

**APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON CARRIER OR CONTRACT RIGHTS**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Corrigan – Pennsylvania LLC t/a Corrigan Parks Moving
(Applicant/Transferee-Buyer)

as a common _____ carrier, described at Docket
(common - contract)

No. A-705766 _____, Folder No. _____, issued to

Williams Moving & Storage, Inc, t/a/ Parks-Centre Carriers/Parks
(Transferor – Seller)

for transportation of _____ household goods in use
(persons – household goods)

SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Corrigan- Pennsylvania LLC

(Full and Correct Name of Applicant/Transferee)

Corrigan-Parks Moving
(Trade Name, If Any)

The trade name has _____ been registered with the Secretary of the Commonwealth
(has or has not)

March 14, 2022
on (attach copy of stamped registration form.) (Date)

3600 E. Ellsworth Road

Ann Arbor, MI 48108

kcorrigan@corrigan.com; 734-973-4400

App Approval Transfer Exercise CC Contract Rights
rev 10/5/21

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MAY 9 2022

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

REVENUE and GAINS

Operating Revenue	\$4,650,000
Net Revenue from non-carrier operations	350,000
Dividend and interest revenues	0
Other non-operating revenue	0
Gains	0
Total Revenue and Gains	\$5,000,000

EXPENSES

Equipment Maintenance and Garage Expense	\$200,000.00
Insurance Expense	\$50,000.00
Employee Salaries	\$900,000.00
Supervisory Salaries	\$75,000.000
Officer Salaries	\$400,000.0
Fuel Expense	\$75,000.00
Purchased Transportation (Lease Expense)	\$2,000,000.00
Materials and Supplies Expense	\$150,000.0
General Office Expense	\$75,000.00
Advertising Expense	\$25,000.00
Telephone Expense	\$12,500.000
Accounting Expense	\$25,000.000
Legal Expense	\$25,000.000
Uncollectible Revenue	\$75,000.000
Depreciation Expense	\$200,000.00
Amortization	0
Operating Taxes and Licenses	\$15,000.000
Rent Expense	\$450,000.00
Loss	0
Total Operating Expenses and Losses	\$4,752,500.000

Net Income Before Taxes \$247,500.000

Provision for Income Taxes 0

Net Income (Loss) \$247,500.000

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SECRETARY'S BUREAU

**Internally Prepared and Unaudited
Corrigan Affiliated Companies
Statement of Financial Position (Balance Sheet)
As of December 31, 2021 (dollars in millions)**

ASSETS

Current Assets		
Cash	\$ 4	
Accounts Receivable	15.2	
Notes Receivable		
Other Current Assets (specify) Prepaid and Other	1.4	
Total Current Assets		\$ 17.0
Tangible Assets		
Motor Vehicle Equipment	32.1	
Less: Accumulated Depreciation	22.0	
		10.1
Building and Structures	38.0	
Less: Accumulated Depreciation	17.8	
		20.2
Office Equipment	11.7	
Less: Accumulated Depreciation	8.8	
		2.9
Land		7.2
Investments and Funds (specify) Stock and Office Life Insurance		3.9
Intangible Assets		
Other Assets (advances and idle equipment — specify) Related party		2.4
TOTAL ASSETS		\$ 63.7

LIABILITIES

Current Liabilities (Due within one year of date)		
Accounts Payable	\$ 1.9	
Notes Payable	1.3	
Equipment Obligations		
Other Liabilities (Attach schedule) Accrued Expenses	3.8	
Total Current Liabilities		\$ 7.0
Long Term Liabilities (Due after one year of date)		
Accounts Payable		
Notes Payable		
Equipment Obligations		
Other Liabilities (Attach Schedule) Tax Obligations	.9	
Total Long-Term Liabilities		.9
TOTAL LIABILITIES		7.9

NET WORTH (Partnerships and individuals, only)

OWNER'S EQUITY (Corporations only)

Capital Stock	.3	
Additional Paid-in Capital	.6	
Retained Earnings	54.9	
Less: Treasury Stock		
Total Owner's Equity		55.8

TOTAL LIABILITIES & OWNER'S EQUITY \$ 63.7

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.PA.GOV

CT Corporation System

Corrigan - Pennsylvania, LLC

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for Business Taxes with the PA Department of Revenue & Labor and Industry or visit www.Business.pa.gov to find answers to most common registration questions.

If you have any questions pertaining to the Bureau, please visit our website at www.dos.pa.gov/BusinessCharities Or you may contact us by telephone at (717)787-1057. Information regarding business and UCC filings can be found on our searchable database at www.corporations.pa.gov/Search/CorpSearch .

Entity number : 7467645

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input type="checkbox"/> Return document by mail to: CT - COUNTER	Foreign Registration Statement DSCB:15-412 (rev. 2/2017)
Name <u>14167742 & 9</u>	 TCO220228DP1046
Address <u>nicole.grimm@proteraklumber.com</u>	
City State Zip Code	
<input type="checkbox"/> Return document by email to:	

Read all instructions prior to completing. This form may

Fee: \$250

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

Corrigan – Pennsylvania, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: Michigan

4. The street and mailing address of the association's principal office.

23923 Research Drive Farmington Hills MI 48335
Number and street City State Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

Number and street City State Zip

5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) - not both:

(a) _____
Number and street City OR State Zip County

(b) c/o: C T Corporation System Dauphin
Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: _____ at _____
Date (MM/DD/YYYY) Hour (if any)

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

<input type="checkbox"/> Chiropractic	<input type="checkbox"/> Dentistry	<input type="checkbox"/> Law	<input type="checkbox"/> Medicine and surgery
<input type="checkbox"/> Optometry	<input type="checkbox"/> Osteopathic medicine and surgery	<input type="checkbox"/> Podiatric medicine	<input type="checkbox"/> Public accounting
<input type="checkbox"/> Psychology	<input type="checkbox"/> Veterinary medicine		

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 24th day of February, 2022

Corrigan - Pennsylvania, LLC
Name of Association

Matthew Corrigan
Signature

SENIOR VICE PRESIDENT
Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.PA.GOV

CT Corporation System
Counter Pickup
PA

Corrigan Parks Moving

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for Business Taxes with the PA Department of Revenue & Labor and Industry or visit www.Business.pa.gov to find answers to most common registration questions.

If you have any questions pertaining to the Bureau, please visit our website at www.dos.pa.gov/BusinessCharities Or you may contact us by telephone at (717)787-1057. Information regarding business and UCC filings can be found on our searchable database at www.corporations.pa.gov/Search/CorpSearch.

Entity number : 7479142

**PENNSYLVANIA DEPARTMENT OF STATE
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Return document by mail to:

Name CT - COUNTER

Address nicole.grimme@wintersklower.com

City 14199294 State 30 Zip Code 1

Return document by email to: _____

Registration of Fictitious Name
 DSCB:54-311
 (rev. 2/2017)



TCO220314JD2251

Read all instructions prior to completing. This form may be

Fee: \$70

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is:
Corrigan Parks Moving

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is:
Moving, storage and relocation services.

3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):

23923 Research Drive	Farmington Hills	MI	48335	Oakl
Number and street	City	State	Zip	County

4. The name and address, including number and street, if any, of each individual interested in the business is:

Name	Number and Street	City	State	Zip

PA DEPT OF STATE

MAR 14 2022

5. Each entity, other than an individual, interested in such business is (are):

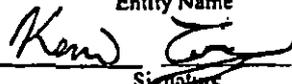
Corrigan - Pennsylvania, LLC	Limited Liability Company	Michigan
Name	Form of Organization	Organizing Jurisdiction
23923 Research Drive, Farmington Hills, MI 48335		
Principal Office Address		
PA Registered Office, if any		
Name	Form of Organization	Organizing Jurisdiction
Principal Office Address		
PA Registered Office, if any		

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. (Optional): The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this

9 day of March 2022

Individual Signature	Individual Signature
Individual Signature	Individual Signature
Corrigan - Pennsylvania, LLC	Entity Name
	Signature
Regional Vice President	Title

ASSET PURCHASE AGREEMENT

among

PARKS MOVING AND STORAGE, INC.

WILLIAMS MOVING AND STORAGE, INC.

PARKS REAL ESTATE, LP

A & N LEASING CO., INC.

AND

B & B SYSTEMS, INC.

(“SELLERS”)

BART WILLIAMS

LAURIE SEARLES

(“PRINCIPALS”)

and

CORRIGAN – PENNSYLVANIA, LLC

WARRENDALE WAREHOUSE, LLC

CORRIGAN EQUIPMENT, LLC

(“BUYERS”)

dated as of

April 29, 2022

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

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Exhibits

Exhibit A	Consulting Agreement
Exhibit B	Real Estate Purchase Agreement
Exhibit C	Management Agreement
Exhibit D	Lease Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of April 29, 2022 but effective April 30, 2022, is entered into among, Parks Moving & Storage, Inc., a Pennsylvania corporation (“**Parks Moving**”), Williams Moving and Storage, Inc., a Pennsylvania corporation (“**Williams Moving**”), A & N Leasing Co., Inc., a Pennsylvania corporation (“**A&N**”), B & B Systems, Inc., a Pennsylvania corporation (“**B&B**”), and Parks Real Estate, LP, a Pennsylvania limited partnership (“**Parks Real Estate**” and together with Parks Moving, Williams Moving, A&N and B&B, collectively, the “**Sellers**”), Bart Williams and Laurie Searles (“**Principals**”), and Corrigan – Pennsylvania, LLC, a Michigan limited liability company (“**Corrigan**”), Warrendale Warehouse, LLC, a Michigan limited liability company (“**Warrendale**”) and Corrigan Equipment, LLC, a Michigan limited liability company (“**Equipment**” and, together with Corrigan and Warrendale, collectively, the “**Buyers**”).

RECITALS

A. Parks Moving and Williams Moving are engaged in the moving and storage business (the “**Business**”) conducted at 740 Commonwealth Drive, Warrendale, Pennsylvania (the “**Facility**”). Parks Real Estate owns the Facility and A&N and B&B own and lease the vehicles.

B. Principals are owners, directors, and officers of Sellers.

C. Sellers wish to sell and assign to Buyers, and Buyers wish to purchase and assume from Sellers, certain assets and liabilities of the Business, including the Facility, subject to these terms and conditions.

Accordingly, the parties agree as follows:

ARTICLE I DEFINITIONS

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

“**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.

“**Allocation Schedule**” has the meaning set forth in Section 2.7.

“Assigned Contracts” has the meaning set forth in Section 2.1(a).

“Assumed Liabilities” has the meaning set forth in Section 2.3(b)(i).

“Balance Sheet” has the meaning set forth in 0.

“Balance Sheet Date” has the meaning set forth in 0.

“Benefit Plan” has the meaning set forth in Section 4.16(a).

“Bill of Sale” has the meaning set forth in Section 3.2(a)(ii).

“Books and Records” has the meaning set forth in Section 2.1(e).

“Business” has the meaning set forth in the recitals.

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

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

“Buyer Indemnitees” has the meaning set forth in Section 7.2.

“Cap” has the meaning set forth in Section 7.5(a).

“Cash and Cash Equivalents” means, collectively, the aggregate consolidated amount of cash on hand and in banks, cash-equivalents and marketable securities of Sellers, in each case as determined in accordance with GAAP.

“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 3.1.

“Closing Date” has the meaning set forth in Section 3.1.

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

“Consulting Agreement” has the meaning set forth in Section 6.1.

“Consulting Fee” has the meaning set forth in Section 6.1.

“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.

“Customer Assigned Contracts” has the meaning set forth in Section 2.10.

“Deductible” has the meaning set forth in Section 7.5(a).

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

“Effective Date” has the meaning set forth in Section 3.1.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“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 Notice” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

“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 Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Affiliate” means all employers (whether or not incorporated) that would be treated together with the Sellers or any of their Affiliates as a “single employer” within the meaning of Section 414 of the Code.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Contracts” has the meaning set forth in Section 2.2(e).

“Excluded Liabilities” has the meaning set forth in Section 2.3(b).

“Existing Indebtedness” means all Indebtedness owing by Sellers to any Person secured by an Encumbrance on the Purchased Assets.

“Financial Statements” has the meaning set forth in 0.

“GAAP” means United States generally accepted accounting principles in effect from time to time.

“Governmental Authority” means any 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 (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), 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:

(i) the principal of and/or interest accrued on (A) indebtedness for money borrowed, or (B) indebtedness evidenced by notes, debentures, bonds (including licensing and performance bonds) or other similar instruments;

(ii) all obligations issued or assumed as the deferred purchase price of property (but excluding accounts payable arising in the ordinary course of business consistent with past practice);

(iii) all obligations for the reimbursement of any obligor on any letter of credit or similar credit transaction servicing obligations of a Person or of a type described in clauses (i) and (ii) above and (iv) and (viii) below, but only to the extent of the obligation secured; and

(v) all obligations associated with or relating to (A) deferred revenues (whether or not they have been accounted for on the Company's pre-Closing books as deferred revenues), (B) customer advances, or (C) similar obligations to perform future services for which cash have been received by the Company and the work has not yet been performed, where the corresponding advances, deposits, or amounts are not included in the Purchased Assets or the Liability has not been included in the calculation of the Working Capital Adjustment.

"Indemnified Person" has the meaning set forth in Section 7.4(a).

"Indemnifying person" has the meaning set forth in Section 7.4(a).

"Insurance Policies" has the meaning set forth in Section 4.12.

"Knowledge of Sellers or Sellers' Knowledge" or any other similar knowledge qualification, means the actual knowledge of any Principal after reasonable 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.

"Liabilities" means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"Losses" means actual out-of-pocket losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that "Losses" shall not include lost profits, diminution in value, consequential, indirect or punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

"Management Agreement" has the meaning set forth in Section 3.2(a)(v).

"Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, (b) the value of the Purchased Assets, or (c) the ability of Sellers to consummate the transactions contemplated hereby on a timely basis; provided, however, that "Material

Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any epidemic, pandemic, disease, or outbreak including those caused by COVID-19; (vi) any action required or permitted by this Agreement; (vii) any changes in applicable Laws or accounting rules, including GAAP; (viii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; provided further, however, that any event, occurrence, fact, condition or change referred to in clauses (i) through (v) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Business compared to other participants in the industries in which the Business operates who are similarly situated to Sellers.

“**Material Contracts**” has the meaning set forth in Section 4.7(a).

“**Material Customers**” has the meaning set forth in Section 4.11.

“**Multiemployer Plan**” has the meaning set forth in Section 4.16(c).

“**Payoff Amount**” means all amounts outstanding for Existing Indebtedness and described on the Payoff Letters.

“**Payoff Letters**” means the payoff and lien release letters for all Existing Indebtedness, in form and substance reasonably satisfactory to the parties, delivered not later than five Business Days prior to the Closing.

“**Permits**” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Authorities.

“**Permitted Encumbrances**” means (a) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) mechanics’, carriers’, workmen’s, repairmen’s or other like liens arising or incurred in the ordinary course of business; and (c) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property.

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

“**Principals**” has the meaning set forth in the Preamble.

“**Purchased Assets**” has the meaning set forth in Section 2.1.

“**Purchase Price**” has the meaning set forth in Section 2.4.

“Qualified Benefit Plan” has the meaning set forth in Section 4.16(c).

“Real Estate Purchase Agreement” has the meaning set forth in Section 3.2(a)(v).

“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) in violation of Environmental Law.

“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 residential and commercial moving and storage business.

“Restricted Period” has the meaning set forth in Section 6.3(a).

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

“Seller Indemnitees” has the meaning set forth in Section 7.3.

“Shared Liabilities” has the meaning set forth in Section 2.8.

“Tangible Personal Property” has the meaning set forth in Section 2.1(b).

“Taxes” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, 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, 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.

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

“Territory” means a 200-mile radius of the Facility excluding, never the less, all such parts of the territory which have been and continue to be exclusively serviced by Sellers’ Harrisburg, Pennsylvania facility.

“Third Party Claim” has the meaning set forth in Section 7.4(a).

“Transaction Documents” means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Consulting Agreement, the limited warranty deed, and the other agreements, instruments and documents required to be delivered at the Closing.

“**Union**” has the meaning set forth in Section 4.17(b).

“**WARN Act**” means the 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 2.1 **Purchase and Sale of Assets.** Subject to these terms and conditions, at the Closing, Sellers shall sell, assign, transfer, convey and deliver to Buyers, and Buyers shall purchase from Sellers, free and clear of any Encumbrances other than Permitted Encumbrances, all of Sellers’ right, title and interest in and to and the following assets (the “**Purchased Assets**”):

(a) all Contracts set forth on Section 2.1(a) of the Disclosure Schedules (the “**Assigned Contracts**”);

(b) the furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property set forth on Section 2.1(b) of the Disclosure Schedules (the “**Tangible Personal Property**”);

(c) all equipment and systems used in connection with the Facility, including, but not limited to, all plumbing systems, HVAC and ventilation systems, all buss duct, cranes, electrical transformers, airlines, air compressors, fire suppression systems, and lighting systems, but specifically excluding any parts, tool, and other items located in and used in the garage, as well as the air compressor, and the steam jenny, which are attached to the building.

(d) all Permits, but only to the extent transferable under applicable Law, including Environmental Permits, which are held by any Seller and required for the conduct of the Business as currently conducted or for the current ownership and use of the Purchased Assets, including, without limitation, those listed on Section 4.14(b) and Section 4.15(b) of the Disclosure Schedules;

(e) originals, or where not available, copies, of any of the following that are in Sellers’ possession: books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys (“**Books and Records**”);

(f) the domain names www.parksmoving.com and www.fifemoving.com; and

(g) all goodwill and the going concern value of the Business and the Purchased Assets.

Section 2.2 **Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**"):

(a) All Cash and Cash Equivalents, security deposits, prepaid expenses, bank accounts and securities of Sellers or Principals;

(b) any shares of stock in UniGroup, Inc.;

(c) the real and personal property located at Sellers' Harrisburg, Pennsylvania location;

(d) all accounts or notes receivable held by Sellers, and any security, claim, remedy or other right related to any of the foregoing ("**Accounts Receivable**");

(e) Contracts that are not Assigned Contracts (the "**Excluded Contracts**");

(f) **Tangible Personal Property** not described on Section 2.1(b) of the Disclosure Schedules;

(g) All intellectual property and intellectual property rights, except for the domain names, www.parksmoving.com and www.fifemoving.com;

(h) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Sellers;

(i) all Benefit Plans;

(j) all insurance policies of Sellers and all rights to applicable claims and proceeds under these insurance policies;

(k) all Tax assets, including Tax refunds, rebates and credits that Sellers are entitled to in connection with the ownership of the Purchased Assets or the operation of the Business prior to Closing;

(l) all rights to any Action of any nature available to or being pursued by Sellers, whether arising by way of counterclaim or otherwise; and

(m) the rights which accrue or will accrue to Sellers under the Transaction Documents.

Section 2.3 **Assumed and Excluded Liabilities.**

(a) **Assumed Liabilities.** Buyers shall assume and pay, perform and discharge when due any and all liabilities and obligations arising out of or relating to the Business or the Purchased Assets arising on or after the Closing, other than the Excluded Liabilities (collectively, the “**Assumed Liabilities**”), including, without limitation, the following:

(i) Except for liabilities disputed in good faith, all liabilities and obligations arising under or relating to the Assigned Contracts; and

(ii) all other liabilities and obligations arising out of or relating to Buyers' ownership or operation of the Business and the Purchased Assets on or after the Closing.

(b) **Excluded Liabilities.** Notwithstanding any other provision in this Agreement to the contrary, Buyers shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Sellers, Principals or any of their respective Affiliates of any kind or nature whatsoever (the “**Excluded Liabilities**”). Sellers shall, and shall cause each of its Affiliates to, pay and satisfy in due course the respective Excluded Liabilities which they are each obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

(i) any Liabilities of any Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of Sellers' counsel, accountants, consultants, advisers and others;

(ii) any Liability for (i) Taxes of any Seller (or any shareholder or Affiliate of any Seller) or relating to the Business or the Purchased Assets; (ii) Taxes that arise out of the consummation of the transactions contemplated hereby; or (iii) other Taxes of Sellers (or any shareholder, partner or Affiliate of Sellers) of any kind or description (including any Liability for Taxes of Sellers (or any shareholder or Affiliate of any Seller) that becomes a Liability of any Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);

(iii) any Liabilities relating to or arising out of the Excluded Assets;

(iv) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation on or prior to 11:59 PM of the Effective Date;

(v) any Liabilities of Sellers arising under or in connection with any Benefit Plan providing benefits to any present or former employee of any Seller;

(vi) any Liabilities of Sellers for any present or former employees, officers, directors, retirees, independent contractors or consultants of any Seller, including, without limitation, any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, post-employment payments, retention, termination or other payments that are incurred prior to the Effective Date or in connection with the transactions contemplated by this Agreement;

(vii) any Environmental Claims, or Liabilities under Environmental Laws, to the extent arising out of any actions or omissions of any Seller;

(viii) any trade accounts payable of Sellers; and

(ix) any Liabilities arising out of, in respect of or in connection with the failure by any Seller to comply with any Law or Governmental Order.

Section 2.4 Purchase Price. The aggregate purchase price for the Purchased Assets (the "**Purchase Price**") shall consist of the following:

(a) The sum of One Million One Hundred Ten Thousand and Six Hundred Fifty-One (\$1,110,651) Dollars for the Equipment;

(b) plus, the amount of supplies as set forth in Section 2.5;

(c) plus, the sum of Fifty Thousand (\$50,000) Dollars.

Section 2.5 Supplies. The day prior to the Closing Date, the Sellers and Buyers shall cause a physical inventory to be conducted and the Sellers and Buyers shall mutually determine the Sellers' costs of the Supplies for purposes of the Purchase Price. All Supplies deemed usable for sale, by mutual agreement by the Sellers and Buyers, shall be set forth on a statement showing a calculation of the Supplies on the date of the physical inventory audit.

Section 2.6 Payment of Purchase Price. The Purchase Price (other than the portion of the Purchase Price related to the Facility) shall be paid minus the Payoff Amount for the Existing Indebtedness, by wire transfer of immediately available funds to the account or accounts as specified by Sellers. The Purchase Price related to the Facility shall be paid in accordance with the terms and conditions of the Real Estate Purchase Agreement.

Section 2.7 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule set forth on Section 2.7 of the Disclosure Schedules (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyers and Sellers shall file all returns, declarations, reports, information returns and statements and other documents relating to Taxes (including amended returns and claims for refund) ("**Tax Returns**") in a manner consistent with the Allocation Schedule.

Section 2.8 **Prorations.** The following liabilities and obligations relating to the Purchased Assets or the Business (the “**Shared Liabilities**”) shall be shared between Buyers and Sellers as follows:

(a) With respect to rents, utility charges and other charges related to the operation of the Business or related to the Facility or Purchased Assets that relate to periods beginning before and ending after the Effective Date, the responsibility for payment shall be prorated between Sellers and Buyers on the basis of measured utility usage before and after the Effective Date (if meter or other measured service readings are made at or near such time) or otherwise on the basis of the proportional number of calendar days in the relevant billing period before and after the Effective Date, respectively.

(b) If either party pays all or any portion of the Shared Liabilities for which the other party is entirely or partially responsible hereunder, then the responsible party will promptly (but in no event later than thirty (30) days after demand by the paying party) reimburse the paying party for that payment, provided that any demand for reimbursement shall be accompanied by appropriate evidence of payment thereof.

Section 2.9 **Assigned Contracts.** At and as of the Closing, Sellers shall assign the Contracts set forth on Section 2.1(a) of the Disclosure Schedules (the “**Assigned Contracts**”) to Buyers and Buyers shall assume the obligations for the future performance of the Assigned Contracts solely for the period following the Effective Date. Buyers shall only be obligated for Buyers’ own future performance under such Assigned Contracts and Buyers shall have no duties, obligations or liabilities whatsoever, whether now existing or hereafter arising, which directly or indirectly result from or arise out of any period, events or circumstances prior to the Effective Date or any partial or full performance or default by any Seller or any other party in any Assigned Contract, nor shall Buyers have any duties, liabilities or obligations whatsoever under any Contracts or Sellers that are not Assigned Contracts.

Section 2.10 **Customer Assigned Contracts.** Buyers shall assume all unfulfilled Customer Contracts related to the Business (“**Customer Assigned Contracts**”) in accordance with Section 2.9. To the extent that a Customer Assigned Contract has been partially fulfilled by Sellers, Buyers shall remit to Sellers the portion of the revenue received by Buyers with respect to Customer Assigned Contracts proportionately based upon the relative costs incurred by both Buyers and Sellers. Further, Buyers shall be entitled to all revenue from fulfilling any Customer Contracts that will be completely fulfilled after the Effective Date. Finally, Buyers shall remit to Sellers any amounts received by Buyers with respect to revenue for storage prior to the Effective Date and Buyers will be entitled to any revenue derived from storage after the Effective Date.

Section 2.11 **Accounts.** All payments and reimbursements that constitute Purchased Assets that are received by the Sellers after the Closing Date shall be held by the Sellers for the benefit of the Buyers and, promptly upon receipt by the Sellers of any such payment or reimbursement, the Sellers shall pay over to the Buyers the amount of such payment or reimbursement. Similarly, all payments and reimbursements received by Buyers that are related to Excluded Assets after the Closing Date shall be held by Buyers for the benefit of the Sellers and, promptly upon receipt by Buyers of any such payment or reimbursement, Buyers shall pay

over to the Sellers the amount of such payment or reimbursement. Buyers shall cooperate with and assist Sellers with the collection of Sellers' receivables.

Section 2.12 **Transfer Taxes.** All transfer, property transfer, documentary, sales, use, stamp, and other such Taxes incurred in connection with the consummation of the transactions contemplated by this Agreement shall be borne and paid by Buyers. All conveyance fees, licensing, recording charges and other such fees and charges (including any penalty and interest) incurred in connection with consummation of the transactions contemplated by this Agreement shall be borne and paid by equally the Sellers and Buyers.

ARTICLE III **CLOSING**

Section 3.1 **Closing.** Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the "**Closing Date**") via an *electronic closing in which separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, will first be delivered by a facsimile or electronic mail exchange of signature pages.* The Closing shall be effective as April 30, 2022 at 11:59 PM ("**Effective Date**").

Section 3.2 **Closing Deliverables.**

- (a) At the Closing, Sellers shall deliver to Buyers the following:
 - (i) a limited warranty deed conveying the Facility;
 - (ii) a bill of sale in form and substance satisfactory to the parties (the "**Bill of Sale**") and duly executed by Sellers, transferring the tangible personal property included in the Purchased Assets to Buyers;
 - (iii) an assignment and assumption agreement ("**Assignment and Assumption**") in form and substance satisfactory to the parties and duly executed by Sellers, assigning the Purchased Assets and Assumed Liabilities to Buyers;
 - (iv) the Consulting Agreement in the form attached hereto as Exhibit A (the "**Consulting Agreement**") and duly executed by Parks Moving & Storage, Inc.;
 - (v) the Real Estate Purchase Agreement in the form attached hereto as Exhibit B ("**Real Estate Purchase Agreement**") and duly executed by Parks Real Estate, LP;
 - (vi) the Management Agreement in the form attached hereto as Exhibit C ("**Management Agreement**") and duly executed by Parks Moving & Storage, Inc., and Williams Moving & Storage, Inc.;

(vii) The Lease Agreement in the form attached as Exhibit D (the “Lease Agreement”) and duly executed by Parks Real Estate, LP;

(viii) keys, electronic pass cards and all other access codes to the buildings included in the Facility;

(ix) A fully executed customary “FIRPTA” Affidavit certifying that Sellers are not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code

(x) an officer’s certificate of an officer of each Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors or general partners of such Seller authorizing the execution, delivery, and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(xi) an officer’s certificate of an officer or general partner of each Seller certifying the names and signatures of the officers of such Seller authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder; and

(xii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to Buyers, as may be required to give effect to this Agreement.

(b) At the Closing, Buyers shall deliver to Sellers the following:

(i) the Purchase Price;

(ii) The Bill of Sale duly executed by Buyers;

(iii) the Assignment and Assumption duly executed by Buyers;

(iv) the Consulting Agreement duly executed by Corrigan – Pennsylvania, LLC;

(v) the Real Estate Purchase Agreement duly executed by Warrendale, LLC;

(vi) the Management Agreement duly executed by Corrigan – Pennsylvania, LLC;

(vii) The Lease Agreement duly executed by Corrigan – Pennsylvania, LLC;

(viii) an officer's certificate of an officer of each Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the manager of each Buyer authorizing the execution, delivery, and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby;

(ix) an officer's certificate of an officer of each Buyer certifying the names and signatures of the officers of each Buyer authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder; and

(x) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonable satisfactory to Sellers, as may be required to give effect to this Agreement.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES OF SELLERS**

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Sellers and Principals, jointly and severally, represent and warrant to Buyers that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.1 Organization and Qualification of Sellers. Each Seller is duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Section 4.1 of the Disclosure Schedules sets forth each jurisdiction in which Sellers are licensed or qualified to do business, and Sellers are duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.

Section 4.2 Authority of Sellers. Each Seller has full corporate or partnership power and authority to enter into this Agreement and the other Transaction 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 other Transaction Document to which such Seller is a party, the performance by such 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 partnership action on the part of such Seller. This Agreement has been duly executed and delivered by each Seller, and, assuming due execution by the other parties, this Agreement constitutes a legal, valid, and binding obligation of each Seller enforceable against such Seller in accordance with its terms. When each other Transaction Document to which a Seller is or will be a party has been duly executed and delivered by such Seller, such Transaction Document will constitute a legal and binding obligation of such Seller enforceable against it in

accordance with its terms, assuming due execution of those Transaction Documents by the other parties.

Section 4.3 No Conflicts; Consents. The execution, delivery and performance by each Seller of this Agreement and the other Transaction Documents to which such Seller is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of such Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to such Seller, the Business or the Purchased Assets; (c) except as set forth in Section 4.3(c) of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which a Seller is a party or by which any Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets. Except as set forth in Section 4.3 of the Disclosure Schedules, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to such Seller in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby. The failure of Sellers to obtain any consent required to assign any Assigned Contract before the Closing will not be a breach of this Agreement and Sellers will not be liable for such failure.

Section 4.4 Financial Statements. Complete copies of the reviewed financial statements consisting of the balance sheet of the Business as of December 31 in each of the years 2019 and 2020 and the related statements of income and retained earnings, shareholders' equity and cash flow for the years then ended and the internally prepared financial statements for the period ending December 31, 2021 (the "Financial Statements") have been delivered to Buyers. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, except for deviations from GAAP disclosed in the Financial Statements except for internally prepared financial statements for the period ending December 31, 2021 are subject to normal year-end adjustments consistent with past practices and lack footnotes. The Financial Statements are based on the books and records of the Business, and fairly present the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of December 31, 2021, is referred to herein as the "Balance Sheet" and the date thereof as the "Balance Sheet Date." Sellers maintain a standard system of accounting for the Business established and administered in accordance with GAAP, except for deviations from GAAP disclosed in the Financial Statements.

Section 4.5 Undisclosed Liabilities. Sellers have no material Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date, and (c) obligations due after the Closing pursuant to the Assigned Contracts.

Section 4.6 **Absence of Certain Changes, Events and Conditions.** Since the Balance Sheet Date, and other than in the ordinary course of business consistent with past practice, there has not been any:

(a) To Sellers' Knowledge, event, occurrence or development that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) material change in any method of accounting or accounting practice for the Business, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(c) entry into a Material Contract;

(d) transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the Balance Sheet, except in the ordinary course of business;

(e) material damage to, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;

(f) acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit;

(g) imposition of any Encumbrance upon any of the Purchased Assets;

(h) adoption, modification or termination outside the ordinary course of business of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant of the Business, (ii) Benefit Plan, or (iii) collective bargaining or other agreement with a Union, in each case whether written or oral;

(i) purchase, lease or other acquisition of the right to own, use or lease any property or assets in connection with the Business for an amount in excess of \$10,000, individually (in the case of a lease, per annum) or \$25,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the ordinary course of business consistent with past practice; or

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

Section 4.7 Material Contracts.

(a) Section 4.7(a) of the Disclosure Schedules lists each of the following Contracts (x) by which any of the Purchased Assets are bound or (y) to which any Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts, together with all Contracts concerning the occupancy, management or operation of the Facility or otherwise disclosed in Section 4.10 of the Disclosure Schedules being "**Material Contracts**"):

(i) all Contracts involving aggregate consideration in excess of \$10,000 and which, in each case, cannot be cancelled without penalty or without more than 30 days' notice;

(ii) all Contracts that provide for the indemnification of any Person, other than commercial contracts executed in the ordinary course of business, or the assumption of any Tax, environmental or other Liability of any Person;

(iii) all Contracts with employees and independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than 30 days' notice;

(iv) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets; and

(v) all collective bargaining agreements or Contracts with any Union.

(b) Each Material Contract is valid and binding on such Seller in accordance with its terms and is in full force and effect. None of Sellers or, to Sellers' Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. To Sellers' Knowledge, 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 Buyers. There are no material disputes pending or, to Sellers' Knowledge, threatened under any Contract included in the Purchased Assets.

Section 4.8 Title to Purchased Assets. Except as set forth in Section 4.8 of the Disclosure Schedules, Sellers have good and valid title to all of the Purchased Assets. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances, except for Permitted Encumbrances.

Section 4.9 Condition of Assets. To Sellers' Knowledge, the building, structures, and Tangible Personal Property are in commercially reasonable and repair and are adequate for the uses to which they currently are being put.

Section 4.10 **Real Property.**

(a) No improvements to or upon the Facility have been made within one hundred twenty (120) days prior to the Closing Date which could give rise to a claim of lien. To Sellers' Knowledge, the Facility is mechanically and structurally sound, in good operating condition and repair, and is sufficient for the uses to which it is currently being put.

(b) The use of the Facility as currently used by Sellers is a permitted use by right in the applicable zoning classification and is not a nonconforming use or a conditioned use. No variances under zoning or similar Laws are needed, and none have been granted, with respect to the Facility. To the Sellers' Knowledge, the buildings and improvements included within the Facility are located within the boundary lines of the described parcels of land, conform to all current applicable setback, parking, access, loading facilities, landscaped areas, building construction, fire and public health and safety requirements, zoning laws, ordinances, use restrictions and official plans and do not encroach on surrounding parcels of land or any easement which may burden the Land. To the Seller's Knowledge, the Facility (i) is not subject to any encroachment from surrounding parcels and/or improvements thereon, and (ii) does not serve any adjoining property.

(c) To Sellers' Knowledge no public improvements have been commenced or planned that would be reasonably expected to result in special assessments against or otherwise materially adversely affect the access or use of the Facility. To Sellers' Knowledge, there are no (a) planned or proposed increases in assessed valuations of the Facility, or (b) Governmental Orders requiring repair, alteration or correction of any existing condition affecting the Facility. To Sellers' Knowledge, there is no existing, proposed or contemplated plan to construct, modify or realign any street, highway, power line or pipeline that would adversely affect the current or planned use or occupancy of the Facility.

(d) There are no amounts owing by any Seller in respect of the Facility to any Governmental Authority or public utility, other than current accounts which are not in arrears and there are no outstanding levies, charges or fees assessed against the Facility by any public authority (including development or improvement levies, charges or fees).

(e) All water, sewer, gas, electric, telephone, drainage and other utility equipment, facilities and services required by law or necessary for the operation of the Facility, are to Sellers' Knowledge installed and connected pursuant to valid permits, are adequate to service the Facility as of the Closing Date and are in good operating condition. No Seller has received any written notice advising or alleging the existence of any fact or condition that would or could result in the termination or impairment of the furnishing of service to the Facility of water, sewer, gas, electric, telephone, drainage or other such utility services.

Section 4.11 Customers. Section 4.11 of the Disclosure Schedules sets forth the top five (5) customers of the Business for each of the two most recent fiscal years (collectively, the

“Material Customers”) and the amount of consideration paid by each Material Customer during such periods. No Seller has received any notice, and Sellers do not believe, that any of the Material Customers has ceased, or intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.

Section 4.12 Insurance. Section 4.12 of the Disclosure Schedules sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Sellers or their Affiliates and relating to the Business or the Purchased Assets (collectively, the **“Insurance Policies”**); and (b) with respect to the Business or the Purchased Assets, a list of all pending claims and the claims history for Sellers since January 1, 2018. Except as set forth on Section 4.12 of the Disclosure Schedules, there are no claims related to the Business or the Purchased Assets pending under any such Insurance Policies as to which coverage have been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. No Seller nor any of their Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies are in full force and effect and enforceable in accordance with their terms. No Seller nor any of their Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. True and complete copies of the Insurance Policies have been made available to Buyers.

Section 4.13 Legal Proceedings; Governmental Orders.

(a) There are no Actions pending or, to Sellers' Knowledge, threatened against or by any Seller (a) relating to or affecting the Business or the Purchased Assets; or (b) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that to Sellers' Knowledge 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, relating to or affecting the Business.

Section 4.14 Compliance with Laws; Permits.

(a) Sellers have complied, and are now complying, with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, except where any non-compliance would not be expected to have a Material Adverse Effect.

(b) To Sellers' Knowledge, all Permits required for Sellers to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Sellers 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. Section 4.14(b) of the Disclosure Schedules lists all current Permits issued to Sellers which are necessary to conduct of the Business as currently conducted or for the ownership and use

of the Purchased Assets, including the type of Permits and their respective dates of issuance and expiration. To Sellers' Knowledge, 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 Permit set forth in Section 4.14(b) of the Disclosure Schedules.

Section 4.15 Environmental Matters.

(a) To Sellers' Knowledge, the operations of the Business and the Purchased Assets are currently and have been in compliance with all Environmental Laws. No Seller has received from any Person, with respect to the Business or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) To Sellers' Knowledge, Sellers have obtained and are in material compliance with all Environmental Permits (each of which is disclosed in Section 4.15(b) of the Disclosure Schedules) necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets and all such Environmental Permits are in full force and effect in accordance with Environmental Law, and Sellers are not aware of any condition, event or circumstance that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets. With respect to any such Environmental Permits, Sellers have undertaken, or will undertake prior to the Closing Date, all measures necessary to facilitate transferability of the same, and except as set forth in Section 4.15(b) of the Disclosure Schedules, Sellers are not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) To Sellers' Knowledge, none of the Business or the Purchased Assets or any real property currently or formerly owned, leased or operated by Sellers in connection with the Business is listed on, or have been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) To Sellers' Knowledge, there has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Business or the Purchased Assets or any real property currently or formerly owned, leased or operated by Sellers in connection with the Business, and no Seller has received an Environmental Notice that the Business or the Purchased Assets or real property currently or formerly owned, leased or operated by any Seller in connection with the Business (including soils, groundwater, surface water, buildings and other structure located thereon) have been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller.

(e) Section 4.15(e) of the Disclosure Schedules contains a complete and accurate list of all active or abandoned aboveground or underground storage tanks owned or operated by Sellers in connection with the Business or the Purchased Assets.

(f) Section 4.15(f) of the Disclosure Schedules contains a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by any Seller in connection with the Business or the Purchased Assets as to which any Seller may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and no Seller has received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by any Seller.

(g) No Seller has retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(h) Sellers have provided or otherwise made available to Buyers and listed in Section 4.15(h) of the Disclosure Schedules: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property currently or formerly owned, leased or operated by any Seller in connection with the Business which are in the possession of Sellers related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

Section 4.16 **Employee Benefit Matters.**

(a) Section 4.16(a) of the Disclosure Schedules contains a true and complete list of each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by any Seller for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of the Business or any spouse or dependent of such individual, or under which any Seller or any of its ERISA Affiliates has or may have any Liability, or with respect to which Buyers or any of their Affiliates would reasonably be expected to have any Liability, contingent or otherwise (as listed on Section 4.16(a) of the Disclosure Schedules, each, a "**Benefit Plan**").

(b) With respect to each Benefit Plan, Sellers have made available to Buyers accurate, current and complete copies of each of the following: (i) where the Benefit Plan have been reduced to writing, the plan document together with all amendments; (ii) where the Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (iii) where applicable, copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and similar agreements, and investment management or investment advisory agreements, now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise; (iv) copies of any summary plan descriptions, summaries of material modifications, employee handbooks and any other written communications (or a description of any oral communications) relating to any Benefit Plan; (v) in the case of any Benefit Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the Internal Revenue Service; (vi) in the case of any Benefit Plan for which a Form 5500 is required to be filed, a copy of the two most recently filed Form 5500, with schedules and financial statements attached; (vii) actuarial valuations and reports related to any Benefit Plans with respect to the most recently completed plan years; (viii) the most recent nondiscrimination tests performed under the Code; and (ix) copies of material notices, letters or other correspondence from the Internal Revenue Service, Department of Labor, Pension Benefit Guaranty Corporation or other Governmental Authority relating to the Benefit Plan.

(c) Each Benefit Plan and related trust (other than any multiemployer plan within the meaning of Section 3(37) of ERISA (each a "**Multiemployer Plan**")) has been established, administered and maintained in accordance with its terms and in material compliance with all applicable Laws (including ERISA, the Code and any applicable local Laws). Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a "**Qualified Benefit Plan**") is so qualified and has received a favorable and current 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 adversely affect the qualified status of any Qualified Benefit Plan. Nothing has occurred with respect to any Benefit Plan that has subjected or could reasonably be expected to subject any Seller or any of its ERISA Affiliates or, with respect to any period on or after the Closing Date, Buyers or any of their Affiliates, to a penalty under Section 502 of ERISA or to tax or penalty under Section 4975 of the Code. All benefits, contributions and premiums relating to each Benefit Plan have been timely paid in accordance with the terms of such Benefit Plan and all applicable Laws and accounting principles, and all benefits accrued under any unfunded Benefit Plan have been paid, accrued or otherwise adequately reserved to the extent required by, and in accordance with GAAP.

(d) No Seller nor any of its ERISA Affiliates has (i) incurred or reasonably expects to incur, either directly or indirectly, any Liability under Title I or Title IV of ERISA or related provisions of the Code or applicable local Law relating to employee

benefit plans; (ii) failed to timely pay premiums to the Pension Benefit Guaranty Corporation; (iii) withdrawn from any Benefit Plan; or (iv) engaged in any transaction which would give rise to liability under Section 4069 or Section 4212(c) of ERISA.

(e) With respect to each Benefit Plan (i) no such plan is a Multiemployer Plan, (ii) no such plan is a "multiple employer plan" within the meaning of Section 413(c) of the Code or a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA); and (iii) no Action have been initiated by the Pension Benefit Guaranty Corporation to terminate any such plan or to appoint a trustee for any such plan.

(f) Other than as required under Section 601 et. seq. of ERISA or other applicable Law, no Benefit Plan or other arrangement provides post-termination or retiree welfare benefits to any individual for any reason.

(g) There is no pending or, to Sellers' Knowledge, threatened Action relating to a Benefit Plan (other than routine claims for benefits), 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 or the subject of an application or filing under, or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.

(h) There has been no amendment to, announcement by any Seller or any of its Affiliates relating to, or change in employee participation or coverage under, any Benefit Plan or collective bargaining agreement that would increase the annual expense of maintaining such plan above the level of the expense incurred for the most recently completed fiscal year with respect to any director, officer, employee, consultant or independent contractor of the Business, as applicable. No Seller nor any of its Affiliates has any commitment or obligation or has made any representations to any director, officer, employee, consultant or independent contractor of the Business, whether or not legally binding, to adopt, amend, modify or terminate any Benefit Plan or any collective bargaining agreement.

Section 4.17 Employment Matters.

(a) Section 4.17(a) of the Disclosure Schedules contains a list of all persons who are employees, independent contractors or consultants of the Business as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) current annual base compensation rate; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. As of the date hereof, all compensation, including wages, commissions and bonuses payable to all employees, independent contractors or consultants of the Business for services performed or commissions earned on or prior to the date hereof have been paid in full or will be paid in full by the Closing Date, and there are no outstanding agreements, understandings or commitments of any Seller with respect

to any compensation, commissions or bonuses other than those incurred in the ordinary course of business consistent with past practice.

(b) Sellers are not, and have not been for the past ten (10) years, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, "Union"), and there is not, and has not been for the past ten (10) years, any Union representing or purporting to represent any employee of Sellers, and no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining. There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting Sellers or any employees of the Business. Sellers have no duty to bargain with any Union.

(c) Sellers are and have been in compliance with all applicable Laws in all material respects pertaining to employment and employment practices to the extent they relate to employees of the Business.

(d) Sellers have complied with the WARN Act, and it has no plans to undertake any action that would trigger the WARN Act.

Section 4.18 Taxes.

(a) All Tax Returns required to be filed by Sellers for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete, and correct in all respects. All Taxes due and owing by any Seller (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Sellers have withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any Employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

Section 4.19 **Broker.** 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 or any other Transaction Document based upon arrangements made by or on behalf of Sellers.

ARTICLE V **REPRESENTATIONS AND WARRANTIES OF BUYERS**

Buyers, jointly and severally, represent and warrant to Sellers that the statements contained in this ARTICLE V are true and correct as of the date hereof.

Section 5.1 **Organization and Qualification of Buyers.** Each Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Michigan and has full corporate power and authority to operate the Business after Closing Date. Buyers are (or will be as of the Closing Date) qualified to do business in the Commonwealth of Pennsylvania.

Section 5.2 Authority of Buyers. Each Buyer has full company power and authority to enter into this Agreement and the other Transaction Documents to which such Buyer 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 Buyer of this Agreement and any other Transaction Document to which such Buyer is a party, the performance by such Buyer of its obligations hereunder and thereunder and the consummation by such Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite company action on the part of such Buyer. This Agreement have been duly executed and delivered by each Buyer, and (assuming due authorization, execution, and delivery by Sellers) this Agreement constitutes a legal, valid, and binding obligation of each Buyer enforceable against such Buyer in accordance with its terms. When each other Transaction Document to which a Buyer is or will be a party have been duly executed and delivered by such Buyer (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of such Buyer enforceable against it in accordance with its terms.

Section 5.3 No Conflicts; Consents. The execution, delivery and performance by each Buyer of this Agreement and the other Transaction Documents to which such Buyer is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of formation, operating agreement, or other organizational documents of such Buyer; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to such Buyer; or (c) require the consent, notice or other action by any Person under any Contract to which such 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 Buyers in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 5.4 Legal Proceedings. There are no Actions pending or, to Buyers' knowledge, threatened against or by any Buyer or any of their respective Affiliates 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 or serve as a basis for any such Action.

Section 5.5 Broker. 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 or any other Transaction Document based upon arrangements made by or on behalf of Buyers.

ARTICLE VI **COVENANTS**

Section 6.1 Consulting Agreement. Buyers and Sellers shall enter into a Consulting Agreement in the form attached hereto as Exhibit A for a period of four (4) years at an annual rate of Two Hundred Twelve Thousand Five Hundred (\$212,500) Dollars ("**Consulting Fee**").

Each annual installment of the Consulting Fee shall be payable in advance commencing on the Closing Date.

Section 6.2 Confidentiality. From and after the Closing, Sellers and Principals shall, and shall each use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all non-public, proprietary information, whether written or oral, concerning the Business, except to the extent that Sellers can show that such information (a) is generally available to and known by the public through no fault of Sellers or Principals, any of their Respective Affiliates or Representatives; or (b) is lawfully acquired by Sellers or Principals, any of their respective Affiliates or Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Sellers, Principals or any of their Respective Affiliates or Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Sellers shall promptly notify Buyers in writing and shall disclose only that portion of such information which Sellers are advised by its counsel in writing is legally required to be disclosed, provided that Sellers shall, at Buyers' expense, use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 6.3 Non-competition; Non-solicitation.

(a) For a period of time starting on the Closing Date and ending on the fifth anniversary of the Closing Date (the "**Restricted Period**"), Sellers and Principals shall not, 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) cause, induce or encourage any actual or prospective client, customer, supplier or licensor of the Business (including any existing or former client or customer of any Seller and any Person that becomes a client or customer of the Business after the Closing), or any other Person who has a business relationship with the Business, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, Sellers may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if such Sellers are not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

(b) During the Restricted Period, Sellers shall not, directly or indirectly, hire or solicit any person who is or was employed in the Business during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; provided, that nothing in this Section 6.3(b) shall prevent Sellers or any of their Affiliates from hiring (i) any employee whose employment have been terminated by a Buyer or (ii) after 180 days from the date of termination of employment, any employee whose employment has been terminated by the employee.

(c) Sellers acknowledge that a breach or threatened breach of this Section 6.3 may give rise to irreparable harm to Buyers, for which monetary damages may not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Sellers of any such obligations, Buyers 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).

(d) Sellers acknowledge that the restrictions contained in this Section 6.3 are reasonable and necessary to protect the legitimate interests of Buyers and constitute a material inducement to Buyers to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 6.3 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 6.3 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.

Section 6.4 Employees and Employee Benefits.

(a) As of the Effective Date, Sellers shall pay in full all of the salaries, wages, bonuses, benefits of any kind, paid time off, and any other employment related Liabilities, if otherwise due upon termination of employment (including all applicable withholdings and contributions) accruing prior to the Effective Date with respect to all of Sellers' employees. Buyers shall not be bound by or assume any employment contracts or collective bargaining agreements to which any Seller may be a party. Nothing in this Agreement shall create any right in favor of any person not a party to this Agreement or constitute an employment agreement or condition of employment for any employee of any Seller.

(b) Subject to meeting Buyers' hiring eligibility criteria, Buyers shall offer employment effective on the Effective Date to those employees of Sellers listed on Schedule 6.2(b). The employees who accept Buyers' offer of employment are referred to as the "**Hired Employees.**"

(c) Notwithstanding anything in this Agreement to the contrary, the Hired Employees shall be at will employees of Buyers on and after the Effective Date, terminable at any time for any reason or no reason.

(d) Sellers shall terminate the employment of the Hired Employees effective as of the Effective Date.

(e) Sellers shall be responsible for all Liabilities arising out of or related to Sellers' employment of any Hired Employees arising on or before the Effective Date and for all employment related claims arising and relating to incidents occurring on or prior to the Effective Date. Sellers shall be liable for the administration and payment of all workers' compensation and unemployment compensation liabilities and benefits with respect to Hired Employees to the extent resulting from claims, events, circumstances, exposures, conditions, or occurrences occurring on or prior to the Effective Date. Buyers shall be responsible for all Liabilities arising out of or related to Buyers' employment of any Hired Employees arising on or after the Effective Date and for all employment related claims arising and relating to incidents occurring after the Effective Date. Buyers shall be liable for the administration and payment of all workers' compensation and unemployment compensation liabilities and benefits with respect to Hired Employees to the extent resulting from claims, events, circumstances, exposures, conditions, or occurrences occurring after the Effective Date.

Section 6.5 Further Assurance. 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 and the Transaction Documents.

Section 6.6 Costs Incurred by Sellers Pursuant to Management Agreement. Buyers shall reimburse Sellers for any out-of-pocket costs, if any, reasonably incurred by Sellers pursuant to the Management Agreement. Sellers shall provide Buyers with a detailed list of all expenses incurred by Sellers pursuant to the Management Agreement.

Section 6.7 License to Use Facility. Provided that Sellers' use does not unreasonably interfere with Buyers use of the Facility and operation of the Business, Buyers hereby grants to Sellers a license to utilize and access, during normal business hours: (i) the garage; (ii) the dirt parking lot of the Facility to store Excluded Assets; (ii) the server room and Sellers' servers; and (iii) the two offices currently used by Laurie Searles and the Sellers' Controller including phone and internet access. Notwithstanding the foregoing, this license shall terminate on December 31, 2022, except for access to server room and use of Seller's servers which shall terminate on March 31, 2023. The foregoing license shall be granted to Sellers at no added cost or expense to Sellers. The terms and conditions of this Section 6.7 shall survive the Closing Date until the expiration of such licenses as set forth above.

Section 6.8 Record Retention.

(a) For a period of five (5) years after the Closing Date, Buyers shall make available to Sellers all Books and Records of Sellers which Buyers acquired pursuant to this Agreement during normal business hours for copy (at Sellers' expense), examination and review for any tax related, regulatory, litigation, or other reasonable purposes; provided, however, that such examination shall not unduly interfere with the operation of Buyers' business.

(b) Buyers shall not be obligated to provide Sellers with access to any books or records (including personnel files) pursuant to this Section 6.8 where such access would violate any Law.

ARTICLE VII INDEMNIFICATION

Section 7.1 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is 18 months from the Closing Date; provided, that the representations and warranties in (i) Section 4.1 (Organization and Qualification of Sellers), Section 4.2 (Authority of Sellers), Section 4.8 (Title to Purchased Assets), Section 5.1 (Organization of Buyers) and Section 5.2 (Authority of Buyers) shall survive for the three (3) year period following the Closing Date, and (ii) Section 4.15 (Environmental Matters) and Section 4.18 (Taxes) shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus sixty (60) days. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 7.2 Indemnification by Sellers. Subject to the other terms and conditions of this Section 7.2, Sellers shall, jointly and severally, indemnify and defend each Buyer and its Respective Affiliates and Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any breach of any of the representations or warranties of Sellers contained in this Agreement, the other Transaction Documents or in any certificate or instrument delivered by or on behalf of any Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by any Seller pursuant to this Agreement, the other Transaction Documents or any certificate or instrument delivered by or on behalf of any Seller pursuant to this Agreement; or

(c) any Excluded Asset or any Excluded Liability.

Section 7.3 Indemnification by Buyers. Subject to the other terms and conditions of this Agreement, Buyers shall, jointly and severally, indemnify and defend each Seller and its

Respective Affiliates and Representatives (collectively, the “**Seller Indemnitees**”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) Any breach of any of the representations or warranties of Buyers contained in this Agreement, the other Transaction Documents or in any certificate or instrument delivered by or on behalf of any Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any Loss sustained by Sellers pursuant to the Management Agreement; or

(c) any material breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyers pursuant to this Agreement;

Section 7.4 **Third Party Claims.**

(a) Promptly after receipt by a Person entitled to indemnity under Section 7.2 or Section 7.3 (an “**Indemnified Person**”) of notice of the assertion of any claim against any Indemnified Person by a third party (a “**Third-Party Claim**”), such Indemnified Person shall give notice to the Person obligated to indemnify under such Section (an “**Indemnifying Person**”) of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person’s failure to give such notice.

(b) If an Indemnified Person gives notice to the Indemnifying Person pursuant to Section 7.4(a) of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (i) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate, (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim or (iii) such Third-Party Claim relates to or arises in connection with any criminal or quasi-criminal Proceeding or any Proceeding by a Governmental Authority pursuant to Environmental Law), to assume the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Section 7.4 for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the

defense or investigation of such Third-Party Claim. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claims may be effected by the Indemnifying Person without the Indemnified Person's consent unless (A) there is no finding or admission of any violation of any Legal Requirement or any violation of the rights of any Person, (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person, and (iii) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent. If notice is given to an Indemnifying Person of the assertion of any Third-Party Claim and the Indemnifying Person does not, within ten (10) days after the Indemnified Person's notice is given, give notice to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person will be bound by any determination made in such Third-Party Claim or any compromise or settlement effected by the Indemnified Person. In the event that the Indemnifying Person declines or is not entitled to participate in or assume the defense of such Third-Party Claim, in accordance with the provisions of this Section 7.4(b), or if the Indemnifying Person abandons or fails to diligently pursue such defense, any of the Indemnified Persons may undertake such defense and the Indemnifying Person shall reimburse the Indemnified Persons for their reasonable legal fees and expenses in connection therewith as and when such fees and expenses are incurred by them.

(c) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(d) With respect to any Third-Party Claim subject to indemnification under this Section 7.4: (i) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Person reasonably informed in all material respects of the status of such Third-Party Claim and any related proceedings where such Person is not represented by its own counsel, and (ii) the parties agree to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(e) With respect to any Third-Party Claim subject to indemnification under this Section 7.4 the parties shall cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each party agrees that: (i) it will use reasonable best efforts, in respect of any Third-Party Claim in which it has assumed or has participated in the defense, to avoid production of Confidential Information (consistent with applicable law and rules of procedure), and (ii) all communications between any parties hereto and counsel responsible for or participating in the defense of

any Third-Party Claim will, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

Section 7.5 Certain Limitations. The indemnification provided for in Section 7.2 and Section 7.3 shall be subject to the following limitations:

(a) Sellers shall not be liable to the Buyer Indemnitees for indemnification under Section 7.2(a) until the aggregate amount of all Losses in respect of indemnification under Section 7.2(a) exceeds \$50,000 (the "**Deductible**"), in which event Sellers shall be required to pay or be liable for all such Losses only in excess of the Deductible. The aggregate amount of all Losses for which Sellers shall be liable pursuant to Section 7.2(a) shall not exceed Five Hundred Thousand (\$500,000) Dollars (the "**Cap**").

(b) Buyers shall not be liable to the Seller Indemnitees for indemnification under Section 7.3(a) until the aggregate amount of all Losses in respect of indemnification under Section 7.3(a) exceeds the Deductible, in which event Buyer shall be required to pay or be liable for all such Losses in excess of the Deductible. The aggregate amount of all Losses for which Buyers shall be liable pursuant to Section 7.3(a) shall not exceed the Cap.

(c) Notwithstanding the foregoing, the limitations set forth in Section 7.5(a) and Section 7.5(b) shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any representation or warranty in Section 4.1 (Organization and Qualification of Sellers), Section 4.2 (Authority of Sellers), Section 4.8 (Title to Purchased Assets), Section 4.18 (Taxes), Section 5.1 (Organization of Buyers) and Section 5.2 (Authority of Buyers). The aggregate amount of all Losses for which Sellers will be liable for any inaccuracy in or breach of any representation or warranty in Sections 4.1, 4.2, 4.8 or 4.18 will not exceed the Purchase Price.

(d) For purposes of determining the amount of Losses incurred in connection with any breach of any representation or warranty set forth in this Agreement, but not for purposes of determining whether such breach or inaccuracy has occurred, such representation or warranty shall be read without giving effect to materiality, Material Adverse Effect or other similar qualification.

(e) Payments subject to indemnification for a particular claim will be reduced by the amount actually recovered from a third party (including any insurance company) and the amount of any recovery from any Action included within Purchased Assets with respect to such claim, less any costs or expenses incurred by in connection with its collection of such amount (including any increased premiums).

(f) Buyer Indemnitees shall use commercially reasonable efforts to minimize the amount of any indemnified Losses as required by Law, including seeking recovery under all applicable insurance policies, with all mitigation costs to be included in the amount of Losses arising under the applicable indemnified claim. Losses will not include punitive damages unless awarded pursuant to a third-party claim.

Section 7.6 Exclusive Remedies. Subject to Section 6.3 and Section 8.10, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud or criminal activity on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth in this Agreement or the other Transaction Documents shall be pursuant to the indemnification provisions set forth in this Section 6.5. Nothing in this Section 7.6 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's fraudulent, criminal or intentional misconduct. Any indemnification payment by an Indemnifying Party shall be treated as an adjustment to Purchase Price.

Section 7.7 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Expenses. Except as otherwise expressly provided herein, 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 8.2 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 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 8.2):

If to Sellers:

with a copy to:

Metz Lewis Brodman Must O'Keefe, LLC
535 Smithfield Street, Suite 800
Pittsburgh, Pennsylvania 15222
E-mail: LMetz@metzlewis.com
Attention: LeRoy Metz

If to Buyers:

Corrigan Moving Systems
3600 E. Ellsworth Road
Ann Arbor, Michigan 48108

E-mail: kcorrigan@corrigan.com
Attention: Kevin Corrigan

with a copy to:

Kerr, Russell and Weber PLC
500 Woodward Avenue, Suite 2500
Detroit, Michigan 48226-3427
E-mail: jgatti@kerr-russell.com
Attention: John D. Gatti

Section 8.3 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.

Section 8.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.5 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. Except as provided in Section 6.3(d), 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 8.6 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, Buyers 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 direct or indirect wholly-owned subsidiaries. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.7 No Third-party Beneficiaries. 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 8.8 Amendment and Modification; Waiver. 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 8.9 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 Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA IN EACH CASE LOCATED IN THE CITY OF PITTSBURG AND COUNTY OF ALLEGHENY, 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 OR THE OTHER TRANSACTION DOCUMENTS 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, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. 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 8.9(C).

Section 8.10 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.

Section 8.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Agreement, and same shall become effective when counterparts have been signed by each party and each party has delivered its signed counterpart to the other party. A digital reproduction, portable document format (".pdf") or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding, and effective for all purposes.

[SIGNATURES ON THE FOLLOWING PAGE]

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.

SELLERS:

PARKS MOVING AND STORAGE, INC.,
a Pennsylvania corporation

By: Laurie Seales
Its: President

WILLIAMS MOVING AND STORAGE, INC.,
a Pennsylvania corporation

By: Laurie Seales
Its: President

PARKS REAL ESTATE, LP,
a Pennsylvania limited partnership

By: Parks Investment Company, LLC
Its: General Partner

By: _____

Name: _____

Title: _____

A & N LEASING CO., INC.,
A Pennsylvania corporation

By: Laurie Seales
Its: President

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.

SELLERS:

PARKS MOVING AND STORAGE, INC.,
a Pennsylvania corporation

By: _____

Its: _____

WILLIAMS MOVING AND STORAGE, INC.,
a Pennsylvania corporation

By: _____

Its: _____

PARKS REAL ESTATE, LP,
a Pennsylvania limited partnership

By: Parks Investment Company, LLC
Its: General Partner

By: B B Williams

Name: BARTON B W, WILLIAMS

Title: Managing Partner

A & N LEASING CO., INC.,
A Pennsylvania corporation

By: _____

Its: _____

B & B SYSTEMS, INC.,
a Pennsylvania corporation

By: Laurie Searles
Its: President

PRINCIPALS:

Bart Williams
Laurie Searles
Laurie Searles

BUYERS:

CORRIGAN - PENNSYLVANIA, LLC,
a Michigan limited liability company

By: _____

Its: _____

WARRENDALE WAREHOUSE, LLC,
a Michigan limited liability company

By: _____

Its: _____

B & B SYSTEMS, INC.,
a Pennsylvania corporation

By: _____

Its: _____

PRINCIPALS:

B B Williams
Bart Williams

Laurie Searles

BUYERS:

CORRIGAN – PENNSYLVANIA, LLC,
a Michigan limited liability company

By: _____

Its: _____

WARRENDALE WAREHOUSE, LLC,
a Michigan limited liability company

By: _____

Its: _____

B & B SYSTEMS, INC.,
a Pennsylvania corporation

By: _____

Its: _____

PRINCIPALS:

Bart Williams

Laurie Searles

BUYERS:

CORRIGAN – PENNSYLVANIA, LLC,
a Michigan limited liability company

By: Kerw Long

Its: Manager

WARRENDALE WAREHOUSE, LLC,
a Michigan limited liability company

By: Kerw Long

Its: Manager

CORRIGAN EQUIPMENT, LLC,
a Michigan limited liability company

By: Kenn Torgas

Its: Manager