product Liability; Product Warranty.

(a) Except as would not reasonably be expected to subject the Company to material liability, each product designed, manufactured, distributed, marketed, sold, installed, maintained or delivered by the Danville Denture Co. has been in conformity with all applicable Laws. To the Seller's Knowledge, the Danville Denture Co. does not have any liability for replacement of any such products or other damages in connection therewith or any other customer product obligations. The Danville Denture Co. has not made, and to the Seller's Knowledge, none of its suppliers or vendors has made, is planning to make, or has been required to make any recall or withdrawal of a product designed, manufactured, distributed, marketed, sold installed, maintained, or delivered by the Danville Denture Co.

(b) The Danville Denture Co. is not and has not been subject to any pending or threatened claim arising out of any injury to individuals or property as a result of the ownership, possession or use of any designed, manufactured, distributed, marketed, sold

installed, maintained, or delivered by the Danville Denture Co. The Danville Denture Co. has not committed any act or failed to commit any act, which would result in, and there has been no occurrence which would give rise to or form the basis of, any product liability or liability for breach of warranty (whether covered by insurance or not) for any product designed, manufactured, distributed, marketed, sold installed, maintained, or delivered by the Danville Denture Co. Except in the ordinary course of business consistent with past practice in the form(s) delivered to the Buyer, the Danville Denture Co. has not given to any Person any product or service guaranty or warranty, right of return or other indemnity.

Section 3.25 Environmental Matters.

(a) With respect to the Danville property, the Company is currently and has been in compliance with all Environmental Laws except for such noncompliance as would not reasonably be expected to result in the Company incurring material liabilities.

(b) The Company has obtained, maintained and complied and currently maintain and comply with all Environmental Permits that are required for the ownership, lease, operation or use of the business or assets of the Company except for such noncompliance as would not reasonably be expected to result in the Company incurring material liabilities.

(c) The Company has not received any written communication alleging any material failure by the Company to comply with any applicable Environmental Laws or Environmental Permit that remains unresolved.

(d) There is no Environmental Claim pending, or to the Seller's Knowledge, threatened, against the Company or the Real Property.

(e) There has been no Release of Hazardous Materials, other than in compliance with Environmental Laws, by (i) the Company or, to the Seller's Knowledge, by any other party, at the Real Property, or (ii) by the Company at any property formerly owned or operated by the Company or at any Offsite Facility, except in each case of the foregoing (a) or (b) for such Releases that would not reasonably be expected to result in the Company incurring material liabilities.

(f) The Company has not received any written notice from any Person that the Company is a potentially responsible party with respect to any Offsite Facility pursuant to CERCLA, or any comparable state Law that remains unresolved.

(g) The Company has made available to Buyer all material Phase I and Phase II environmental site assessment reports, material environmental audits and material inspection reports, and material environmental correspondence that are in the possession or reasonable control of the Company with respect to the past or current Real Property or operations of the Company.

Section 3.26 No Other Representations and Warranties. Except for the representations and warranties contained in this ARTICLE III (including the related portions of the Disclosure Schedules), the Sellers have not made or nor makes any other express or implied representation or warranty, either written or oral, on behalf of the Sellers, including any

representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to Buyer and its Representatives or as to the future revenue, profitability or success of the Company, or any representation or warranty arising from statute or otherwise in law.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Sellers that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Sellers) this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer 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 4.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in a violation or breach of any provision of the certificate of incorporation or by-laws of Buyer; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which Buyer is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.03 Investment Purpose. Buyer is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Membership Interests are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Membership Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. Buyer is able to bear the economic risk of holding the Membership Interests for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

Section 4.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

ARTICLE V COVENANTS

Section 5.01 Resignations. Sellers shall deliver to Buyer written resignations, effective as of the Closing Date, of Frank C. Camarda or Suzanne Camarda as officers and directors of the Company at least one (1) Business Day prior to the Closing.

Section 5.02 Confidentiality. From and after the Closing, the Sellers shall, and shall cause their respective Affiliates to, hold, and shall use their reasonable best efforts to cause their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Company, except to the extent that the Sellers can show that such information (a) is generally available to and known by the public through no fault of the Sellers, any of their Affiliates or their respective Representatives; or (b) is lawfully acquired by the Sellers, any of their Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If the Sellers or any of their Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, such Person shall promptly notify Buyer in writing and shall disclose only that portion of such information which such Person is advised by its counsel in writing is legally required to be disclosed, provided that such Person shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.03 Governmental Approvals and Other Third-Party Consents.

(a) Each party hereto shall, as promptly as possible, use its reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The Parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between the Company and Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any

such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(c) Sellers, the Company and Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents from, all third parties that are required; provided, however, that neither the Sellers, the Company nor the Buyer shall be obligated to pay any consideration therefor to any third party from whom consent or approval is requested.

Section 5.04 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by the Sellers prior to the Closing, or for any other reasonable purpose, for a period of five (5) years after the Closing, the Company shall:

(i) retain its books and records (including personnel files) relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of the Company; and

(ii) upon reasonable notice, afford the Sellers reasonable access (including the right to make, at Sellers' expense, photocopies), during normal business hours, to such books and records.

(b) The Company shall not be obligated to provide Sellers with access to any books or records (including personnel files) pursuant to this Section where such access would violate any Law.

Section 5.05 Closing Conditions. From the date hereof until the Closing, each Party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in ARTICLE VII.

Section 5.06 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

Section 5.07 Further Assurances. Following the Closing, each of the Parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 5.08 Non-Competition; Non-Solicitation.

(a) In connection with the sale by the Sellers of their membership interests in the Company, including its goodwill, which the Buyer considers to be a valuable asset, and in exchange for the consideration payable hereunder each Seller hereby agrees that for a period of five (5) years commencing on the Closing Date (the "**Restricted Period**"), no Seller nor any Affiliate of any Seller shall directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business in the Territory; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) intentionally interfere in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between the Company and customers or suppliers of the Company. Notwithstanding the foregoing, the Sellers may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if such Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person.

(b) During the Restricted Period, no Seller shall (and no Seller shall permit any of its Affiliates), directly or indirectly, to hire or solicit or enter into a business relationship with any employee or independent contractor of the Company or encourage any such employee to leave such employment, knowingly encourage or induce any employee or independent contractor of the Company to terminate or significantly reduce their employment or relationship with the Company; conspire or otherwise coordinate with other current or former Company employees to: (i) terminate or significantly reduce their employment or relationship with the Company or the employment or relationship of others currently employed with the Company; or (ii) disturb, hinder, or otherwise negatively affect the ongoing business activities of the Company or its workforce.

(c) During the Restricted Period, no Seller shall, and no Seller shall permit any of their Affiliates, to directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of the Company or potential clients or customers of the Company for purposes of diverting their business or services from the Company.

(d) Each Seller acknowledges that a breach or threatened breach of this Section 5.08 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agree that in the event of a breach or a threatened breach by a Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(e) Each Seller acknowledges that the restrictions contained in this Section 5.08 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 5.08 should ever be adjudicated to exceed the time, geographic, product or service, or other

limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law. The covenants contained in this Section 5.08 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

ARTICLE VI TAX MATTERS

Section 6.01 Tax Covenants.

(a) All transfer, documentary, sales, use, stamp, registration, value added, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be borne and paid by the Sellers when due. Sellers shall, at their own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 6.02 Straddle Period. The Company shall (in its sole discretion) prepare or cause to be prepared and file or cause to be filed its Tax Returns for any taxable periods which include (but do not end on) the Closing Date (“**Straddle Period**”) (such Tax Returns, the “**Straddle Returns**”). All Straddle Returns shall be prepared in a manner consistent with past practices of the Company, to the extent such past practice complies with Law and the provisions of this Agreement. As soon as reasonably practicable prior to the due date (including extensions) for filing the Straddle Returns (provided, that, the Company shall provide any such Tax Returns that are income Tax Returns to Sellers at least twenty (20) days prior to the due date thereof, taking into account applicable extensions), the Company shall deliver the Straddle Returns to Buyer and Sellers for review and comment. The Company shall consider in good faith all changes with respect to Straddle Returns as are reasonably requested by Buyer and Sellers and such Straddle Returns shall not be deemed complete until approved by Buyer and Sellers, such approval not to be unreasonably withheld, conditioned or delayed. The Company shall file or cause to be filed the Straddle Returns on or prior to the due date (including extensions) for filing such Straddle Returns, and shall timely pay all Taxes due as reflected on such Straddle Returns. The Sellers shall remit to the Company an amount equal to the Taxes due as reflected on such Straddle Returns, to the extent that such Taxes are apportioned to the portion of the Straddle Period ending on the Closing Date at least two days prior to the due date (including extensions) for filing such Straddle Returns. In the case of any Straddle Period, (A) real and personal ad valorem Taxes, sales Taxes, employment Taxes and other similar Taxes that, in each case, are not measured by or based on income or gross receipts shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a daily pro-rata basis, and (B) all other Taxes shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a closing of the books basis.

Section 6.03 Termination of Existing Tax Sharing Agreements. Any and all existing Tax sharing agreements (whether written or not) binding upon the Company (other than commercial agreements entered into in the ordinary course of business that relate primarily to matters other than Taxes) shall be terminated as of the Closing Date. After such date neither the Company, the Sellers, nor any Seller's Affiliates or their respective Representatives shall have any further rights or liabilities thereunder.

Section 6.04 Tax Contests. This Section 6.04 and not Section 8.04 shall control the Sellers' and Buyer's rights and obligations in the conduct of any examination, audit, inquiry, assessment, proceeding or other similar event relating to Taxes of the Company (a "Tax Contest"). Sellers shall have the right at their own expense on behalf of the Sellers to control, contest, resolve and defend against any Tax Contest relating to a Pre-Closing Tax Period (other than a Straddle Period) of the Company before the relevant Governmental Authority to the extent that the Sellers are obligated to indemnify Buyer for a significant portion of any resulting Taxes; provided that (i) Buyer shall have the right to participate in the defense of such Tax Contest and to employ appropriate advisors or counsel, at its own expense, separate from advisors or counsel employed by Sellers; (ii) Sellers shall conduct such Tax Contest diligently and in good faith; (iii) Sellers shall keep Buyer fully and timely informed with respect to the commencement, status and nature of any such Tax Contest, and Sellers shall consult with Buyer and the Company with respect to any issues raised which could reasonably be expected to adversely affect the Company, Buyer or their respective Affiliates or which could impact Tax periods (or portions thereof) after the Closing; (iv) Sellers shall, in good faith, allow Buyer to make comments to Sellers regarding the conduct of or positions taken in any Tax Contest; and (v) Sellers shall not enter into any settlement of or otherwise compromise any such Tax Contest without the prior written consent of Buyer, which consent shall not be unreasonably conditioned, withheld or delayed.

Section 6.05 Tax Indemnification. The Sellers shall jointly and severally indemnify and defend the Company, Buyer, and each Buyer Indemnitee (as defined in Section 8.02) and hold them harmless from and against fifty percent (50%) of (a) any Loss attributable to any breach of or inaccuracy in any representation or warranty made in Section 3.15; (b) any Loss attributable to any breach or violation of, or failure to fully perform, any covenant, agreement, undertaking, or obligation in this ARTICLE VI; (c) all Taxes of the Company or relating to the business of the Company for all Pre-Closing Tax Periods (as defined below); (d) all Taxes of any member of an affiliated, consolidated, combined, or unitary group of which the Company (or any predecessor of the Company) is or was a member on or prior to the Closing Date by reason of a liability under Treasury Regulation Section 1.1502-6 or any comparable provisions of foreign, state, or local Law; and (e) any and all Taxes of any Person imposed on the Company arising under the principles of transferee or successor liability or by contract, relating to an event or transaction occurring before the Closing Date; in each such case in (a) through (e) above, except to the extent taken into account in determining Transaction Expenses. In each of the above cases, the Sellers shall reimburse Buyer for any Taxes of the Company that are the responsibility of the Sellers pursuant to this Section 6.05 within ten Business Days after payment of such Taxes by Buyer or the Company and written demand for reimbursement thereof. For purposes of this Agreement, a "Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date. For

the avoidance of doubt, the Sellers shall not be liable to indemnify any party for an amount greater than fifty percent (50%) of the any Losses or Taxes hereunder.

Section 6.06 Cooperation and Exchange of Information. The Sellers and Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this ARTICLE VI or in connection with any proceeding in respect of Taxes of the Company, including providing copies of relevant Tax Returns and accompanying documents. Each of the Sellers and Buyer shall retain all Tax Returns and other documents in its possession relating to Tax matters of the Company for any Pre-Closing Tax Period (collectively, "Tax Records") until the expiration of the statute of limitations of the taxable periods to which such Tax Records relate.

Section 6.07 Tax Treatment of Indemnification Payments. Any indemnification payments pursuant to this ARTICLE VI shall be treated as an adjustment to the Final Purchase Price by the Parties for Tax purposes, unless otherwise required by Law.

Section 6.08 Payments to Buyer. Any amounts payable to Buyer pursuant to this ARTICLE VI shall be satisfied directly from the Sellers, jointly and severally, by making demand upon the Sellers.

Section 6.09 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 3.15 and this ARTICLE VI shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus 60 days.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions.

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) The Sellers and the Company shall have received all consents, authorizations, orders and approvals from the Governmental Authorities, in form and substance reasonably satisfactory to Buyer and Sellers, and no such consent, authorization, order and approval shall have been revoked.

JK
[Signature]

Section 7.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of the Sellers contained in ARTICLE III shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).

(b) The Sellers shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have received an assignment of the Membership Interests to Buyer in form and substance satisfactory to Buyer (the "Assignment"), duly executed by each Seller.

(d) Buyer shall have received a certificate, dated the Closing Date and signed by Sellers, that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied.

(e) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of the Company certifying the names and signatures of the officers of the Company authorized to sign this Agreement and the other documents to be delivered hereunder.

(f) Buyer shall have received evidence satisfactory to the Buyer that the Sellers have caused the Company to cancel, pay or otherwise extinguish all of the Indebtedness, including all accrued interest and fees thereunder.

(g) Buyer shall have received all approvals, consents and waivers that are required and shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

(h) Sellers shall have delivered resignations of the directors and officers of the Company pursuant to Section 2.03(c).

(i) Sellers shall have delivered to Buyer a good standing certificate (or its equivalent) for the Company from the secretary of state or similar Governmental Authority of the jurisdiction under the Laws in which the Company is organized.

(j) Sellers shall have delivered to Buyer a certificate from each Seller pursuant to Treasury Regulations Section 1.1445-2(b) that such Seller is not a foreign person within the meaning of Section 1445 of the Code.

-JL

(k) Sellers shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 7.03 Conditions to Obligations of Sellers. The obligations of the Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Sellers' waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyer contained in ARTICLE IV shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have caused the Company to execute an Employment Agreement with Frank C. Camarda (the "**Employment Agreement**").

(d) Buyer shall have delivered to the Sellers cash pursuant to Section 2.03(a)(i) by wire transfer in immediately available funds, to the accounts designated by each Seller in a written notice to Buyer.

ARTICLE VIII INDEMNIFICATION

Section 8.01 Survival. The representations, warranties, covenants and agreements of the Sellers, on the one hand, and Buyer, on the other hand, contained in this Agreement will survive the Closing Date but only to the extent specified below.

(a) All representations and warranties in this Agreement will terminate on the date that is 24 months following the Closing Date.

(b) All covenants and agreements of the Parties contained in this Agreement shall survive indefinitely or for the period explicitly specified therein.

(c) Notwithstanding the above, all claims on or prior to the applicable expiration dates set forth above and the indemnity with respect thereto, will survive the time at which such claim would otherwise terminate pursuant to this Section 8.01 if written notice asserting a claim for recovery under Section 8.04, and specifying the details of the inaccuracy or breach giving rise to such claim, shall have been given to the party against whom such indemnity may be sought prior to such time in accordance with the notice provisions of this ARTICLE VIII.

Section 8.02 Indemnification by Sellers. Subject to Section 8.03, from and after the Closing, the Sellers, jointly and severally, shall defend, indemnify and hold harmless the Buyer, its Affiliates (including the Company) and its and their successors and permitted assigns, and all of their respective officers, employees, directors, stockholders, agents, advisors and representatives (collectively, the “**Buyer Indemnitees**”) from and against any and all Losses incurred by any of the Buyer Indemnitees following the Closing to the extent arising out of or as a result of the following:

(a) any breach of the representations and warranties of the Sellers contained in this Agreement;

(b) any breach of the covenants or agreements of the Company or the Sellers contained in this Agreement.

Section 8.03 Certain Limitations.

(a) Notwithstanding any other provision of this Agreement, the control of any claim, assertion, event or proceeding in respect of Taxes of the Company (including, but not limited to, any such claim in respect of a breach of the representations and warranties in Section 3.15 or any breach or violation of or failure to fully perform any covenant, agreement, undertaking or obligation in Article VI) shall be governed exclusively by Article VI.

(b) The aggregate amount of all Losses for which an Indemnifying Party shall be liable pursuant to Section 8.02 shall not exceed the Indemnification Holdback, provided, however, that in the event the Losses for which an Indemnifying Party is liable due to fraud or willful misconduct of a Seller (and not the negligence or mistake of a Seller) or a breach of Section 5.08, then there shall be no limit to the aggregate amount of all Losses for which an Indemnifying Party shall be liable.

(c) For purposes of this ARTICLE VIII, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

Section 8.04 Indemnification Procedures. The party making a claim under this Article VIII is referred to as the “Indemnified Party”, and the party against whom such claims are asserted under this Article VIII is referred to as the “Indemnifying Party”.

(a) **Third Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a representative of the foregoing (a “**Third Party Claim**”) against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party will give the Indemnifying Party written notice thereof as soon as is reasonably practicable after the Indemnified Party becomes aware of such Third Party Claim. No delay in, or failure to give such notice will adversely affect any of the other rights or remedies of the Indemnified Party or alter or relieve the Indemnifying Party of its obligation to indemnify the Indemnified Party to the extent that such delay or failure has not materially



prejudiced the Indemnifying Party. Such notice by the Indemnified Party will describe the Third Party Claim in reasonable detail, will include copies of all material written evidence thereof and will indicate the estimated amount, if reasonably practicable, of the loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party will, subject to the other provisions of this Section 8.04, have the right to participate in the defense of any Third Party Claim (and, subject to the limitations set forth in this Section 8.04, shall be entitled to elect to control and appoint lead counsel for such defense, in each case at its own expense, and to settle or compromise any such Third Party Claim if it gives written notice of its intention to control such defense to such Indemnified Party within thirty (30) days of the receipt of notice of such Third Party Claim), and the Indemnified Party will cooperate in good faith in such defense, provided, however, that the Indemnifying Party will not have the right to assume or maintain control of the defense of any Third Party Claim and shall pay (at the Indemnifying Party's expense) the fees and expenses of counsel retained by the Indemnified Party in connection therewith, to the extent: (i) such Third Party Claim is asserted directly by or on behalf of a Person that is a customer or supplier of the Company, (ii) the Indemnifying Party does not deliver the notice referred to in this Section 8.04(a) within the time period set forth herein, (iii) such Third Party Claim seeks an injunction or other equitable relief against the Indemnified Party, or (iv) the Indemnifying Party, in the reasonable judgment of the Indemnified Party or any of its Affiliates, has failed or is failing to actively and diligently prosecute or defend such claim; provided, however, that, unless otherwise specified in this ARTICLE VIII, the Indemnified Party will not compromise or settle any Third Party Claim without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnified Party will have the right to participate in the defense of any Third Party Claim with counsel selected by it, subject to the Indemnifying Party's right to control the defense thereof as provided in this Section 8.04(a) and the fees and disbursements of such counsel will be at the expense of the Indemnified Party, provided, however, that, if in the reasonable opinion of outside counsel to the Indemnified Party, there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, then the Indemnifying Party will be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party reasonably determines counsel is required. If the Indemnifying Party elects not to, or is not entitled to, compromise or defend such Third Party Claim, the Indemnified Party may, subject to Section 8.04(b) pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Indemnifying Party and Indemnified Party will cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of Section 2.03(c)) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim; provided, that, all such access is during normal business hours and under conditions which shall not unreasonably interfere with the business and operations of such non-defending party.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party will not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 8.04(b). If the Indemnifying Party assumes control of the defense of any Third Party Claim

OK
NR

pursuant to the provisions of Section 8.04(a), it will not agree to any settlement without the written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed) unless such settlement (i) is solely for money damages in an amount less than the amount available for indemnification payments under the applicable terms of Section 8.03, (ii) does not include a finding or admission of wrongdoing or any violation of Law by the Indemnified Party or any Affiliate thereof and (iii) is accompanied by an unconditional release of all indemnifiable claims against the Indemnified Party.

(c) **Direct Claims.** Any action by an Indemnified Party on account of a loss that does not result from a Third Party Claim (a “**Direct Claim**”) will be asserted by the Indemnified Party as soon as is reasonably practicable after such Indemnified Party becomes aware of such Direct Claim. No delay in, or failure to give such notice will adversely affect any of the other rights or remedies of the Indemnified Party or alter or relieve the Indemnifying Party of its obligation to indemnify the Indemnified Party to the extent that such delay or failure has not materially prejudiced the Indemnifying Party. Such notice by the Indemnified Party will describe the Direct Claim in reasonable detail and will indicate the estimated amount, if reasonably practicable, of the loss that has been or may be sustained by the Indemnified Party. Within thirty (30) calendar days after being notified of any such Direct Claim, the Indemnifying Party will notify the Indemnified Party of whether or not such Indemnifying Party disputes its liability for such Direct Claim (any such notice disputing liability, a “**Dispute Notice**”). If the Indemnifying Party does not so notify the Indemnified Party that it disputes its liability for such Direct Claim within such thirty (30) calendar day period, the Direct Claim specified by such Indemnified Party in its notice to the Indemnifying Party thereof will be conclusively deemed to be a liability of the Indemnifying Party and the Indemnifying Party will be obligated to make payment therefor according to the provisions of Section 8.05, provided, however, that if the amount of such liability is not then determinable, the Indemnifying Party will be obligated to make payment therefor according to the provisions of Section 8.05 when the amount of such liability is agreed to by the Indemnifying Party and the Indemnified Party or is finally adjudicated. In the event that a Dispute Notice is delivered prior to the expiration of such thirty (30) calendar day period, then the Indemnifying Party and the Indemnified Party shall attempt in good faith to resolve any such objections raised by the Indemnifying Party in such Dispute Notice. If the Indemnifying Party and the Indemnified Party agree to a resolution of such objection (or any portion thereof), then a memorandum setting forth the matters conclusively determined by the Indemnifying Party and the Indemnified Party shall be prepared and signed by both parties and such resolution shall be final and binding on the Indemnifying Party and the Indemnified Party for purposes of this ARTICLE VIII. If no such resolution can be reached by the Indemnifying Party and the Indemnified Party during the thirty (30) calendar day period following the Indemnifying Party’s receipt of the Dispute Notice (or if resolution can only be reached on a portion of the matters set forth in such Dispute Notice), then upon the expiration of such thirty (30) calendar day period, either the Indemnifying Party or the Indemnified Party may bring suit to resolve the objection in accordance with Section 9.10.

Section 8.05 Manner of Payment; .

(a) Any indemnification pursuant to Section 8.02 shall be satisfied directly from the Indemnification Holdback; provided, however, that if the funds remaining in the Indemnification Holdback is insufficient to satisfy such claim for indemnification in the case of fraud or willful misconduct, then directly from the Sellers, jointly and severally.

(b) Any payment for indemnification pursuant to this Section 8.05 shall be effected by wire transfer of immediately available funds to the account or accounts designated by the Buyer Indemnitees, within ten (10) days after the final determination thereof.

(c) In addition to Buyer's rights under this Section, Buyer may elect, in its sole discretion, with respect to any Losses that Buyer suffers, may suffer, or has suffered, with respect to such claim or claims, that Buyer shall be satisfied by set-off against any payment that may be due to Seller under the terms of the Employment Agreement. An election of the remedy of set-off will not limit Purchaser in any manner in the enforcement of any other remedies that may be available to Purchaser.

Section 8.06 Tax Treatment for Indemnification Payments. All indemnification payments made under this Agreement will be treated by the Parties hereto as an adjustment to the Final Purchase Price for Tax purposes, unless otherwise required by Law.

Section 8.07 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate.

Section 8.08 Release of Indemnification Holdback. On the two (2) year anniversary of the date of this Agreement, Buyer shall release any remaining amounts held as the Indemnification Holdback to Sellers as directed by such Sellers.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Expenses. Except as otherwise expressly provided herein (including Section 6.01(a)), all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 9.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours

of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.02):

If to the Sellers:

Address: 7940 Michelle Court
Orland Park, Illinois 60462

E-mail: frank@srdent.com
Attention: Frank C. Camarda

with a copy to:

Address: Sokol & Mazian
9501 W. 144th Place, Suite 104
Orland Park, Illinois 60462
(708) 460-2266

E-mail: sokolmazian@gmail.com
Attention: Ronald P. Sokol

If to Buyer:

Address: 12757 McCormick Street
Valley Village, CA 91607

E-mail: jeremy@srbehavior.com
Attention: Jeremy Kahn

with a copy to:

Address: Fortis LLP
1500 Rosecrans Ave., Suite 500
Manhattan Beach, CA 90266

E-mail: achen@fortislaw.com
Attention: Alexander Chen

Section 9.03 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

JK


Section 9.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 9.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 9.06 Entire Agreement. This Agreement and the Ancillary Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 9.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that prior to the Closing Date, Buyer may, without the prior written consent of Sellers, assign all or any portion of its rights under this Agreement to one or more of its Affiliates. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 9.08 No Third-Party Beneficiaries. Except as provided in ARTICLE VIII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.09 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 9.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN THE CITY OF DOVER AND COUNTY OF KENT, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.


(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10(c).

Section 9.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

JK


Section 9.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

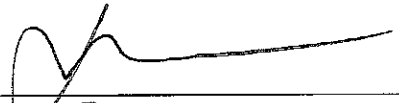
[SIGNATURE PAGE FOLLOWS]

JK


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE BY THEIR RESPECTIVE OFFICERS THEREUNTO DULY AUTHORIZED.

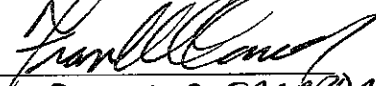
BUYER:

REBGENIX, LLC

By: 
Name: Jeremy Kahn
Title: President

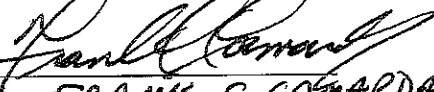
COMPANY:

F&R HOLDINGS I, LLC

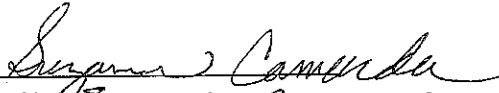
By: 
Name: FRANK C. CAMARDA JR
Title: PRESIDENT

SELLERS:

FRANK C. CAMARDA TRUST

By: 
Name: FRANK C. CAMARDA JR
Title: Member

SUZANNE CAMARDA TRUST

By: 
Name: SUZANNE CAMARDA
Title: MEMBER

JK
MS