



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed May 24, 2024

United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

EYE CARE LEADERS PORTFOLIO  
HOLDINGS, LLC, *et al.*,<sup>1</sup>

Debtors.

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Chapter 11

Case No. 24-80001 (MVL)

(Jointly Administered)

**Re: Docket No. 81**

**ORDER (A) APPROVING THE SALE OF SUBSTANTIALLY  
ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS  
AND LIABILITIES, (B) AUTHORIZING THE DEBTORS TO ASSUME  
AND ASSIGN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN  
CONNECTION WITH THE SALE, AND (C) GRANTING RELATED RELIEF**

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtors' federal tax identification number are as follows: ECL PH Services Group LLC (6746); Eye Care Leaders Portfolio Holdings, LLC (0576); Alta Billing Holdings, LLC (4944); Alta Billing, LLC (4823); Cantu Health, LLC (7791); DJRTC, LLC (N/A); ECL Group, LLC (9195); ECL Holdings, LLC (8888); Eye Care Leaders Holdings, LLC (1701); iMedicWare, Inc. (6251); IMW EMR, LLC (6421); IMW Holdings, LLC (3980); Insight Software, LLC (8321); Integrity EMR Holdings, LLC (3877); Integrity EMR, LLC (3716); IO Practiceware, Inc. (4507); IOPW Holdings, LLC (0461); IOPW, LLC (N/A); Keymed Holdings, LLC (0301); Keymed, LLC (9379); MD Office, LLC (9075); MDO Group Holdings, LLC (0435); MDX, LLC (5074); Medflow Holdings, LLC (7716); Medflow, Inc. (N/A); MNI Holdings, LLC (7633); MRX Holdings, LLC (N/A); My Vision Express, Inc. (N/A); Penn Medical Informatics Systems, LLC (4584); PI Software Holdings, LLC (N/A); PI Software, LLC (N/A); PMX, LLC (N/A); Revenue Health Solutions, LLC (7025); RHS Holdings, LLC (N/A); and The Hoehne Group – Software Division, Inc. (7788). The Debtors' principal offices are located at 555 S. Mangum Street, Suite 100, Durham, NC 27701.

Upon the Debtors' Motion for (I) an Order (A) Approving Bidding Procedures and Certain Bid Protections, (B) Scheduling Bid Deadline, Auction, and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof; (II) an Order Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, and Interests; and (III) Granting Related Relief [Docket No. 81] (the "Sale Motion"), filed by the above captioned debtors and debtors in possession (collectively, the "Debtors"), seeking entry of this order (this "Sale Order") for, among other things, approval of: (a) the sale of substantially all of the Debtors' assets pursuant to the APA (as defined below) free and clear of liens, Claims, and interests, (b) the assumption and assignment of executory contracts and unexpired leases of the Debtors as may be requested by the Purchaser (as defined below) and the proposed cure amounts with respect thereto (the "Cure Cost"), and (c) the assumption of certain liabilities, all as more fully set forth in the Sale Motion; and the Court having entered the Order (A) Approving Bidding Procedures and Certain Bid Protections, (B) Scheduling Bid Deadline, Auction, and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof [Docket No. 146] (the "Bidding Procedures Order"); and the Court having entered the Order Granting Debtors' Emergency Motion to Extend Sale Deadlines [Docket No. 287] (the "First Extension Order"); and the Court having entered the Order Granting Debtors' Second Emergency Motion to Extend Sale Deadlines [Docket No. 362] (together with the First Extension Order, the "Extension Orders"); and the Court being satisfied that the relief requested in the Sale Motion is necessary and in the best interests of the Debtors and their estates; and it appearing that sufficient notice of the Sale Motion has been given, and that no other or further notice is required; and this Court having reviewed the Sale Motion and having considered the evidence

and arguments presented at a hearing on May 13, 2024 and continued through May 22, 2024 (the “Sale Hearing”); and this Court having determined that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, the Court hereby finds as follows:<sup>2</sup>

A. **Jurisdiction and Venue.** The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N), and (O).

B. **Notice.** As evidenced by the certificates of service filed with the Court, proper, timely, adequate, and sufficient notice of (a) the Sale Motion, (b) the auction held on May 2, 2024 (the “Auction”), (c) the sale of the Purchased Assets (as defined below) to the Purchaser (as defined below) pursuant to (i) the bidding procedures authorized by the Court in the Bidding Procedures Order (the “Bidding Procedures”) and (ii) the APA and the transactions contemplated in connection therewith (the “Sale”), (d) the assumption and assignment to the Purchaser of certain executory contracts and unexpired leases as described and identified more fully in the APA (collectively, the “Assumed Contracts”), (e) the Cure Costs, (f) the Successful Bidder, (g) the Sale Hearing, and (h) all deadlines related thereto has been provided by the Debtors to each party entitled thereto in accordance with the Bidding Procedures Order and the Extension Orders. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion has been afforded to all interested persons and entities.

C. The Debtors filed with the Court and served upon the non-Debtor counterparties to the Assumed Contracts a *Notice of Executory Contracts and Unexpired Leases Subject to Possible Assumption and Assignment and Proposed Cure Amounts* [Docket No. 151] and a *First*

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<sup>2</sup> The findings of fact and conclusions of law herein constitute the Court’s findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

*Amended Notice of Executory Contracts and Unexpired Leases Subject to Possible Assumption and Assignment and Proposed Cure Amounts* [Docket No. 370] (collectively, the “Cure Notice”), identifying, among other things, the Cure Costs in accordance with the Bidding Procedures Order and Extension Orders. The service of the Cure Notice was sufficient under the circumstances and in full compliance with the Bidding Procedures Order and Extension Orders, and no further notice need be provided in respect of the Debtors’ assumption and assignment to the Purchaser of the Assumed Contracts, the Cure Costs, or the Sale. All non-Debtor counterparties to the Assumed Contracts have had an adequate opportunity to object to the assumption and assignment of the Assumed Contracts and the Cure Costs.

D. The notice described in the foregoing paragraphs is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Sale (and the transactions contemplated in connection therewith), the assumption and assignment to the Purchaser of the Assumed Contracts, the Cure Costs, the Auction, the Sale Hearing, and all deadlines related thereto is or shall be required.

E. **APA**. The assets being sold to the Purchaser (the “Purchased Assets,” as defined in the APA as the “Assets”), as more fully described in that certain Asset Purchase Agreement dated as of May 12, 2024 and that certain Amendment to Asset Purchase Agreement dated as of May 23, 2024 (attached hereto as **Exhibits 1 and 2**, collectively, the “APA”)<sup>3</sup> between the Debtors listed in the APA (collectively, the “Sellers”) and Colorado Bankers Life Insurance Company (the “Purchaser”), pursuant to which the Sellers have agreed to sell the Purchased Assets to the Purchaser, constitute property of the Sellers’ bankruptcy estates and title thereto is vested in the Sellers’ estates within the meaning of section 541 of the Bankruptcy Code.

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<sup>3</sup> All capitalized terms used but not otherwise defined in this Sale Order shall have the meanings ascribed to them in the Sale Motion or the APA, as applicable.

F. **The Sale Process.** The Sale is duly authorized pursuant to sections 102(1), 363(b)(1), 363(f) and 365 of the Bankruptcy Code and rules 2002, 6004(f), 6006, and 9014 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”). As demonstrated by (i) the testimony and other evidence adduced at the Sale Hearing, (ii) the representations of counsel made on the record at the Sale Hearing, and (iii) the docket of this case, the Debtors have marketed the Purchased Assets and conducted all aspects of the Sale process at arms’-length, in good faith, and in compliance with the Bidding Procedures, the Bidding Procedures Order, and the Extension Orders. The marketing process undertaken by the Debtors and their professionals, agents, and other representatives with respect to the Purchased Assets has been adequate and appropriate and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures were duly noticed, were substantively and procedurally fair to all parties, and the Auction was conducted in a diligent, non-collusive, fair, and good faith manner, in accordance with the Bidding Procedures. The APA constitutes the highest and best offer for the Purchased Assets.

G. The deadline for submitting a bid for the Debtors’ assets passed on April 29, 2024, at 4:00 p.m. (prevailing Central Time) (the “Bid Deadline”) in accordance with the Bidding Procedures, Bidding Procedures Order, and Extension Orders. The Debtors conducted the Auction commencing at 9:30 a.m. (prevailing Central Time) on May 2, 2024, in accordance with the Bidding Procedures, Bidding Procedures Order, and Extension Orders. At the conclusion of the Auction, the Debtors, after consultation with the Official Committee of Unsecured Creditors (the “Committee”), determined in a valid and sound exercise of their business judgment that the transactions contemplated by the APA were the highest or otherwise best bid and, therefore, Purchaser’s bid was designated as the successful bid (the “Successful Bid”). The Successful Bid

was modified on the record at the Sale Hearing. The Debtors, after consultation with the Committee, selected Create Capital Special Situations Fund, LLC (“Create”) as the Back-Up Bidder (as defined in the Bidding Procedures), and the bid submitted by the Back-Up Bidder at the Auction as the Back-Up Bid.<sup>4</sup> On May 3, 2024, the Debtors filed their *Notice of Auction Results and Designation of Successful Bidder* [Docket No. 374] (the “Notice of Successful Bidder”), identifying the Purchaser as the Successful Bidder for the Purchased Assets and Create as the Back-Up Bidder in accordance with the Bidding Procedures Order and Extension Orders. As established by the record of the Sale Hearing, the Bidding Procedures Order and Extension Orders have been complied with in all material respects by the Debtors and the Purchaser. The Bidding Procedures and the Auction afforded a full, fair, and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Purchased Assets.

H. Through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures Order and Extension Orders, the Debtors: (a) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Purchased Assets; (b) provided potential purchasers, upon request, sufficient due diligence information to enable them to make an informed judgment on whether to bid on the Purchased Assets and to submit the materials required under the Bidding Procedures Order by the Bid Deadline ; (c) considered any Qualified Bids submitted on or before the Bid Deadline; and (d) conducted the sale process in a diligent, non-collusive, fair, and good faith manner. The disclosures made by the Debtors concerning the

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<sup>4</sup> The Back-Up Bid was modified on the record during the Sale Hearing. In the event that Purchaser fails to consummate the Sale described herein, the Debtors shall notify the Back-Up Bidder no later than one business day after the proposed closing date with the Purchaser of the Purchaser’s failure to close and shall set an emergency hearing to seek approval of any modifications necessary to this Sale Order, authorizing the Debtors to execute and consummate the Back-Up Bidder’s APA based on the Back-Up Bidder’s Bid at the Auction.

Purchased Assets, the APA, the transactions contemplated thereunder, the Auction, and the Sale Hearing were good, complete, and adequate.

I. **Business Justification.** The Debtors have articulated good and sufficient business reasons for the Court to: (i) approve the APA, and, subject to the terms of this Sale Order, authorize the Debtors' consummation of the Sale, including the sale of the Purchased Assets to the Purchaser and its permitted assigns pursuant to the terms of the APA; (ii) authorize and approve the assumption or assumption and assignment of the Assumed Contracts as set forth herein and in the APA on the Closing Date (defined below); and (iii) authorize and approve the assumption of the Assumed Liabilities as set forth in the APA. Entry into the APA and consummation of the Sale are sound exercises of the Debtors' business judgment, and such acts are in the best interests of the Debtors, their estates and creditors, and all parties in interest. At Closing, in accordance with the *Final Order (I) Authorizing the Debtors to (A) Obtain Replacement Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 177] (the "Final DIP Order"), all outstanding DIP Obligations (as defined in the Final DIP Order) will be indefeasibly satisfied in full pursuant to section 363(k) of the Bankruptcy Code, subject to the provisions of paragraph 8(a) and (b) of the Final DIP Order regarding the Carve Out.

J. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose for: (i) the sale of the Purchased Assets outside of the ordinary course of business pursuant to Bankruptcy Code section 363(b) prior to and outside of a plan of reorganization because of the Debtors' current financial position; (ii) a restriction on the Debtors pursuing, considering, or accepting any further offers for the Purchased Assets from and after the

entry of this Sale Order through the earlier of the consummation of the Sale or termination of the APA in accordance with its terms; and (iii) the immediate consummation of the APA. Such circumstances and purposes include: (a) the Debtors conducted a robust marketing process to sell the Purchased Assets and the APA constitutes the highest and best offer for the Purchased Assets; (b) the APA and the closing of the Sale present the best opportunity to realize the highest value for the Purchased Assets; (c) there is risk of deterioration of the value of the Purchased Assets if the Sale is not consummated in accordance with the terms of the APA and this Sale Order; (d) the APA and the sale of the Purchased Assets to the Purchaser provide greater value to the Debtors' estates than would be provided by any other presently available alternative; (e) the Bidding Procedures utilized were designed to yield the highest or otherwise best bids for the Purchased Assets; and (f) the Purchaser would not agree to purchase the Purchased Assets pursuant to the terms of the APA and this Sale Order if the Purchased Assets remained subject to higher or better offers after the entry of this Sale Order. To maximize the value of the Purchased Assets and preserve the viability of the operations to which the Purchased Assets relate, it is essential that the Sale occur within the time constraints set forth in the APA and this Sale Order and that the Purchaser be protected against any further offers for the Purchased Assets.

K. **Good Faith.** The APA was negotiated, proposed, and is undertaken by the Debtors and the Purchaser at arms'-length, without collusion or fraud, and in good faith within the meaning of Bankruptcy Code section 363(m). The Purchaser is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. The Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets, and agreed to, and did, subject its bid to the competitive Bidding Procedures. Neither the Debtors, nor the Purchaser, nor any affiliate of the

Purchaser has engaged in any conduct that would cause or permit the APA to be avoided under section 363(n) of the Bankruptcy Code. As a result of all of the foregoing, the Purchaser is entitled to the protections of Bankruptcy Code section 363(m), including in the event this Sale Order or any portion thereof is reversed or modified on appeal, and otherwise has proceeded in good faith in all respects in connection with these cases. The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia.

L. The Purchaser is not an “insider” or “affiliate” of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code. The Debtors have dealt with Purchaser at arms’-length.

M. **Authority.** The Debtors (i) have full corporate power and authority to execute the APA, and the Sale by the Debtors to the Purchaser has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and all transactions contemplated by the APA, (iii) have taken all corporate action necessary to authorize and approve the APA and the consummation by the Debtors of the Sale and all transactions contemplated thereby, and (iv) require no consents or approvals that have not been obtained, other than the Court’s entry of this Sale Order and those expressly provided for in the APA, to consummate such transactions.

N. **Highest and Otherwise Best Offer.** The total consideration provided by the Purchaser for the Purchased Assets represents the highest and best offer received by the Debtors, and the amount of aggregate consideration provided by the Purchaser to the Debtors pursuant to the APA constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, applicable state laws, including, without limitation, the Uniform Voidable Transactions

Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and any other such applicable laws, and may not be avoided under Bankruptcy Code section 363(n) or any provision of chapter 5 of the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. No other person or entity or group of persons or entities has offered to purchase the Purchased Assets for an amount of aggregate consideration that would provide greater value to the Debtors' estates than the Purchaser. The Debtors' determination that the APA constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment. The Court's approval of the Sale Motion, the Sale, and the APA, and the immediate consummation thereof, is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

O. **Valid Transfer.** As of the Closing, pursuant and subject to the terms of the APA, the transfer of the Purchased Assets and the Sale will effect a legal, valid, enforceable, and effective transfer of the Purchased Assets and will vest the Purchaser with all of the Debtors' right, title, and interest in the Purchased Assets, free and clear of all Liens (except for Permitted Liens), Claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities).

P. **Free and Clear.** The Purchaser would not have entered into the APA and would not have consummated the Sale, thus adversely affecting the Debtors, their estates, and their creditors, unless both (i) the Sale and (ii) the assumption and assignment of the Assumed Contracts to the Purchaser were free and clear of all Liens (except for Permitted Liens), Claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities). Claims, as defined herein, shall include, but not be limited to, Excluded Liabilities,

all debts arising under, relating to, the Purchased Assets, or in connection with any act of any Debtor or claims, liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, restrictive covenants, covenants not to compete, rights to refunds, escheat obligations, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of the Debtors' chapter 11 cases, and whether imposed by agreement, applicable law, equity, or otherwise (including, without limitation, rights with respect to claims and encumbrances (i) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' or Purchaser's interests in the Purchased Assets, or any similar rights, (ii) in respect of taxes owed by the Debtors for periods prior to the Closing Date, including, but not limited to, sales, income, use or any other type of tax; or (iii) in respect of restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership) relating to, accruing or arising any time prior to the Closing Date.

Q. **Satisfaction of 363(f) Standards.** The Debtors may sell the Purchased Assets free and clear of all Liens (except for Permitted Liens), Claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities), because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims (as defined in the Bankruptcy Code), encumbrances, and other interests and any non-Debtor counterparties to the Assumed Contracts, that did not object, or who withdrew their objection, to the Sale, the Sale Motion, the assumption and assignment of the applicable Assumed Contract,

including the associated Cure Cost, have consented to the relief granted herein pursuant to section 363(f)(2) of the Bankruptcy Code. Those (i) holders of Liens and (ii) non-Debtor parties to Assumed Contracts who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, if any, attach to the portion of the net Sale proceeds ultimately attributable to the property against or in which they assert a right, Claim, Lien or interest, in the order of their priority, with the same validity, force, and effect that they now have as against such property, subject to any claims and defenses the Debtors may possess with respect thereto.

R. **No Successor Liability.** Neither the Purchaser nor any of its affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Purchaser nor any of its affiliates shall assume or in any way be responsible for any Liability or obligation of any of the Debtors and/or their estates, except as otherwise expressly provided in the APA.

S. **Assumed Contracts and Cure Costs.** The Debtors have demonstrated that the assumption and assignment of the Assumed Contracts to the Purchaser in connection with the consummation of the Sale is an exercise of the Debtors' sound business judgment and is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assumed Contracts being assigned to the Purchaser are an integral part of the APA and the Sale and, accordingly, the assumption and assignment of the Assumed Contracts is reasonable and enhances the value of the Debtors' estates. Any non-Debtor counterparty to an Assumed Contract that has not actually filed with the Court an objection to such assumption and assignment in accordance with the terms of the Bidding Procedures Order, Extension Orders, and

Cure Notice is deemed to have consented to such assumption and assignment on the terms set forth in this Sale Order and the APA.

T. The Debtors and the Purchaser (including any designees), as applicable under the APA, have, including by way of entering into the APA, and agreeing to the provisions relating to the Assumed Contracts therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Purchaser (including any designees) has, based upon the record of these proceedings, provided adequate assurance of future performance of and under the Assumed Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. No default exists in the Debtors' performance under the Assumed Contracts as of the Closing Date other than the failure to pay Cure Costs or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code. The Purchaser's promise under the APA to perform the obligations under the Assumed Contracts after Closing shall constitute sufficient adequate assurance of future performance under the Assumed Contracts being assigned to the Purchaser within the meanings of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby found to be the sole amounts necessary to cure any and all defaults under the Assumed Contracts under section 365(b) of the Bankruptcy Code.

U. **No Sub Rosa plan.** The Sale does not constitute a *sub rosa* chapter 11 plan. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for any of the Debtors.

V. **Opportunity to Object.** A fair and reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities.

W. **Final Order.** This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and, sufficient cause having been shown, waives any such stay. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale contemplated by the APA. The Purchaser may consummate the Sale subject to the terms of this Sale Order.

X. **Automatic Stay.** The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified with respect to the Debtors to the extent necessary, without further order of the Bankruptcy Court, to allow the Purchaser to deliver any notice provided for in the APA and allow the Purchaser to take any and all actions permitted under the APA, in each case in accordance with the terms and conditions thereof.

Y. **Time is of the Essence.** Time is of the essence in consummating the Sale. The consummation of the Sale as soon as practicable is necessary both to preserve and maximize the value of the Debtors' assets for the benefit of the Debtors, their estates, their creditors, interest

holders and all other parties in interest in these chapter 11 cases, and to provide the means for the Debtors to maximize creditor and interest holder recoveries. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Sale Motion is granted as set forth herein, and the Sale contemplated thereby and by the APA is approved as set forth in this Sale Order, with the APA being incorporated in this Sale Order as if fully set forth herein.

2. For the reasons set forth on the record at the Sale Hearing, which are incorporated herein by reference, the Lindberg parties' *Objection to Debtors' Asset Sale* [Docket No. 380] and the Prepetition Lenders' *Objection to Debtors' Proposed Sale* [Docket No. 391] are hereby overruled with prejudice.

3. As stated on the record at the Sale Hearing, Create Capital Special Situations Fund, LLC's *Objection to Entry of an Order Approving Sale and Motion to Disqualify the Replacement DIP Lender's Improper Bid* [Docket No. 392] has been withdrawn by agreement with the Debtors, the Committee, and the Purchaser.

4. All objections to the Sale Motion or the relief granted herein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled on the merits with prejudice.

**Approval of the APA**

5. The APA and all other ancillary documents, including all of the terms and conditions thereof, are hereby approved.

6. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and directed to execute and deliver, perform under, consummate, implement, comply with, and

close fully the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale, and consummate the Sale pursuant to and in accordance with the terms and conditions of the APA and this Sale Order. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after Closing, any expenses or costs that are required to be paid in order to consummate the transactions contemplated by the APA or perform their obligations under the APA.

7. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the APA, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the APA, and to take all further actions as may be reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Purchased Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA.

8. This Sale Order and the APA shall be binding in all respects upon the Debtors and their estates, successors, and assigns, the Committee, all creditors of and equity holders in any Debtor, and any and all other parties in interest, including, without limitation, Lindberg, any Lindberg Affiliate, any and all holders of Liens, Claims, encumbrances, and other interests of any kind or nature whatsoever, including holders of any rights or Claims based on any putative successor or transferee liability, of any kind or nature whatsoever in the Purchased Assets, all non-Debtor parties to the Assumed Contracts, and any trustee or successor trustee or administrator appointed in these chapter 11 cases or upon a conversion. The APA and the Sale are not subject to rejection or avoidance (whether through any avoidance or recovery, Claim, action, or proceeding arising under chapter 5 of the Bankruptcy Code or under any similar state

or federal law or any other cause of action) by the Debtors, the Committee, any chapter 7 or chapter 11 trustee of the Debtors' bankruptcy estates, or any other person or entity. The APA, this Sale Order, and the Debtors' obligations therein and herein shall not be altered, impaired, amended, rejected, discharged, or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases, any order confirming any chapter 11 plan, or any subsequent order of this Court without the prior written consent of the Purchaser. In furtherance of the foregoing, any estate representative, including the Committee, a trustee or administrator appointed in this case under any chapter 11 plan confirmed in these chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, shall be obligated to comply with the preservation and production obligations of the Debtors set forth in the APA. Nothing contained in any chapter 11 plan confirmed in these chapter 11 cases or the confirmation order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the APA or this Sale Order. This Sale Order and the APA shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser, and their respective successors and assigns.

9. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in a writing signed by all parties, after consultation with the Committee with respect to material modifications, and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

#### **Transfer of the Purchased Assets**

10. Except as expressly permitted or otherwise specifically provided for in the APA or this Sale Order, pursuant to sections 105(a), 363(b), 363(f), 365(b), 365(f) of the Bankruptcy Code or any other applicable section of the Bankruptcy Code, upon Closing, the Purchased Assets shall be transferred to the Purchaser, and such transfer shall constitute a legal, valid,

binding, and effective transfer of the Purchased Assets free and clear of all Liens (except for Permitted Liens), Claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities), pursuant to section 363(f) of the Bankruptcy Code. Upon Closing, the Purchaser shall take title to and possession of the Purchased Assets subject only to the Assumed Liabilities and Permitted Liens.

11. Except as expressly permitted or otherwise specifically provided by the APA or this Sale Order, all persons and entities (as defined in section 101(15) of the Bankruptcy Code), including, but not limited to, Lindberg, Lindberg Affiliates, all lenders, debt security holders, equity security holders, committees (statutory or otherwise), governmental, tax, and regulatory authorities, parties to executory contracts and unexpired leases, creditors holding Liens or Claims of any kind or nature whatsoever against or in the Debtors or any of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the operation of the Debtors' Businesses prior to Closing, or the transfer of the Purchased Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting any Liens (except for Permitted Liens), Claims, encumbrances, or other interests of any kind or nature whatsoever (other than Assumed Liabilities) against the Purchaser and its successors, designees, assigns, or property, or the Purchased Assets conveyed in accordance with the APA. On or before the Closing Date, each of the Debtors' creditors is directed to execute such documents and take all other actions as may be deemed by the Purchaser to be reasonably necessary or desirable to release Liens (except for Permitted Liens), Claims, encumbrances, and other interests (other than Assumed Liabilities) on

the Purchased Assets, if any, as provided for herein, as such Liens or liabilities may have been recorded or may otherwise exist.

12. The Purchaser has given substantial consideration under the APA for the benefit of the Debtors, their estates, and creditors. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential interest or Claims pursuant to this Sale Order.

13. The transfer of the Purchased Assets to the Purchaser pursuant to the APA shall constitute a legal, valid, and effective transfer of the Purchased Assets on the Closing Date, and shall vest the Purchaser with all of the Debtors' rights, title, and interests in the Purchased Assets free and clear of all Liens (except for Permitted Liens), Claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities), whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as transferee or successor or otherwise, of any kind, nature, or character whatsoever, including, but not limited to, those Liens (except for Permitted Liens), Claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities) arising out of or on account of: (a) any employment, collective bargaining, or other labor agreements or the termination thereof; (b) any defined benefit, multiemployer, defined contribution, retirement, medical benefit, or any other employee pension, welfare, compensation, or other employee benefit plans, agreements, practices, or programs, including, without limitation, any pension plan of or related to any of the Debtors or any of Debtors' Affiliates or predecessors or any current or future employees of any of the foregoing, or the termination of any of the foregoing; (c) the Debtors' Business operations or the cessation thereof; (d) any litigation involving one or more of the Debtors; (e) any employee, benefit, worker's

compensation, occupational disease, or unemployment or temporary disability related claims or interests, including claims and interests that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state discrimination laws, (xii) state unemployment compensation laws or any other similar state and local laws, (xiii) state workers' compensation laws, or (xiv) any other state, local, or federal employee benefits laws, regulations, or rules, or other state, local, or federal laws, regulations, or rules relating to any employment with any of the Debtors or any of their respective predecessors; (f) any antitrust laws; (g) any product liability or similar laws, whether state or federal or otherwise; (h) any bulk sales or similar laws; (i) any federal state, or local tax statutes, regulations, or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (j) any common law doctrine of *de facto* merger or successor or transferee liability, successor-in-interest liability theory, or any other theory of or related to successor liability; and the Debtors hereby waive and release the Purchaser from any such Liens, Claims, encumbrances, and other interests.

14. All persons and entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to immediately surrender possession of such Purchased Assets to the Purchaser or its assignee.

15. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Liens in the Purchased Assets conveyed pursuant to the APA and this Sale Order has not delivered to the Debtors, prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens which the person or entity has with respect to the Purchased Assets or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets, and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Purchased Assets of any kind or nature whatsoever. For the avoidance of doubt, to the extent necessary, upon consummation of the transactions set forth in the APA, the Purchaser is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings, or financing statements recorded to attach, perfect, or otherwise notice any Lien that is extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code.

16. Upon the consummation of Closing under the APA, any and all DIP Obligations and the Liens securing the DIP Obligations (all as defined in the Final DIP Order) shall be deemed satisfied and fully discharged after giving effect to the permitted credit bid.

#### **Ad Valorem Taxes**

17. The Sale of the Purchased Assets approved herein shall vest the Purchaser with all of the Debtors' right, title, and interest in the Purchased Assets free and clear of ad valorem, property, and similar tax liens for any tax years, which ad valorem, property, and similar tax liens shall attach to the portion of the Sale proceeds ultimately attributable to the property against

which they assert a lien, in the order of their priority, with the same validity, force, and effect that they now have as against such Purchased Assets, subject to any claims and defenses the Debtors and Debtors' estates may possess with respect thereto.

**Assumption and Assignment of Assumed Contracts and Assumed Liabilities**

18. The Debtors are hereby authorized to and shall, in accordance with sections 105(a) and 365 of the Bankruptcy Code, (a) assume the Assumed Contracts, (b) assign the Assumed Contracts to the Purchaser, effective upon and subject to the occurrence of the Closing, free and clear of all Liens (except for Permitted Liens), Claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities), which Assumed Contracts by operation of this Sale Order shall be deemed assumed and assigned effective as of Closing, and (c) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser. The Purchaser's assumption of the Assumed Contracts on the terms set forth in the APA is hereby approved, and all requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assumed Contracts by the Debtors to the Purchaser have been satisfied.

19. Any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract on the consent of the non-Debtor counterparty thereto or allow the non-Debtor party to such Assumed Contract to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract, shall constitute unenforceable anti-assignment provisions that are void and of no force and effect.

20. Upon assignment to the Purchaser, (a) the Assumed Contracts shall remain in full force and effect for the benefit of the Purchaser in accordance with their respective terms,

notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, limits, or conditions such assignment or transfer; and (b) in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest of the Debtors in each Assumed Contract free and clear of Liens (except for Permitted Liens), Claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities).

21. The Purchaser is hereby substituted for all purposes as a party to all Assumed Contracts in the place of any applicable Debtor or Debtors party to any such Assumed Contracts, and the Purchaser shall have any and all rights and benefits of the respective Debtor or Debtors under all such Assumed Contracts without interruption or termination of any kind, and all terms applicable to such Debtor or Debtors shall apply to the Purchaser as if such Assumed Contracts were amended to replace such Debtor or Debtors with the Purchaser.

22. All defaults or other obligations of the Debtors under the Assumed Contracts arising prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) as to which no objections were interposed and remain pending as of the date of this Sale Order are deemed satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under such Assumed Contract in those amounts set forth in Schedule 2.6(a) of the APA and in the Cure Notice, which was served in compliance with the Bidding Procedures Order and Extension Orders, and which were satisfied, or shall be satisfied as soon as practicable, as provided in the APA.

23. For all Assumed Contracts for which a Cure Notice was served, the Debtors or the Purchaser, as applicable under the APA, are authorized and directed to pay all Cure Costs listed in the Cure Notice, or in an amount agreed to by the Assumed Contract counterparty, upon the later of (a) seven days after Closing, (b) the time agreed to by the Assumed Contract counterparty, or (c) for any Assumed Contract for which a timely filed and served objection (an “Assumption Objection”) has been filed to the assumption and assignment of such agreement or the Cure Costs relating thereto and such objection remains pending as of the date of this Sale Order, the resolution of such Assumption Objection by settlement or order of this Court. If no out-of-court resolution can be reached, either party may request a hearing on no less than 14 days’ notice to the other party.

24. In accordance with the APA, the Purchaser may remove or add any executory contract or unexpired lease to or from the Contract and Cure Schedule at any time up to the Closing Date. The counterparty to any such added or removed contract or unexpired lease will be notified by written notice via electronic mail, if possible, or first-class or overnight U.S. mail, postage prepaid, where electronic delivery is unavailable, no later than two (2) business days following such determination.

25. Each counterparty to an Assumed Contract as to which no Assumption Objection was timely filed and remains pending as of the date of this Sale Order is hereby forever barred, estopped, and permanently enjoined from asserting against the Debtors, the Purchaser, or any of their affiliates (including any designees), or the property of any of them, any default, breach, claims of pecuniary losses existing as of the Closing or by reason of Closing, action, liability, or other cause of action existing as of the date of the Sale Hearing whether asserted or not, or, against the Purchaser or any of its affiliates (including any designees), any counterclaim,

defense, setoff, or any other Claim asserted or assertable against the Debtors. Each non-Debtor party to an Assumed Contract as to which no Assumption Objection was timely filed and remains pending as of the date of this Sale Order is hereby forever barred, estopped, and permanently enjoined from asserting any objection to the assumption and assignment of such non-Debtor party's Assumed Contract including, without limitation, that its consent is necessary for such assumption and assignment.

26. Subject to the limitations specified in Section 2.3 of the APA, Purchaser shall further be responsible for paying or otherwise satisfying all Assumed Liabilities contemplated under Sections 2.3 and 2.6 of the APA. The Debtors, or any successor in interest, reserve the right to seek reimbursement from the Purchaser for any and all Assumed Liabilities contemplated in Sections 2.3 and 2.6 of the APA that remain unpaid or are otherwise asserted against the Debtors or their bankruptcy estates.

#### **Additional Provisions**

27. The Back-Up Bid, as modified on the record at the Sale Hearing, shall remain open pursuant to the terms of the Bidding Procedures Order and Extension Orders until the earlier of (a) 5:00 p.m. Central Time on the date which is five days after this Sale Order becomes final and non-appealable, and (b) thirty (30) days after the Auction (the "Outside Back-Up Date"). If, after the Sale Hearing but prior to the Outside Back-Up Date, the Purchaser fails to consummate or proceed with the Sale because Sellers rightfully terminated the APA in accordance with the APA, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized, without further order of the Bankruptcy Court, to consummate the Transaction with the Back-Up Bidder. The deposit provided by the Back-Up

Bidder shall be returned to the Back-Up Bidder by the earlier of two business days following (y) the Closing of the Sale to the Purchaser, and (z) the Outside Back-Up Date.

28. Pursuant to the *Order Approving Bid Protections to Stalking Horse Bidder* [Docket No. 363] (the “Bid Protections Order”), at Closing, the Debtors shall pay, or cause the Purchaser to pay pursuant to a closing statement, the Bidding Protections (as defined in the Bid Procedures Order) to Create from the gross sale proceeds due from the Purchaser at Closing. Such payment will be made by wire transfer pursuant to written instructions provided by Create to the Debtors within five (5) business days following the date of entry of this Sale Order.

29. The Purchaser shall not be deemed to be a joint employer, single employer, co-employer, or successor employer with the Debtors for any purpose or under the laws of the United States, any state, territory, or possession thereof, and the Purchaser shall not have any obligation to pay any past wages, benefits, or severance pay or extend or make any benefits or benefit programs, including, without limitation, the Consolidated Omnibus Budget Reconciliation Act of 1985 or any similar laws or regulations, to any of the Debtors’ employees or former employees, including any such employees who may become employees of the Purchaser.

30. Notwithstanding anything to the contrary in this Sale Order or the APA, the rights of insured persons and entities, if any, to access any insurance policies or the proceeds thereof (collectively, the “Policies”) in their respective capacities as insureds thereunder, including those under which the Debtors are insured, shall not be affected or diminished by this Sale Order, and the rights, defenses and claims of the Debtors, their Estates, any representative of the Estates, and insurers are reserved with respect thereto; *provided* that nothing in the Sale Motion, APA, or

this Sale Order alters or amends the terms and conditions of the Policies, enjoins insurers or relieves the Debtors or any insurers of any of their obligations thereunder.

31. This Sale Order (a) shall be effective as a determination that, upon the Closing, all Liens (except for Permitted Liens), Claims, encumbrances, and other interests of any kind or nature whatsoever (other than Assumed Liabilities) existing as to the Purchased Assets, prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, foreign, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to, the Purchased Assets, including the Purchased Actions.

32. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments in connection with or necessary to consummate the Sale transaction contemplated by the APA.

33. No governmental unit may revoke or suspend any right, license, copyright, patent, trademark or other permission relating to the use of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of the chapter 11 case or the consummation of the Sale of the Purchased Assets.

34. At any time prior to the Closing, the Purchaser may assign the APA, portions thereof, and any or all of its rights thereunder, to one or more of its affiliates or other designees,

each of which shall be entitled to assume and accede to the APA and to purchase and acquire any or all of the Purchased Assets and assume any or all of the Assumed Liabilities in lieu of the Purchaser, and such affiliate(s) and designee(s) shall be deemed to be the Purchaser for all purposes under this Sale Order and shall be, jointly with Purchaser and each other, entitled to all rights and benefits conferred upon Purchaser pursuant to this Sale Order .

35. Neither the Purchaser nor any of its affiliates, subsidiaries, or designees are or shall be deemed, as a result of the consummation of the Sale contemplated herein, to: (a) be legal successors to the Debtors or their estates by reason of any theory of law or equity; (b) be an affiliate of any of the Debtors; (c) have, de facto or otherwise, merged with or into the Debtors; (d) be an alter ego or a mere continuation or substantial continuation or successor of the Debtors in any respect; or (e) be a joint employer or co-employer with, or successor employer, of the Debtors. Except as expressly provided for in the APA or this Sale Order, neither the Purchaser nor any of its affiliates or designees shall (y) assume or in any way be responsible for any Liens, Claims, encumbrances, or other interests of any kind or nature whatsoever against, or obligation of, any of the Debtors and/or their estates or (z) have any liability or responsibility for any Liens, Claims, encumbrances, or other interests of any kind or nature whatsoever against, or other obligation of, the Debtors' arising under or related to the Purchased Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the APA, neither the Purchaser nor its affiliates or designees shall be liable for any Claims against the Debtors or any of their predecessors or affiliates, and neither the Purchaser nor its affiliates or designees shall have any successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of warranty, product liability, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of

the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' Businesses prior to the Closing.

36. Following Closing, no holder of a Lien (except for Permitted Liens), Claim, encumbrance, or other interest of any kind or nature whatsoever (other than Assumed Liabilities) in the Purchased Assets (including the Purchased Actions) shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Lien, Claim, encumbrance, or interest, or any actions that the Debtors may take in these chapter 11 cases or any successor cases.

37. The Purchaser is a good faith purchaser and is hereby granted and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code to a good faith buyer, including, without limitation, with respect to the transfer of the Assumed Contracts as part of the Sale of the Purchased Assets pursuant to section 365 of the Bankruptcy Code and this Sale Order.

38. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Sale Order are hereafter reversed, modified, or vacated by a subsequent order of the Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any transfer under the APA or obligation or right granted pursuant to the terms of this Sale Order (unless stayed pending appeal), and, notwithstanding any reversal, modification, or vacatur, the validity and enforceability of any transfer under the APA or obligation or right granted pursuant to the terms of this Sale Order shall be governed in all respects by the original provisions of this Sale Order and the APA, as applicable.

39. Except as provided for in section 9.8 of the APA, which is incorporated by reference herein, and subject to all applicable laws, this Court retains jurisdiction to enforce and implement the terms and provisions of the APA, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Purchased Assets or performance of other obligations owed to the Purchaser; (b) resolve any disputes arising under or related to the APA, except as otherwise provided therein; (c) interpret, implement, and enforce the provisions of this Sale Order; and (d) protect the Purchaser and its affiliates against (i) any Liens in or liabilities of the Debtors or the Purchased Assets of any kind or nature whatsoever and (ii) any creditors or other parties in interest regarding the turnover of the Purchased Assets (including the Purchased Actions) that may be in their possession.

40. The so-called “bulk sale” laws or any similar law of any applicable state or other jurisdiction are waived or inapplicable to the Sale.

41. Except as otherwise expressly provided in the APA, the Purchaser shall have no liability to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans), or any other payment with respect to employees or former employees of the Debtors. Except as otherwise expressly provided in the APA, the Purchaser shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit, and/or incentive plan to which any Debtor is a party and relating to the Purchased Assets (including, without limitation, arising from or related to the rejection or other termination of any such agreement), and the Purchaser shall in no way be deemed a party to or assignee of any such agreement, and no employee of the Purchaser shall be deemed in any way

covered by or a party to any such agreement, and except as otherwise expressly provided in the APA, all parties to any such agreement are hereby enjoined from asserting against the Purchaser any and all Claims arising from or relating to the APA.

42. The failure to specifically include any particular provisions of the APA or any of the documents, agreements, or instruments executed in connection therewith in this Sale Order shall not diminish or impair the effectiveness or force of such provision, document, agreement, or instrument, it being the intent of the Court, the Debtors, and the Purchaser, that the APA and each provision, document, agreement, and instrument be authorized and approved in its entirety with such amendments thereto as may be made in conformity with this Sale Order prior to the Closing Date.

43. To the extent of any conflict between the APA and this Sale Order, the terms and provisions of this Sale Order shall govern.

44. Nothing contained in any chapter 11 plan confirmed in these chapter 11 cases, the order confirming any chapter 11 plan, or any order in these chapter 11 cases (including any order approving a wind-down or dismissal of these chapter 11 cases or any order entered as part of or after any conversion of the these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from the provisions of the APA or this Sale Order, and to the extent of any conflict or derogation between this Sale Order or the APA and such future chapter 11 plan or order, the terms of this Sale Order and the APA shall control.

45. The Purchaser shall reasonably cooperate with the Debtors, the Committee, and any liquidating trustee appointed under a chapter 11 plan by providing reasonable access to documents and information purchased and/or controlled by the Purchaser as reasonably necessary to facilitate a wind-down of the estates, confirmation of a chapter 11 plan, distribution

to creditors, reconciliation of claims, or other function as reasonably requested by the Debtors, the Committee and any liquidating trustee. For the avoidance of doubt, cooperation of the Purchaser pursuant to this paragraph shall not require the Purchaser to incur or bear any expense.

46. Cigna Health and Life Insurance Company and certain of its affiliates (collectively, “Cigna”) and the Debtors are parties to nine (9) agreements and policies (collectively, the “Cigna Contracts”) that facilitate the Debtors’ employee medical, dental, and vision benefits plan. Notwithstanding anything to the contrary in this Sale Order or any notice related thereto, unless Cigna and the Debtors agree otherwise, the Cigna Contracts shall not be assumed and assigned to the Purchaser as part of the Sale.

47. Until the entry of a final order of judgment or settlement in the class action pending in the United States District Court for the Middle District of North Carolina under the captions *Alliance Ophthalmology, PLLC, et al. v. ECL Group, LLC, et al.*, No. 1:22-cv-00296-LCB-JLW and *Farley v. Eye Care Leaders Holdings, LLC*, No. 1:22-cv-00468 (the “Class Action Litigation”), the Debtors and any other transferee (including the Purchaser) of the Debtors’ books, records, documents, files, electronic data (in whatever format, including native format), or any tangible object potentially relevant to the Class Action Litigation, wherever stored (collectively, the “Potentially Relevant Books and Records”) shall preserve and maintain the Potentially Relevant Books and Records, and, shall not destroy, abandon, transfer, or otherwise render unavailable any Potentially Relevant Books and Records without providing counsel to the class representatives in the Class Action Litigation at least sixty (60) days’ advance written notice and an opportunity to object and be heard by a court of competent jurisdiction. In the event the class representatives in the Class Action Litigation timely object to any such destruction, abandonment, or transfer, the Potentially Relevant Books and Records shall

be preserved until the earlier of (a) a final order of the Bankruptcy Court or other court of competent jurisdiction and (b) the date the party in possession, custody, or control of such Potentially Relevant Books and Records provides originals or true copies thereof to counsel for the class representatives. Notwithstanding the foregoing, this paragraph shall not require any additional notice of the transfer to the Purchaser of any Potentially Relevant Books and Records being sold to the Purchaser as a Purchased Asset.

48. Notwithstanding that the Settlement Agreement (the “Settlement Agreement”) (as defined in the *Order Granting the Debtors’ Motion for Entry of an Order (I) Lifting the Automatic Stay to Allow Final Approval and Implementation of Class Action Settlement, (II) Authorizing the Debtors to Honor the Client Credit Program Contained Therein and (III) Granting Related Relief* [Docket No. 352] (the “Stay Relief Order”)) will be deemed an Excluded Contract under the APA and will not be assigned to or assumed by Purchaser, the Purchaser agrees to (a) provide credits to eligible members of the Physician Settlement Class (as defined in the Settlement Agreement) who are party to an Assumed Contract and who submit a timely and valid Claim Form (as defined in the Settlement Agreement), to the extent contemplated by Section 3.2 of the Settlement Agreement, and (b) honor the termination and transition rights of eligible members of the Physician Settlement Class who are party to an Assumed Contract, to the extent contemplated by the last sentence of Section 3.2 of the Settlement Agreement, in each case (1) subject to the terms and conditions set forth in the Settlement Agreement, (2) to the extent such provisions of the Settlement Agreement are approved by the entry of a final order by the Class Action Court (as defined in the Stay Relief Order) (a “Final Order”) and (3) further subject to any additional qualifications, restrictions or

obligations imposed upon members of the Physician Settlement Class that are set forth in the Final Order or otherwise established by the Class Action Court.

49. Notwithstanding anything to the contrary herein, nothing contained in this Sale Order shall affect, alter, or impair the rights and remedies or defenses of the Debtors, their estates, or the Purchaser with regard to (i) the APA, including with respect to any purported breach of the APA, or (ii) any purported breach of this Sale Order.

50. Except as specifically provided in the APA and subject to all applicable laws, the Court shall retain exclusive jurisdiction to enforce the terms and provisions of the APA, this Sale Order, the Bidding Procedures Order, and the Extension Orders in all respects and to decide any disputes concerning this Sale Order and the APA, or the rights and duties all Persons hereunder or thereunder, as applicable, or any issues relating to this Sale Order or the APA, including the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Purchased Assets and any Assumed Contracts, and all issues and disputes existing in connection with the relief authorized herein, inclusive of those concerning the transfer of the Purchased Assets free and clear of all Liens, Claims, encumbrances, and other interests of any kind or nature whatsoever.

51. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any entity obtaining a stay pending appeal, the Debtors and the Purchaser are free to close the Sale under the APA in accordance with its terms at any time.

### END OF ORDER ###

Submitted by:

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*Counsel to the Debtors  
and Debtors in Possession*

**Exhibit 1**

**APA**

**ASSET PURCHASE AGREEMENT**

**by and among**

**the Seller parties hereto**

**and**

**Colorado Bankers Life Insurance Company**

**May 12, 2024**

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (as amended or modified, this “Agreement”) is entered into as of May 9, 2024, by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Cantata Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and Colorado Bankers Life Insurance Company, a North Carolina insurance corporation (together with its permitted successors, designees and assigns, “Buyer”). Sellers and Buyer are referred to collectively herein as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

### RECITALS

1. The Sellers are engaged in the business of developing, maintaining, upgrading, marketing, selling and providing pioneering software specifically geared towards ophthalmology and optometry practices along with related services (collectively, the “Business”).
2. On January 16, 2024 (the “Petition Date”), each Seller filed a voluntary petition for relief under chapter 11 of title 11 of the U.S. Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”). The Sellers are operating as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and a Committee has been appointed.
3. Subject to approval of the Bankruptcy Court and on the terms and subject to the conditions set forth herein and pursuant to an anticipated Sale Order, Sellers wish to sell, transfer and assign to Buyer and/or one or more designees of Buyer, which it is contemplated that Buyer will form to purchase, acquire and assume from Sellers, pursuant to Sections 105, 363, 365, and other applicable provisions of the Bankruptcy Code, the Purchased Assets and the Assumed Liabilities as of Closing;
4. Sellers intend to seek the entry of an order by the Bankruptcy Court approving this Agreement and authorizing Sellers to consummate the Contemplated Transactions upon the terms and subject to the conditions set forth herein and in the Sale Order.
5. The Contemplated Transactions are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order to be entered by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

## **AGREEMENT**

### **ARTICLE I. DEFINITIONS**

“401(k) Plan” means the Sellers’ 401(k) Plan as further described on Schedule 3.10 of the Disclosure Schedule.

“Accounts Receivable” means (a) all accounts, accounts receivable, Credit Card Receivables, contractual rights to payment, notes, notes receivable, negotiable instruments, chattel paper, and vendor rebates of Sellers, including (x) any such Accounts Receivable generated by Sellers prior to the Closing Date and (y) any amounts received by or payable to Sellers with respect thereto, and (b) any security interest, claim, remedy or other right related to any of the foregoing.

“Affiliate” when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, such other Person. Notwithstanding the foregoing, neither Buyer nor any Buyer Affiliates shall be considered Affiliates of Sellers for the purposes of this Agreement.

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

“Assignment and Assumption Agreement” has the meaning set forth in Section 2.8(a)(ii).

“Assumed Contracts” means those Leases and other Contracts that have been assigned to and assumed by Buyer pursuant to Section 2.6 and Section 365 of the Bankruptcy Code. For the avoidance of doubt, “Assumed Contracts” shall not include any Contract or Lease that is excluded and rejected pursuant to Section 2.6. To the extent applicable pursuant to Section 7.1(d), any Workforce PEO Services Agreement entered into after the date hereof in accordance with Section 7.1(d) shall be considered an “Assumed Contract.”

“Assumed Liabilities” means those liabilities and obligations arising out of the Assumed Contracts, as identified in accordance with Section 2.6, but solely to the extent such liabilities and obligations (i) constitute Cure Costs or (ii) are required to be performed after the Closing Date, were incurred in the Ordinary Course of Business, and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by any Seller on or prior to Closing.

“Assumed Permits” means all Permits relating to the Business that are transferable in accordance with their terms or applicable Law, but excluding all Permits to the extent related to any Excluded Asset (including any Lease or Contract that is not an Assumed Contract).

“Avoidance Actions” means all rights, lawsuits, claims, rights of recovery, objections, causes of action, avoidance actions, and other similar rights of any Seller arising under Chapter 5

of the Bankruptcy Code (whether or not asserted as of the Closing) or comparable state law and all proceeds thereof.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bidding Procedures Order” means an order of the Bankruptcy Court entered in the Chapter 11 Cases approving the procedures for the sale of Sellers’ assets as set forth in the Sale Motion.

“Bill of Sale” has the meaning set forth in Section 2.8(a)(i).

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

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banks located in Dallas, Texas shall be authorized or required by Law to close.

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

“Buyer Affiliates” means solely (i) Bankers Life Insurance Company, a North Carolina insurance corporation, (ii) Southland National Insurance Corporation, a North Carolina insurance corporation, (iii) Southland National Reinsurance Corporation, and (vi) any of their Subsidiaries.

“Cash” means, as of any relevant date of determination, cash and cash equivalents as determined in accordance with GAAP.

“Cash Consideration” means an amount equal to Fourteen Million Dollars (\$14,000,000) less the Credit Bid Amount less the amount of the Good Faith Deposit (including all interest accrued thereon) as of the Closing Date, as adjusted pursuant to Section 2.5(e), and subject to the limitations set forth in Section 5.13.

“Casualty” has the meaning set forth in Section 5.11(b).

“Casualty Proceeds” has the meaning set forth in Section 5.11(b).

“Chapter 11 Cases” has the meaning set forth in the Recitals.

“Claim” means a “claim” as defined in Section 101(5) of the Bankruptcy Code, whether arising before or after the Petition Date.

“Closing” has the meaning set forth in Section 2.7.

“Closing Date” has the meaning set forth in Section 2.7.

“COBRA” means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the IRC, and any similar state Law.

“Committee” means the Official Unsecured Creditors’ Committee appointed in the Chapter 11 Cases.

“Condemnation” has the meaning set forth in Section 5.11(a).

“Condemnation Proceeds” has the meaning set forth in Section 5.11(a).

“Confidentiality Agreement” means those certain terms and conditions relating to the protection of confidential information of Sellers made available to Buyer in connection with the Chapter 11 Cases agreed upon by Buyer and/or the Buyer Affiliates, on the one hand, and one or more Sellers, on the other hand, prior to the date hereof.

“Consent” means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

“Contemplated Transactions” means the sale and assignment by Sellers to Buyer, and the purchase and assumption by Buyer from Sellers, of the Purchased Assets and Assumed Liabilities, pursuant to this Agreement and subject to its terms and conditions.

“Contract” means any written or oral agreement, contract, lease, sublease, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, promotion agreement, license agreement, software subscription agreement, data access or data use agreement, software reseller agreement, software distribution agreement, contribution agreement, partnership agreement, business associate agreement, or other arrangement, understanding, permission or commitment that, in each case, is legally binding, including all renewals, addenda, amendments, extensions and other modifications to any of the foregoing.

“Contract and Cure Schedule” has the meaning set forth in Section 2.6(a).

“Contract Designation Deadline” has the meaning set forth in Section 2.6(b).

“Control” means, when used with reference to any Person, the power to direct the management or policies of such Person, directly or indirectly, by or through stock or other equity ownership, agency or otherwise, or pursuant to or in connection with any Contract; and the terms “Controlling” and “Controlled” shall have meanings correlative to the foregoing.

“Credit Bid Amount” means the amount of all outstanding Obligations (as defined in the DIP Loan Documents) owed to the DIP Lender as of the Closing Date.

“Credit Card Receivables” means all accounts receivable and other amounts owed to Sellers (whether current or non-current) in connection with any customer purchases from Sellers that are made with credit or debit cards or any other related amounts owing (including deposits or holdbacks to secure chargebacks, offsets or otherwise) from merchant card processors to Sellers, including all Credit Card Receivables generated with respect to sales occurring prior to the Closing Date, including any amounts received by or payable to Sellers with respect to such sales occurring prior to the Closing Date.

“Cure Costs” means, for only the Assumed Contracts, all amounts that are determined by a final and non-appealable order of the Bankruptcy Court that must be paid, pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assumed Contracts to Buyer as provided herein.

“Current Employees” means all employees of Sellers employed as of the day before the Closing Date, whether active or not (including those on short-term disability, leave of absence, paid or unpaid, or long-term disability).

“Current FTEs” means, other than any Current Employees or members of the Workforce Personnel, any individuals who provide work and services to Sellers or in furtherance of the Business on a full-time basis, whether (i) as independent contractors, consultants or the like directly engaged by Sellers or (ii) as employees, independent contractors or consultants of a third party that has been directly engaged by Sellers.

“Debtors” means the Sellers, as debtors and debtors in possession in the Chapter 11 Cases.

“Decree” means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order or any other order of any Governmental Entity.

“DIP Lender” means Colorado Bankers Life Insurance Company.

“DIP Loan Documents” shall have the same meaning given such term in the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 71] (the “Interim DIP Order”) and (ii) the final order entered relating to the same (the “Final Order”).

“Disclosure Schedule” means those certain disclosure schedules accompanying this Agreement.

“Employee Benefit Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) and any other benefit or compensation plan, program, agreement or arrangement of any kind, in each case, maintained or contributed to by Sellers or in which any Seller participates or participated and that provides or provided benefits to any Current Employee or Former Employee, including without limitation any pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, retention, severance, vacation, paid time off, medical, vision, dental, disability, welfare, cafeteria, fringe-benefit or other similar agreement, plan, policy, program or arrangement.

“ERISA” means the United States Employee Retirement Income Security Act of 1974, as amended.

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

“Excluded Actions” means any and all Claims and causes of action of Sellers that are not Purchased Actions.

“Excluded Contract” means any Contract that is not an Assumed Contract, whether such Contract is (i) not listed in the Contract and Cure Schedule as an Assumed Contract or (ii) is at any point otherwise excluded from being an Assumed Contract. For the avoidance of doubt, any Contract of any Seller with or relating to (i) any Workforce Employer or (ii) any Lindberg Affiliate shall be deemed an Excluded Contract.

“Excluded Employee” has the meaning set forth in Section 6.4(b).

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Excluded Privileged Communications” means any and all Privileged Communications to the extent related to an Excluded Asset, including the Excluded Actions.

“Former Employees” means all individuals who have been employed by Sellers who are not Current Employees.

“Go-Forward Vendor” means any trade vendor doing business with the Buyer on a go-forward basis designated in writing by the Buyer to the Debtors (or any liquidating trustee or estate representative, as may be applicable on such date) within one hundred twenty (120) days after the Closing Date. All counterparties to an Assumed Contract are presumed to be “Go-Forward Vendors” unless otherwise stated herein.

“Good Faith Deposit” means an amount equal to \$1,250,000, which Sellers and Buyer acknowledge was delivered to and accepted by the Debtors prior to the execution of this Agreement, plus any additional amounts pursuant to Section 5.3(g), plus all interest accrued thereon.

“Governmental Entity” means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any United States or foreign federal, state or local government, including any governmental authority (including any bilateral or multilateral governmental authority), agency, branch, department, board, commission or instrumentality of such government or any political subdivision thereof, and any tribunal, court or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

“Health Plans” means all health plans including, but not limited to, health, dental, life, disability, and long-term care insurance.

“Insider” shall have the meaning ascribed to it in 11 U.S.C. § 101(31).

“Insurance Policy” means each primary, excess and umbrella insurance policy, bond and other form of insurance owned or held by or on behalf of Sellers and their operations, properties and assets, or providing insurance coverage to the Business, including, without limitation, all stop-loss insurance policies with respect to Sellers’ self-insured medical and/or dental insurance programs.

“Intellectual Property” means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, continuations, continuations-in-part, divisionals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, Internet domain names and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not registered or published, all registrations and recordings thereof and applications in connection therewith, along with all extensions and renewals thereof; (d) trade secrets and Recipes; (e) Software; and (f) all other intellectual property rights related to the Business, and any of the operations of Sellers, including all social media accounts related to the Business and any of the operations of Sellers.

“Intellectual Property Assignments” has the meaning set forth in Section 2.8(a)(iv).

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

“Law” means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance (including with respect to zoning or other land use matters), code, treaty, convention, rule, regulation, requirement, edict, directive, pronouncement, determination, proclamation or Decree of any Governmental Entity.

“Leased Real Property” means all leasehold or sub-leasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property of Sellers which is used in the Business.

“Leases” means all leases, subleases, unexpired leases, unexpired subleases, licenses, concessions and other Contracts, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, in each case pursuant to which Sellers holds any Leased Real Property.

“Lien” means any mortgage, deed of trust, hypothecation, contractual restriction, pledge, lien (statutory or otherwise), claim, encumbrance, interest, charge, security interest, put, call, other option, right of first refusal, right of first offer, servitude, right of way, easement, conditional sale or installment contract, finance lease involving substantially the same effect, security agreement or other encumbrance or restriction on the use, transfer or ownership of any property of any type (including real property, tangible property and intangible property and including any “Lien” as defined in the Bankruptcy Code).

“Lindberg” means Greg E. Lindberg, an individual resident of the State of Florida.

“Lindberg Affiliate” means, collectively, (i) any Affiliate of Lindberg, (ii) any trust, the settlor, grantor, trustee or beneficiary of which is an Affiliate of Lindberg, a family member or business associates of Lindberg, or a director, officer or employee of any Affiliate of Lindberg, and (iii) any Affiliates or Subsidiaries of any of the foregoing Persons. Notwithstanding the

foregoing, for the purposes of this Agreement, the term “Lindberg Affiliate” shall not include any Sellers, Buyer or any Buyer Affiliates.

“Litigation” means any action, cause of action, suit, claim, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity and whether before any Governmental Entity or arbitrator.

“Material Adverse Effect” means any change, event, effect, development, condition, circumstance or occurrence (when taken together with all other changes, events, effects, developments, conditions, circumstances or occurrences), that is materially adverse to the financial condition of Sellers or results of operations of the Purchased Assets (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, but excluding (a) any change or effect to the extent that it results from or arises out of (i) the pendency of the Chapter 11 Cases; (ii) the execution and delivery of this Agreement or the announcement thereof or consummation of the transactions contemplated hereby; (iii) changes in (or proposals to change) law, tax laws, rules or regulations, generally accepted accounting principles, or other accounting regulations or principles, or (iv) any action or inaction contemplated by this Agreement and taken or omitted at the request of Buyer or with Buyer’s prior written consent; (b) so long as the Business is not disproportionately affected thereby, any change or effect generally applicable to (i) the industries and markets in which Sellers operate or (ii) economic or political conditions or the securities or financial markets in any country or region; (c) any outbreak or escalation of hostilities or war or any act of terrorism by a military or paramilitary organization; (d) any occurrence, threat, or effects of a disease outbreak, epidemic, pandemic, or similar widespread public health concern, which results in recommendations or mandates from Governmental Entities to reduce travel, avoid large gatherings, self-quarantine, or extended shutdown of certain businesses; (e) any objections in the Bankruptcy Court to (i) this Agreement, related documents and the transactions contemplated hereby and thereby, (ii) the reorganization of Sellers and any related plan of reorganization or disclosure statement, or (iii) the Sale Motion; (f) the assumption or rejection of any Assumed Contract or Assigned Lease; (g) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded); (h) any Order of the Bankruptcy Court or any actions or omissions of Sellers in compliance therewith; (i) any action taken by Sellers at the request of, or with the prior written consent of, Buyer; and (j) any of the matters disclosed on any exhibit, annex or schedule to this Agreement.

“Material Contracts” has the meaning set forth in Section 3.6.

“Offeree” has the meaning set forth in Section 6.4(a).

“Ordinary Course of Business” means the ordinary course of business of Sellers consistent with past custom and practice and subject to any modifications of such practice as a result of the filing of the Chapter 11 Cases.

“Outside Date” means that date that is ninety (90) days after the date of entry of the Sale Order.

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

“Permit” means any franchise, approval, permit, license, order, registration, certificate, variance, Consent, exemption or similar right issued, granted, given or otherwise obtained from or by any Governmental Entity, under the authority thereof or pursuant to any applicable Law.

“Permitted Liens” means (a) Liens for Taxes not yet delinquent or which are being contested in good faith by appropriate proceedings; (b) with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract; (c) mechanics liens and similar liens for labor, materials or supplies provided with respect to real property incurred in the Ordinary Course of Business or otherwise approved by the Bankruptcy Court for amounts which are not delinquent or which are being contested in good faith by appropriate proceedings in an aggregate amount not to exceed \$100,000; (d) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property which are not violated by the current use or occupancy of such real property or the operation of the Business, except where any such violation would not, individually or in the aggregate, materially impair the use, operation or transfer of the affected property or the conduct of the Business thereon as it is currently being conducted; (e) easements, covenants, conditions, restrictions and other similar matters affecting such real property and other encroachments that do not or would not materially impair the use or occupancy of such real property or materially interfere with the operation of the Business at such real property; and (f) matters that would be disclosed on an accurate survey or inspection of the real property but which do not interfere in any material respect with the right or ability to use the property as currently used or operated.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.

“Petition Date” means the date of the filing of the Chapter 11 Cases.

“PII” has the meaning set forth in Section 6.11.

“Plan” means a plan of reorganization or liquidation proposed by Sellers and/or the Committee.

“Privileged Communications” means any and all applicable legal privileges held or controlled by the Sellers, including, without limitation, attorney-client, accountant-client and work product doctrine.

“Professional Services” means any legal services, accounting services, financial advisory services, investment banking services or any other professional services provided by the Sellers’ advisers obtained pursuant to any order of the Bankruptcy Court.

“Purchase Price” has the meaning set forth in Section 2.5.

“Purchased Assets” has the meaning set forth in Section 2.1; provided, however, that notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Purchased Assets shall not include any Excluded Assets or Excluded Liabilities.

“Purchased Actions” means all Claims and causes of action of Sellers, including without limitation Avoidance Actions, directly related to the Purchased Assets, Assumed Liabilities, Assumed Contracts, and Go-Forward Vendors; provided, however, that Purchased Actions shall exclude any and all Claims and causes of action of Sellers, including Avoidance Actions, to the extent such Claims and causes of action are against (a) Insiders of Sellers, and (b) whether or not Insiders of Sellers, Lindberg, any of the Prepetition Lenders (as defined in the Interim DIP Order), any Lindberg Affiliates, Insiders of Lindberg, Insiders of any Lindberg Affiliate, Affiliates of any Sellers, and any current or former director, officer, auditor, insurer, accountants, other retained professionals of any Seller; provided, further, however, Buyer shall retain and does not waive any Claims and Causes of Action they may have against any of the foregoing which are not Claims and Causes of Action belonging to Sellers as of the date hereof. For the avoidance of doubt, Purchased Actions shall not include any defenses of Sellers against Claims of Go-Forward Vendors against Sellers.

“Purchased Privileged Communications” means any and all Privileged Communications to the extent related to a Purchased Asset, including the Purchased Actions.

“Records” means the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, lists (including customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data and similar materials related to the Business.

“Registered” means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

“Related Agreements” means the Bill of Sale, the Assignment and Assumption Agreement, the Workforce PEO Assignment Agreement (to the extent applicable), and the Intellectual Property Assignments and any other instruments of transfer and conveyance as may be required under applicable Law to convey valid title of the Purchased Assets to Buyer.

“Representative” of a Person means such Person’s Subsidiaries and the officers, directors, managers, employees, advisors, representatives (including its legal counsel, special deputy receivers, and its accountants) and agents of such Person or its Subsidiaries.

“Sale Hearing” means the hearing scheduled with the Bankruptcy Court to consider the sale portion of the Sale Motion.

“Sale Motion” means *Debtors’ Motion for Entry of (I) an Order (A) Approving Bidding Procedures and Certain Bid Protections, (B) Scheduling a Bid Deadline, Auction, and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof; (II) an Order Approving the Sale of Substantially all of the Debtors’ Assets Free and Clear of Liens, Claims, and Interests; and (III) Related Relief* [Docket No. 81].

“Sale Order” means an order of the Bankruptcy Court entered in the Chapter 11 Cases consistent with the terms of this Agreement approving the Sale Motion and sale to Buyer consistent with the terms of this Agreement and otherwise reasonably acceptable to Buyer and Sellers.

“Sale Order Deadline” means May 13, 2024, unless extended by Buyer.

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

“Sellers’ Knowledge” (or words of similar import) means the actual knowledge, after commercially reasonable inquiry, of the executive officers of any of the Sellers, including without limitation (i) Sophie Turrell, Chief Executive Officer, (ii) Kate Stevens, Chief Operating Officer, (iii) Taylor Caldwell, Chief Financial Officer, (iv) Emmanuel Bernabe, Chief Legal Officer, (v) Phil Marsicano, Chief Product Officer, and (vi) Preetam Sirur, Chief Information Security Officer.

“Software” means all programs, platforms, code, software, operating systems, drivers, or similar programs (other than off-the-shelf, “clickwrap” or “shrinkwrap” programs) owned or used by any Seller in connection with the Business. For the avoidance of doubt, the term “Software” includes, without limitation, the software programs or platforms marketed by Sellers under the following names: (i) iMedicWare; (ii) My Vision Express; (iii) Medflow; (iv) Management Plus; and (v) MD Office.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof (or other persons performing similar functions with respect to such corporation) is at the time Controlled by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time Controlled by that Person or one or more Subsidiaries of that Person or a combination thereof. A Person or Persons own a majority ownership interest in a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity’s gains or losses or shall be or control any managing director, managing member, or general partner of such business entity (other than a corporation). The term “Subsidiary” shall include all direct or indirect Subsidiaries of such Person.

“Tax” or “Taxes” means any United States or foreign federal, state or local income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, real property, personal property, ad valorem, escheat, sales, use, liquor, cigarette, transfer, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto, whether or not disputed.

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

“Transfer Tax” has the meaning set forth in Section 6.6.

“Transferred Employee” has the meaning set forth in Section 6.4(a).

“Workforce Employers” means, collectively, (i) ECLL Private Ltd., a company duly registered under the laws of India, and (ii) The Philippine Operations Center Global Solutions, Inc.

“Workforce PEO” means a professional employer organization, which is not an Affiliate of Sellers and not a Lindberg Affiliate, that employs or directly engages certain of the Workforce Personnel pursuant to Section 7.1(d).

“Workforce PEO Services Agreement” means a binding agreement between one or more Sellers, on the one hand, and a Workforce PEO, on the other hand, that is freely assignable by the applicable Seller(s) to Buyer or a designee of Buyer at Closing without any restriction whatsoever, which requires the Workforce PEO to maintain a sufficient staff to provide work and services in furtherance of the Business on terms and conditions that are satisfactory to Buyer in all respects.

“Workforce Personnel” means all individuals who are employed or engaged by any Workforce Employer and who provide work or services with respect to the Business as of the date hereof.

“Workforce Subsidiary” means a wholly owned Subsidiary of any Seller formed after the date hereof but prior to Closing for the sole purpose of employing or directly engaging certain of the Workforce Personnel pursuant to Section 7.1(d).

“Workforce Subsidiary Equity Interests” means all equity securities of any Workforce Subsidiary.

## **ARTICLE II. PURCHASE AND SALE**

**Section 2.1 Purchase and Sale of Purchased Assets.** Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement, at Closing, Buyer shall purchase, acquire and accept from Sellers, on an “as is, where is” basis and without any representation or warranty on the part of Sellers as to fitness, merchantability or otherwise, and Sellers shall sell, transfer, assign, convey and deliver to Buyer, all of Sellers’ respective rights, title and interests in and to all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which relate to, or are used or held for use in connection with, the Business, except to the extent constituting Excluded Assets (the “Purchased Assets”), free and clear of all Liens (other than Permitted Liens), for the consideration specified in Section 2.5. Without limiting the generality of the foregoing, the Purchased Assets shall include, without limitation, the following (except to the extent constituting an Excluded Asset):

- (a) all Accounts Receivable of Sellers as of Closing;
- (b) all Credit Card Receivables;
- (c) (i) all deposits under the Leases, (ii) all deposits under all Assumed Contracts that are not Leases, and (iii) other prepaid charges and expenses of Sellers, including,

but not limited to, all deposits for electricity, telephone, cable television, internet, Wi-Fi services, satellite television and other utilities;

(d) all rights of Sellers under the Assumed Contracts;

(e) all Intellectual Property owned by Sellers, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Sellers with respect to such Intellectual Property (except to the extent actually collected by Sellers prior to Closing) and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal or equitable relief for past, present or future infringement, misappropriation or violation thereof;

(f) the Purchased Actions; provided that Buyer covenants and agrees not to pursue, prosecute, assert, or commence the Avoidance Actions and any Claims against any Go-Forward Vendor to the extent arising prior to Closing, *provided further, however*, that Buyer does not waive any defenses related to the Purchased Actions;

(g) all tangible personal property and fixed assets, including all machinery, equipment, tools, point of sale systems, computers, mobile phones, personal digital assistants, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, fixtures, furnishings, office supplies, production supplies, other miscellaneous supplies, and other inventory and tangible personal property of any kind owned by Sellers (including any of the foregoing property that is subject to a lease, but only to the extent that Buyer assumes such lease as an Assumed Contract) (the “Tangible Personal Property”);

(h) all Records, including Records related to Taxes paid or payable by any Seller related to the Business (*provided* that Sellers are entitled to retain copies of all Records and Buyer will make all such Records available to Sellers (and any liquidating trustee appointed in the Chapter 11 Cases) upon reasonable request and at such Seller’s or liquidating trustee’s expense);

(i) all goodwill associated with the Business or the Purchased Assets, including all goodwill associated with the Intellectual Property owned by Sellers and all rights under any confidentiality agreements executed by any third party for the benefit of any Seller;

(j) all rights of Sellers under non-disclosure or confidentiality, non-compete, or non-solicitation agreements, including any such agreements with current or former employees, directors, consultants, independent contractors and agents of Sellers or any of their Affiliates, in each case to the extent that such agreements are not in violation of any applicable Laws;

(k) all of the Assumed Permits;

(l) the amount of, and all rights to any, insurance proceeds received by any of Sellers after the date hereof in respect of (i) the loss, destruction or condemnation of any Purchased Assets occurring prior to, on or after Closing or (ii) any Assumed Liabilities;

(m) all other rights, demands, claims, credits, allowances, rebates or other refunds (including any vendor or supplier rebates) and rights in respect of promotional allowances

or rights of setoff and rights of recoupment of every kind and nature (whether or not known or unknown or contingent or non-contingent), other than against Sellers, arising out of or relating to the Business as of Closing, including customer deposits (whether maintained in escrow or otherwise), advances and prepayments;

(n) all rights under or pursuant to all warranties, indemnities, representations, guarantees and similar rights and obligations made by licensors, suppliers, manufacturers, contractors and any other Person to the extent relating to the Business;

(o) the right to receive and retain mail relating to the Business or to the Accounts Receivable payments and other communications of Sellers and the right to bill and receive payment for services and goods provided but unbilled or unpaid as of Closing;

(p) all telephone numbers, fax numbers, e-mail addresses, websites, URLs and internet domain names owned by Sellers or otherwise utilized by Sellers in conducting the Business;

(q) to the extent applicable pursuant to Section 7.1(d), all Workforce Subsidiary Equity Interests;

(r) all Purchased Privileged Communications; and

(s) all other assets that are related to or used in connection with the Business (but excluding all of the Excluded Assets).

**Section 2.2 Excluded Assets.** Notwithstanding Section 2.1, Buyer expressly understands and agrees that Buyer is not purchasing or acquiring, and Seller is not selling or assigning, any of the following assets, properties and rights of Sellers (the “Excluded Assets”):

(a) Cash;

(b) all of Sellers’ certificates of incorporation and other organizational documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock certificates and other documents relating to the organization, maintenance and existence of any Seller as a corporation, limited liability company or other entity;

(c) except for any Workforce Subsidiary Equity Interests, if applicable, all equity securities of any Seller and all net operating losses of any Seller;

(d) Excluded Actions;

(e) all Excluded Contracts;

(f) any loans or notes payable to any Seller from Lindberg, any employee of any Seller or any Lindberg Affiliates (other than Ordinary Course of Business employee advances and other than loans or notes from any Transferred Employees);

(g) any (1) confidential personnel and medical Records pertaining to any Current Employees, Current FTEs, Former Employees or Workforce Personnel to the extent the disclosure of such information is prohibited by applicable Law, (2) other Records that Sellers are required by Law to retain and (3) any Records or other documents relating to the Chapter 11 Cases that are protected by the attorney-client privilege; *provided* that Buyer shall have the right to make and retain copies of any portions of such retained Records referenced in subsection (2) to the extent that such portions relate to the Business or any Purchased Asset;

(h) all Permits other than the Assumed Permits;

(i) all assets, rights and claims arising from or with respect to Taxes of any Sellers, including all rights arising from all deferred tax assets, Tax deposits, Tax prepayments and refunds due from federal, state and/or local Governmental Entities with respect to Taxes paid by Sellers;

(j) all Employee Benefit Plans;

(k) all assets maintained or held (including all deposits) pursuant to or in connection with the Health Plans, the 401(k) Plan or any Employee Benefit Plans;

(l) all Excluded Privileged Communications; and

(m) the rights of Sellers under this Agreement and the Related Agreements and all cash and non-cash consideration payable or deliverable to Sellers under this Agreement.

**Section 2.3 Assumption of Assumed Liabilities.** On the terms and subject to the conditions of this Agreement, at Closing (or, with respect to Assumed Liabilities under Assumed Contracts or Assumed Permits that are assumed by Buyer after Closing, such later date of assumption as provided in Section 2.6), Buyer shall assume and become responsible solely for the Assumed Liabilities, and Buyer agrees to timely pay, honor or discharge, as applicable, or cause to be timely paid, honored or discharged, as applicable, all such Assumed Liabilities in accordance with the terms thereof.

**Section 2.4 Excluded Liabilities.** Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any liabilities of Sellers, whether existing on or before the Closing Date or arising thereafter, other than the Assumed Liabilities (all such liabilities that Buyer is not assuming being referred to collectively as the “Excluded Liabilities”). Without limiting the generality of the foregoing, and notwithstanding anything in this Agreement to the contrary: (a) Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any liabilities or obligations owing to Lindberg, any Lindberg Affiliate, or the Workforce Employers; and (b) any and all of Sellers’ Tax obligations are Excluded Liabilities.

**Section 2.5 Consideration.** In consideration of the sale of the Purchased Assets to Buyer, and in reliance upon the representations, warranties, covenants, and agreements of Sellers set forth herein, and upon the terms and subject to the conditions set forth herein, the aggregate consideration for the sale and transfer of the Purchased Assets (the “Purchase Price”) shall, subject

to entry of the Sale Order in form and substance reasonably acceptable to Buyer, and such Sale Order then being a final and non-appealable order, be composed of the following:

- (a) The Credit Bid Amount;
- (b) the Cash Consideration;
- (c) Sellers' retention of the Good Faith Deposit; provided, however, that if the calculation of Cash Consideration at Closing yields a negative number, then, at the Closing, Sellers shall remit to Buyer from the Good Faith Deposit the absolute value of such amount, and then Sellers shall retain the balance of the Good Faith Deposit and Buyer shall owe \$0 as Cash Consideration under this Section 2.5 and Section 2.8(b) below;
- (d) Buyer's assumption of the Assumed Liabilities; and
- (e) all Cure Costs payable to counterparties with respect to Assumed Contracts; provided, however, that:
  - (i) if the actual, aggregate Cure Costs exceed \$5,000,000, then the Cash Consideration portion of the Purchase Price shall be reduced, on a dollar-for-dollar basis, by such excess (such reduction not to exceed \$500,000); and
  - (ii) if the actual, aggregate Cure Costs are less than \$5,000,000, then the Cash Consideration portion of the Purchase Price shall be increased by 75% of the actual difference between the Cure Costs and \$5,000,000.

## **Section 2.6 Cure Costs; Schedule Updates.**

(a) Attached as Schedule 2.6(a) of the Disclosure Schedule is a Contract and Cure Schedule (the "Contract and Cure Schedule"), which Sellers shall file with the Bankruptcy Court, and serve on each counterparty listed in the Contract and Cure Schedule pursuant to and within the time period specified in the Bidding Procedures Order. The Contract and Cure Schedule contains a list of each Contract of Sellers and Sellers' good faith estimate of the amount of Cure Costs applicable to each such Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Contract, the amount of such Cure Cost has been designated for such Contract as "\$0.00"). Subject to the rights and procedures set forth in this Section 2.6, including Section 2.6(b) and Section 2.6(c), if Buyer does not specifically elect to assume any Contract listed in the Contract and Cure Schedule, or in any supplement thereto, in writing, each Contract shall be deemed to be rejected and, accordingly, an Excluded Contract, and Buyer shall not be responsible for any Cure Costs applicable to such Contract.

(b) Subject to the provisions in the Bidding Procedures Order, Buyer may, at any time and from time to time through (and including) the Closing Date, but no later than the deadline imposed under section 365(d)(4) of the Bankruptcy Code, if such date occurs before Closing (the "Contract Designation Deadline"), notify Sellers to include in the definition of Assumed Contracts, any Contract of Sellers not otherwise included in the definition of Assumed Contracts, and require Sellers to give not less than two (2) Business Days' notice to the non-Seller parties to any such Contract of Sellers' proposed assumption and assignment thereof to Buyer.

(c) Buyer may, at any time and from time to time through (and including) the applicable Contract Designation Deadline, exclude from the definition of Assumed Contracts any Contract or Lease of Sellers otherwise included in the definition of Assumed Contract and Buyer shall have no obligation to pay any Cure Costs associated with such Contracts or Lease.

(d) Sellers shall be responsible for the verification of all Cure Costs for each Assumed Contract and shall use commercially reasonable efforts to correctly calculate the proper Cure Costs, if any, for each Assumed Contract prior to the filing of the Contract and Cure Schedule. To the extent that any Assumed Contract requires the payment of Cure Costs in order to be assumed pursuant to Section 365 of the Bankruptcy Code, whether determined prior to or after Closing, the Cure Costs related to such Assumed Contract, or any portion thereof, shall be paid by Buyer to the applicable counterparty (if the Cure Costs are Assumed Liabilities) within seven (7) days of the Closing Date, or such other date that the Assumed Contract is assumed by the applicable Seller and assigned to Buyer. Buyer shall be responsible for providing adequate assurances of future performance and any other Cure. With regard to an Assumed Contract that is a Lease that requires any action other than the payment of money, such action shall be confirmed and agreed to by Buyer at or before Closing or at such subsequent time when such Assumed Contract is assumed by Sellers and assigned to Buyer.

**Section 2.7 Closing.** The closing of the transactions contemplated by this Agreement (“Closing”) shall take place remotely by electronic exchange of documents and counterparty signature pages commencing at 11:00 a.m. prevailing Central Time on the date (the “Closing Date”) that is the first Business Day after the date on which all conditions to the obligations of Sellers and Buyer to consummate the Contemplated Transactions set forth in Article VII (other than conditions with respect to actions Sellers and/or Buyer will take at Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, or at such other time or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto.

**Section 2.8 Deliveries at Closing.**

(a) At Closing, Sellers shall deliver to Buyer the following documents and other items, duly executed by Sellers, as applicable:

(i) one or more Bills of Sale substantially in the form of Exhibit A attached hereto (each, a “Bill of Sale”);

(ii) one or more Assignment and Assumption Agreements substantially in the form of Exhibit B attached hereto (each, an “Assignment and Assumption Agreement”);

(iii) to the extent applicable pursuant to Section 7.1(d), an assignment agreement, in form and substance satisfactory to Buyer, effecting the assignment to and assumption by Buyer of each Workforce PEO Services Agreement, duly executed by each Workforce PEO (each, a “Workforce PEO Assignment Agreement”);

(iv) instruments of assignment substantially in the forms of Exhibit C, Exhibit D and Exhibit E attached hereto for each registered trademark, registered

copyright, and domain name, respectively, transferred or assigned hereby and for each pending application therefor (collectively, the “Intellectual Property Assignments”);

(v) such other instruments of assignment, in form and substance satisfactory to Buyer, as Buyer reasonably determines are necessary to vest in Buyer all rights, title and interest in, to and under the Sellers Owned IP and all other Intellectual Property owned by Sellers and used in furtherance of the Business;

(vi) to the extent applicable, a non-foreign affidavit from each Seller dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under Treasury Regulations issued pursuant to Section 1445 of the IRC stating that such Seller is not a “foreign person” as defined in Section 1445 of the IRC;

(vii) originals (or, to the extent originals are not available, copies) of all Assumed Contracts (together with all material amendments, supplements or modifications thereto) to the extent not otherwise already made available to Buyer through Sellers’ datasite;

(viii) an electronic copy of all of the information and documents posted to Sellers’ datasite at any time;

(ix) physical or constructive possession of all of the Purchased Assets capable of passing by delivery with the intent that title in such Purchased Assets shall pass by and upon delivery;

(x) a power of attorney, in form and substance satisfactory to the Buyer that enables Buyer to demand and receive the Accounts Receivable and Credit Card Receivables;

(xi) the certificates required by Section 7.1(i); and

(xii) all other documents, instruments and writings reasonably requested by Buyer to be delivered by Sellers at or prior to Closing pursuant to this Agreement.

(b) At Closing, Buyer shall deliver to Sellers the following documents, cash amounts, and other items, duly executed by Buyer, as applicable:

(i) the Cash Consideration, if any;

(ii) the Assignment and Assumption Agreement(s); and

(iii) all other documents, instruments and writings necessary to be delivered by Buyer at or prior to Closing in order to consummate the Contemplated Transactions.

**Section 2.9 Allocation.** Within ninety (90) calendar days after the Closing Date, Buyer shall in good faith prepare an allocation of the Purchase Price (and all capitalized costs and other relevant items) among the Purchased Assets in accordance with Section 1060 of the IRC and the Treasury Regulations thereunder (and any similar provision of United States state or local or non-United States Law, as appropriate). Sellers shall have fifteen (15) days following receipt of Buyer's proposed allocation to review and comment on such proposed allocation and Buyer shall consider such comments in good faith. Thereafter, Buyer shall provide Sellers with Buyer's final allocation schedule. Sellers shall also retain the right to dispute Buyer's proposed and final allocations, with any unresolved dispute to be determined by the Bankruptcy Court. Buyer and Sellers shall report, act and file Tax Returns (including Internal Revenue Service Form 8594) in all respects and for all purposes consistent with such allocation. Neither Buyer nor Sellers shall take any position (whether in audits, Tax Returns or otherwise) which is inconsistent with such allocation unless required to do so by applicable Law.

### ARTICLE III. SELLERS' REPRESENTATIONS AND WARRANTIES

Each of the Sellers jointly and severally represents and warrants to Buyer that:

**Section 3.1 Organization of Sellers; Good Standing.** Except as disclosed on Schedule 3.1 of the Disclosure Schedule:

(a) Each Seller is duly incorporated or formed, validly existing and in good standing under the Laws of its state of incorporation or formation as listed on Schedule 3.1 of the Disclosure Schedule, and has all necessary power and authority to own, lease, and operate its properties and to conduct its business in the manner in which its Business is currently being conducted. A Seller's failure to be in good standing, as reflected on Schedule 3.1 of the Disclosure Schedule, does not have a Material Adverse Effect nor does it materially adversely affect the Sellers' ability to enter into the Contemplated Transactions or perform its obligations hereunder. Each Seller has all requisite corporate or similar power and authority to own, lease and operate its assets, and each Seller has corporate power and authority to carry on the Business as currently conducted.

(b) Each Seller is duly authorized to do business and is in good standing as a foreign corporation or limited liability company in each jurisdiction where the ownership or operation of the Purchased Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

**Section 3.2 Authorization of Transaction.** Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) each Seller has all requisite power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which such Seller is a party have been duly authorized by such Seller and

no other action on the part of such Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the Contemplated Transactions; and

(b) this Agreement has been duly and validly executed and delivered by each Seller, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which any Seller is a party will have been duly and validly executed and delivered by each such Seller, as applicable. Assuming that this Agreement constitutes a valid and legally binding obligation of Buyer, this Agreement constitutes the valid and legally-binding obligations of Sellers, enforceable against Sellers in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of Buyer, each Related Agreement to which any Seller is a party, when executed and delivered, constituted or will constitute the valid and legally-binding obligations of such Seller, as applicable, enforceable against Sellers, as applicable, in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar Laws relating to creditors' rights and general principles of equity.

**Section 3.3 Noncontravention.** Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the Related Agreements), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation or formation, by-laws or other organizational documents of any Seller, (ii) violate any Law to which any Seller is, or its respective assets or properties are, subject, or (iii) subject to the entry of the Sale Order, conflict with any Assumed Contract, and, in the case of clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a Material Adverse Effect.

**Section 3.4 Compliance with Laws.** Sellers have been and are in compliance with all Laws applicable to the Business or the Purchased Assets, except in any such case where the failure to be in compliance would not have a Material Adverse Effect.

**Section 3.5 Title to Purchased Assets; Condition of Tangible Personal Property; Sufficiency of Purchased Assets.** Sellers, as of Closing, will have good and valid title to, or, in the case of leased assets, will have good and valid leasehold interests in, the Purchased Assets, free and clear of all Liens (except for Permitted Liens), subject to entry of the Sale Order. At Closing or such time as title is conveyed under Section 2.7, Sellers will transfer, sell, assign and convey, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at such time, good and valid title to, or valid leasehold interests in, all of the Purchased Assets, free and clear of all Liens (except for Permitted Liens), to the fullest extent permissible under section 363(f) of the Bankruptcy Code and subject to the rights of licensees under section 365(n) of the Bankruptcy Code. Schedule 3.5 of the Disclosure Schedule sets forth all Tangible Personal Property. To Sellers' Knowledge, all Tangible Personal Property is structurally sound, in good operating condition and repair, and adequate for the uses to which the Tangible Personal Property is being put, and none of the Tangible Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business

after Closing in substantially the same manner as conducted prior to Closing and constitute all rights, property and assets (of any type, whether tangible or intangible) necessary to conduct the Business as currently conducted. None of the Excluded Assets and no assets owned by any Person other than Sellers (except for assets for which Sellers have acquired the right to use pursuant to an Assumed Contract) are material to the operation of the Business from and after Closing.

**Section 3.6 Contracts.** Schedule 3.6 of the Disclosure Schedule sets forth the following Contracts (all Contracts listed or required to be listed herein are referred to as “Material Contracts”) as of the date of this Agreement:

- (a) all Leases that pertain to the Business;
- (b) all Contracts under which any Seller leases personal property in connection with the Business;
- (c) all Contracts that provide for payments in excess of \$100,000 over a 12-month period;
- (d) all customer Contracts that relate to the revenue per customer reflected on Schedule 3.6(d) of the Disclosure Schedule;
- (e) all Contracts that are material to the operation of the Business and that Sellers’ counterpart(y)(ies) may terminate without more than 90 days’ prior notice without a breach thereof by Sellers;
- (f) all Contracts with any material supplier of the Business;
- (g) all Contracts with any Governmental Entity related to the Business;
- (h) all employment, confidentiality, and/or noncompetition Contracts with employees of any Seller and Contracts with independent contractors or consultants (or similar arrangements) engaged in connection with the Business, in each case providing for cash compensation exceeding \$25,000 per year;
- (i) all Contracts between any Seller, on the one hand, and any Lindberg Affiliate, on the other;
- (j) all Contracts with any Current FTE, a third party who employs or has directly engaged a Current FTE, or otherwise relating to the work or services of any Current FTE;
- (k) all Contracts with any Workforce Employer, any member of the Workforce Personnel, or otherwise relating to the work or services of any Workforce Employer or Workforce Personnel (and to the extent any of the foregoing are not memorialized in a written Contract, a detailed summary of any arrangements relating to the foregoing);
- (l) all Contracts with any Person involved in the development, creation, generation and/or maintenance of any Software;

(m) all Contracts that limit or purport to limit the ability of any Seller to compete in any line of business or with any Person or in any geographic area during any period of time;

(n) all Contracts for the sale of any 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;

(o) all other Contracts that are material to the operation of the Business and not previously disclosed pursuant to this Section 3.6.

To Sellers' Knowledge, except as to matters which would not reasonably be expected to have a Material Adverse Effect and except as set forth on Schedule 3.6 of the Disclosure Schedule, each of the Material Contracts is in full force and effect and is the legal, valid, and binding obligation of the applicable Seller and, to the Sellers' Knowledge, of the other parties thereto, enforceable against each of them in accordance with its terms, and upon consummation of the Contemplated Transaction shall continue in full force and effect without penalty. Except as set forth on Schedule 3.6 of the Disclosure Schedule, and excluding any defaults on the basis of nonpayment, no Seller is in material default under any Material Contract, nor, to the Sellers' Knowledge, is any other party to any Material Contract in breach of or default thereunder, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a breach or default by any Seller or any other party thereunder. Except as set forth on Schedule 3.6 of the Disclosure Schedule, no party to any of the Material Contracts has exercised any termination rights with respect thereto, and no party has given notice of any significant dispute with respect to any Material Contract. Sellers have and will transfer to Buyer at Closing good and valid title to the Assumed Contracts, free and clear of all Liens other than Permitted Liens. To Sellers' Knowledge, except as set forth on Schedule 3.6 of the Disclosure Schedule, Sellers have delivered to Buyer true, correct, and complete copies of all of the Material Contracts, together with all amendments, modifications or supplements thereto.

Sellers' good faith estimate of the amount of Cure Costs applicable to each Contract reflected on the Contract and Cure Schedule is correct and accurately reflects Sellers' pre-petition payment obligations under such Contract.

### **Section 3.7 Intellectual Property.**

(a) Schedule 3.7 of the Disclosure Schedule sets forth a true and complete list of (i) all Software, including all Intellectual Property components thereof, (ii) all Intellectual Property that is owned by any Seller and used in or related to the Business, (iii) all Contracts pursuant to which any Seller obtains the right to use any Intellectual Property, excluding licenses for off-the-shelf software that is not incorporated into any Software, and (iv) all material Contracts pursuant to which any Seller grants to any other Person the right to use any Intellectual Property. Except as set forth in Schedule 3.7 of the Disclosure Schedule, to the Sellers' Knowledge, Sellers own all Intellectual Property used to conduct the Business free and clear of all Liens (except for Permitted Liens and subject to entry of the Sale Order), and all such Intellectual Property is valid, subsisting and, to Sellers' Knowledge, enforceable, and is not subject to any outstanding Decree adversely affecting Sellers' use thereof or rights thereto.

(b) To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, none of the use of the Intellectual Property included in the Purchased Assets, the conduct of the Business as currently conducted, nor any of the Products sold or services provided by Sellers or any of their Affiliates in connection therewith, infringes upon or otherwise violates the Intellectual Property of any other Person. To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, no third party is infringing upon any Intellectual Property owned by any Seller and included in the Purchased Assets, except as would not reasonably be expected to have a Material Adverse Effect.

(c) Except as set forth on Schedule 3.7 of the Disclosure Schedule, to Sellers' knowledge: (i) the Sellers exclusively own and possess all right, title and interest in and to the Software (including all Intellectual Property used in connection with the Software) and the Registered Intellectual Property (the "Sellers Owned IP"), free and clear of all Liens except Permitted Liens, and have a valid right to license or use all other Intellectual Property used by the Sellers in the operation of the Business as presently conducted; (ii) the Sellers Owned IP is subsisting, and in full force or effect, and is valid and enforceable, and has not been cancelled or unintentionally expired or abandoned; (iii) each item of Sellers' Registered Intellectual Property is registered or applied for, as applicable, in the name of the Sellers and is currently in compliance with all formal legal requirements (including without limitation, as applicable, payment of filing, examination and maintenance fees, notices to Governmental Entities, election of title, duties of candor, inventor declarations, proofs of working or use, timely post-registration filing of affidavits of use and incontestability, and renewal applications); (iv) none of Sellers' Registered Intellectual Property is subject to any maintenance fees or taxes or actions falling due within 90 days after the Closing Date to obtain, perfect, or maintain in full force and effect each item of Sellers' Registered Intellectual Property; and (v) no Sellers Registered Intellectual Property has been or is now involved in any reissue, reexamination, inter-partes review, post-grant review, or opposition proceeding.

(d) To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, all current and former officers, directors, employees, consultants, independent contractors and other Persons who contributed to the creation or development of any Sellers Owned IP and all other Intellectual Property owned by Sellers did so either (i) pursuant to written agreements or acknowledgements assigning, subject to applicable Law, all Intellectual Property arising therefrom to the Sellers or (ii) in the case of employees of Sellers, within the scope of his or her employment, such that all Intellectual Property arising therefrom became the exclusive property of the Sellers. To Sellers' Knowledge, no current or former officer, director, employee consultant or independent contractor of either the Sellers or any Workforce Employer is in default or breach of any term of any confidentiality agreement, non-disclosure agreement, assignment of invention agreement, or similar agreement.

**Section 3.8 Litigation.** Schedule 3.8 of the Disclosure Schedule sets forth all unresolved material Litigation brought by or against any Seller, and, to Sellers' Knowledge, there is no other material Litigation (i) threatened in writing, (ii) before any Governmental Entity against any Seller which is reasonably likely to have a Material Adverse Effect or (iii) which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay the Contemplated Transactions. As of the date hereof, no Seller is currently subject to any material judgment, order, writ, injunction, or decree of any court or other Governmental Entity ("Order") that would apply to the

Buyer or Buyer's operation of the Business from and after the Closing, other than Orders of general applicability, and,) as of the Closing Date, no Seller will be subject to any material Order that would apply to the Buyer or Buyer's operation of the Purchased Assets or Business from and after the Closing, other than Orders of general applicability or any Order that is stayed by operation of Section 362(a) of the Bankruptcy Code.

**Section 3.9 Employees and Employment Matters.**

(a) No Seller is a party to or bound by any collective bargaining agreement covering the Current Employees (as determined as of the date of this Agreement), nor is there any ongoing strike, walkout, work stoppage, or other material collective bargaining dispute affecting any Seller with respect to the Business. To Sellers' Knowledge, there is no organizational effort being made or threatened by or on behalf of any labor union with respect to the Current Employees (as determined as of the date of this Agreement). Schedule 3.9(a) of the Disclosure Schedule sets forth a complete list of: (i) all employees, and (ii) all current paid operating consultants providing services to Seller; together, in each case, with the current rate of compensation (if any) payable to each and any paid vacation time owing to such person, any incentive, bonus or deferred payments owing to such persons but not yet paid, the day of employment of each such person. Seller does not have any employees employed in the Business outside of the United States.

(b) To Sellers' Knowledge, no Workforce Employer is a party to or bound by any collective bargaining agreement covering the Workforce Personnel (as determined as of the date of this Agreement), nor is there any ongoing strike, walkout, work stoppage, or other material collective bargaining dispute affecting any Workforce Employer with respect to the Business. To Sellers' Knowledge, there is no organizational effort being made or threatened by or on behalf of any labor union with respect to the Workforce Personnel (as determined as of the date of this Agreement). Schedule 3.9(b) of the Disclosure Schedule sets forth members of the Workforce Personnel, whether employed or otherwise engaged by a Workforce Employer, together with the current rate of compensation (if any) payable to each and any paid vacation time owing to such person by a Workforce Employer, any incentive, bonus or deferred payments owing to such persons by a Workforce Employer but not yet paid, and the day of employment of each such person by a Workforce Employer.

(c) To Sellers' Knowledge, no member of the Workforce Personnel is subject to any restrictive covenant or other obligation (including without limitation any "non-compete" obligations, "non-solicitation" obligations, confidentiality obligations or the like) that would limit, restrict or impair, or purport to limit, restrict or impair, Sellers in the performance of their obligations under Section 7.1(d) or otherwise limit, restrict or impair, or purport to limit, restrict or impair, the ability of such member to (i) be employed or engaged by Buyer, a Buyer Affiliate or designee of Buyer or any Person other than a Workforce Employer or (ii) provide work or services related to the Business as an employee or contractor of any Person other than a Workforce Employer.

(d) Except as set forth on Section 3.9(d) of the Disclosure Schedule, each employee of the Sellers, from the first day of employment by Sellers through such member's last day of employment by Sellers, was, is and will be bound by (i) an employee non-disclosure and confidentiality agreement that (A) is in substantially the same form as the template employee non-

disclosure and confidentiality agreement set forth in Schedule 3.9(d) of the Disclosure Schedule or (B) contains usual, customary and commercially reasonable terms and conditions to protect the proprietary information and Intellectual Property of Sellers and (ii) an employee handbook containing substantially the same terms, conditions, policies and procedures as those set forth in the employee handbook set forth in Schedule 3.9(d) of the Disclosure Schedule (the “Employee Handbook”). Each employee of the Sellers has been provided a copy of the Employee Handbook and has acknowledged receipt thereof.

(e) Except as set forth on Section 3.9(e) of the Disclosure Schedule, each member of the Workforce Personnel, from the first day of employment or engagement by the applicable Workforce Employer through such member’s last day of employment or engagement by the applicable Workforce Employer, was, is and will be bound by a letter of appointment or similar Contract in substantially the same form as the template letter of appointment set forth in Schedule 3.9(e) of the Disclosure Schedule.

### **Section 3.10 Employee Benefit Plans.**

(a) Schedule 3.10 of the Disclosure Schedule lists each material Employee Benefit Plan that Sellers maintain or to which Sellers contribute. With respect to each such Employee Benefit Plan, Sellers have made available to Buyer all written plan documents and summary plan descriptions, as applicable, for each Employee Benefit Plans.

(b) To Sellers’ Knowledge, each Employee Benefit Plan has been established, funded, maintained and administered, in each case, in all material respects, in accordance with its terms and all applicable Laws. As of the date hereof, there is no material pending or, to Sellers’ Knowledge, threatened Litigation relating to the Employee Benefit Plans.

(c) Except as set forth on Schedule 3.10(c) of the Disclosure Schedule, with respect to each Employee Benefit Plan, all payments, premiums, contributions, distributions, reimbursements or accruals for all periods (or partial periods) ending prior to or as of the Closing Date shall have been timely made in accordance with the terms of the applicable Employee Benefit Plan and applicable Law.

### **Section 3.11 Real Property.**

(a) Sellers do not own any real property.

(b) Schedule 3.11(b) of the Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property. Sellers have made available to Buyer true and complete copies of such Leases, as amended through the date hereof. Except as set forth on Schedule 3.11(b) of the Disclosure Schedule, to Sellers’ Knowledge the Leased Real Property has no material defects that at any one location would reasonably be expected to cost Sellers \$10,000 or more to repair, and is otherwise in good operating condition and repair and is adequate and suitable to conduct the business of Sellers as currently conducted.

**Section 3.12 Permits.** Schedule 3.12 of the Disclosure Schedule (i) contains a list of all material Permits that Sellers hold as of the date hereof in connection with the operation of the Business and (ii) identifies any material Permits that are not transferable in accordance with their terms. Each Assumed Permit is in full force and effect. Neither the execution of this Agreement nor the Closing do or will constitute or result in a default under or violation of any such Permit. As of the date hereof, there is no Litigation pending or, to Sellers' Knowledge, threatened that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Assumed Permits, except where a failure of this representation and warranty to be so true and correct could not reasonably be expected to have a Material Adverse Effect. To Sellers' Knowledge, all required filings with respect to the Assumed Permits have been made and all required applications for renewal thereof have been filed, except where a failure of this representation and warranty to be so true and correct could not reasonably be expected to have a Material Adverse Effect. For clarity's sake, all Permits associated with the Software are deemed to be material.

**Section 3.13 Taxes.** Except as set forth in Schedule 3.13 of the Disclosure Schedule,

(a) Since the Petition Date, each Seller has timely and fully paid all Taxes that accrued and became legally due and owing (whether or not reflected on any Tax Return) against such Seller, the Purchased Assets or the Business on or after the Petition Date, and are accurately reflected on the financial statements.

(b) Since the Chapter 11 Cases' petition date, each Seller has complied in all respects with all applicable Laws relating to the payment and withholding of Taxes and has withheld all Taxes that are or were required by Law to be withheld or collected, and has paid to the proper Governmental Authority all amounts required to be so withheld and paid over all periods under applicable Laws.

(c) Within the last two (2) years, no Governmental Entity, including any jurisdictions where a Seller has not filed a Tax Return, has delivered or threatened to deliver: (i) notice indicating an intent to open an audit or other review; (ii) request for information related to Tax matters; or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any Tax authority against Seller. Seller has not been informed by any jurisdiction, including any jurisdiction where Seller has not filed a Tax Return, that the jurisdiction believes that Seller was required to file a Tax Return that was not filed.

(d) Sellers have provided each Taxing authority, with which any Seller has a reporting or payment obligation or outstanding liability, appropriate notice of the Chapter 11 Cases.

**Section 3.14 Financial Statements.**

(a) Set forth on Schedule 3.14 of the Disclosure Schedule are: (i) the Sellers' unaudited consolidated balance sheet as of December 31, 2023; and (ii) the related unaudited statements of income for the periods then ended (the "Financial Statements").

(b) The Financial Statements were derived from the Sellers' books and records and: (i) were prepared in accordance with GAAP consistently applied throughout the period

covered thereby, except as otherwise expressly noted therein; and (ii) fairly present the financial condition of Sellers and the financial position and results of operations of the Business at the date and for the periods indicated, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

(c) Set forth in Schedule 3.14(c) of the Disclosure Schedule are copies of (i) the variance reports through week ending April 5, 2024, and (ii) the preliminary March financials (the “Interim Financials”). The Interim Financials (i) were prepared in accordance with sound accounting principles consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present the financial condition of Sellers and the financial position and results of operations of the Business at the dates and for the periods indicated.

**Section 3.15 Insurance.** Except as would not cause a Material Adverse Effect, (i) Sellers’ insurance policies covering or relating to Seller’s properties or operations are in full force and effect (with respect to the applicable coverage periods), (ii) Sellers’ policies for directors’ and officers’ liability insurance are in full force and effect, and (iii) Sellers are not in default with respect to any of its obligations under any of such insurance policies.

**Section 3.16 Absence of Certain Changes**

(a) Since December 31, 2023, no Seller has sold or disposed of, or agreed or committed to sell or dispose of, any material assets used in or related to the Business, other than sales of Inventory in the Ordinary Course of Business, and no such event has occurred; and

(b) no Seller has received written notice of termination for any Assigned Contract.

**Section 3.17 Inventory.** Sellers hold no Inventory.

**Section 3.18 Environmental Matters.** Sellers have received no notice that any Seller has (i) failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law with respect to such Seller’s operations or the Business, (ii) become subject to a pending claim with respect to any Environmental Liability, or (iii) received written notice of any claim with respect to any Environmental Liability except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

**Section 3.19 Brokers’ Fees.** No Seller has entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay.

**Section 3.20 No Other Representations or Warranties.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED, AND MODIFIED BY THE DISCLOSURE SCHEDULE), NEITHER SELLERS NOR ANY OTHER PERSON MAKES (AND BUYER IS NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO SELLERS, THE BUSINESS, THE PURCHASED ASSETS

(INCLUDING THE VALUE, CONDITION OR USE OF ANY PURCHASED ASSET), THE ASSUMED LIABILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND SELLERS DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY SELLERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED, AND MODIFIED BY THE DISCLOSURE SCHEDULE), EACH SELLER (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO THE CONDITION OF THE PURCHASED ASSETS (INCLUDING ANY IMPLIED OR EXPRESSED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF THE PROBABLE SUCCESS OR PROFITABILITY OF THE OWNERSHIP, USE OR OPERATION OF THE BUSINESS OR THE PURCHASED ASSETS BY BUYER AFTER CLOSING), AND (II) DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT, OR INFORMATION MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING) TO BUYER OR ANY BUYER AFFILIATES OR THEIR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER BY ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ANY SELLER).

THE PROVISIONS OF THIS SECTION 3.20 SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT AND SHALL BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

#### **ARTICLE IV. BUYER'S REPRESENTATIONS AND WARRANTIES**

Buyer represents and warrants to Sellers as follows:

**Section 4.1 Organization of Buyer.** Buyer is a North Carolina insurance corporation validly existing and in good standing under the Laws of the State of North Carolina and has all requisite corporate power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

**Section 4.2 Authorization of Transaction.**

(a) Buyer has full corporate power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which Buyer is a party have been duly authorized by Buyer, and no other corporate action on the part of Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or to consummate the Contemplated Transactions.

(c) This Agreement has been duly and validly executed and delivered by Buyer, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which Buyer is a party will have been duly and validly executed and delivered by Buyer. Assuming that this Agreement constitutes a valid and legally-binding obligation of Sellers, this Agreement constitutes a valid and legally-binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming, to the extent that they are parties thereto, that each Related Agreement constitutes a valid and legally-binding obligation of Sellers, each Related Agreement to which Buyer is a party, when executed and delivered, constituted or will constitute the valid and legally-binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

**Section 4.3 Noncontravention.** Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the Related Agreements) will (a) conflict with or result in a breach of the certificate of formation or other organizational documents, of Buyer, (b) subject to any consents required to be obtained from any Governmental Entity, violate any Law to which Buyer is, or its assets or properties are subject, or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which Buyer is a party or by which it is bound, except, in the case of either clause (b) or (c), for such conflicts, breaches, defaults, accelerations, rights, or failures to give notice as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay, or materially impair to the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements. Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any of the Related Agreements, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair to the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

**Section 4.4 Financial Capacity.** Buyer has and at the time of Closing, Buyer will have, (a) the resources (including sufficient funds available to pay the Purchase Price and other amounts required to be paid by Buyer hereunder and any other expenses and payments incurred by Buyer in connection with the transactions contemplated by this Agreement) and capabilities (financial or otherwise) to perform its obligations hereunder, and (b) will not have incurred any obligation, commitment, restriction or Liability of any kind, that would materially impair or materially adversely affect such resources and capabilities.

**Section 4.5 Adequate Assurances Regarding Executory Contracts.** Buyer as of Closing will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

**Section 4.6 Good Faith Purchaser.** Buyer is a "good faith" purchaser, as such term is used in the Bankruptcy Code and the court decisions thereunder. Buyer is entitled to the protections

of Section 363(m) of the Bankruptcy Code with respect to all of the Purchased Assets. Buyer has negotiated and entered into this Agreement in good faith.

**Section 4.7 Brokers' Fees.** Neither Buyer nor any Buyer Affiliates have entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which any Seller could become liable or obligated to pay.

**Section 4.8 Condition of Business.** Buyer is an informed and sophisticated purchaser, and has engaged or had the opportunity to engage advisors, experienced in the evaluation and purchase of properties and assets such as the Purchased Assets and assumption of liabilities such as the Assumed Liabilities as contemplated hereunder. Buyer has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Buyer acknowledges that Sellers have given Buyer reasonable and open access to the key employees, documents and facilities of the Business. Buyer hereby acknowledges and agrees that notwithstanding anything expressed or implied herein to the contrary, except as expressly set forth in Article III of this Agreement, Sellers (including each of their directors, officers, employees, agents, stockholders, consultants, counsel, accountants and other representatives) make no express or implied representations or warranties whatsoever, including, without limitation, any representation or warranty as to physical condition or value of any of the Purchased Assets or the future profitability or future earnings performance of the Business. Buyer will accept the Purchased Assets and assume the Assumed Liabilities from and after Closing "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

## **ARTICLE V. PRE-CLOSING COVENANTS**

The Parties agree as follows with respect to the period between the execution of this Agreement and Closing (except as otherwise expressly stated to apply to a different period):

### **Section 5.1 Certain Efforts; Cooperation.**

(a) Subject to the terms and conditions of this Agreement, each of the Parties shall use its commercially reasonable efforts, subject to the orders of the Bankruptcy Court, to make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the conditions to the obligations of the Parties to consummate the Contemplated Transactions set forth in Article VII), except as otherwise provided in Section 5.2; provided, however, Sellers shall be entitled to take such actions as are required in connection with the discharge of their fiduciary duties during the Chapter 11 Cases.

(b) On and after Closing, Sellers and Buyer shall use their commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done by Sellers and Buyer all things necessary under applicable Law, and to execute and deliver such documents, ancillary agreements and other papers as may be required to carry out the provisions of this Agreement and consummate and make effective the Contemplated Transactions, including in order to more effectively vest in Buyer all of Sellers' right, title, and interest to the Purchased

Assets, free and clear of all Liens (other than Permitted Liens expressly contemplated by the Sale Order); provided, however, that Sellers' obligations under this Section 5.1(b) shall only continue until the Chapter 11 Cases are closed or dismissed. Buyer shall at all times take all appropriate actions necessary to permit, and shall refrain from taking any action that would prevent, the Bankruptcy Court to make findings in the Sale Order that (a) Buyer is a good-faith buyer under Section 363(m) of the Bankruptcy Code, (b) the sale of the Purchased Assets contemplated hereby did not involve any improper conduct, including collusion, and cannot be avoided under grounds set forth under Section 363(n) of the Bankruptcy Code, and (c) Buyer is not a successor to Sellers with respect to the Purchased Assets.

## **Section 5.2 Notices and Consents.**

(a) To the extent required by the Bankruptcy Code or the Bankruptcy Court, Sellers shall (i) give any notices to third parties, and each Seller shall use its commercially reasonable efforts to obtain any third party Consents or sublicenses and (ii) with respect to the Permits, licenses and other documents set forth on Schedule 3.12 of the Disclosure Schedule, to the extent any such Permits, licenses or other documents cannot either be transferred to Buyer or obtained by Buyer prior to Closing because of Governmental Entity action or inaction or requirements of applicable Law, to provide to Buyer, both prior to and after Closing, all support reasonably required to effectuate the transfer of such Permits, licenses and other documents, including, without limitation, providing information to Buyer or any Governmental Entity, preparing all required documentation or executing all documents necessary to support the transfer or issuance of such Permit to Buyer immediately following or within a reasonable time after the Closing.

(b) Sellers and Buyer shall cooperate with one another in promptly determining whether any filings are required to be or should be made or consents, approvals, permits or authorizations are required to be or should be obtained under any applicable Law in connection with this Agreement and the Contemplated Transactions and in promptly making any such filings, furnishing information required in connection therewith and seeking to obtain timely any such consents, permits, authorizations, approvals or waivers.

(c) Sellers shall not incur any costs associated with the obligations pursuant to this Section 5.2(a) and (b), other than such ordinary and reasonable professional fees as described in this Agreement as are required for Sellers to comply with the obligations hereunder, and Sellers' obligations hereunder shall only continue until the Chapter 11 Cases are closed or dismissed.

(d) Subject to the terms and conditions set forth in this Agreement and applicable Law, Buyer and Sellers shall (A) promptly notify the other Party of any communication to that Party from any Governmental Entity in respect of any filing, investigation or inquiry concerning this Agreement or the Contemplated Transactions, (B) if practicable, permit the other Party the opportunity to review in advance all the information relating to Sellers and their respective Subsidiaries or Buyer and the Buyer Affiliates, as the case may be, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Agreement and the transactions contemplated by this Agreement and incorporate the other Party's reasonable comments, (C) not participate in any substantive meeting or discussion with any Governmental Entity in respect of any filing, investigation, or inquiry

concerning this Agreement and the transactions contemplated by this Agreement unless it consults with the other Party in advance, and, to the extent permitted by such Governmental Entity, gives the other Party the opportunity to participate in and/or attend such meeting and/or discussion, and (D) furnish the other Party with copies of all correspondences, filings, and written communications between them and their Subsidiaries and Representatives, on the one hand, and any Governmental Entity or its respective staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement, provided, however, that any materials or information provided pursuant to any provision of this Section 5.2(d) may be redacted before being provided to the other Party to remove references concerning (i) the valuation of Buyer, Sellers, or any of their Subsidiaries, (ii) financing arrangements, (iii) as necessary to comply with contractual arrangements, and (iv) as necessary to address reasonable privilege or confidentiality issues. Sellers and Buyer may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 5.2(d) as “outside counsel only.” Such materials and the information contained therein shall be given only to the outside legal counsel and any retained consultants or experts of the recipient and shall not be disclosed by such outside counsel to employees, officers or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Buyer, as the case may be). Each of Sellers and Buyer shall promptly notify the other Party if such Party becomes aware that any third party has any objection to the Agreement on antitrust or anti-competitive grounds. Notwithstanding the foregoing, Buyer shall have no obligations under this Section 5.2(d) with respect to communications between Buyer and its Representatives, on the one hand, and the North Carolina Department of Insurance and its Representatives, on the other, if such communications occur in the ordinary course of Buyer’s receivership proceedings and are not material to the consummation of the Contemplated Transactions.

### **Section 5.3    Bankruptcy Actions.**

(a)    Sale Order. The Sale Order shall be entered no later than three (3) days after the Sale Hearing. The Sale Order shall be in a form acceptable to Buyer in its reasonable discretion and provide, among other things, that:

- (i)    this Agreement is valid and enforceable;
- (ii)   this Agreement and the Contemplated Transactions are approved;
- (iii)   on the Closing Date, the Purchased Assets shall be sold to Buyer free and clear of any and all Liens (except for Permitted Liens), including any liens granted during the Chapter 11 Cases;
- (iv)   on the Closing Date, the Assumed Contracts shall be assumed by Sellers and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code and Buyer shall pay to the applicable counterparties the Cure Costs that are Assumed Liabilities due in connection with the assumption and assignment of Assumed Contracts;
- (v)    Sellers shall be entitled to assert any defenses against any claim asserted by any counterparty to the Assumed Contracts; and

(vi) all persons and entities, including, governmental, tax and regulatory authorities, lenders, trade, and other creditors holding interests or claims of any kind or nature whatsoever against Sellers or their assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with or in any way relating to Sellers, the Purchased Assets, or the operations of Sellers prior to Closing shall have no claims against Buyer, any Buyer Affiliates, successors or assigns, property, or the Purchased Assets related to such interests or claims, subject to rights of parties or individuals for claims arising out of Assumed Liabilities.

(b) Sellers will provide Buyer with a reasonable opportunity to review and comment upon the Sale Order contemplated by this Agreement prepared by Sellers which shall be in final form reasonably acceptable to Buyer.

(c) The Sale Order shall contain findings by the Bankruptcy Court that (a) Buyer is a good-faith buyer under Section 363(m) of the Bankruptcy Code, (b) Buyer is not a successor to Sellers, and (c) the sale of the Purchased Assets contemplated hereby did not involve any improper conduct, including collusion, and cannot be avoided under grounds set forth under Section 363(n) of the Bankruptcy Code, unless in the reasonable judgment of Sellers' professionals, after consultation with Buyer, Sellers believe there exists a factual basis that would preclude the Bankruptcy Court from making such a finding.

(d) Sellers and Buyer agree to use commercially reasonable efforts to cooperate, assist and consult with each other to obtain the issuance and entry of the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. The Sale Order shall also indicate that the transactions set forth in this Agreement may be consummated immediately upon entry of the Sale Order and pursuant to Fed. R. Bankr. P. 6004(h), the sale of the Purchased Assets is not stayed pending the expiration of fourteen (14) days from the date of entry of the Sale Order. In the event the Sale Order is appealed, Sellers shall use their commercially reasonable efforts to oppose any such appeal.

(e) Bankruptcy Court Approval of Sale. Sellers and Buyer shall cooperate, assist and consult with each other and each use commercially reasonable effort, to secure the entry of the Sale Order. In connection with the assumption and assignment of the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code, Buyer shall take all actions reasonably required in the discretion of Buyer or otherwise as directed by the Bankruptcy Court to provide "adequate assurance of future performance" by Buyer under the Assumed Contracts after Closing.

(f) Good Faith Deposit. From and after the date hereof until the date that the Good Faith Deposit is disbursed or retained in accordance with this Agreement, Sellers shall deposit and maintain the Good Faith Deposit (including any increase thereto pursuant to Section 5.3(g) below) in a segregated, interest-bearing account in accordance with Section 345 of the Bankruptcy Code.

(g) Increase of Good Faith Deposit. Within one (1) Business Day following entry of the Sale Order, Buyer shall deliver to Sellers cash in an amount necessary to increase the

Good Faith Deposit to an amount equal to Eight Million Dollars (\$8,000,000), subject to the provisions of Section 5.13 hereof.

**Section 5.4 Conduct of Business.** From the date hereof until the earlier of the termination of this Agreement pursuant to Section 8.1 or the Closing Date, except (i) as disclosed on Schedule 5.4 of the Disclosure Schedule, (ii) as may be required by the Bankruptcy Court, (iii) for the consequences resulting from the continuation of the Chapter 11 Cases, or (iv) as may be required or contemplated by this Agreement, subject to the terms of the DIP Loan Documents, each Seller shall conduct, and shall cause its Affiliates to conduct, the Business and maintain the Purchased Assets in the Ordinary Course of Business and use its commercially reasonable efforts to preserve intact the Purchased Assets (and all goodwill relating thereto) and all respective relationships with customers, vendors, creditors, employees, landlords, agents, each Governmental Entity, and others having business relationships with them. Without limiting the generality of the foregoing, during the period from the date of this Agreement to Closing, except as otherwise contemplated by this Agreement or as Buyer shall otherwise consent in writing, each Seller shall, and shall cause each of its respective Affiliates to, do the following:

(a) pay all postpetition bills and invoices for postpetition goods or services when due, including rent, common area maintenance charges, taxes and other amounts due under the Leases that may become part of the Purchased Assets;

(b) continue to collect Accounts Receivable in a manner consistent with past practice, without discounting such Accounts Receivable;

(c) notify Buyer of any material adverse change in its condition (financial or otherwise), business, properties, assets or liabilities, or of the commencement of or any material development or disposition with respect to any material governmental complaints, investigations, or hearings (or any written threats thereof);

(d) in the Ordinary Course of Business, maintain and repair all of the Tangible Personal Property, all of the material equipment on the premises and the premises themselves;

(e) maintain in the Ordinary Course of Business customary amounts of cash, cash equivalents, and similar cash items in Sellers' respective safes, strongboxes, and lock boxes;

(f) use its commercially reasonable efforts to keep and maintain possession of and compliance with the terms of all Permits necessary or required by Law to own, lease and operate its respective properties (and the Purchased Assets) and to carry on the Business or that are material to the operation of the Business or the Purchased Assets, including by taking all actions and submitting all payments, applications, and filings necessary to renew any such Permit due to expire at any time before the Closing Date (or 60 days thereafter); and

(g) maintain insurance coverage with financially responsible insurance companies substantially similar in all material respects to the insurance coverage maintained by the Business and Sellers on the Petition Date.

**Section 5.5 Certain Restricted Conduct.** Except as set forth on Schedule 5.5 of the Disclosure Schedule and except as otherwise set forth in this Agreement or as Buyer shall

otherwise consent in advance in writing, during the period from the date of this Agreement to Closing, no Seller shall, and each Seller shall cause each of its respective Affiliates not to, with respect to the Purchased Assets:

(a) sell, lease, license, transfer, or dispose of other than in the Ordinary Course of Business any Purchased Assets;

(b) authorize or enter into any Contract, arrangement, or commitment other than a Contract that is in the Ordinary Course of Business;

(c) dispose of or permit to lapse any rights in, to or for the use of any material Intellectual Property Right;

(d) other than in the Ordinary Course of Business, including maintenance and repair, authorize, undertake, make, or enter into any commitments obligating any Seller to (i) make or accelerate any capital expenditures that cannot reasonably be substantially completed prior to Closing or (ii) undertake or approve any material renovation, repair, or rehabilitation of any Leased Real Property that cannot reasonably be substantially completed prior to Closing;

(e) (i) increase any compensation or enter into or amend, in a way that increases benefits, any employment, severance or other agreement with any of its officers, directors or employees, (ii) cause, encourage or solicit any Workforce Employer to increase any compensation or enter into or amend, in a way that increases benefits, any employment, severance or other agreement with any members of the Workforce Personnel, (iii) adopt any new Employee Benefit Plan or amend or terminate or increase the benefits under any existing Employee Benefit Plan (other than the 401(k) Plan which is subject to Section 6.12 below), except for changes which are required by Law and changes which are not more favorable to participants than provisions presently in effect, (iv) hire any employee or individual independent contractor with annual compensation in excess of \$75,000 (except to the extent such hire is in replacement of an existing employee with comparable compensation), or enter into any new employment or severance agreements that would result in post-termination payments that in the aggregate would exceed \$5,000 becoming due or payable upon termination of employment or of the individual independent contractor, or (v) assume or enter into any labor or collective bargaining agreement relating to the Business, any employee, or any Purchased Asset;

(f) take any action that would constitute or result in an event of default under any debtor in possession financing agreement or order, or cash collateral agreement;

(g) permit, offer, agree, or commit (in writing or otherwise) to permit any of the Purchased Assets to become subject, directly or indirectly, to any Lien, except for Permitted Liens, Liens existing on the date of this Agreement, and Liens granted before Closing in connection with any debtor in possession financing agreement or order, and/or cash collateral agreement;

(h) do any other act that would, or would reasonably be expected to, cause any representation or warranty of any Seller in this Agreement to be or become untrue in any material respect or intentionally omit to take any action necessary to prevent any such representation or warranty from being untrue in any material respect; or

(i) authorize or enter into any Contract, agreement, or commitment with respect to any of the foregoing.

No Seller nor any of its Affiliates shall: (i) renew any Lease nor suffer any person other than such Seller, its employees, agents, servants, and invitees to occupy or use the premises or any portion thereof, without in any case the express written consent of Buyer, which consent shall not be unreasonably withheld or (ii) terminate, amend, extend, renew, modify, breach, waive, or allow any rights to lapse under any Lease. If Sellers request such a consent from Buyer, the request shall be in writing specifying the terms of the renewal, termination, amendment, extension, modification and/or waiver, the identity of the proposed third party, assignee, or sub-lessee; the duration of said desired sublease or renewal, the date same is to occur, the exact location of the space affected thereby, and the proposed rentals on a square foot basis chargeable thereunder. Such request for Buyer consent shall be submitted to Buyer at least five (5) days in advance of the date on which Sellers desire to make such event occur.

**Section 5.6 Notice of Developments.** From the date hereof until the Closing Date, Sellers shall promptly disclose to Buyer, in writing (in the form of an updated Disclosure Schedule, if applicable):

(a) after attaining Sellers' Knowledge of any material failure of any Sellers to comply with or satisfy any of their covenants, conditions or agreements to be complied with or satisfied by them under this Agreement in any material respect; provided, however, that the delivery of any notice pursuant to this Section 5.6 shall not limit or otherwise affect the remedies available to Buyer;

(b) that (i) with respect to any matter hereafter arising to Sellers' Knowledge that, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in any Schedule or (ii) is necessary to correct any information in such Schedules that, to Sellers' Knowledge, is inaccurate on account of the occurrence of an event described in subpart (b);

(c) any Material Adverse Effect;

(d) any fact, condition, change or event that, to Sellers' Knowledge, causes or constitutes a breach, in any material respect, of any of the representations or warranties or covenants of Sellers hereunder made as of the date hereof;

(e) any claim, assertion or statement of fact received from any Person that, if true, would cause or constitute a breach, in any material respect, of any of the representations or warranties or covenants of Sellers hereunder made as of the date hereof or otherwise materially impact the Business;

(f) the damage or destruction by fire or other casualty of any material Purchased Asset or part thereof;

(g) the loss of any Customers; and

(h) any correspondence to or from Lindberg, a Lindberg Affiliate, or any representative of Lindberg or a Lindberg Affiliate regarding the Business, the Workforce Personnel or the Purchased Assets.

Sellers hereby acknowledge that Buyer does not and shall not waive any right it may have hereunder solely as a result of any Schedule update pursuant to this Section 5.6 or such notifications, and any Schedule update or notification given pursuant to this Section 5.6 (including any supplement to the Schedules to this Agreement) shall: (i) not have any effect for purposes of Buyer's determining satisfaction of the conditions set forth in Article VII of this Agreement; and (ii) not in any way limit the Buyer's exercise of its rights hereunder.

**Section 5.7 Access.** Upon reasonable advance written request by Buyer, Sellers shall permit Buyer and its Representatives to have reasonable access during customary business hours, and in a manner so as not to interfere unreasonably with the regular business operations of Sellers, to all premises, properties, personnel, Records, and Contracts related to the Business, in each case, for the sole purpose of evaluating the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law.

**Section 5.8 Press Releases and Public Announcements.** Provided that Sellers shall provide notice to and consult with Buyer in advance, to the extent permitted by Law or the order of the Bankruptcy Court, Sellers shall be entitled to disclose, if required by applicable Law or by order of the Bankruptcy Court, this Agreement and all information provided by Buyer in connection herewith to the Bankruptcy Court, the United States Trustee, the Committee, parties in interest in the Chapter 11 Cases, and other Persons bidding on assets of Sellers. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), Sellers shall not issue (prior to, on, or after Closing) any press release or make any public statement or public communication regarding Buyer without the prior written consent of Buyer, which shall not be unreasonably withheld or delayed; provided, however, Sellers, without the prior consent of Buyer, may issue such press release or make such public statement as may, upon the advice of counsel, be required by applicable Law or any Governmental Entity with competent jurisdiction. Buyer, without the prior consent of Sellers, may issue such press release or make such public statement, filing or disclosure (x) prior to Closing, as may, upon the advice of counsel, be required by applicable Law or any Governmental Entity with competent jurisdiction and (y) after Closing, as it may wish.

**Section 5.9 Bulk Transfer Laws.** The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Liens on the Purchased Assets (other than Permitted Liens), including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

**Section 5.10 Contracts.** If at any time Sellers become aware, on or before Closing, of any heretofore unrejected Contract to which any of Sellers is a party that satisfies the conditions of Section 3.6, but has not been included on Schedule 3.6 of the Disclosure Schedule, Sellers shall promptly thereafter advise Buyer of the existence of such Contract and provide Buyer with a copy

thereof. Buyer shall have the right, for a period of five (5) Business Days following the delivery of any such Contract, to review such Contract and during such period Sellers shall refrain from modifying, terminating, or rejecting such Contract without Buyer's express prior written consent. Buyer shall have the option, exercisable by written notice to Sellers given within such five (5) Business Day period, to request that Sellers assume, assign, and sell such Contract to Buyer in accordance with Section 2.6. If Buyer fails or declines to exercise such option, Sellers may reject such Contract upon five (5) Business Days' notice to Buyer.

**Section 5.11 Casualty, Condemnation, Loss of Lease.**

(a) If, prior to Closing, any Leased Real Property and the associated improvements or any part thereof shall be subject to a taking by any Governmental Entity through condemnation, eminent domain or otherwise (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such taking) (collectively, "Condemnation"), Buyer shall have the option, but not obligation, to take title to the Purchased Assets relating to such affected Leased Real Property and improvements notwithstanding such Condemnation. At Closing, Buyer, if it elects to accept such Leased Real Property that is subject to a Condemnation, shall succeed to (x) the rights of the respective Seller to the Condemnation proceeds, including insurance proceeds, with respect to a Condemnation ("Condemnation Proceeds"), and (y) the rights to settle any such Condemnation proceeding, and Buyer shall, at Closing succeed to the rights of the respective Seller to all required proofs of loss, assignments of claims, and similar items. If Buyer elects to accept such Leased Real Property in accordance with the preceding sentence, then such Seller, at Closing, shall assign to Buyer all right, title, and interest to any claims or proceeds such Seller may have. Sellers shall not settle any such proceedings without the consent of Buyer, such consent not to be unreasonably withheld or delayed.

(b) If, prior to Closing, any Leased Real Property and the associated improvements or any part thereof shall be destroyed or damaged by fire, earthquake, flood or other casualty (collectively, "Casualty"), Buyer shall have the option, but not the obligation, to take title to the Purchased Assets relating to such affected Leased Real Property and improvements. At Closing, Buyer, if it elects to accept such Leased Real Property that is subject to a Casualty, shall succeed to (x) the rights of the respective Seller to the Casualty proceeds, including insurance proceeds, with respect to such Casualty ("Casualty Proceeds"), including without duplication, giving Buyer a credit against the Purchase Price in the amount of the Casualty Proceeds actually received by such Seller and not applied by such Seller to repair prior to Closing, and (y) the rights to settle after Closing any loss under all policies of insurance applicable to the Casualty, and Buyer shall, at Closing and thereafter, succeed to the rights of Sellers to all required proofs of loss, assignments of claims and other similar items and Sellers shall, at Closing, assign same to Buyer. Sellers shall not settle any such claims without the consent of Buyer; such consent not to be unreasonably withheld or delayed.

**Section 5.12 Intellectual Property.** Sellers shall provide Buyer, no later than the Closing Date, all documentation necessary to establish and evidence Sellers' ownership or authority to use all of the Intellectual Property used in the Business, as currently used, each in form and substance reasonably satisfactory to Buyer.

**Section 5.13 Limitations on DIP Loan.** At no point shall the aggregate amount of (i) the outstanding Obligations (as defined in the DIP Loan Documents) owed to the DIP Lender and (ii) the Good Faith Deposit, as increased pursuant to Section 5.3(g) and including all interest accrued thereon, exceed an amount equal to Fourteen Million Dollars (\$14,000,000). Notwithstanding anything in the DIP Loan Documents or the Final Order to the contrary, the DIP Lender shall have no obligation to advance any funds under the DIP Loan Documents if such advance would, violate this Section 5.13.

## ARTICLE VI. OTHER COVENANTS

The Parties agree as follows with respect to the period from and after Closing (or during such other periods or at such other times as contemplated by this Article VI), provided that (i) Sellers shall not incur any costs, associated with the obligations hereunder, other than such ordinary and necessary professional fees as are required for Sellers to comply with the obligations hereunder and (ii) Sellers' obligations hereunder shall only continue until the Chapter 11 Cases are closed or dismissed:

**Section 6.1 Cooperation.** Each of the Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Purchased Assets and Assumed Liabilities from Sellers to Buyer and to minimize the disruption to the Business resulting from the Contemplated Transactions.

**Section 6.2 Further Assurances.** In case at any time from and after Closing any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's request and sole cost and expense, each Party shall promptly take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to Buyer all of the Purchased Assets, to confirm Buyer's assumption of the Assumed Liabilities and to confirm Sellers' retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either Buyer or Sellers discover any additional assets or properties which the Parties mutually agree should have been transferred or assigned to Buyer as Purchased Assets but were not so transferred or assigned, Buyer and Sellers shall cooperate and promptly execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to Buyer.

**Section 6.3 Availability of Business Records.** From and after Closing, Buyer shall promptly provide to Sellers and their respective Representatives, including any liquidating trustee appointed in the Chapter 11 Cases, (after reasonable notice and during normal business hours and without charge to Sellers) access to all Records included in the Purchased Assets for periods prior to Closing and reasonable access to Transferred Employees to the extent such access is necessary in order for Sellers (as applicable) to comply with applicable Law or any contract to which it is a party, for liquidation, winding up, Tax reporting or other proper purposes and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest

of (i) seven years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Chapter 11 Cases or (iv) in the case of Records related to Taxes, the expiration of the statute of limitation applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. Buyer acknowledges that Sellers have the right to retain copies of all of Records included in the Purchased Assets for periods prior to Closing. Prior to destroying any Records included in the Purchased Assets for periods prior to Closing, Buyer shall notify Sellers thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and Buyer shall permit Sellers to retain such Records, at Sellers' cost and expense.

#### **Section 6.4 Employee Matters.**

(a) Sellers shall, effective as of the end of the day prior to the Closing Date, discharge all Current Employees. Sellers shall, effective as of the end of the day prior to the Closing Date, terminate all agreements providing for the work of all Current FTEs. Prior to Closing, Buyer may, but shall not be obligated to, offer (or cause a designee of Buyer to offer), to employ or directly engage as an independent contractor those Current Employees, Current FTEs and members of the Workforce Personnel desired to be employed or directly engaged by Buyer, in Buyer's sole discretion, to operate the Business, with employment or engagement, as applicable, commencing as of the Closing Date. For purposes of this Agreement, each Current Employee, Current FTE and member of the Workforce Personnel who receives such an offer of employment or direct engagement shall be collectively referred to as an "Offeree." Prior to the Closing Date, Buyer will provide Sellers with a schedule setting forth a list of the names of all Offerees. Each Offeree who is a Current Employee and who accepts such offer prior to Closing shall be referred to herein as a "Transferred Employee."

(b) Each Current Employee of Sellers who is not a Transferred Employee shall be referred to herein as an "Excluded Employee."

(c) Following the date of this Agreement,

(i) Sellers shall allow Buyer or any of its Representatives reasonable access upon reasonable advance notice to meet with and interview the Current Employees during normal business hours;

(ii) Sellers shall use their commercially reasonable efforts to obtain for Buyer or any of its Representatives the right to have access upon reasonable advance notice to meet with and interview any Current FTEs and members of the Workforce Personnel during normal business hours;

(iii) Sellers shall not, nor shall Sellers authorize or direct or give express permission to any Person or assist any Person, to (A) interfere with Buyer's or its Representatives' rights under Section 6.4(a) to make offers of employment to any Offeree, or (B) solicit or encourage any Offeree not to accept, or to reject, any such offer of employment;

(iv) Sellers shall provide reasonable cooperation and information to Buyer or the relevant Representative as reasonably requested by Buyer or such Representative with respect to its determination of appropriate terms and conditions of employment for any Offeree;

(v) Sellers acknowledge their responsibility to provide COBRA coverage to all Excluded Employees pursuant to Law;

(vi) Sellers shall process the payroll for and pay, or cause to be paid, the base wages, base salary and benefits that are due and payable on or prior to the Closing Date with respect to all employees of Sellers no later than the date such wages or salary would normally be paid. Seller shall withhold, fund and remit all applicable payroll taxes as required by Law on or prior to the Closing Date with respect to all employees of Sellers as of such date;

(vii) Buyer or Buyer's designee shall process the payroll for and shall pay, or cause to be paid, base wages, base salary, and benefits that accrue after the Closing Date with respect to all Transferred Employees. Buyer or Buyer's designee shall withhold and remit all applicable payroll taxes as required by Law after the Closing Date with respect to Transferred Employees. In addition, as part of the wind-down expenses, Sellers shall (or shall cause their designee to) process all employee and Tax reporting covering the periods prior to Closing in connection with the Excluded Employees and the Transferred Employees that will be required to be prepared and delivered after Closing. Nothing herein shall be construed as requiring, and neither Sellers nor any of their Affiliates shall take any affirmative action that would have the effect of requiring Buyer to continue any specific employee benefit plan or to continue the employment of any specific person. Nothing in this Agreement shall create or be construed as creating any contract of employment or as conferring upon any Transferred Employee or upon any other person, other than the parties to this Agreement in accordance with its terms, any rights to enforce any provisions of this Agreement under ERISA or otherwise; and

(viii) In connection with Closing, and to the extent permitted by Law, Sellers shall transfer to Buyer an amount, in cash, representing the aggregate contributions of each Transferred Employee then participating in any flexible spending arrangements of Sellers, net of reimbursements paid prior to the date of transfer (but not less than zero). Buyer shall cause such amounts to be credited to each such Transferred Employee's accounts under Buyer's corresponding health and dependent care spending account plan in effect for such employees as of the Closing Date, and all claims for reimbursement which have not been paid as of the date of the transfer to Buyer and credited under Sellers' flexible spending plan shall be paid pursuant to and under the terms of Buyer's plan. In the event that applicable Law prohibits the transfer of the flexible spending accounts to Buyer, Buyer shall take such actions as are necessary to administer post-Closing Sellers' flexible spending plan. Sellers shall reasonably cooperate with Buyer in connection with Buyer's administration of the flexible spending plan, including without limitation promptly transferring control of any accounts to Buyer.

(ix) Within ten (10) Business Days from the date hereof, Buyer will provide Sellers a list of members of the Workforce Personnel who Buyer desires to continue performing work and services in furtherance of the Business from and after Closing (the “Designated Workforce Members”). Buyer will concurrently provide Sellers a list of those Designated Workforce Members who Buyer requires to be available to provide work and services in furtherance of the Business from and after Closing (the “Critical Workforce Members”). Sellers shall cooperate with Buyer with respect to Buyer’s efforts to develop the lists of Designated Workforce Personnel and Critical Workforce Personnel

**Section 6.5 Recording of Intellectual Property Assignments.** All of the Intellectual Property Assignments shall be recorded and filed by Buyer with the appropriate Governmental Entities as promptly as practicable following Closing.

**Section 6.6 Transfer Taxes.** To the extent not exempt under Section 1146 of the Bankruptcy Code, Buyer shall pay any stamp, documentary, registration, transfer, added-value or similar Tax (each, a “Transfer Tax”) imposed under any applicable Law in connection with the transactions contemplated by this Agreement. Each Seller and Buyer shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

**Section 6.7 Wage Reporting.** Buyer agrees to, or to cause the Buyer Affiliates to, and Sellers agree to, or to cause their Affiliates to, utilize the standard procedure set forth in Internal Revenue Service Revenue Procedure 2004-53 with respect to wage reporting.

**Section 6.8 Insurance Policies.**

(a) To the extent that any current or prior Insurance Policy is not transferable to Buyer at Closing in accordance with the terms thereof, each Seller, as applicable, shall hold such Insurance Policy for the benefit of Buyer, shall reasonably cooperate with Buyer (at Buyer’s cost and expense) in pursuing any claims thereunder, and shall pay over to Buyer promptly any insurance proceeds paid or recovered thereunder with respect to the Purchased Assets or the Assumed Liabilities. In the event Buyer determines to purchase replacement coverage with respect to any such Insurance Policy, Sellers shall reasonably cooperate with Buyer to terminate such Insurance Policy to the extent only applicable to the Purchased Assets. For the avoidance of doubt, any refunded or returned insurance premiums related to any Insurance Policy shall be returned to Sellers and shall not constitute a Purchased Asset.

(b) To the extent that any current or prior Insurance Policy of any Seller relates to the Purchased Assets or Assumed Liabilities and the Excluded Assets or the Excluded Liabilities, and such Insurance Policy is transferred to Buyer at Closing, Buyer shall hold such Insurance Policy with respect to the Excluded Assets or Excluded Liabilities, as applicable, for the benefit of Sellers, shall reasonably cooperate with Sellers in pursuing any claims thereunder (at no additional cost or expense to Buyer), and shall pay over to Sellers promptly any insurance proceeds paid or recovered thereunder with respect to the Excluded Assets or the Excluded Liabilities.

(c) Notwithstanding subparagraphs (a) and (b) above, nothing in this Article or Agreement shall transfer any directors and officers' liability insurance policies relating to Sellers to Buyer. Sellers' obligations under this Section shall only continue until the Chapter 11 Cases are closed or dismissed.

**Section 6.9 Collection of Accounts Receivable.**

(a) As of the Closing Date, each Seller hereby (i) authorizes Buyer to open any and all mail addressed to any Seller relating to the Business, the Purchased Assets or the Assumed Liabilities if received on or after the Closing Date and (ii) appoints Buyer as its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by Buyer after the Closing Date with respect to Accounts Receivable that are Purchased Assets or accounts receivable relating to work performed by Buyer after Closing, as the case may be, made payable or endorsed to any Seller or Sellers' order, for Buyer's own account.

(b) As of the Closing Date, each Seller agrees that any monies, checks or negotiable instruments received by any Seller after the Closing Date with respect to Accounts Receivable that are Purchased Assets or accounts receivable relating to work performed by Buyer after Closing, as the case may be, shall be held in trust by such Seller for Buyer's benefit and account, and promptly upon receipt by a Seller of any such payment (but in any event within five (5) Business Days of such receipt), such Seller shall pay over to Buyer or its designee the amount of such payments. In addition, Buyer agrees that, after Closing, it shall hold and shall promptly transfer and deliver to Sellers, from time to time as and when received by Buyer or any Buyer Affiliate (but in any event within five (5) Business Days of such receipt), any cash, checks with appropriate endorsements, or other property that Buyer or any Buyer Affiliates may receive on or after Closing which properly belongs to Sellers hereunder, including any Excluded Assets.

(c) As of the Closing Date, Buyer shall have the sole authority to bill and collect Accounts Receivable that are Purchased Assets and accounts receivable relating to work performed, goods sold, or services provided by Buyer after Closing.

**Section 6.10 Use of Name and Marks.** Neither Sellers nor any of their respective Affiliates or Subsidiaries shall use, license or authorize any third party to use, any name, slogan, logo or trademark which is similar or deceptively similar to any of the names, trademarks or service marks included in the Intellectual Property included in the Purchased Assets.

**Section 6.11 Data Privacy Protection.** Buyer acknowledges that the Purchased Assets include personally identifiable information ("PII") within the meaning of Section 363(b) of the Bankruptcy Code, along with associated personal information about Sellers' customers. Each Seller agrees to take such action reasonably requested by Buyer, including amending their privacy policies with respect to PII, as may be necessary to transfer the PII to Buyer, including sending a notice to the subjects of the PII and giving each such subject the right to object to the transfer of the PII.

**Section 6.12 401-K Plan.** Not less than two (2) Business Days before the anticipated Closing Date, the board of directors or managers of each Seller shall adopt resolutions and take such action as is necessary to terminate any Employee Benefit Plan that is maintained pursuant to

Section 401(k) of the Code, including the 401(k) Plan, effective as of the date prior to the Closing Date, with the form and substance of such resolutions subject to Buyer's prior review and reasonable approval. Following Closing, the assets thereof shall be distributed to the participants, and Buyer shall, to the extent permitted by any "eligible retirement plan" (within the meaning of Section 401(a)(31) of the Code) of Buyer or any of its Subsidiaries (the "Buyer 401(k) Plan") and consistent with Buyer policies with respect to Buyer's current employees, permit the Transferred Employees who are then actively employed to make rollover contributions of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code, inclusive of loans to participants), in the form of cash (or, in the case of loans, notes), in an amount equal to the eligible rollover distribution portion of the account balance distributed to such Transferred Employee from the Seller 401(k) Plan to Buyer 401(k) Plan. Buyer shall be responsible for the post-Closing administration and winding down of the 401(k) Plan following its termination by Sellers. Sellers shall reasonably cooperate with Buyer in connection with Buyer's administration of the winding down of the 401(k) Plan, including without limitation promptly providing all employee data and 401(k) Plan information reasonably necessary to make Form 5500 filings and perform any audits in connection with the winding down of the 401(k) Plan.

## ARTICLE VII. CONDITIONS TO CLOSING

**Section 7.1 Conditions to Buyer's Obligations.** Subject to Section 7.3, Buyer's obligation to consummate the Contemplated Transactions in connection with Closing is subject to satisfaction or waiver of the following conditions:

(a) as of the date hereof and as of Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty of any Seller contained in Section 3.1, through Section 3.2 shall be true and correct in all respects, and (ii) each other representation or warranty set forth in Article III shall be true and correct in all respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, has not had, and would not reasonably be expected to have, a Material Adverse Effect; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

(b) Sellers shall have performed and complied with their covenants and agreements hereunder to the extent required to be performed prior to Closing, and Sellers shall have caused the documents and instruments required by Section 2.8(a) to be delivered to Buyer (or tendered subject only to Closing);

(c) either (i) any Contract between one or more Sellers, on the one hand, and Amazon Web Services, Inc. ("AWS"), on the other hand, is an Assumed Contract pursuant to the Sale Order, or (ii) AWS and the Buyer (or a designee of Buyer) have entered into a new Contract, in form and substance satisfactory to Buyer, which Contract shall become effective on the Closing Date;

(d) Effective as of Closing, Sellers shall:

(i) confirm in writing that, as of Closing, Workforce Subsidiaries collectively employ or directly engage (A) all Critical Workforce Members and (B) no less than 85% of the other Designated Workforce Members; or

(ii) enter into one or more Workforce PEO Services Agreements, each in form and substance satisfactory to Buyer in all respects, with one or more Workforce PEOs that, as of Closing, collectively employ or directly engage (A) all Critical Workforce Members and (B) no less than 85% of the other Designated Workforce Members; or

(iii) otherwise, in a manner approved by Buyer in writing in advance and on terms and conditions satisfactory to Buyer in all respects, arrange for the employment or direct engagement of (A) all Critical Workforce Members and (B) no less than 85% of the other Designated Workforce Members by a Person other than the Workforce Employers or a Lindberg Affiliate in a manner that provides for such Critical Workforce Members and Designated Workforce Members to continue providing work and services with respect to the Business from and after Closing.

If Sellers use one or more Workforce Subsidiaries to fulfill their obligations under this, Sellers shall not have caused or permitted any Workforce Subsidiary to acquire any assets, assume any liabilities, enter into any Contracts, or take any actions except (i) to the extent necessary for Sellers to fulfill their obligations under this or (ii) as authorized in advance by Buyer in writing.

(e) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced, or entered any Decree that is in effect and that has the effect of making Closing illegal or otherwise prohibiting the consummation of Closing;

(f) the Final Order and the Sale Order are both (x) in form and substance reasonably acceptable to Buyer, and (y) the Final Order shall be a final, non-appealable order;

(g) the Sale Order shall have been entered by the Bankruptcy Court, which shall include a waiver of the fourteen (14) day stay set forth in Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, and shall be a final, non-appealable order;

(h) from the date of this Agreement until the Closing Date, there shall not have occurred and be continuing any Material Adverse Effect; and

(i) Sellers shall have delivered a certificate from an authorized officer of each Seller to the effect that each of the conditions specified in Section 7.1(a), Section 7.1(b), Section 7.1(c), Section 7.1(d), and Section 7.1(h) has been satisfied.

**Section 7.2 Conditions to Sellers' Obligations.** Subject to Section 7.3, Sellers' obligation to consummate the Contemplated Transactions in connection with Closing are subject to satisfaction or waiver by Buyer of the following conditions:

(a) as of the date hereof and as of Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty contained in Section 4.1, Section 4.2 or Section 4.3 shall be true and correct in all respects, and (ii) each other representation or warranty set forth in Article IV shall be true and correct in all respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the consummation of the Contemplated Transactions or the transactions contemplated by any Related Agreement; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to “materiality” contained in such representations and warranties shall be disregarded;

(b) Buyer shall have performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to Closing in all material respects, and Buyer shall have caused the documents, instruments and payments required by Section 2.8(b) to be delivered to Sellers (or tendered subject only to Closing);

(c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of Closing;

(d) the Sale Order shall have been entered by the Bankruptcy Court and shall not be subject to a stay pending appeal; and

(e) Buyer shall have delivered a certificate from an authorized Representative of Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) has been satisfied.

**Section 7.3 No Frustration of Closing Conditions.** Neither Buyer nor Sellers may rely on the failure of any condition to its obligation to consummate the Contemplated Transactions set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party’s failure to use its commercially reasonable efforts with respect to those matters contemplated by the applicable Sections of this Agreement to satisfy the conditions to the consummation of the Contemplated Transactions or other breach of a representation, warranty or covenant hereunder.

## **ARTICLE VIII. TERMINATION**

**Section 8.1 Termination of Agreement.** This Agreement may be terminated and the Contemplated Transactions abandoned at any time prior to Closing:

(a) by the mutual written consent of Buyer, on the one hand, and Sellers, on the other hand;

(b) by Buyer by giving written notice to Sellers at any time prior to Closing  
(i) in the event Sellers have breached any material covenant contained in this Agreement in any

material respect, Buyer has notified Sellers of the breach, and the breach has continued without cure for a period of ten (10) Business Days after the notice of the breach, or (ii) in the event that any condition set forth in Section 7.1 is not satisfied or shall become incapable of being satisfied by the Outside Date and such condition is not waived by Buyer, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants hereof to be performed or complied with by it prior to Closing;

(c) by Buyer, by written notice to the Sellers if the Bankruptcy Court does not enter the Sale Order by May 13, 2024, in form and substance reasonably acceptable to Buyer;

(d) by Sellers by giving written notice to Buyer at any time prior to Closing in the event that (i) Buyer has breached a material covenant of Buyer contained in this Agreement in a material respect, and such breach has the effect of materially impairing or restricting the consummation of Closing, (ii) Sellers have notified Buyer of the breach in writing, setting out with reasonable specificity how it impairs or restricts the consummation of Closing, (iii) the breach has continued without cure for a period of ten (10) Business Days after receipt of the notice of the breach, and (iv) Sellers are not in material breach of this Agreement at the time of delivery of Sellers' termination notice or any such breach has been waived by Buyer;

(e) by Sellers by giving written notice to Buyer at any time prior to Closing in the event that any condition set forth in Section 7.2(c) shall become incapable of being satisfied and such condition is not waived by Sellers, unless such failure shall be due to the failure of Sellers to perform or comply with any of the covenants hereof to be performed or complied with by them prior to the Closing; or

(f) automatically and without any action or notice by Sellers to Buyer, or Buyer to Sellers, immediately upon the issuance of a final and non-appealable order, decree, or ruling by a Governmental Entity to permanently restrain, enjoin or otherwise prohibit Closing.

Notwithstanding anything to the contrary contained herein, and except as otherwise provided for herein (including without limitation in Section 7.1(c)), in no event may Buyer terminate this Agreement under Section 8.1(b) solely on account of Buyer's failure to satisfy the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to any proposed Assumed Contract or on account of Buyer's failure to comply with the covenants set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Sellers shall have no right to terminate this Agreement or abandon the Contemplated Transactions on the basis of the condition in Section 7.2(d) not being satisfied; provided, however that Sellers shall not be obligated to consummate the Contemplated Transactions unless and until the condition in Section 7.2(d) is satisfied.

**Section 8.2 Procedure upon Termination.** In the event of termination and abandonment by Buyer, on the one hand, or Sellers, on the other hand, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement shall terminate and the Contemplated Transactions shall be abandoned, without further action by Buyer or Sellers.

**Section 8.3 Effect of Termination.**

(a) Except as otherwise expressly set forth in this Agreement, nothing herein shall relieve any Party from liability for any breach of covenant occurring prior to any termination of this Agreement.

(b) If this Agreement is terminated pursuant to Section 8.1(a)–(c) or Section 8.1(e)–(f) or any other reason other than a termination by Sellers in accordance with Section 8.1(d), Sellers shall refund the Good Faith Deposit (including all amounts delivered to Sellers pursuant to Section 5.3(g) and all interest accrued thereon) to Buyer within 3 business days by wire transfer of immediately available funds to an account specified by Buyer to the Sellers in writing.

(c) The Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 8.3 shall relieve Buyer or Sellers of their respective obligations under the Confidentiality Agreement.

(d) No termination of this Agreement pursuant to Section 8.1 shall be effective until written notice thereof is given to the non-terminating Party specifying the provision hereof pursuant to which such termination is made. If the transactions contemplated hereby are not consummated (i) this Agreement shall become null and void and of no further force and effect (except that Article I (Definitions), Article IX (Miscellaneous), and this Article VIII (Termination) shall survive any such termination); and (ii) if this Agreement is terminated by Buyer pursuant to a termination right set forth in this Article VIII or by Sellers for any reason other than under Section 8.1(d), Sellers shall not be entitled to any damages, losses, or payment from Buyer, and Buyer shall have no further liability of any kind to Sellers, any of their Affiliates, or any third party on account of this Agreement. The Parties hereby agree that it is impossible to determine accurately the amount of damages that Sellers would suffer if the transactions contemplated hereby were not consummated as a result of a breach of this Agreement by Buyer. As a result, notwithstanding anything in this Agreement to the contrary, Sellers and Buyer hereby agree that, in the event of a termination of this Agreement by Sellers under and in accordance with Section 8.1(d), (i) the Good Faith Deposit (and all interest accrued thereon) shall be delivered to Sellers as liquidated damages against Buyer for all liabilities of Buyer under this Agreement and (ii) such liquidated damages shall be the sole and exclusive remedy, at Law and equity, of Sellers against Buyer for Buyer's breach and such termination and Buyer shall have no further liability of any kind to Sellers, any of their Affiliates, or any third party on account of this Agreement.

(e) Nothing herein shall preclude Buyer or Sellers from exercising their respective remedies under Section 9.1.

**ARTICLE IX.  
MISCELLANEOUS**

**Section 9.1 Remedies.** Except for Buyer's failure to purchase the Purchased Assets, as contemplated by Section 8.3(d), for which the Good Faith Deposit is a fair and reasonable estimate of Sellers' damages, Sellers recognize that if any Seller breaches or refuses to perform any covenant set forth in this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injuries. Buyer shall therefore be entitled, in addition to any other

remedies that may be available, to obtain specific performance of, or to enjoin the violation of, the terms of such covenants. If any Litigation is brought by Buyer to enforce such covenants, Sellers shall waive the defense that there is an adequate remedy at Law. Sellers agree to waive any requirement for the security or posting of any bond in connection with any Litigation seeking specific performance of, or to enjoin the violation of, such covenants. Sellers agree that the only permitted objection that any Seller may raise in response to any action for specific performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.

**Section 9.2 Expenses.** Except as otherwise provided in this Agreement, the Sale Order, the Bidding Procedure Order, the DIP Loan Documents or a Related Agreement, Sellers and Buyer shall bear their own expenses, including attorneys' fees, incurred in connection with the negotiation and execution of this Agreement, the Related Agreements and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions. Notwithstanding the foregoing, in the event of any action or proceeding to interpret or enforce this Agreement, the prevailing Party in such action or proceeding (*i.e.*, the Party who, in light of the issues contested or determined in the action or proceeding, was more successful) shall be entitled to have and recover from the non-prevailing Party such costs and expenses (including, but not limited to, all court costs and reasonable attorneys' fees) as the prevailing Party may incur in the pursuit or defense thereof.

**Section 9.3 Entire Agreement.** This Agreement and the Related Agreements constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof; provided, however, that the Confidentiality Agreement shall survive as provided in Section 8.3(c).

**Section 9.4 Incorporation of Schedules, Exhibits and Disclosure Schedule.** The schedules, appendices and exhibits to this Agreement, the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

**Section 9.5 Amendments and Waivers.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party except as expressly provided herein. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

**Section 9.6 Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. None of the Parties may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of all Parties; provided, however, that Buyer may elect to have any or all of the Purchased Assets conveyed or transferred to, or any or all of the Assumed Liabilities assumed by, one or more of the Buyer Affiliates or as may otherwise be designated by Buyer from time to time prior to Closing; provided, however, Buyer shall remain liable for all of its obligations to Sellers under this Agreement after any such assignment; provided, further, that Sellers shall be permitted to assign any of their rights hereunder pursuant to a confirmed chapter 11 plan or pursuant to an order of the Bankruptcy Court.

**Section 9.7 Notices.** All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (iii) when sent by email (with written confirmation of transmission); or (iv) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to any Seller, then to:

Eye Care Leaders Portfolio Holdings, LLC  
555 S. Mangum Street, Suite 100  
Durham, NC 27701  
Attention: Sophie Turrell, CEO  
Email: Sophie.Turrell@eyecareleaders.com

with a copy to:

Gray Reed  
1601 Elm Street, Suite 4600  
Dallas, Texas 75201  
Attention: Jason S. Brookner  
Amber M. Carson  
Emily F. Shanks  
Email: jbrookner@grayreed.com  
acarson@grayreed.com  
eshanks@grayreed.com

If to Buyer, then to:

Colorado Bankers Life Insurance Company  
c/o Noble Consulting Services, Inc.  
211 N Pennsylvania Street  
Indianapolis, IN 46204  
Attention: Special Deputy Receiver  
Email: mdinius@noblecon.net  
jmurphy@noblecon.net

with copies (which shall not constitute notice) to:  
Williams Mullen  
301 Fayetteville Street, Suite 1700  
Raleigh, NC 27601  
Attention: David F. Paulson, Esq.  
Christopher A. Moore, Esq.  
Email: dpaulson@williamsmullen.com  
cmoore@williamsmullen.com

and

Squire Patton Boggs (US) LLP  
1211 Avenue of the Americas, 26th Floor  
New York, NY 10036  
Attention: Norman N. Kinel, Esq.  
Email: norman.kinel@squirepb.com

Any Party may change the mailing address or email address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.7.

**Section 9.8 Governing Law; Jurisdiction.** This Agreement and each of the Related Agreements shall in all aspects be governed by and construed in accordance with the internal Laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any dispute arising under this Agreement prior to the Closing Date shall be brought exclusively in the Bankruptcy Court. The Parties further agree that after the Closing Date, (a) any Litigation against Buyer arising from this Agreement shall be brought exclusively in the Wake County Superior Court of North Carolina (the "Wake County Court") and each of the Parties hereby irrevocably consents to the jurisdiction of the Wake County Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Wake Country Court or that any such suit, action or proceeding which is brought in the Wake Country Court has been brought in an inconvenient forum, and (b) any Litigation against Sellers or their bankruptcy estates arising from

this Agreement shall be brought either in the Wake County Court or the Bankruptcy Court and each of the Parties hereby irrevocably consents to the jurisdiction of the Wake County Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Wake Country Court or that any such suit, action or proceeding which is brought in the Wake Country Court has been brought in an inconvenient forum.

**Section 9.9 Excluded Privileged Communications.**

(a) Parties hereby acknowledge and agree that notwithstanding any provision of this Agreement, none of the Buyer or any Buyer Affiliates shall have access to (and each hereby waives any right of access it may otherwise have with respect to) any Excluded Privileged Communications, whether or not the Closing occurs. Without limiting the generality of the foregoing, the Buyer hereby acknowledges and agrees, upon and after the Closing: (i) none of the Buyer or any Buyer Affiliates shall be a holder of, or have any right, title or interest to the Excluded Privileged Communications, (ii) only the Sellers shall hold property rights in the Excluded Privileged Communications and shall have the right to waive or modify such property rights, and (iii) the Sellers shall have no duty whatsoever to reveal or disclose any Excluded Privileged Communications to Buyer or any Buyer Affiliates.

(b) To the extent that any Excluded Privileged Communications are disclosed or made available to the Buyer, the Parties hereby agree (i) that the disclosure, receipt and/or review of such Excluded Privileged Communication is entirely inadvertent and shall not waive, modify, limit or impair in any form or fashion the protected nature of the Excluded Privileged Communications, (ii) it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, common interest privilege, work product doctrine or other applicable privilege, and (iii) the Sellers shall have the right in their sole discretion and at any time to require the return and/or destruction of the Excluded Privileged Communications.

**Section 9.10 Consent to Service of Process.** Each of the Parties hereby consents to process being served by any Party, respectively, in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.7.

**Section 9.11 WAIVERS OF JURY TRIAL.** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED AGREEMENTS OR THE CONTEMPLATED TRANSACTIONS OR THEREBY.

**Section 9.12 Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry

out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**Section 9.13 No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

**Section 9.14 No Survival of Representations, Warranties and Agreements.** None of the Parties' representations and warranties in this Agreement, including any rights of any other Party or any third party arising out of any breach of such representations and warranties, shall survive Closing. None of the Parties' covenants or other agreements in this Agreement, including any rights of any other Party or any third party arising out of any breach of such covenants and other agreements, shall survive Closing, except for (i) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing, (ii) this Article IX, and (iii) all defined terms set forth in Article I that are referenced in the foregoing provisions referred to in clauses (i) and (ii) above.

**Section 9.15 Construction.** The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto" and "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Exhibits, Appendices and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Appendices, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "\$" means United States dollars.

**Section 9.16 Computation of Time.** In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to Sellers or the Chapter 11 Cases, the provisions of rule 9006(a) of the Federal Rules of Bankruptcy Procedure shall apply.

**Section 9.17 Mutual Drafting.** Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no

presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

**Section 9.18 Disclosure Schedule.** All capitalized terms not defined in the Disclosure Schedule shall have the meanings ascribed to them in this Agreement. The representations and warranties of Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure Schedule. The disclosure of any matter in any section of the Disclosure Schedule shall be deemed to be a disclosure with respect to any other sections of the Disclosure Schedule to which such disclosed matter reasonably relates, but only to the extent that such relationship is reasonably apparent on the face of the disclosure contained in the Disclosure Schedule. The listing of any matter shall expressly not be deemed to constitute an admission by Sellers, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the disclosure of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of Sellers' representations, warranties and/or covenants set forth in this Agreement. All attachments to the Disclosure Schedule are incorporated by reference into the Disclosure Schedule in which they are directly or indirectly referenced. The information contained in the Disclosure Schedule is in all events subject to the Confidentiality Agreement.

**Section 9.19 Headings; Table of Contents.** The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 9.20 Counterparts; Facsimile and Email Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile, email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

**Section 9.21 Time of Essence.** Time is of the essence of this Agreement.

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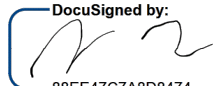
[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGES TO ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

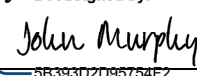
**SELLERS:**

Eye Care Leaders Portfolio Holdings, LLC,  
ECL PH Services Group, LLC,  
ECL Group, LLC,  
Eye Care Leaders Holdings, LLC,  
Alta Billing Holdings, LLC,  
Alta Billing, LLC,  
Canta Health, LLC,  
DJRTC, LLC,  
ECL Holdings, LLC,  
iMedicWare, Inc.,  
IMW EMR, LLC,  
IMW Holdings, LLC,  
Insight Software, LLC,  
Integrity EMR Holdings, LLC,  
Integrity EMR, LLC,  
IO Practiceware, Inc.,  
IOPW Holdings, LLC,  
IOPW, LLC,  
Keymed Holdings, LLC,  
Keymed, LLC,  
MD Office, LLC,  
MDO Group Holdings, LLC,  
MDX, LLC,  
Medflow Holdings, LLC,  
Medflow, Inc.,  
MNI Holdings, LLC,  
MRX Holdings, LLC,  
My Vision Express, Inc.,  
Penn Medical Informatics Systems, LLC,  
PI Software Holdings, LLC,  
PI Software, LLC,  
PMX, LLC,  
Revenue Health Solutions, LLC,  
RHS Holdings, LLC, and  
The Hoehne Group – Software Division, Inc.

By:   
Name: Sophia Turrell  
Title: Authorized Signatory

**BUYER:**

Colorado Bankers Life Insurance  
Company

DocuSigned by:  
  
By: John Murphy  
Name: John Murphy  
Title: Special Deputy Receiver

## **EXHIBIT A**

### **Bill of Sale**

This Bill of Sale, dated as of [\_\_\_\_], 2024 (this “Bill of Sale”), is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [\_\_\_\_], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

### **RECITALS**

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens); and

2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

### **AGREEMENT**

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens) at each of the respective locations set forth on Schedule 1.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further

action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Bill of Sale.

3. This Bill of Sale is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Bill of Sale may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

6. This Bill of Sale is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. EXCEPT AS AND TO THE EXTENT PROVIDED IN THE ASSET PURCHASE AGREEMENT, SELLERS EXPRESSLY AND SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, AND WHETHER GIVEN OR MADE OR DEEMED TO HAVE BEEN GIVEN OR MADE AT ANY TIME OR TIMES IN THE PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE NATURE OR CONDITION OF THE PURCHASED ASSETS, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AS TO THE MERCHANTABILITY OF THE PURCHASED ASSETS OR THE SUITABILITY OR FITNESS OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE OR FOR ANY PURPOSE.

8. This Bill of Sale shall in all aspects be governed by and construed in accordance with the internal Laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

9. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This Bill of Sale or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be duly executed by the authorized officers of Sellers and authorized Special Deputy Receivers of Buyer as of the date first above written.

**SELLERS:**

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 1 to Bill of Sale**

**Purchased Assets**

**EXHIBIT B****Assignment and Assumption Agreement**

This Assignment and Assumption Agreement, dated as of [\_\_\_\_], 2024 (this “Agreement”), is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [\_\_\_\_], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

**RECITALS**

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, the Assumed Contracts, free and clear of all Liens (other than Permitted Liens); and

2. Pursuant to Section 2.3 of the Asset Purchase Agreement, Buyer has agreed to assume, effective as of Closing, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

**AGREEMENT**

1. Sellers hereby assign and delegate the Assumed Contracts and the Assumed Liabilities set forth on Schedule 1 of this Agreement to Buyer and Buyer hereby accepts assignment and delegation of and assumes the Assumed Contracts and the Assumed Liabilities as set forth in the Asset Purchase Agreement. Buyer assumes none of the Excluded Liabilities and the Parties agree that all such Excluded Liabilities remain the responsibility of Sellers.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further

instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Agreement.

3. This Agreement is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Agreement, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

**SELLERS:**

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 1 to Assignment and Assumption Agreement**

**Assumed Contracts and Liabilities**

## **EXHIBIT C**

### **Copyright Assignment Agreement**

This Copyright Assignment Agreement (“Assignment”), dated as of [\_\_\_\_], 2024, is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [\_\_\_\_], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

### **RECITALS**

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all copyrights, copyright registrations and copyright applications owned by Sellers which are set forth on Schedule 1 attached hereto (collectively, the “Copyrights”), free and clear of all Liens (other than Permitted Liens); and
2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets, including the Copyrights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

### **AGREEMENT**

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its respective right, title and interest in and to the Copyrights listed on Exhibit A, as applicable to the Copyrights owned by each respective Seller, together with any and all moral rights therein, the goodwill of the business symbolized by the Copyrights, the right to sue for past infringement of such Copyrights and the registrations thereof free and clear of all Liens (other

than Permitted Liens), and hereby instructs, authorizes and directs the Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Copyrights.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

**SELLERS:**

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 1 to Copyright Assignment Agreement**

**Copyrights of Sellers**

## **EXHIBIT D**

### **Trademark Assignment Agreement**

This Trademark Assignment Agreement (“Assignment”), dated as of [\_\_\_\_], 2024, is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [\_\_\_\_], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

### **RECITALS**

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all trademarks and trademark applications owned by Sellers each of which are set forth on Schedule 1 attached hereto (collectively, the “Marks”), free and clear of all Liens (other than Permitted Liens); and

2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of each respective Sellers’ right, title and interest in and to the Purchased Assets, including the Marks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

### **AGREEMENT**

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Marks listed on Exhibit A together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement of such Marks and the registrations thereof free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs the United States Patent and Trademark Office, and the

corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Marks.

2. From time to time after the Closing Date, each party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

**SELLERS:**

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 1 to Trademark Assignment Agreement**

**Marks of Sellers**

## **EXHIBIT E**

### **Domain Name Assignment Agreement**

This Domain Name Assignment Agreement (“Assignment”), dated as of [\_\_\_\_], 2024, is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [\_\_\_\_], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

## **RECITALS**

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all domain names (including all sub-domain names and extensions thereof and thereto) owned by Sellers each of which are set forth on Schedule 1 attached hereto (collectively, the “Domain Names”), free and clear of all Liens (other than Permitted Liens); and

2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets, including the Domain Names.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

## **AGREEMENT**

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Domain Names listed on Exhibit A free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs any and all registrars thereof to transfer the Domain Names to Buyer.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

**SELLERS:**

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

[•]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 1 to Domain Name Assignment Agreement**

**Domain Names of Sellers**

**SELLER DISCLOSURE SCHEDULES TO ASSET PURCHASE AGREEMENT  
BY AND AMONG EYE CARE LEADERS PORTFOLIO HOLDINGS, LLC, ECL PH  
SERVICES GROUP, LLC, AND OTHERS**

The following schedules refer to the Asset Purchase Agreement, dated as of May 12, 2024 (the “Agreement”), by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and (ii) Colorado Bankers Life Insurance Company (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Agreement.

The representations and warranties of Sellers in the Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in this Disclosure Schedule. The disclosure of any matter in any section of this Disclosure Schedule shall be deemed to be a disclosure with respect to any other sections of this Disclosure Schedule to which such disclosed matter reasonably relates, but only to the extent that such relationship is reasonably apparent on the face of the disclosure contained in this Disclosure Schedule. The listing of any matter herein shall expressly not be deemed to constitute an admission by Sellers, or to otherwise imply, that any such matter is material, is required to be disclosed under the Agreement or falls within relevant minimum thresholds or materiality standards set forth in the Agreement. No disclosure in this Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the disclosure of any matter in this Disclosure Schedule be deemed or interpreted to expand the scope of Sellers’ representations, warranties and/or covenants set forth in the Agreement.

The headings in the following schedules are for reference only and shall not affect the disclosure contained therein.

**Schedule 2.6(a) – Contract and Cure Schedule**

Subject to Section 2.6 of the Agreement, Exhibit A of the Sellers' *Notice of Assumed Contract Schedule* [Docket No. 399] filed with the Bankruptcy Court on May 10, 2024, as the same may be amended from time to time, is hereby incorporated by reference.

Buyer reserves all rights to modify the list of Assumed Contracts pursuant to Section 2.6 of the Agreement.

**Schedule 3.1 – Organization of Sellers; Good Standing**

| Entity                                      | State of Incorporation or Formation | Status              |
|---------------------------------------------|-------------------------------------|---------------------|
| Alta Billing Holdings LLC                   | North Carolina                      | Current-Active      |
| Alta Billing LLC                            | North Carolina                      | Current-Active      |
| Canta Health LLC                            | North Carolina                      | Current-Active      |
| DJRTC, LLC                                  | North Carolina                      | Current-Active      |
| ECL Group LLC                               | North Carolina                      | Current-Active      |
| ECL Holdings LLC                            | North Carolina                      | Current-Active      |
| ECL PH Services Group LLC                   | Texas                               | Current-Active      |
| Eye Care Leaders Holdings LLC               | North Carolina                      | Current-Active      |
| Eye Care Leaders Portfolio Holdings LLC     | North Carolina                      | Current-Active      |
| iMedicware Inc.                             | New Jersey                          | Current-Active      |
| IMW EMR LLC                                 | North Carolina                      | Current-Active      |
| IMW Holdings LLC                            | North Carolina                      | Current-Active      |
| Insight Software LLC                        | Delaware                            | Cancelled           |
| Integrity EMR Holdings LLC                  | North Carolina                      | Current-Active      |
| Integrity EMR LLC                           | North Carolina                      | Current-Active      |
| IO Practiceware, Inc.                       | New York                            | Current-Active      |
| IOPW Holdings LLC                           | North Carolina                      | Current-Active      |
| IOPW, LLC                                   | North Carolina                      |                     |
| Keymed Holdings LLC                         | North Carolina                      | Current-Active      |
| KEYMED LLC                                  | North Carolina                      | Current-Active      |
| MD Office LLC                               | Delaware                            | Cease good standing |
| MDO Group Holdings LLC                      | North Carolina                      | Current-Active      |
| MDX LLC                                     | North Carolina                      | Current-Active      |
| MedFlow Holdings LLC                        | North Carolina                      | Current-Active      |
| Medflow, Inc.                               | North Carolina                      | Suspended           |
| MNI Holdings, LLC (f/k/a MVE Holdings, LLC) | North Carolina                      | Current-Active      |
| MRX Holdings LLC (f/k/a Mplus Holdings LLC) | North Carolina                      | Current-Active      |
| My Vision Express, Inc.                     | Georgia                             | Current-Active      |
| Penn Medical Informatics Systems LLC        | North Carolina                      | Current-Active      |
| PI Software Holdings, LLC                   | North Carolina                      | Current-Active      |
| PI Software, LLC                            | North Carolina                      | Current-Active      |
| PMX, LLC                                    | North Carolina                      | Current-Active      |
| Revenue Health Solution, LLC                | North Carolina                      | Current-Active      |
| RHS Holdings, LLC                           | North Carolina                      | Current-Active      |
| The Hoehne Group - Software Division, LLC   | Utah                                | Expired             |

**Schedule 3.5 –Tangible Personal Property**

| Entity  | Serial Number    | Date Placed in Service | Warranty Expire Date | Description          | Asset Name           |
|---------|------------------|------------------------|----------------------|----------------------|----------------------|
| Medflow | AS-015448-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015449-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015450-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015451-220621 | 12/31/2016             |                      | CDW Direct           | CDW Direct           |
| Medflow | AS-015452-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015453-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015454-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015455-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015466-220621 | 12/31/2016             |                      | Computer             | Computer             |
| Medflow | AS-015467-220621 | 12/31/2016             |                      | Computer             | Computer             |
| Medflow | AS-015468-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015469-220621 | 12/31/2016             |                      | Equipment Vendor     | Equipment Vendor     |
| Medflow | AS-015470-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015471-220621 | 12/31/2016             |                      | J.E. Foss Company, I | J.E. Foss Company, I |
| Medflow | AS-015472-220621 | 12/31/2016             |                      | CDW Direct           | CDW Direct           |
| Medflow | AS-015473-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015474-220621 | 12/31/2016             |                      | CDW Direct           | CDW Direct           |
| Medflow | AS-015475-220621 | 12/31/2016             |                      | CompUSA              | CompUSA              |
| Medflow | AS-015476-220621 | 12/31/2016             |                      | CRE Computer & Audio | CRE Computer & Audio |
| Medflow | AS-015477-220621 | 12/31/2016             |                      | CDW Direct           | CDW Direct           |
| Medflow | AS-015478-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015479-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015480-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015481-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015482-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015483-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015484-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015485-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015486-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015487-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015488-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015489-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015490-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015491-220621 | 12/31/2016             |                      | Computer HW          | Computer HW          |
| Medflow | AS-015492-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015493-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015494-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015495-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015496-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015497-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015498-220621 | 12/31/2016             |                      | CDW Direct           | CDW Direct           |
| Medflow | AS-015499-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015500-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015501-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015502-220621 | 12/31/2016             |                      | CDW Direct           | CDW Direct           |
| Medflow | AS-015503-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015504-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015505-220621 | 12/31/2016             |                      | Staples              | Staples              |
| Medflow | AS-015506-220621 | 12/31/2016             |                      | CDW Direct           | CDW Direct           |
| Medflow | AS-015507-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015508-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015509-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015510-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015511-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015512-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015513-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015514-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015515-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |
| Medflow | AS-015516-220621 | 12/31/2016             |                      | CDW Direct           | CDW Direct           |
| Medflow | AS-015517-220621 | 12/31/2016             |                      | Dell Computers       | Dell Computers       |

|         |                  |            |  |                      |                      |
|---------|------------------|------------|--|----------------------|----------------------|
| Medflow | AS-015518-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015519-220621 | 12/31/2016 |  | CDW Direct           | CDW Direct           |
| Medflow | AS-015520-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015521-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015522-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015523-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015524-220621 | 12/31/2016 |  | Healthcare Informati | Healthcare Informati |
| Medflow | AS-015525-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015526-220621 | 12/31/2016 |  | Healthcare Informati | Healthcare Informati |
| Medflow | AS-015527-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015528-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015529-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015530-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015531-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015532-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015533-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015534-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015535-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015536-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015537-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015538-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015539-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015540-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015541-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015542-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015543-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015544-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015545-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015546-220621 | 12/31/2016 |  | Travel               | Travel               |
| Medflow | AS-015547-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015548-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015549-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015550-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015551-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015552-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015553-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015554-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015555-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015556-220621 | 12/31/2016 |  | Microsoft            | Microsoft            |
| Medflow | AS-015557-220621 | 12/31/2016 |  | Travel               | Travel               |
| Medflow | AS-015558-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015559-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015560-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015561-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015562-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015563-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015564-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015565-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015566-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015567-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015568-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015569-220621 | 12/31/2016 |  | Champion Solutions G | Champion Solutions G |
| Medflow | AS-015570-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015571-220621 | 12/31/2016 |  | Dell Computers       | Dell Computers       |
| Medflow | AS-015572-220621 | 12/31/2016 |  | Network Essentials   | Network Essentials   |
| Medflow | AS-015573-220621 | 12/31/2016 |  | Network Essentials   | Network Essentials   |
| Medflow | AS-015574-220621 | 12/31/2016 |  | Computer             | Computer             |
| Medflow | AS-015575-220621 | 12/31/2016 |  | Computer             | Computer             |
| Medflow | AS-015576-220621 | 12/31/2016 |  | Best Buy             | Best Buy             |
| Medflow | AS-015577-220621 | 12/31/2016 |  | Office Supplies      | Office Supplies      |
| Medflow | AS-015578-220621 | 12/31/2016 |  | Network Essentials   | Network Essentials   |
| Medflow | AS-015579-220621 | 12/31/2016 |  | One Time Misc Vendor | One Time Misc Vendor |
| Medflow | AS-015580-220621 | 12/31/2016 |  | Network Essentials   | Network Essentials   |
| Medflow | AS-015581-220621 | 12/31/2016 |  | Hardware Vendors     | Hardware Vendors     |
| Medflow | AS-015582-220621 | 12/31/2016 |  | Network Essentials   | Network Essentials   |

|         |                  |            |  |                                     |                                     |
|---------|------------------|------------|--|-------------------------------------|-------------------------------------|
| Medflow | AS-015583-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015584-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015585-220621 | 12/31/2016 |  | Tigerdirect.com                     | Tigerdirect.com                     |
| Medflow | AS-015586-220621 | 12/31/2016 |  | Tigerdirect.com                     | Tigerdirect.com                     |
| Medflow | AS-015587-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015588-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015589-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015590-220621 | 12/31/2016 |  | Verizon Wireless                    | Verizon Wireless                    |
| Medflow | AS-015591-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015592-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015593-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015594-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015595-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015596-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015597-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015598-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015599-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015600-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015601-220621 | 12/31/2016 |  | Computer                            | Computer                            |
| Medflow | AS-015456-220621 | 12/31/2016 |  | Computer SW                         | Computer SW                         |
| Medflow | AS-015457-220621 | 12/31/2016 |  | Computer SW                         | Computer SW                         |
| Medflow | AS-015458-220621 | 12/31/2016 |  | Computer SW                         | Computer SW                         |
| Medflow | AS-015459-220621 | 12/31/2016 |  | Computer SW                         | Computer SW                         |
| Medflow | AS-015460-220621 | 12/31/2016 |  | Computer SW                         | Computer SW                         |
| Medflow | AS-015461-220621 | 12/31/2016 |  | Kayako_051816                       | Kayako_051816                       |
| Medflow | AS-015602-220621 | 12/31/2016 |  | Software                            | Software                            |
| Medflow | AS-015603-220621 | 12/31/2016 |  | Techsmith                           | Techsmith                           |
| Medflow | AS-015604-220621 | 12/31/2016 |  | Software Vendors                    | Software Vendors                    |
| Medflow | AS-015605-220621 | 12/31/2016 |  | Katalyst Network Gro                | Katalyst Network Gro                |
| Medflow | AS-015606-220621 | 12/31/2016 |  | CDW Direct                          | CDW Direct                          |
| Medflow | AS-015607-220621 | 12/31/2016 |  | Seapine Software                    | Seapine Software                    |
| Medflow | AS-015608-220621 | 12/31/2016 |  | Seapine Software                    | Seapine Software                    |
| Medflow | AS-015609-220621 | 12/31/2016 |  | CDW Direct                          | CDW Direct                          |
| Medflow | AS-015610-220621 | 12/31/2016 |  | CDW Direct                          | CDW Direct                          |
| Medflow | AS-015611-220621 | 12/31/2016 |  | Microsoft                           | Microsoft                           |
| Medflow | AS-015612-220621 | 12/31/2016 |  | Seapine Software                    | Seapine Software                    |
| Medflow | AS-015613-220621 | 12/31/2016 |  | Computer Software Innovations, Inc. | Computer Software Innovations, Inc. |
| Medflow | AS-015614-220621 | 12/31/2016 |  | Office Supplies                     | Office Supplies                     |
| Medflow | AS-015615-220621 | 12/31/2016 |  | Office Supplies                     | Office Supplies                     |
| Medflow | AS-015616-220621 | 12/31/2016 |  | DocuSign, Inc.                      | DocuSign, Inc.                      |
| Medflow | AS-015617-220621 | 12/31/2016 |  | DataMotion, Inc.                    | DataMotion, Inc.                    |
| Medflow | AS-015618-220621 | 12/31/2016 |  | Network Essentials                  | Network Essentials                  |
| Medflow | AS-015619-220621 | 12/31/2016 |  | DataMotion, Inc.                    | DataMotion, Inc.                    |
| Medflow | AS-015620-220621 | 12/31/2016 |  | Computer SW                         | Computer SW                         |
| Medflow | AS-015621-220621 | 12/31/2016 |  | LEADTOOLS Imaging Pro v19           | LEADTOOLS Imaging Pro v19           |
| Medflow | AS-015622-220621 | 12/31/2016 |  | Credit Card                         | Credit Card                         |
| Medflow | AS-015623-220621 | 12/31/2016 |  | Credit Card                         | Credit Card                         |
| Medflow | AS-015624-220621 | 12/31/2016 |  | 3031606583 & 3031503217             | 3031606583 & 3031503217             |
| Medflow | AS-015625-220621 | 12/31/2016 |  | Kayako_051816                       | Kayako_051816                       |
| Medflow | AS-015626-220621 | 12/31/2016 |  | Credit Card                         | Credit Card                         |
| Medflow | AS-015627-220621 | 12/31/2016 |  | Credit Card                         | Credit Card                         |
| Medflow | AS-015628-220621 | 12/31/2016 |  | Kayako_051816                       | Kayako_051816                       |
| Medflow | AS-015629-220621 | 12/31/2016 |  | Software                            | Software                            |
| Medflow | AS-015673-220621 | 12/31/2016 |  | 22103 - American Express Corporate  | 22103 - American Express Corporate  |
| Medflow | AS-015462-220621 | 12/31/2016 |  | Furniture                           | Furniture                           |
| Medflow | AS-015463-220621 | 12/31/2016 |  | Office Environments                 | Office Environments                 |
| Medflow | AS-015464-220621 | 12/31/2016 |  | Furniture                           | Furniture                           |
| Medflow | AS-015465-220621 | 12/31/2016 |  | Furniture                           | Furniture                           |
| Medflow | AS-015630-220621 | 12/31/2016 |  | Furniture                           | Furniture                           |
| Medflow | AS-015631-220621 | 12/31/2016 |  | Carolina Office Solutions           | Carolina Office Solutions           |
| Medflow | AS-015632-220621 | 12/31/2016 |  | Office Depot                        | Office Depot                        |
| Medflow | AS-015633-220621 | 12/31/2016 |  | Carolina Office Solutions           | Carolina Office Solutions           |
| Medflow | AS-015634-220621 | 12/31/2016 |  | Best Buy                            | Best Buy                            |
| Medflow | AS-015635-220621 | 12/31/2016 |  | Office Depot                        | Office Depot                        |
| Medflow | AS-015636-220621 | 12/31/2016 |  | Ophthalmic Equipment                | Ophthalmic Equipment                |

|         |                  |            |                                                                                                    |                                    |                                    |
|---------|------------------|------------|----------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------|
| Medflow | AS-015637-220621 | 12/31/2016 |                                                                                                    | One Time Misc Vendor               | One Time Misc Vendor               |
| Medflow | AS-015638-220621 | 12/31/2016 |                                                                                                    | Office Environments                | Office Environments                |
| Medflow | AS-015639-220621 | 12/31/2016 |                                                                                                    | DigiTek Systems, Inc               | DigiTek Systems, Inc               |
| Medflow | AS-015640-220621 | 12/31/2016 |                                                                                                    | Office Supplies                    | Office Supplies                    |
| Medflow | AS-015641-220621 | 12/31/2016 |                                                                                                    | Newegg                             | Newegg                             |
| Medflow | AS-015642-220621 | 12/31/2016 |                                                                                                    | Newegg                             | Newegg                             |
| Medflow | AS-015643-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015644-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015645-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015646-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015647-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015648-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015649-220621 | 12/31/2016 |                                                                                                    | Hardware Vendors                   | Hardware Vendors                   |
| Medflow | AS-015650-220621 | 12/31/2016 |                                                                                                    | Hardware Vendors                   | Hardware Vendors                   |
| Medflow | AS-015651-220621 | 12/31/2016 |                                                                                                    | Hardware Vendors                   | Hardware Vendors                   |
| Medflow | AS-015652-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015653-220621 | 12/31/2016 |                                                                                                    | Office Supplies                    | Office Supplies                    |
| Medflow | AS-015654-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015655-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015656-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015657-220621 | 12/31/2016 |                                                                                                    | Carolina Office Solutions          | Carolina Office Solutions          |
| Medflow | AS-015658-220621 | 12/31/2016 |                                                                                                    | One Time Misc Vendor               | One Time Misc Vendor               |
| Medflow | AS-015659-220621 | 12/31/2016 |                                                                                                    | Furniture                          | Furniture                          |
| Medflow | AS-015660-220621 | 12/31/2016 |                                                                                                    | Furniture                          | Furniture                          |
| Medflow | AS-015661-220621 | 12/31/2016 |                                                                                                    | Furniture                          | Furniture                          |
| Medflow | AS-015662-220621 | 12/31/2016 |                                                                                                    | CDW Direct                         | CDW Direct                         |
| Medflow | AS-015663-220621 | 12/31/2016 |                                                                                                    | CDW Direct                         | CDW Direct                         |
| Medflow | AS-015664-220621 | 12/31/2016 |                                                                                                    | CDW Direct                         | CDW Direct                         |
| Medflow | AS-015665-220621 | 12/31/2016 |                                                                                                    | CDW Direct                         | CDW Direct                         |
| Medflow | AS-015666-220621 | 12/31/2016 |                                                                                                    | CDW Direct                         | CDW Direct                         |
| Medflow | AS-015667-220621 | 12/31/2016 |                                                                                                    | CDW Direct                         | CDW Direct                         |
| Medflow | AS-015668-220621 | 12/31/2016 |                                                                                                    | CDW Direct                         | CDW Direct                         |
| Medflow | AS-015669-220621 | 12/31/2016 |                                                                                                    | Miscellaneous Expenses             | Miscellaneous Expenses             |
| Medflow | AS-015670-220621 | 12/31/2016 |                                                                                                    | Miscellaneous Expenses             | Miscellaneous Expenses             |
| Medflow | AS-015671-220621 | 12/31/2016 |                                                                                                    | 22103 - American Express Corporate | 22103 - American Express Corporate |
| Medflow | AS-015672-220621 | 12/31/2016 |                                                                                                    | Trade Show Booth                   | Trade Show Booth                   |
| MDO     | AS-001098-240311 | 3/16/2015  | computers                                                                                          | Computer Equipment                 | Computer Equipment                 |
| MDO     | AS-001099-240311 | 3/16/2015  | computer equipment                                                                                 | Computer Equipment                 | Computer Equipment                 |
| MDO     | AS-001100-240311 | 3/16/2015  | Dell Tape backup                                                                                   | Computer Equipment                 | Computer Equipment                 |
| MDO     | AS-001101-240311 | 3/16/2015  | Dell                                                                                               | Computer Equipment                 | Computer Equipment                 |
| MDO     | AS-001102-240311 | 3/16/2015  | KN- B & H PHOTO LENOVA<br>THINK PAD LAPTOP-SNBF-<br>08LTUPIS/05-SALES COMPUTER<br>-BHAVIN SHAH     | Computer Equipment                 | Computer Equipment                 |
| MDO     | AS-001103-240311 | 3/16/2015  | Computers (Lenovo Think pad)                                                                       | Computer Equipment                 | Computer Equipment                 |
| MDO     | AS-001104-240311 | 3/16/2015  | Computers (5 Lap top for Sales<br>Team)                                                            | Computer Equipment                 | Computer Equipment                 |
| MDO     | AS-001105-240311 | 3/16/2015  | Computers (5 Lap top for Sales<br>Team)                                                            | Computer Equipment                 | Computer Equipment                 |
| MDO     | AS-001106-240311 | 3/16/2015  | Dell Latitude 3400 BTX System<br>Service Tags:4S3CHT2, C09PHT2<br>for New Hires(Sherree Briguglio) | Computer Equipment                 | Computer Equipment                 |
| MDO     | AS-001107-240311 | 3/16/2015  | 28 Video Studio Prof, 1SQL<br>Server Lic.                                                          | Computer Software                  | Computer Software                  |
| MDO     | AS-001108-240311 | 3/16/2015  | G Treasury                                                                                         | Computer Software                  | Computer Software                  |
| MDO     | AS-001109-240311 | 3/16/2015  | Adobe Creative Cloud                                                                               | Computer Software                  | Computer Software                  |
| MDO     | AS-001110-240311 | 3/16/2015  | Furniture - casa soho                                                                              | Furniture                          | Furniture                          |
| MDO     | AS-001111-240311 | 3/16/2015  | Glass doors                                                                                        | Furniture                          | Furniture                          |
| MDO     | AS-001112-240311 | 3/16/2015  | Furn & Fixt                                                                                        | Furniture                          | Furniture                          |
| MDO     | AS-001113-240311 | 3/16/2015  | Furn & Fixt                                                                                        | Furniture                          | Furniture                          |
| MDO     | AS-001114-240311 | 3/16/2015  | Furn & Fixt                                                                                        | Furniture                          | Furniture                          |
| MDO     | AS-001115-240311 | 3/16/2015  | Furn & Fixt                                                                                        | Furniture                          | Furniture                          |
| MDO     | AS-001116-240311 | 3/16/2015  | Furn & Fixt                                                                                        | Furniture                          | Furniture                          |
| MDO     | AS-001117-240311 | 3/16/2015  | Carpet                                                                                             | Furniture                          | Furniture                          |
| MDO     | AS-001118-240311 | 3/16/2015  | Fixtures                                                                                           | Furniture                          | Furniture                          |

|           |                  |            |                                   |                                                          |                                                          |
|-----------|------------------|------------|-----------------------------------|----------------------------------------------------------|----------------------------------------------------------|
| MDO       | AS-001119-240311 | 3/16/2015  | Bathroom Hardware                 | Furniture                                                | Furniture                                                |
| MDO       | AS-001120-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001121-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001122-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001123-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001124-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001125-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001126-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001127-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001128-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001129-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001130-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001131-240311 | 3/16/2015  | Improvements                      | Leasehold Improvement                                    | Leasehold Improvement                                    |
| MDO       | AS-001132-240311 | 3/16/2015  | Generators                        | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001133-240311 | 3/16/2015  | Generators                        | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001134-240311 | 3/16/2015  | Generators                        | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001135-240311 | 3/16/2015  | Generators                        | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001136-240311 | 3/16/2015  | Outdoor Lights                    | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001137-240311 | 3/16/2015  | Outside Lights                    | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001138-240311 | 3/16/2015  | Equipment                         | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001139-240311 | 3/16/2015  | Generator                         | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001140-240311 | 3/16/2015  | Equipment                         | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001141-240311 | 3/16/2015  | Generator - balance of 13 generat | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001142-240311 | 3/16/2015  | Equipment                         | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001143-240311 | 3/16/2015  | Equipment                         | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001144-240311 | 3/16/2015  | Xerox Copier                      | Office equipment                                         | Office equipment                                         |
| MDO       | AS-001145-240311 | 3/16/2015  | Projector                         | Office equipment                                         | Office equipment                                         |
| IOPW      | AS-016553-220721 | 3/31/2016  |                                   | Computer Equipment                                       | Computers                                                |
| IOPW      | AS-016554-220721 | 4/21/2016  |                                   | Computer Equipment                                       | Computers                                                |
| IOPW      | AS-016555-220721 | 11/21/2016 |                                   | Software                                                 | Custom Software                                          |
| Integrity | AS-016558-220721 | 10/7/2016  |                                   | COMPUTER & PERIPHERALS                                   | COMPUTER & PERIPHERALS                                   |
| Integrity | AS-016559-220721 | 10/7/2016  |                                   | COMPUTER EQUIPMENT                                       | COMPUTER EQUIPMENT                                       |
| Integrity | AS-016560-220721 | 10/7/2016  |                                   | TERI SYSTEM                                              | TERI SYSTEM                                              |
| Integrity | AS-016561-220721 | 10/7/2016  |                                   | Suzzette computer                                        | Suzzette computer                                        |
| Integrity | AS-016562-220721 | 10/7/2016  |                                   | link                                                     | link                                                     |
| Integrity | AS-016563-220721 | 10/7/2016  |                                   | link                                                     | link                                                     |
| Integrity | AS-016564-220721 | 10/7/2016  |                                   | link                                                     | link                                                     |
| Integrity | AS-016565-220721 | 10/7/2016  |                                   | link                                                     | link                                                     |
| Integrity | AS-016566-220721 | 10/7/2016  |                                   | 12 X Crucial M550 256GB mSATA Internal Solid State Drive | 12 X Crucial M550 256GB mSATA Internal Solid State Drive |
| Integrity | AS-016567-220721 | 10/7/2016  |                                   | 18 X Crucial M550 256GB mSATA Internal Solid State Drive | 18 X Crucial M550 256GB mSATA Internal Solid State Drive |
| Integrity | AS-016568-220721 | 10/7/2016  |                                   | computer for todd Stephen Heinsch                        | computer for todd Stephen Heinsch                        |
| Integrity | AS-016569-220721 | 10/7/2016  |                                   | Computer                                                 | Computer                                                 |
| Integrity | AS-016570-220721 | 10/7/2016  |                                   | 4 Intel Next Units                                       | 4 Intel Next Units                                       |
| Integrity | AS-016571-220721 | 10/7/2016  |                                   | Intel Mini HDMI, SSD, HDD                                | Intel Mini HDMI, SSD, HDD                                |
| Integrity | AS-016572-220721 | 10/7/2016  |                                   | 6X Intel NUC D34010WYK1 X 204Pin SO-DIMM Intel HD G      | 6X Intel NUC D34010WYK1 X 204Pin SO-DIMM Intel HD G      |
| Integrity | AS-016573-220721 | 10/7/2016  |                                   | 15 inch MacBook Pro with Retina display for Heath        | 15 inch MacBook Pro with Retina display for Heath        |
| Integrity | AS-016574-220721 | 10/7/2016  |                                   | MacBook for Chris                                        | MacBook for Chris                                        |
| Integrity | AS-016575-220721 | 10/7/2016  |                                   | Computer for Stevie Spradley                             | Computer for Stevie Spradley                             |
| Integrity | AS-016576-220721 | 10/7/2016  |                                   | computers for Michael, Stephen and Matthew               | computers for Michael, Stephen and Matthew               |
| Integrity | AS-016577-220721 | 10/7/2016  |                                   | link                                                     | link                                                     |
| Integrity | AS-016578-220721 | 10/7/2016  |                                   | LINK                                                     | LINK                                                     |
| Integrity | AS-016579-220721 | 10/7/2016  |                                   | LINK                                                     | LINK                                                     |
| Integrity | AS-016580-220721 | 10/7/2016  |                                   | LINK                                                     | LINK                                                     |
| Integrity | AS-016581-220721 | 10/7/2016  |                                   | LINK                                                     | LINK                                                     |
| Integrity | AS-016582-220721 | 10/7/2016  |                                   | LINK                                                     | LINK                                                     |
| Integrity | AS-016583-220721 | 10/7/2016  |                                   | computer for Jason                                       | computer for Jason                                       |
| Integrity | AS-016584-220721 | 10/7/2016  |                                   | 20 X Crucial M550256 mSATA Internal Solid State Drive    | 20 X Crucial M550256 mSATA Internal Solid State Drive    |
| Integrity | AS-016585-220721 | 10/7/2016  |                                   | LINK                                                     | LINK                                                     |

|           |                  |            |  |                                                                              |                                                                              |
|-----------|------------------|------------|--|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Integrity | AS-016586-220721 | 10/7/2016  |  | link                                                                         | link                                                                         |
| Integrity | AS-016587-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016588-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016589-220721 | 10/7/2016  |  | Link                                                                         | Link                                                                         |
| Integrity | AS-016590-220721 | 10/7/2016  |  | Link                                                                         | Link                                                                         |
| Integrity | AS-016591-220721 | 10/7/2016  |  | Link                                                                         | Link                                                                         |
| Integrity | AS-016592-220721 | 10/7/2016  |  | 2 X 21.5-inch I-Mac for sales team                                           | 2 X 21.5-inch I-Mac for sales team                                           |
| Integrity | AS-016593-220721 | 10/7/2016  |  | 15 - inch MacBook Pro with Retina display for sales team                     | 15 - inch MacBook Pro with Retina display for sales team                     |
| Integrity | AS-016594-220721 | 10/7/2016  |  | VIZIO M65-C1 65 Inch 4K Ultra HD Smart LED HDTV                              | VIZIO M65-C1 65 Inch 4K Ultra HD Smart LED HDTV                              |
| Integrity | AS-016595-220721 | 10/7/2016  |  | Imac for large Trade Shows                                                   | Imac for large Trade Shows                                                   |
| Integrity | AS-016596-220721 | 10/7/2016  |  | Imac for large Trade Shows                                                   | Imac for large Trade Shows                                                   |
| Integrity | AS-016597-220721 | 10/7/2016  |  | Ipad pro                                                                     | Ipad pro                                                                     |
| Integrity | AS-016598-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016599-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016600-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016601-220721 | 10/7/2016  |  | laptop for Arelis Perez                                                      | laptop for Arelis Perez                                                      |
| Integrity | AS-016602-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016603-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016604-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016605-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016606-220721 | 10/7/2016  |  | 27 - inch IMac with Retina 5K Display                                        | 27 - inch IMac with Retina 5K Display                                        |
| Integrity | AS-016607-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016608-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016609-220721 | 10/7/2016  |  | Microsoft Surface Pro 4 (256 GB, 16 GB RAM, Intel core i7e) for Ray Wilson   | Microsoft Surface Pro 4 (256 GB, 16 GB RAM, Intel core i7e) for Ray Wilson   |
| Integrity | AS-016610-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016611-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016612-220721 | 10/7/2016  |  | LINK                                                                         | LINK                                                                         |
| Integrity | AS-016613-220721 | 10/7/2016  |  | MacBook for Lance Allen                                                      | MacBook for Lance Allen                                                      |
| Integrity | AS-016614-220721 | 10/7/2016  |  | Link equipment                                                               | Link equipment                                                               |
| Integrity | AS-016615-220721 | 10/7/2016  |  | Link equipment                                                               | Link equipment                                                               |
| Integrity | AS-016616-220721 | 10/7/2016  |  | Macbook for Dev Hardware                                                     | Macbook for Dev Hardware                                                     |
| Integrity | AS-016617-220721 | 10/7/2016  |  | Links                                                                        | Links                                                                        |
| Integrity | AS-016618-220721 | 10/7/2016  |  | Links                                                                        | Links                                                                        |
| Integrity | AS-016619-220721 | 10/7/2016  |  | Links                                                                        | Links                                                                        |
| Integrity | AS-016620-220721 | 10/7/2016  |  | Links                                                                        | Links                                                                        |
| Integrity | AS-016621-220721 | 10/7/2016  |  | Links                                                                        | Links                                                                        |
| Integrity | AS-016622-220721 | 10/7/2016  |  | Links                                                                        | Links                                                                        |
| Integrity | AS-016623-220721 | 11/3/2016  |  | Links                                                                        | Links                                                                        |
| Integrity | AS-016624-220721 | 12/31/2016 |  | Heath Robinson Equipment for Integrity Links                                 | Heath Robinson Equipment for Integrity Links                                 |
| Integrity | AS-016625-220721 | 2/28/2017  |  | Links                                                                        | Links                                                                        |
| Integrity | AS-016626-220721 | 6/30/2017  |  | Computers                                                                    | Computers                                                                    |
| Integrity | AS-016635-220721 | 10/31/2018 |  | Computers                                                                    | Computers                                                                    |
| Integrity | AS-016636-220721 | 7/31/2019  |  | Computers                                                                    | Computers                                                                    |
| Integrity | AS-016630-220721 | 10/7/2016  |  | Intelli J Idea Subscriptions - licenses                                      | Intelli J Idea Subscriptions - licenses                                      |
| Integrity | AS-016631-220721 | 10/7/2016  |  | SOFTWARE                                                                     | SOFTWARE                                                                     |
| Integrity | AS-016632-220721 | 10/7/2016  |  | IntelliJ IDEA Upgrade                                                        | IntelliJ IDEA Upgrade                                                        |
| Integrity | AS-016633-220721 | 10/7/2016  |  | IntelliJ IDEA new commercial license and new commercial upgrade subscription | IntelliJ IDEA new commercial license and new commercial upgrade subscription |
| Integrity | AS-016634-220721 | 12/31/2017 |  | Pentaho Cost                                                                 | Pentaho Cost                                                                 |
| Integrity | AS-016627-220721 | 10/7/2016  |  | PROJECTOR                                                                    | PROJECTOR                                                                    |
| Integrity | AS-016628-220721 | 10/7/2016  |  | Office Furniture - Horizon Keystone Financial                                | Office Furniture - Horizon Keystone Financial                                |
| Integrity | AS-016629-220721 | 10/7/2016  |  | Office Furniture - Horizon Keystone Financial                                | Office Furniture - Horizon Keystone Financial                                |
| Alta      | AS-000217-240306 | 10/14/2016 |  | Servers                                                                      | Servers                                                                      |
| Alta      | AS-000218-240306 | 10/14/2016 |  | Servers                                                                      | Servers                                                                      |
| Alta      | AS-000219-240306 | 10/14/2016 |  | Computers                                                                    | Computers                                                                    |
| Alta      | AS-000220-240306 | 10/14/2016 |  | Computers                                                                    | Computers                                                                    |
| Alta      | AS-000221-240306 | 10/14/2016 |  | Computers                                                                    | Computers                                                                    |
| Alta      | AS-000222-240306 | 10/14/2016 |  | Computers                                                                    | Computers                                                                    |

|        |                  |            |  |                                                            |                                                            |
|--------|------------------|------------|--|------------------------------------------------------------|------------------------------------------------------------|
| Alta   | AS-000223-240306 | 10/14/2016 |  | Computers                                                  | Computers                                                  |
| Alta   | AS-000224-240306 | 10/14/2016 |  | Servers                                                    | Servers                                                    |
| Alta   | AS-000225-240306 | 10/14/2016 |  | Servers                                                    | Servers                                                    |
| Alta   | AS-000226-240306 | 10/14/2016 |  | Dell R610 Server                                           | Dell R610 Server                                           |
| Alta   | AS-000227-240306 | 10/14/2016 |  | Dell R610 Server                                           | Dell R610 Server                                           |
| Alta   | AS-000228-240306 | 10/14/2016 |  | Dell R610 Server                                           | Dell R610 Server                                           |
| Alta   | AS-000229-240306 | 10/14/2016 |  | Seagate NAS                                                | Seagate NAS                                                |
| Alta   | AS-000230-240306 | 11/24/2020 |  | Computers                                                  | Computers                                                  |
| Alta   | AS-000231-240306 | 6/1/2017   |  | Computers                                                  | Computers                                                  |
| Alta   | AS-000232-240306 | 6/1/2017   |  | Computers                                                  | Computers                                                  |
| Alta   | AS-000233-240306 | 3/1/2018   |  | Computers                                                  | Computers                                                  |
| Alta   | AS-000234-240306 | 10/14/2016 |  | Custom Software                                            | Custom Software                                            |
| Alta   | AS-000235-240306 | 10/14/2016 |  | Office Furniture                                           | Office Furniture                                           |
| Alta   | AS-000236-240306 | 4/1/2017   |  | Office Furniture                                           | Office Furniture                                           |
| Alta   | AS-000237-240306 | 5/9/2017   |  | Office Furniture                                           | Office Furniture                                           |
| Alta   | AS-000238-240306 | 10/14/2016 |  | Office Cubicles                                            | Office Cubicles                                            |
| Alta   | AS-000239-240306 | 1/31/2017  |  | Office equipment                                           | Office equipment                                           |
| Alta   | AS-000240-240306 | 11/30/2017 |  | Equipment - iPhone X                                       | Equipment - iPhone X                                       |
| IMW    | AS-000647-240311 | 6/7/2017   |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000648-240311 | 7/15/2017  |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000649-240311 | 7/17/2017  |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000650-240311 | 8/5/2017   |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000651-240311 | 8/8/2017   |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000652-240311 | 8/10/2017  |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000653-240311 | 8/10/2017  |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000654-240311 | 8/12/2017  |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000655-240311 | 9/7/2017   |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000664-240311 | 9/14/2017  |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000665-240311 | 9/16/2017  |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000656-240311 | 2/14/2018  |  | Computer HW                                                | Computer HW                                                |
| IMW    | AS-000657-240311 | 4/6/2018   |  | LENOVO LENOVO US INCWILMINGTON 928240875 LENOVOUS02 07722- | LENOVO LENOVO US INCWILMINGTON 928240875 LENOVOUS02 07722- |
| IMW    | AS-000658-240311 | 4/6/2018   |  | LENOVO LENOVO US INCWILMINGTON 932240848 LENOVOUS02 85013- | LENOVO LENOVO US INCWILMINGTON 932240848 LENOVOUS02 85013- |
| IMW    | AS-000659-240311 | 4/30/2018  |  | AMAZON MKTPLACE PMTSAMZN.COM/BI 77VWV15MKH1 BOOK STORES    | AMAZON MKTPLACE PMTSAMZN.COM/BI 77VWV15MKH1 BOOK STORES    |
| IMW    | AS-000660-240311 | 5/31/2018  |  | AMAZON MKTPLACE PMTSAMZN.COM/BI 6BATCAUY800 BOOK STORES    | AMAZON MKTPLACE PMTSAMZN.COM/BI 6BATCAUY800 BOOK STORES    |
| IMW    | AS-000661-240311 | 5/31/2018  |  | LENOVO LENOVO US INCWILMINGTON 925710191 LENOVOUS02 07722- | LENOVO LENOVO US INCWILMINGTON 925710191 LENOVOUS02 07722- |
| IMW    | AS-000662-240311 | 5/31/2018  |  | Laptop                                                     | Laptop                                                     |
| IMW    | AS-000663-240311 | 5/31/2018  |  | Laptop                                                     | Laptop                                                     |
| IMW    | AS-000667-240311 | 3/21/2017  |  | Furniture & Fixtures                                       | Furniture & Fixtures                                       |
| IMW    | AS-000668-240311 | 3/21/2017  |  | Furniture & Fixtures                                       | Furniture & Fixtures                                       |
| IMW    | AS-000669-240311 | 8/25/2017  |  | Furniture & Fixtures                                       | Furniture & Fixtures                                       |
| IMW    | AS-000670-240311 | 8/28/2017  |  | Furniture & Fixtures                                       | Furniture & Fixtures                                       |
| IMW    | AS-000671-240311 | 9/3/2017   |  | Furniture & Fixtures                                       | Furniture & Fixtures                                       |
| IMW    | AS-000666-240311 | 12/10/2017 |  | Furniture & Fixtures                                       | Furniture & Fixtures                                       |
| Keymed | AS-016785-220725 | 11/16/2016 |  | Computer                                                   | Computer                                                   |
| Keymed | AS-016786-220725 | 11/16/2016 |  | Equipment                                                  | Equipment                                                  |
| Keymed | AS-016787-220725 | 11/16/2016 |  | Equipment                                                  | Equipment                                                  |
| Keymed | AS-016788-220725 | 11/16/2016 |  | Equipment                                                  | Equipment                                                  |
| Keymed | AS-016789-220725 | 11/16/2016 |  | Equipment                                                  | Equipment                                                  |
| Keymed | AS-016790-220725 | 11/16/2016 |  | Equipment                                                  | Equipment                                                  |
| Keymed | AS-016791-220725 | 11/16/2016 |  | Equipment                                                  | Equipment                                                  |
| Keymed | AS-016792-220725 | 11/16/2016 |  | Equipment                                                  | Equipment                                                  |
| Keymed | AS-016793-220725 | 11/16/2016 |  | Equipment                                                  | Equipment                                                  |
| Keymed | AS-016795-220725 | 11/16/2016 |  | Motherboard & Processor                                    | Motherboard & Processor                                    |
| Keymed | AS-016797-220725 | 11/16/2016 |  | Microsoft Pro I-7 Laptop                                   | Microsoft Pro I-7 Laptop                                   |
| Keymed | AS-016794-220725 | 11/16/2016 |  | Motherboard                                                | Motherboard                                                |

|        |                  |            |  |                               |                               |
|--------|------------------|------------|--|-------------------------------|-------------------------------|
| Keymed | AS-016796-220725 | 11/16/2016 |  | Motherboard & Processor       | Motherboard & Processor       |
| Keymed | AS-016798-220725 | 11/16/2016 |  | Microsoft Laptop (Vonda)      | Microsoft Laptop (Vonda)      |
| Keymed | AS-016799-220725 | 11/16/2016 |  | Equipment                     | Equipment                     |
| Keymed | AS-016800-220725 | 11/16/2016 |  | Equipment                     | Equipment                     |
| Keymed | AS-016801-220725 | 11/16/2016 |  | Equipment                     | Equipment                     |
| Keymed | AS-016681-220725 | 11/16/2016 |  | PROJECTOR                     | PROJECTOR                     |
| Keymed | AS-016682-220725 | 11/16/2016 |  | DELL COMPUTURE                | DELL COMPUTURE                |
| Keymed | AS-016683-220725 | 11/16/2016 |  | NOTE BOOK                     | NOTE BOOK                     |
| Keymed | AS-016684-220725 | 11/16/2016 |  | HP SCAN JET                   | HP SCAN JET                   |
| Keymed | AS-016686-220725 | 11/16/2016 |  | 6 HRD DRIVES                  | 6 HRD DRIVES                  |
| Keymed | AS-016687-220725 | 11/16/2016 |  | CISCO PIX                     | CISCO PIX                     |
| Keymed | AS-016688-220725 | 11/16/2016 |  | LAPTOP                        | LAPTOP                        |
| Keymed | AS-016689-220725 | 11/16/2016 |  | DELL COMPUTER                 | DELL COMPUTER                 |
| Keymed | AS-016690-220725 | 11/16/2016 |  | PC and Monitor                | PC and Monitor                |
| Keymed | AS-016691-220725 | 11/16/2016 |  | Latitude Laptop               | Latitude Laptop               |
| Keymed | AS-016692-220725 | 11/16/2016 |  | Data Conversion PC            | Data Conversion PC            |
| Keymed | AS-016693-220725 | 11/16/2016 |  | Projector                     | Projector                     |
| Keymed | AS-016694-220725 | 11/16/2016 |  | 3 Latitude Laptops            | 3 Latitude Laptops            |
| Keymed | AS-016695-220725 | 11/16/2016 |  | Computer                      | Computer                      |
| Keymed | AS-016696-220725 | 11/16/2016 |  | Tape Drive                    | Tape Drive                    |
| Keymed | AS-016697-220725 | 11/16/2016 |  | Mother Board and Processor    | Mother Board and Processor    |
| Keymed | AS-016698-220725 | 11/16/2016 |  | Mother Board and Processor    | Mother Board and Processor    |
| Keymed | AS-016701-220725 | 11/16/2016 |  | 3XPS M170 Laptops             | 3XPS M170 Laptops             |
| Keymed | AS-016702-220725 | 11/16/2016 |  | 6 LCD Monitors                | 6 LCD Monitors                |
| Keymed | AS-016707-220725 | 11/16/2016 |  | 2 Latitude D610 Laptops       | 2 Latitude D610 Laptops       |
| Keymed | AS-016709-220725 | 11/16/2016 |  | Harddrives                    | Harddrives                    |
| Keymed | AS-016711-220725 | 11/16/2016 |  | Computer Equip                | Computer Equip                |
| Keymed | AS-016714-220725 | 11/16/2016 |  | Computer Equip                | Computer Equip                |
| Keymed | AS-016719-220725 | 11/16/2016 |  | SCSI Card                     | SCSI Card                     |
| Keymed | AS-016720-220725 | 11/16/2016 |  | 2 Latitude D610 Laptops       | 2 Latitude D610 Laptops       |
| Keymed | AS-016721-220725 | 11/16/2016 |  | 1 XPS M170 Laptop             | 1 XPS M170 Laptop             |
| Keymed | AS-016722-220725 | 11/16/2016 |  | compture samsung              | compture samsung              |
| Keymed | AS-016723-220725 | 11/16/2016 |  | equipment                     | equipment                     |
| Keymed | AS-016731-220725 | 11/16/2016 |  | 1- Intel Core i7 processor    | 1- Intel Core i7 processor    |
| Keymed | AS-016732-220725 | 11/16/2016 |  | 3 - 4GB 12GB DDR3 memory      | 3 - 4GB 12GB DDR3 memory      |
| Keymed | AS-016743-220725 | 11/16/2016 |  | 10- 500GB Disk drives         | 10- 500GB Disk drives         |
| Keymed | AS-016744-220725 | 11/16/2016 |  | Assets                        | Assets                        |
| Keymed | AS-016745-220725 | 11/16/2016 |  | 1- HP TouchSmart 600 Quad     | 1- HP TouchSmart 600 Quad     |
| Keymed | AS-016748-220725 | 11/16/2016 |  | 3- HP TouchSmart 600 Quad     | 3- HP TouchSmart 600 Quad     |
| Keymed | AS-016757-220725 | 11/16/2016 |  | 1- ASUS B53J Notebook         | 1- ASUS B53J Notebook         |
| Keymed | AS-016758-220725 | 11/16/2016 |  | In-House Dev. Computers       | In-House Dev. Computers       |
| Keymed | AS-016760-220725 | 11/16/2016 |  | Asus Laptop                   | Asus Laptop                   |
| Keymed | AS-016761-220725 | 11/16/2016 |  | 2 HP Laptops/Trainers         | 2 HP Laptops/Trainers         |
| Keymed | AS-016762-220725 | 11/16/2016 |  | 2 HP Laptops                  | 2 HP Laptops                  |
| Keymed | AS-016763-220725 | 11/16/2016 |  | Touchscreen Laptop            | Touchscreen Laptop            |
| Keymed | AS-016764-220725 | 11/16/2016 |  | HP Pavilion Laptops (2)       | HP Pavilion Laptops (2)       |
| Keymed | AS-016765-220725 | 11/16/2016 |  | 2 ipads                       | 2 ipads                       |
| Keymed | AS-016768-220725 | 11/16/2016 |  | HP Laptop DV6                 | HP Laptop DV6                 |
| Keymed | AS-016769-220725 | 11/16/2016 |  | Computer, parts & drives      | Computer, parts & drives      |
| Keymed | AS-016770-220725 | 11/16/2016 |  | Computer                      | Computer                      |
| Keymed | AS-016771-220725 | 11/16/2016 |  | Ravi computer rebuild         | Ravi computer rebuild         |
| Keymed | AS-016774-220725 | 11/16/2016 |  | New laptop Lenovo for Aundrea | New laptop Lenovo for Aundrea |
| Keymed | AS-016775-220725 | 11/16/2016 |  | 3 Lenovo Computers            | 3 Lenovo Computers            |
| Keymed | AS-016677-220725 | 11/16/2016 |  | 2 500GB Disk drive            | 2 500GB Disk drive            |
| Keymed | AS-016678-220725 | 11/16/2016 |  | 1- Gigabyte motherboard       | 1- Gigabyte motherboard       |
| Keymed | AS-016680-220725 | 11/16/2016 |  | MONITOR                       | MONITOR                       |
| Keymed | AS-016685-220725 | 11/16/2016 |  | WACOM TABLET                  | WACOM TABLET                  |
| Keymed | AS-016699-220725 | 11/16/2016 |  | Power Supply                  | Power Supply                  |
| Keymed | AS-016700-220725 | 11/16/2016 |  | Computer harddrive            | Computer harddrive            |
| Keymed | AS-016704-220725 | 11/16/2016 |  | Laptop Cases                  | Laptop Cases                  |
| Keymed | AS-016705-220725 | 11/16/2016 |  | Screen Cleaner                | Screen Cleaner                |
| Keymed | AS-016706-220725 | 11/16/2016 |  | Computer Equip                | Computer Equip                |
| Keymed | AS-016710-220725 | 11/16/2016 |  | Computer Equipment            | Computer Equipment            |
| Keymed | AS-016712-220725 | 11/16/2016 |  | Computer Equip                | Computer Equip                |
| Keymed | AS-016713-220725 | 11/16/2016 |  | Computer Equip                | Computer Equip                |

|              |                  |            |  |                              |                              |
|--------------|------------------|------------|--|------------------------------|------------------------------|
| Keymed       | AS-016715-220725 | 11/16/2016 |  | Computer Equip               | Computer Equip               |
| Keymed       | AS-016716-220725 | 11/16/2016 |  | Computer Equip               | Computer Equip               |
| Keymed       | AS-016718-220725 | 11/16/2016 |  | Computer Equip               | Computer Equip               |
| Keymed       | AS-016724-220725 | 11/16/2016 |  | Computer Equipment           | Computer Equipment           |
| Keymed       | AS-016725-220725 | 11/16/2016 |  | 2 - 500GB Disk drives        | 2 - 500GB Disk drives        |
| Keymed       | AS-016726-220725 | 11/16/2016 |  | 1- Intel Core i7 processor   | 1- Intel Core i7 processor   |
| Keymed       | AS-016727-220725 | 11/16/2016 |  | 1- Gigabyte motherboard      | 1- Gigabyte motherboard      |
| Keymed       | AS-016728-220725 | 11/16/2016 |  | 1 pair of DDR3 6GB memory    | 1 pair of DDR3 6GB memory    |
| Keymed       | AS-016729-220725 | 11/16/2016 |  | 1 320GB Disk drive           | 1 320GB Disk drive           |
| Keymed       | AS-016730-220725 | 11/16/2016 |  | 1 diskdrive 160GB            | 1 diskdrive 160GB            |
| Keymed       | AS-016734-220725 | 11/16/2016 |  | 1- LG22x SATA DVDDRW         | 1- LG22x SATA DVDDRW         |
| Keymed       | AS-016735-220725 | 11/16/2016 |  | 1- Belkin Wireless-N         | 1- Belkin Wireless-N         |
| Keymed       | AS-016736-220725 | 11/16/2016 |  | 1- LG 2TB NAS w/DVD RW Stora | 1- LG 2TB NAS w/DVD RW Stora |
| Keymed       | AS-016737-220725 | 11/16/2016 |  | 6- 2GB 12GB DDR3 memory      | 6- 2GB 12GB DDR3 memory      |
| Keymed       | AS-016738-220725 | 11/16/2016 |  | 1- Intel Core i7 processor   | 1- Intel Core i7 processor   |
| Keymed       | AS-016739-220725 | 11/16/2016 |  | 1- Gigabyte motherboard      | 1- Gigabyte motherboard      |
| Keymed       | AS-016740-220725 | 11/16/2016 |  | 1- Thermaltake power supply  | 1- Thermaltake power supply  |
| Keymed       | AS-016741-220725 | 11/16/2016 |  | 1- Antec 300 computer case   | 1- Antec 300 computer case   |
| Keymed       | AS-016742-220725 | 11/16/2016 |  | 1- LG 2TB NAS w/DVD RW Stora | 1- LG 2TB NAS w/DVD RW Stora |
| Keymed       | AS-016746-220725 | 11/16/2016 |  | 1- Belkin Wireless-N         | 1- Belkin Wireless-N         |
| Keymed       | AS-016747-220725 | 11/16/2016 |  | 4- 500GB Hitachi Disk drives | 4- 500GB Hitachi Disk drives |
| Keymed       | AS-016749-220725 | 11/16/2016 |  | 1- Intel Core i7 processor   | 1- Intel Core i7 processor   |
| Keymed       | AS-016750-220725 | 11/16/2016 |  | 2- 2GB4GB DDR3 memory        | 2- 2GB4GB DDR3 memory        |
| Keymed       | AS-016751-220725 | 11/16/2016 |  | 1- Gigabyte motherboard      | 1- Gigabyte motherboard      |
| Keymed       | AS-016753-220725 | 11/16/2016 |  | 1- Antec 300 computer case   | 1- Antec 300 computer case   |
| Keymed       | AS-016754-220725 | 11/16/2016 |  | 1- LG DVD Slim Drive         | 1- LG DVD Slim Drive         |
| Keymed       | AS-016755-220725 | 11/16/2016 |  | 1- OEM Vedio card            | 1- OEM Vedio card            |
| Keymed       | AS-016756-220725 | 11/16/2016 |  | 1- ASUS docking station      | 1- ASUS docking station      |
| Keymed       | AS-016767-220725 | 11/16/2016 |  | Optoma Mobile Projector      | Optoma Mobile Projector      |
| Keymed       | AS-016772-220725 | 11/16/2016 |  | Equipment                    | Equipment                    |
| Keymed       | AS-016717-220725 | 11/16/2016 |  | Quickbooks                   | Quickbooks                   |
| Keymed       | AS-016766-220725 | 11/16/2016 |  | software                     | software                     |
| Keymed       | AS-016780-220725 | 11/16/2016 |  | software                     | software                     |
| Keymed       | AS-016781-220725 | 11/16/2016 |  | SOFTWARE                     | SOFTWARE                     |
| Keymed       | AS-016782-220725 | 11/16/2016 |  | XP SOFTWARE                  | XP SOFTWARE                  |
| Keymed       | AS-016783-220725 | 11/16/2016 |  | software                     | software                     |
| Keymed       | AS-016784-220725 | 11/16/2016 |  | Software                     | Software                     |
| Keymed       | AS-016804-220725 | 7/31/2019  |  | Software                     | Software                     |
| Keymed       | AS-016703-220725 | 11/16/2016 |  | Memory                       | Memory                       |
| Keymed       | AS-016733-220725 | 11/16/2016 |  | 1- 120MM fan                 | 1- 120MM fan                 |
| Keymed       | AS-016752-220725 | 11/16/2016 |  | 1- eXtreme Power Supply      | 1- eXtreme Power Supply      |
| Keymed       | AS-016759-220725 | 11/16/2016 |  | Network Switches             | Network Switches             |
| Keymed       | AS-016777-220725 | 11/16/2016 |  | Office desk                  | Office desk                  |
| Keymed       | AS-016778-220725 | 11/16/2016 |  | Office chair                 | Office chair                 |
| Keymed       | AS-016802-220725 | 11/16/2016 |  | Carpet                       | Carpet                       |
| Keymed       | AS-016803-220725 | 11/16/2016 |  | Carpet                       | Carpet                       |
| Keymed       | AS-016708-220725 | 11/16/2016 |  | Parts for Switch             | Parts for Switch             |
| Keymed       | AS-016773-220725 | 11/16/2016 |  | Netgear switches             | Netgear switches             |
| Keymed       | AS-016776-220725 | 11/16/2016 |  | 2 Office Chairs              | 2 Office Chairs              |
| Keymed       | AS-016779-220725 | 11/16/2016 |  | Furniture                    | Furniture                    |
| Keymed       | AS-016679-220725 | 11/16/2016 |  | Property and Equipment       | Property and Equipment       |
| Penn Medical | AS-016556-220721 | 11/30/2016 |  | Penn Medical G TREASURY COST | Software                     |
| RHS          | AS-016829-220725 | 10/31/2016 |  | Computers                    | Computers                    |
| RHS          | AS-016830-220725 | 12/1/2016  |  | Computers                    | Computers                    |
| RHS          | AS-016831-220725 | 6/30/2017  |  | Computers                    | Computers                    |
| RHS          | AS-016832-220725 | 9/30/2017  |  | Computers                    | Computers                    |
| MVE          | AS-001146-240311 | 5/12/2011  |  | Acer Projector               | Acer Projector               |
| MVE          | AS-001147-240311 | 5/12/2011  |  | Pc Monitors                  | Pc Monitors                  |
| MVE          | AS-001148-240311 | 5/17/2011  |  | Asus Laptop                  | Asus Laptop                  |
| MVE          | AS-001149-240311 | 6/4/2011   |  | Dell Computer                | Dell Computer                |
| MVE          | AS-001150-240311 | 9/11/2011  |  | Mac Mini                     | Mac Mini                     |
| MVE          | AS-001151-240311 | 9/15/2011  |  | 24" Flat Screen Monitors     | 24" Flat Screen Monitors     |
| MVE          | AS-001152-240311 | 9/20/2011  |  | Dell Computer                | Dell Computer                |
| MVE          | AS-001153-240311 | 10/15/2011 |  | Dell Computer                | Dell Computer                |
| MVE          | AS-001154-240311 | 10/20/2011 |  | Dell Computer                | Dell Computer                |

|     |                  |            |  |                                  |                                  |
|-----|------------------|------------|--|----------------------------------|----------------------------------|
| MVE | AS-001155-240311 | 10/22/2011 |  | Apple Computer                   | Apple Computer                   |
| MVE | AS-001156-240311 | 11/28/2011 |  | Dell Computers                   | Dell Computers                   |
| MVE | AS-001157-240311 | 1/21/2012  |  | Dell Computer                    | Dell Computer                    |
| MVE | AS-001158-240311 | 1/28/2012  |  | Dell Computer                    | Dell Computer                    |
| MVE | AS-001159-240311 | 2/9/2012   |  | Apple Iphone 4s                  | Apple Iphone 4s                  |
| MVE | AS-001160-240311 | 2/24/2012  |  | Samsung Plasma Hdtv              | Samsung Plasma Hdtv              |
| MVE | AS-001161-240311 | 2/24/2012  |  | Apple Display                    | Apple Display                    |
| MVE | AS-001162-240311 | 2/29/2012  |  | Displays                         | Displays                         |
| MVE | AS-001163-240311 | 4/20/2012  |  | Dell Computer                    | Dell Computer                    |
| MVE | AS-001164-240311 | 4/21/2012  |  | Dell Computer                    | Dell Computer                    |
| MVE | AS-001165-240311 | 5/2/2012   |  | Dell Computer                    | Dell Computer                    |
| MVE | AS-001166-240311 | 5/3/2012   |  | Dell Computer                    | Dell Computer                    |
| MVE | AS-001167-240311 | 6/12/2012  |  | Apple Iphone 4s                  | Apple Iphone 4s                  |
| MVE | AS-001168-240311 | 7/10/2012  |  | Dell T610 Server                 | Dell T610 Server                 |
| MVE | AS-001169-240311 | 8/17/2012  |  | Dell Computer                    | Dell Computer                    |
| MVE | AS-001170-240311 | 10/30/2012 |  | Dell Monitor                     | Dell Monitor                     |
| MVE | AS-001171-240311 | 11/13/2014 |  | Computer Equipment - United Tech | Computer Equipment - United Tech |
| MVE | AS-001172-240311 | 12/16/2014 |  | Toshiba 9952                     | Toshiba 9952                     |
| MVE | AS-001173-240311 | 6/24/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001174-240311 | 9/1/2015   |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001175-240311 | 9/1/2015   |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001176-240311 | 9/2/2015   |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001177-240311 | 9/2/2015   |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001178-240311 | 9/2/2015   |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001179-240311 | 9/4/2015   |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001180-240311 | 9/10/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001181-240311 | 9/11/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001182-240311 | 9/12/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001183-240311 | 9/14/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001184-240311 | 9/17/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001185-240311 | 9/19/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001186-240311 | 9/24/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001187-240311 | 9/28/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001188-240311 | 9/29/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001189-240311 | 9/29/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001190-240311 | 9/30/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001191-240311 | 10/1/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001192-240311 | 10/2/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001193-240311 | 10/2/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001194-240311 | 10/2/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001195-240311 | 10/4/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001196-240311 | 10/4/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001197-240311 | 10/7/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001198-240311 | 10/7/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001199-240311 | 10/12/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001200-240311 | 10/12/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001201-240311 | 10/12/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001202-240311 | 10/19/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001203-240311 | 10/19/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001204-240311 | 10/19/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001205-240311 | 10/19/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001206-240311 | 10/19/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001207-240311 | 10/20/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001208-240311 | 10/27/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001209-240311 | 11/3/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001210-240311 | 11/4/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001211-240311 | 11/9/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001212-240311 | 11/10/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001213-240311 | 11/11/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001214-240311 | 11/12/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001215-240311 | 12/1/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001216-240311 | 12/7/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001217-240311 | 12/8/2015  |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001218-240311 | 12/16/2015 |  | Computer Equipment               | Computer Equipment               |
| MVE | AS-001219-240311 | 12/16/2015 |  | Computer Equipment               | Computer Equipment               |

|     |                  |            |  |                                   |                                   |
|-----|------------------|------------|--|-----------------------------------|-----------------------------------|
| MVE | AS-001220-240311 | 12/16/2015 |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001221-240311 | 12/17/2015 |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001222-240311 | 12/31/2015 |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001223-240311 | 12/31/2015 |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001224-240311 | 12/31/2015 |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001225-240311 | 1/4/2016   |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001226-240311 | 1/4/2016   |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001227-240311 | 2/9/2016   |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001228-240311 | 2/12/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001229-240311 | 2/12/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001230-240311 | 2/23/2016  |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001231-240311 | 2/29/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001232-240311 | 3/25/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001233-240311 | 4/30/2016  |  | Computer Equipment-PCM/Scansource | Computer Equipment-PCM/Scansource |
| MVE | AS-001234-240311 | 5/5/2016   |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001235-240311 | 5/9/2016   |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001236-240311 | 5/9/2016   |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001237-240311 | 5/11/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001238-240311 | 5/13/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001239-240311 | 5/25/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001240-240311 | 6/2/2016   |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001241-240311 | 6/3/2016   |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001242-240311 | 6/3/2016   |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001243-240311 | 6/6/2016   |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001244-240311 | 6/6/2016   |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001245-240311 | 6/20/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001246-240311 | 6/20/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001247-240311 | 6/22/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001248-240311 | 6/28/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001249-240311 | 7/20/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001250-240311 | 7/26/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001251-240311 | 7/26/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001252-240311 | 8/2/2016   |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001253-240311 | 8/22/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001254-240311 | 8/25/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001255-240311 | 9/1/2016   |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001256-240311 | 10/1/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001257-240311 | 10/1/2016  |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001258-240311 | 10/4/2016  |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001262-240311 | 10/19/2016 |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001259-240311 | 10/20/2016 |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001260-240311 | 10/20/2016 |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001261-240311 | 10/25/2016 |  | Computer Equipment                | Computer Equipment                |
| MVE | AS-001263-240311 | 10/25/2016 |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001264-240311 | 11/7/2016  |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001265-240311 | 11/7/2016  |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001266-240311 | 11/14/2016 |  | Computer Equipment-PCM            | Computer Equipment-PCM            |
| MVE | AS-001267-240311 | 12/1/2016  |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001268-240311 | 12/1/2016  |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001269-240311 | 12/1/2016  |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001270-240311 | 12/2/2016  |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001271-240311 | 12/7/2016  |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001272-240311 | 12/15/2016 |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001273-240311 | 12/16/2016 |  | PAYPAL *DROPBOX                   | PAYPAL *DROPBOX                   |
| MVE | AS-001274-240311 | 12/19/2016 |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001275-240311 | 1/11/2017  |  | PAYPAL *BCOA                      | PAYPAL *BCOA                      |
| MVE | AS-001276-240311 | 1/17/2017  |  | SCANSOURCE                        | SCANSOURCE                        |
| MVE | AS-001277-240311 | 1/18/2017  |  | PAYPAL *ACTIVATE GR               | PAYPAL *ACTIVATE GR               |
| MVE | AS-001278-240311 | 1/26/2017  |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001279-240311 | 2/1/2017   |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001280-240311 | 2/13/2017  |  | PAYPAL *DARTINNOVAT               | PAYPAL *DARTINNOVAT               |
| MVE | AS-001281-240311 | 2/14/2017  |  | PAYPAL *MIAMIDADEOP               | PAYPAL *MIAMIDADEOP               |
| MVE | AS-001282-240311 | 2/21/2017  |  | PCM 800-5556255                   | PCM 800-5556255                   |
| MVE | AS-001283-240311 | 2/23/2017  |  | PCM 800-5556255                   | PCM 800-5556255                   |

|     |                  |            |  |                                                                                                |                                                                                                |
|-----|------------------|------------|--|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| MVE | AS-001284-240311 | 2/24/2017  |  | PCM 800-5556255                                                                                | PCM 800-5556255                                                                                |
| MVE | AS-001285-240311 | 2/28/2017  |  | PCM 800-5556255                                                                                | PCM 800-5556255                                                                                |
| MVE | AS-001286-240311 | 3/2/2017   |  | PCM 800-5556255                                                                                | PCM 800-5556255                                                                                |
| MVE | AS-001287-240311 | 3/10/2017  |  | PAYPAL *RICKBOUZA                                                                              | PAYPAL *RICKBOUZA                                                                              |
| MVE | AS-001288-240311 | 3/16/2017  |  | PAYPAL *DARTINNOVAT                                                                            | PAYPAL *DARTINNOVAT                                                                            |
| MVE | AS-001289-240311 | 4/30/2017  |  | PCM 800-5556255                                                                                | PCM 800-5556255                                                                                |
| MVE | AS-001290-240311 | 5/4/2017   |  | WWW.NEWEGG.COM                                                                                 | WWW.NEWEGG.COM                                                                                 |
| MVE | AS-001291-240311 | 6/1/2017   |  | Laptop by Eduardo                                                                              | Laptop by Eduardo                                                                              |
| MVE | AS-001292-240311 | 6/30/2017  |  | APC back-UPS                                                                                   | APC back-UPS                                                                                   |
| MVE | AS-001293-240311 | 7/31/2017  |  | PCM                                                                                            | PCM                                                                                            |
| MVE | AS-001294-240311 | 9/30/2017  |  | PCM-Laptops                                                                                    | PCM-Laptops                                                                                    |
| MVE | AS-001295-240311 | 10/2/2017  |  | Round tower                                                                                    | Round tower                                                                                    |
| MVE | AS-001296-240311 | 10/11/2017 |  | New egg-Acer Desktop                                                                           | New egg-Acer Desktop                                                                           |
| MVE | AS-001297-240311 | 10/20/2017 |  | New egg- Laptop                                                                                | New egg- Laptop                                                                                |
| MVE | AS-001298-240311 | 12/31/2017 |  | Laptop for James Steviesky                                                                     | Laptop for James Steviesky                                                                     |
| MVE | AS-001299-240311 | 2/28/2018  |  | Computer Equipements PCM Mall                                                                  | Computer Equipements PCM Mall                                                                  |
| MVE | AS-001300-240311 | 7/31/2018  |  | Dell_Laptop                                                                                    | Dell_Laptop                                                                                    |
| MVE | AS-001301-240311 | 7/31/2018  |  | PCM_Laptops                                                                                    | PCM_Laptops                                                                                    |
| MVE | AS-001302-240311 | 12/1/2018  |  | Flagler Invoice                                                                                | Flagler Invoice                                                                                |
| MVE | AS-001303-240311 | 12/1/2018  |  | Service Express                                                                                | Service Express                                                                                |
| MVE | AS-001304-240311 | 12/1/2018  |  | Service Express                                                                                | Service Express                                                                                |
| MVE | AS-001305-240311 | 12/1/2018  |  | Service Express                                                                                | Service Express                                                                                |
| MVE | AS-001306-240311 | 12/1/2018  |  | Service Express                                                                                | Service Express                                                                                |
| MVE | AS-001307-240311 | 12/1/2018  |  | Service Express                                                                                | Service Express                                                                                |
| MVE | AS-001308-240311 | 12/1/2018  |  | Service Express                                                                                | Service Express                                                                                |
| MVE | AS-001309-240311 | 12/1/2018  |  | PCM Mall                                                                                       | PCM Mall                                                                                       |
| MVE | AS-001310-240311 | 12/1/2018  |  | Optiv Security                                                                                 | Optiv Security                                                                                 |
| MVE | AS-001311-240311 | 11/30/2019 |  | Service Express                                                                                | Service Express                                                                                |
| MVE | AS-001312-240311 | 12/1/2019  |  | Flagler Invoice                                                                                | Flagler Invoice                                                                                |
| MVE | AS-001313-240311 | 3/31/2021  |  | Flagler Invoice                                                                                | Flagler Invoice                                                                                |
| MVE | AS-001314-240311 | 1/31/2022  |  | Power X Solution Technology, Inc (POC HCCS)                                                    | Power X Solution Technology, Inc (POC HCCS)                                                    |
| MVE | AS-001315-240311 | 12/28/2016 |  | PCM 800-5556255                                                                                | PCM 800-5556255                                                                                |
| MVE | AS-001316-240311 | 12/30/2016 |  | PCM 800-5556255                                                                                | PCM 800-5556255                                                                                |
| MVE | AS-001317-240311 | 6/30/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001318-240311 | 7/24/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001319-240311 | 7/24/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001320-240311 | 7/31/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001321-240311 | 8/3/2015   |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001322-240311 | 8/3/2015   |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001323-240311 | 8/25/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001324-240311 | 8/31/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001325-240311 | 8/31/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001326-240311 | 8/31/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001327-240311 | 9/30/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001328-240311 | 9/30/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001329-240311 | 10/5/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001330-240311 | 10/21/2015 |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001331-240311 | 10/31/2015 |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001332-240311 | 11/4/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001333-240311 | 11/5/2015  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001334-240311 | 11/30/2015 |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001335-240311 | 11/30/2015 |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001336-240311 | 12/17/2015 |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001337-240311 | 12/31/2015 |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001338-240311 | 2/9/2016   |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001339-240311 | 3/2/2016   |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001340-240311 | 3/18/2016  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001341-240311 | 3/23/2016  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001342-240311 | 3/30/2016  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001343-240311 | 4/4/2016   |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001344-240311 | 5/23/2016  |  | Computer Software                                                                              | Computer Software                                                                              |
| MVE | AS-001345-240311 | 9/30/2016  |  | Being amount paid to drummond on the behalf of Eye Reach wrongly Debited to computer software. | Being amount paid to drummond on the behalf of Eye Reach wrongly Debited to computer software. |

|       |                  |            |  |                                                                                                         |                                                                                                         |
|-------|------------------|------------|--|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| MVE   | AS-001346-240311 | 11/30/2016 |  | G-Treasury Cost                                                                                         | G-Treasury Cost                                                                                         |
| MVE   | AS-001347-240311 | 1/31/2017  |  | Computer Software                                                                                       | Computer Software                                                                                       |
| MVE   | AS-001348-240311 | 1/31/2017  |  | Computer Software                                                                                       | Computer Software                                                                                       |
| MVE   | AS-001349-240311 | 10/11/2017 |  | TSPrint                                                                                                 | TSPrint                                                                                                 |
| MVE   | AS-001350-240311 | 10/11/2017 |  | TSScan                                                                                                  | TSScan                                                                                                  |
| MVE   | AS-001351-240311 | 5/30/2018  |  | PCM Software                                                                                            | PCM Software                                                                                            |
| MVE   | AS-001352-240311 | 5/31/2018  |  | PCM Software                                                                                            | PCM Software                                                                                            |
| MVE   | AS-001353-240311 | 5/31/2018  |  | PCM Software                                                                                            | PCM Software                                                                                            |
| MVE   | AS-001354-240311 | 5/31/2018  |  | PCM Software                                                                                            | PCM Software                                                                                            |
| MVE   | AS-001355-240311 | 4/30/2019  |  | PCM Software                                                                                            | PCM Software                                                                                            |
| MVE   | AS-001356-240311 | 5/20/2020  |  | Dynasoft_Dynamic Web TWAIN 15.3.1 all browsers for Windows and macOS (Server License)_Scanning Software | Dynasoft_Dynamic Web TWAIN 15.3.1 all browsers for Windows and macOS (Server License)_Scanning Software |
| MVE   | AS-001357-240311 | 7/30/2012  |  | HI 7 Software                                                                                           | HI 7 Software                                                                                           |
| MVE   | AS-001358-240311 | 8/16/2012  |  | Network Security Application                                                                            | Network Security Application                                                                            |
| MVE   | AS-001359-240311 | 7/22/2014  |  | Data Center Server                                                                                      | Data Center Server                                                                                      |
| MVE   | AS-001360-240311 | 8/31/2017  |  | Computer Software-Optiv                                                                                 | Computer Software-Optiv                                                                                 |
| MVE   | AS-001361-240311 | 7/12/2010  |  | Furniture                                                                                               | Furniture                                                                                               |
| MVE   | AS-001362-240311 | 1/1/2011   |  | Whiteboard Conference Room                                                                              | Whiteboard Conference Room                                                                              |
| MVE   | AS-001363-240311 | 5/4/2011   |  | Furniture                                                                                               | Furniture                                                                                               |
| MVE   | AS-001364-240311 | 9/16/2011  |  | Tradeshow Booth                                                                                         | Tradeshow Booth                                                                                         |
| MVE   | AS-001365-240311 | 10/4/2011  |  | Cubicles                                                                                                | Cubicles                                                                                                |
| MVE   | AS-001366-240311 | 8/17/2012  |  | 2 Pedestals For Booth                                                                                   | 2 Pedestals For Booth                                                                                   |
| MVE   | AS-001367-240311 | 5/25/2014  |  | Office Furniture                                                                                        | Office Furniture                                                                                        |
| MVE   | AS-001368-240311 | 10/13/2014 |  | Office Furniture                                                                                        | Office Furniture                                                                                        |
| MVE   | AS-001369-240311 | 9/3/2015   |  | Furniture                                                                                               | Furniture                                                                                               |
| MVE   | AS-001370-240311 | 9/15/2015  |  | Furniture                                                                                               | Furniture                                                                                               |
| MVE   | AS-001371-240311 | 9/17/2015  |  | Furniture                                                                                               | Furniture                                                                                               |
| MVE   | AS-001372-240311 | 10/7/2015  |  | Furniture                                                                                               | Furniture                                                                                               |
| MVE   | AS-001373-240311 | 11/19/2015 |  | Furniture                                                                                               | Furniture                                                                                               |
| MVE   | AS-001374-240311 | 1/10/2017  |  | Furniture                                                                                               | Furniture                                                                                               |
| MVE   | AS-001375-240311 | 4/18/2010  |  | Telephone Equipment                                                                                     | Telephone Equipment                                                                                     |
| MVE   | AS-001376-240311 | 9/1/2015   |  | Office equipments                                                                                       | Office equipments                                                                                       |
| MVE   | AS-001377-240311 | 9/5/2015   |  | Office equipments                                                                                       | Office equipments                                                                                       |
| MVE   | AS-001378-240311 | 9/9/2015   |  | Office equipments                                                                                       | Office equipments                                                                                       |
| MVE   | AS-001379-240311 | 12/22/2015 |  | Office equipments                                                                                       | Office equipments                                                                                       |
| MVE   | AS-001380-240311 | 2/29/2016  |  | Lease Equipment                                                                                         | Lease Equipment                                                                                         |
| MVE   | AS-001381-240311 | 2/29/2016  |  | Office equipments-HCCS                                                                                  | Office equipments-HCCS                                                                                  |
| MVE   | AS-001382-240311 | 4/17/2018  |  | Office equipments installation                                                                          | Office equipments installation                                                                          |
| MVE   | AS-001383-240311 | 7/9/2020   |  | EMC Dell_2 storage devices (1 - FLL & 1 - ATL)_Jul'20                                                   | EMC Dell_2 storage devices (1 - FLL & 1 - ATL)_Jul'20                                                   |
| Mplus | AS-017787-220919 | 5/31/2015  |  | LENOVO COMPUTER                                                                                         | LENOVO COMPUTER                                                                                         |
| Mplus | AS-017825-220919 | 5/31/2015  |  | LENOVO COMPUTER                                                                                         | LENOVO COMPUTER                                                                                         |
| Mplus | AS-017826-220919 | 5/31/2015  |  | LENOVO COMPUTER                                                                                         | LENOVO COMPUTER                                                                                         |
| Mplus | AS-017827-220919 | 5/31/2015  |  | CDW COMPUTER                                                                                            | CDW COMPUTER                                                                                            |
| Mplus | AS-017828-220919 | 5/31/2015  |  | CDW COMPUTER                                                                                            | CDW COMPUTER                                                                                            |
| Mplus | AS-017829-220919 | 5/31/2015  |  | ERH COMPUTER (BRAD)                                                                                     | ERH COMPUTER (BRAD)                                                                                     |
| Mplus | AS-017878-220921 | 6/1/2015   |  | LENOVO COMPUTER                                                                                         | LENOVO COMPUTER                                                                                         |
| Mplus | AS-017839-220919 | 9/15/2015  |  | Laptop for Bryan (Lenovo think pad)                                                                     | Laptop for Bryan (Lenovo think pad)                                                                     |
| Mplus | AS-017840-220919 | 11/7/2015  |  | Laptop for sales team                                                                                   | Laptop for sales team                                                                                   |
| Mplus | AS-017875-220921 | 6/30/2016  |  | ERH COMPUTER (BRAD)                                                                                     | ERH COMPUTER (BRAD)                                                                                     |
| Mplus | AS-017866-220919 | 2/7/2017   |  | Think Pad 4th Gen for Brad                                                                              | Think Pad 4th Gen for Brad                                                                              |
| Mplus | AS-017844-220919 | 2/7/2016   |  | Computer Hardware                                                                                       | Computer Hardware                                                                                       |
| Mplus | AS-017846-220919 | 4/21/2016  |  | 2 Lenovo Laptops                                                                                        | 2 Lenovo Laptops                                                                                        |
| Mplus | AS-017848-220919 | 5/1/2016   |  | 2 Laptops                                                                                               | 2 Laptops                                                                                               |
| Mplus | AS-017850-220919 | 6/7/2016   |  | New Printer                                                                                             | New Printer                                                                                             |
| Mplus | AS-017854-220919 | 7/19/2016  |  | 2 LED monitors purchased.                                                                               | 2 LED monitors purchased.                                                                               |
| Mplus | AS-017855-220919 | 7/19/2016  |  | 2 monitor, 2 laptop, & Data Traveler for support                                                        | 2 monitor, 2 laptop, & Data Traveler for support                                                        |
| Mplus | AS-017874-220921 | 9/7/2016   |  | Dell OptiPlex Laptop for RCS Customers                                                                  | Dell OptiPlex Laptop for RCS Customers                                                                  |
| Mplus | AS-017876-220921 | 1/18/2017  |  | Dell OptiPlex Laptop for RCS Customers                                                                  | Dell OptiPlex Laptop for RCS Customers                                                                  |
| Mplus | AS-017838-220919 | 5/31/2015  |  | DELPHI 2010 SOFTWARE                                                                                    | DELPHI 2010 SOFTWARE                                                                                    |

|       |                  |            |  |                                                                                                              |                                                                                                              |
|-------|------------------|------------|--|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Mplus | AS-017858-220919 | 10/11/2016 |  | CQM Solutions Version Upgrade - Dynamic Health IT                                                            | CQM Solutions Version Upgrade - Dynamic Health IT                                                            |
| Mplus | AS-017857-220919 | 10/26/2016 |  | Customer wise fixed license                                                                                  | Customer wise fixed license                                                                                  |
| Mplus | AS-017864-220919 | 12/21/2016 |  | Delphi Premium Update subscription                                                                           | Delphi Premium Update subscription                                                                           |
| Mplus | AS-017868-220919 | 1/3/2017   |  | Solution Version upgrade                                                                                     | Solution Version upgrade                                                                                     |
| Mplus | AS-017853-220919 | 7/12/2016  |  | 51318:Final Builder 8 Professional Names user 2                                                              | 51318:Final Builder 8 Professional Names user 2                                                              |
| Mplus | AS-017861-220919 | 11/7/2016  |  | software red carpet subscription renewal & Digital Metaphors- Report builder subscription renewal (\$399.00) | software red carpet subscription renewal & Digital Metaphors- Report builder subscription renewal (\$399.00) |
| Mplus | AS-017837-220919 | 5/31/2015  |  | Dynamic Health IT                                                                                            | Dynamic Health IT                                                                                            |
| Mplus | AS-017862-220919 | 11/30/2016 |  | G Treasury Software                                                                                          | G Treasury Software                                                                                          |
| Mplus | AS-017845-220919 | 3/21/2016  |  | Report Builder enterprise 17                                                                                 | Report Builder enterprise 17                                                                                 |
| Mplus | AS-017849-220919 | 5/1/2016   |  | CRM Software Licenses                                                                                        | CRM Software Licenses                                                                                        |
| Mplus | AS-017852-220919 | 6/1/2016   |  | CDW Symantec essential & technical support (Renewal)                                                         | CDW Symantec essential & technical support (Renewal)                                                         |
| Mplus | AS-017803-220919 | 5/31/2015  |  | Furniture and Fixtures                                                                                       | Furniture and Fixtures                                                                                       |
| Mplus | AS-017804-220919 | 5/31/2015  |  | Wall Sign for Office                                                                                         | Wall Sign for Office                                                                                         |
| Mplus | AS-017805-220919 | 5/31/2015  |  | Furniture and Fixtures                                                                                       | Furniture and Fixtures                                                                                       |
| Mplus | AS-017806-220919 | 5/31/2015  |  | CCG Howells Furniture                                                                                        | CCG Howells Furniture                                                                                        |
| Mplus | AS-017807-220919 | 5/31/2015  |  | CCG Howells Furniture                                                                                        | CCG Howells Furniture                                                                                        |
| Mplus | AS-017808-220919 | 5/31/2015  |  | Park City Blinds                                                                                             | Park City Blinds                                                                                             |
| Mplus | AS-017809-220919 | 5/31/2015  |  | CCG Howells Furniture                                                                                        | CCG Howells Furniture                                                                                        |
| Mplus | AS-017810-220919 | 5/31/2015  |  | Galaxy Lighting                                                                                              | Galaxy Lighting                                                                                              |
| Mplus | AS-017811-220919 | 5/31/2015  |  | CCG Howells Furniture                                                                                        | CCG Howells Furniture                                                                                        |
| Mplus | AS-017812-220919 | 5/31/2015  |  | Furniture RC Wiley                                                                                           | Furniture RC Wiley                                                                                           |
| Mplus | AS-017813-220919 | 5/31/2015  |  | Park City Blinds                                                                                             | Park City Blinds                                                                                             |
| Mplus | AS-017814-220919 | 5/31/2015  |  | Galaxy Lighting                                                                                              | Galaxy Lighting                                                                                              |
| Mplus | AS-017815-220919 | 5/31/2015  |  | Skyline Booth                                                                                                | Skyline Booth                                                                                                |
| Mplus | AS-017816-220919 | 5/31/2015  |  | CCG Howells Furniture                                                                                        | CCG Howells Furniture                                                                                        |
| Mplus | AS-017817-220919 | 5/31/2015  |  | Galaxy Lighting                                                                                              | Galaxy Lighting                                                                                              |
| Mplus | AS-017818-220919 | 5/31/2015  |  | Skyline Booth                                                                                                | Skyline Booth                                                                                                |
| Mplus | AS-017822-220919 | 5/31/2015  |  | FURNITURE                                                                                                    | FURNITURE                                                                                                    |
| Mplus | AS-017823-220919 | 5/31/2015  |  | FURNITURE                                                                                                    | FURNITURE                                                                                                    |
| Mplus | AS-017824-220919 | 5/31/2015  |  | FURNITURE                                                                                                    | FURNITURE                                                                                                    |
| Mplus | AS-017819-220919 | 5/31/2015  |  | Carpeting for build out                                                                                      | Carpeting for build out                                                                                      |
| Mplus | AS-017820-220919 | 5/31/2015  |  | furniture & fixtures                                                                                         | furniture & fixtures                                                                                         |
| Mplus | AS-017821-220919 | 5/31/2015  |  | FURNITURE AND FIXTURES                                                                                       | FURNITURE AND FIXTURES                                                                                       |
| Mplus | AS-017793-220919 | 5/31/2015  |  | furn/fixtures                                                                                                | furn/fixtures                                                                                                |
| Mplus | AS-017794-220919 | 5/31/2015  |  | OFFICE FURNITURE                                                                                             | OFFICE FURNITURE                                                                                             |
| Mplus | AS-017795-220919 | 5/31/2015  |  | OFFICE FURNITURE                                                                                             | OFFICE FURNITURE                                                                                             |
| Mplus | AS-017796-220919 | 5/31/2015  |  | DECORATIVE OFFICE CONTNS                                                                                     | DECORATIVE OFFICE CONTNS                                                                                     |
| Mplus | AS-017797-220919 | 5/31/2015  |  | FURNITURE                                                                                                    | FURNITURE                                                                                                    |
| Mplus | AS-017798-220919 | 5/31/2015  |  | ARTWORK                                                                                                      | ARTWORK                                                                                                      |
| Mplus | AS-017799-220919 | 5/31/2015  |  | FURNITURE                                                                                                    | FURNITURE                                                                                                    |
| Mplus | AS-017800-220919 | 5/31/2015  |  | ARTWORK                                                                                                      | ARTWORK                                                                                                      |
| Mplus | AS-017801-220919 | 5/31/2015  |  | OFFICE FURNITURE                                                                                             | OFFICE FURNITURE                                                                                             |
| Mplus | AS-017802-220919 | 5/31/2015  |  | OFFICE FURNITURE                                                                                             | OFFICE FURNITURE                                                                                             |
| Mplus | AS-017877-220921 | 6/7/2015   |  | Misc - Disposed Off                                                                                          | Misc - Disposed Off                                                                                          |
| Mplus | AS-017834-220919 | 5/31/2015  |  | Improvements                                                                                                 | Improvements                                                                                                 |
| Mplus | AS-017835-220919 | 5/31/2015  |  | Leasehold Improvements                                                                                       | Leasehold Improvements                                                                                       |
| Mplus | AS-017836-220919 | 5/31/2015  |  | leasehold improvements                                                                                       | leasehold improvements                                                                                       |
| Mplus | AS-017830-220919 | 5/31/2015  |  | LEASEHOLD IMPRVMT - MURYRA                                                                                   | LEASEHOLD IMPRVMT - MURYRA                                                                                   |
| Mplus | AS-017831-220919 | 5/31/2015  |  | LEASEHOLD IMPROVEMENTS                                                                                       | LEASEHOLD IMPROVEMENTS                                                                                       |
| Mplus | AS-017832-220919 | 5/31/2015  |  | Memorial                                                                                                     | Memorial                                                                                                     |
| Mplus | AS-017833-220919 | 5/31/2015  |  | Gutters                                                                                                      | Gutters                                                                                                      |
| Mplus | AS-017784-220919 | 5/31/2015  |  | server racks                                                                                                 | server racks                                                                                                 |
| Mplus | AS-017785-220919 | 5/31/2015  |  | CDW COMPUTER                                                                                                 | CDW COMPUTER                                                                                                 |
| Mplus | AS-017786-220919 | 5/31/2015  |  | WINDOWS SERVER 2012                                                                                          | WINDOWS SERVER 2012                                                                                          |
| Mplus | AS-017788-220919 | 5/31/2015  |  | SERVER                                                                                                       | SERVER                                                                                                       |
| Mplus | AS-017789-220919 | 5/31/2015  |  | 3 HARDRIVES                                                                                                  | 3 HARDRIVES                                                                                                  |
| Mplus | AS-017790-220919 | 5/31/2015  |  | ADDITIONAL COMPUTER MEMORY                                                                                   | ADDITIONAL COMPUTER MEMORY                                                                                   |
| Mplus | AS-017791-220919 | 5/31/2015  |  | 2 NEW PHONES                                                                                                 | 2 NEW PHONES                                                                                                 |
| Mplus | AS-017792-220919 | 5/31/2015  |  | 2 NEW PHONES                                                                                                 | 2 NEW PHONES                                                                                                 |

|       |                  |            |  |                                           |                                           |
|-------|------------------|------------|--|-------------------------------------------|-------------------------------------------|
| Mplus | AS-017841-220919 | 11/7/2015  |  | Cisco IP phones                           | Cisco IP phones                           |
| Mplus | AS-017842-220919 | 12/7/2015  |  | Router for new phone system               | Router for new phone system               |
| Mplus | AS-017865-220919 | 1/21/2017  |  | Server room security Locks                | Server room security Locks                |
| Mplus | AS-017867-220919 | 3/21/2017  |  | Wasp Scanner                              | Wasp Scanner                              |
| Mplus | AS-017843-220919 | 12/31/2015 |  | CDW - VOIP phone                          | CDW - VOIP phone                          |
| Mplus | AS-017847-220919 | 4/19/2016  |  | 52-Post Cisco Ethernet Switch             | 52-Post Cisco Ethernet Switch             |
| Mplus | AS-017851-220919 | 6/21/2016  |  | Support team headsets, Phones, Monitors   | Support team headsets, Phones, Monitors   |
| Mplus | AS-017859-220919 | 11/7/2016  |  | Glen Lock & Key for New employee security | Glen Lock & Key for New employee security |
| Mplus | AS-017860-220919 | 11/21/2016 |  | Topaz Signature Gen                       | Topaz Signature Gen                       |
| Mplus | AS-017863-220919 | 12/21/2016 |  | Samsung LED Monitor, Hard Drive           | Samsung LED Monitor, Hard Drive           |
| ECL   | AS-000468-240311 | 1/21/2016  |  | laptop                                    | laptop                                    |
| ECL   | AS-000469-240311 | 2/29/2016  |  | laptop                                    | laptop                                    |
| ECL   | AS-000470-240311 | 8/31/2016  |  | laptop                                    | laptop                                    |
| ECL   | AS-000471-240311 | 8/31/2016  |  | laptop                                    | laptop                                    |
| ECL   | AS-000472-240311 | 9/30/2016  |  | charge                                    | charge                                    |
| ECL   | AS-000473-240311 | 11/30/2016 |  | charge                                    | charge                                    |
| ECL   | AS-000474-240311 | 1/31/2017  |  | laptop                                    | laptop                                    |
| ECL   | AS-000475-240311 | 4/7/2017   |  | Monitors                                  | Monitors                                  |
| ECL   | AS-000476-240311 | 4/7/2017   |  | Monitors                                  | Monitors                                  |
| ECL   | AS-000477-240311 | 4/7/2017   |  | Monitors bracket                          | Monitors bracket                          |
| ECL   | AS-000478-240311 | 4/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000479-240311 | 4/21/2017  |  | Keyboard                                  | Keyboard                                  |
| ECL   | AS-000480-240311 | 5/21/2017  |  | laptop                                    | laptop                                    |
| ECL   | AS-000481-240311 | 6/1/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000482-240311 | 6/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000483-240311 | 6/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000484-240311 | 7/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000485-240311 | 7/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000486-240311 | 7/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000487-240311 | 7/21/2017  |  | laptop                                    | laptop                                    |
| ECL   | AS-000488-240311 | 7/21/2017  |  | laptop                                    | laptop                                    |
| ECL   | AS-000489-240311 | 8/7/2017   |  | Monitors                                  | Monitors                                  |
| ECL   | AS-000490-240311 | 8/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000491-240311 | 8/7/2017   |  | Speaker                                   | Speaker                                   |
| ECL   | AS-000492-240311 | 8/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000493-240311 | 8/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000494-240311 | 8/7/2017   |  | HDMI - VGA Converter                      | HDMI - VGA Converter                      |
| ECL   | AS-000495-240311 | 8/7/2017   |  | Monitors                                  | Monitors                                  |
| ECL   | AS-000496-240311 | 8/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000497-240311 | 8/7/2017   |  | laptop                                    | laptop                                    |
| ECL   | AS-000498-240311 | 8/21/2017  |  | Mouse                                     | Mouse                                     |
| ECL   | AS-000499-240311 | 8/21/2017  |  | Projector                                 | Projector                                 |
| ECL   | AS-000500-240311 | 9/7/2017   |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000501-240311 | 9/7/2017   |  | laptop-Acc                                | laptop-Acc                                |
| ECL   | AS-000502-240311 | 9/7/2017   |  | laptop-Acc                                | laptop-Acc                                |
| ECL   | AS-000503-240311 | 9/21/2017  |  | laptop                                    | laptop                                    |
| ECL   | AS-000504-240311 | 9/21/2017  |  | laptop-Acc                                | laptop-Acc                                |
| ECL   | AS-000505-240311 | 10/21/2017 |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000506-240311 | 11/7/2017  |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000507-240311 | 11/7/2017  |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000508-240311 | 1/31/2018  |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000509-240311 | 1/31/2018  |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000510-240311 | 1/31/2018  |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000511-240311 | 1/31/2018  |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000512-240311 | 1/31/2018  |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000513-240311 | 1/31/2018  |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000514-240311 | 1/31/2018  |  | Laptop                                    | Laptop                                    |
| ECL   | AS-000515-240311 | 2/28/2018  |  | Projector                                 | Projector                                 |
| ECL   | AS-000516-240311 | 2/28/2018  |  | laptop-Acc                                | laptop-Acc                                |
| ECL   | AS-000517-240311 | 2/28/2018  |  | Monitor                                   | Monitor                                   |
| ECL   | AS-000518-240311 | 3/31/2018  |  | laptop                                    | laptop                                    |
| ECL   | AS-000519-240311 | 3/31/2018  |  | laptop                                    | laptop                                    |
| ECL   | AS-000520-240311 | 3/31/2018  |  | Desktop                                   | Desktop                                   |

|     |                  |            |  |                                                            |                    |
|-----|------------------|------------|--|------------------------------------------------------------|--------------------|
| ECL | AS-000521-240311 | 4/16/2018  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000522-240311 | 4/16/2018  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000523-240311 | 4/16/2018  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000524-240311 | 4/16/2018  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000525-240311 | 4/16/2018  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000526-240311 | 4/16/2018  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000528-240311 | 5/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000529-240311 | 5/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000530-240311 | 5/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000531-240311 | 5/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000532-240311 | 5/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000533-240311 | 5/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000534-240311 | 5/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000535-240311 | 5/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000536-240311 | 5/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000537-240311 | 5/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000527-240311 | 5/31/2018  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000538-240311 | 6/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000539-240311 | 9/1/2018   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000540-240311 | 10/1/2018  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000541-240311 | 11/8/2018  |  | laptop                                                     | laptop             |
| ECL | AS-000544-240311 | 11/30/2018 |  | Monitor                                                    | Monitor            |
| ECL | AS-000542-240311 | 12/11/2018 |  | laptop                                                     | laptop             |
| ECL | AS-000543-240311 | 12/11/2018 |  | laptop                                                     | laptop             |
| ECL | AS-000563-240311 | 1/15/2019  |  | Laptop                                                     | Laptop             |
| ECL | AS-000545-240311 | 2/6/2019   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000546-240311 | 2/22/2019  |  | Laptop                                                     | Laptop             |
| ECL | AS-000547-240311 | 2/22/2019  |  | Laptop                                                     | Laptop             |
| ECL | AS-000548-240311 | 3/8/2019   |  | Laptop                                                     | Laptop             |
| ECL | AS-000549-240311 | 3/10/2019  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000550-240311 | 4/8/2019   |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000551-240311 | 4/10/2019  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000552-240311 | 4/12/2019  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000553-240311 | 4/14/2019  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000554-240311 | 5/15/2019  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000555-240311 | 6/21/2019  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000557-240311 | 8/31/2020  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000556-240311 | 11/16/2020 |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000558-240311 | 1/17/2021  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000559-240311 | 1/26/2021  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000560-240311 | 1/29/2021  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000561-240311 | 3/19/2021  |  | Laptop                                                     | Laptop             |
| ECL | AS-000562-240311 | 4/28/2021  |  | Laptop                                                     | Laptop             |
| ECL | AS-000564-240311 | 7/24/2021  |  | Laptop                                                     | Laptop             |
| ECL | AS-000565-240311 | 7/31/2021  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000566-240311 | 8/13/2021  |  | Computer Hardware                                          | Computer Hardware  |
| ECL | AS-000567-240311 | 9/16/2021  |  | Laptop                                                     | Laptop             |
| ECL | AS-000568-240311 | 12/8/2021  |  | Laptop                                                     | Laptop             |
| ECL | AS-000569-240311 | 3/1/2022   |  | Monitor                                                    | Monitor            |
| ECL | AS-000570-240311 | 3/11/2022  |  | Monitor                                                    | Monitor            |
| ECL | AS-000574-240311 | 3/31/2022  |  | Monitor                                                    | Monitor            |
| ECL | AS-000571-240311 | 4/1/2022   |  | Laptop                                                     | Laptop             |
| ECL | AS-000572-240311 | 5/1/2022   |  | Monitor                                                    | Monitor            |
| ECL | AS-000573-240311 | 6/1/2022   |  | Monitor                                                    | Monitor            |
| ECL | AS-000467-240311 | 7/1/2022   |  | Laptop                                                     | Laptop             |
| ECL | AS-000598-240311 | 7/29/2022  |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022 | LED LCD MONITOR 01 |
| ECL | AS-000599-240311 | 7/29/2022  |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022 | LED LCD MONITOR 02 |
| ECL | AS-000600-240311 | 7/29/2022  |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022 | LED LCD MONITOR 03 |
| ECL | AS-000601-240311 | 7/29/2022  |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022 | LED LCD MONITOR 04 |
| ECL | AS-000602-240311 | 7/29/2022  |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022 | LED LCD MONITOR 05 |

|     |                  |           |  |                                                                                                              |                                                                                 |
|-----|------------------|-----------|--|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| ECL | AS-000603-240311 | 7/29/2022 |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022                                                   | LED LCD MONITOR 06                                                              |
| ECL | AS-000604-240311 | 7/29/2022 |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022                                                   | LED LCD MONITOR 07                                                              |
| ECL | AS-000605-240311 | 7/29/2022 |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022                                                   | LED LCD MONITOR 08                                                              |
| ECL | AS-000606-240311 | 7/29/2022 |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022                                                   | LED LCD MONITOR 09                                                              |
| ECL | AS-000607-240311 | 7/29/2022 |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022                                                   | LED LCD MONITOR 10                                                              |
| ECL | AS-000608-240311 | 7/29/2022 |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022                                                   | LED LCD MONITOR 11                                                              |
| ECL | AS-000609-240311 | 7/29/2022 |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022                                                   | LED LCD MONITOR 12                                                              |
| ECL | AS-000610-240311 | 7/29/2022 |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022                                                   | LED LCD MONITOR 13                                                              |
| ECL | AS-000611-240311 | 7/29/2022 |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022                                                   | LED LCD MONITOR 14                                                              |
| ECL | AS-000612-240311 | 7/29/2022 |  | IT Peripherals Charges (Monitor Cost Q#15) July month 2022                                                   | LED LCD MONITOR 15                                                              |
| ECL | AS-000597-240311 | 8/2/2022  |  | Dell laptop Ram 1TB SSD (CUS,SSDR,1TB,P34,80S3,PM981) & Installation Service - Aug Month 2022 (Carson Young) | Dell 1TB SSD                                                                    |
| ECL | AS-000575-240311 | 11/1/2022 |  | Data Center Warehouse, LLC: DELL 27IN 2560x1440 75Hz LED QHD DP MONITOR Q#2 (ANKIT VASHI) - July month 2022  | DELL 27IN 2560x1440 75Hz LED QHD DP MONITOR Q#1 (ANKIT VASHI) - July month 2022 |
| ECL | AS-000576-240311 | 11/1/2022 |  | Data Center Warehouse, LLC: DELL 27IN 2560x1440 75Hz LED QHD DP MONITOR Q#2 (ANKIT VASHI) - July month 2022  | DELL 27IN 2560x1440 75Hz LED QHD DP MONITOR Q#1 (ANKIT VASHI) - July month 2022 |
| ECL | AS-000577-240311 | 11/1/2022 |  | Dell Latitude 3420 XCTO Laptop Q#1 charges - Sep Month 2022                                                  | Dell Latitude 3420, XCTO Tags:1H0ZWL3                                           |
| ECL | AS-000578-240311 | 11/1/2022 |  | Dell Latitude 3420 XCTO Laptop Q#1 charges - Sep Month 2022                                                  | Dell Latitude 3420, XCTO Tags:2H0ZWL3                                           |
| ECL | AS-000579-240311 | 11/1/2022 |  | Dell Latitude 3420 XCTO Laptop Q#1 charges - Sep Month 2022                                                  | System Service Tags:3H0ZWL3                                                     |
| ECL | AS-000580-240311 | 11/1/2022 |  | Dell Latitude 3420 XCTO Laptop Q#1 charges - Sep Month 2022                                                  | System Service Tags:4H0ZWL3                                                     |
| ECL | AS-000581-240311 | 11/1/2022 |  | Dell Latitude 3420 XCTO Laptop Q#1 charges - Sep Month 2022                                                  | System Service Tags : 5H0ZWL3                                                   |
| ECL | AS-000582-240311 | 11/1/2022 |  | Dell Latitude 3420 XCTO Laptop Q#1 charges - Sep Month 2022                                                  | System Service Tags: 6H0ZWL3                                                    |
| ECL | AS-000583-240311 | 11/1/2022 |  | Dell Latitude 3420 XCTO Laptop Q#1 charges - Sep Month 2022                                                  | System Service Tags:7H0ZWL3                                                     |
| ECL | AS-000584-240311 | 11/1/2022 |  | Dell Latitude 3420 XCTO Laptop Q#1 charges - Sep Month 2022                                                  | System Service Tags: 8H0ZWL3                                                    |
| ECL | AS-000585-240311 | 11/1/2022 |  | Dell Latitude 3420 XCTO Laptop Q#1 charges - Sep Month 2022                                                  | System Service Tags:HGOZWL3                                                     |
| ECL | AS-000586-240311 | 11/1/2022 |  | Dell Latitude 3420 XCTO Laptop Q#1 charges - Sep Month 2022                                                  | System Service Tags: JGOZWL3                                                    |
| ECL | AS-000587-240311 | 11/1/2022 |  | Dell Latitude 3420 BTX Laptop Q#1 charges - Sep Month 2022                                                   | System Service Tags:2C2QVL3                                                     |
| ECL | AS-000588-240311 | 11/1/2022 |  | Dell Latitude 3420 BTX Laptop Q#1 charges - Sep Month 2022                                                   | System Service Tags:382QVL3                                                     |
| ECL | AS-000589-240311 | 11/1/2022 |  | Dell Latitude 3420 BTX Laptop Q#1 charges - Sep Month 2022                                                   | System Service Tags : 3C2QVL3                                                   |
| ECL | AS-000590-240311 | 11/1/2022 |  | Dell Latitude 3420 BTX Laptop Q#1 charges - Sep Month 2022                                                   | System Service Tags :782QVL3,                                                   |
| ECL | AS-000591-240311 | 11/1/2022 |  | Dell Latitude 3420 BTX Laptop Q#1 charges - Sep Month 2022                                                   | System Service Tags:832QVL3                                                     |
| ECL | AS-000592-240311 | 11/1/2022 |  | Dell Latitude 3420 BTX Laptop Q#1 charges - Sep Month 2022                                                   | System Service Tags:B82QVL3                                                     |
| ECL | AS-000593-240311 | 11/1/2022 |  | Dell Latitude 3420 BTX Laptop Q#1 charges - Sep Month 2022                                                   | System Service Tags : F32QVL3                                                   |

|     |                  |            |  |                                                            |                               |
|-----|------------------|------------|--|------------------------------------------------------------|-------------------------------|
| ECL | AS-000594-240311 | 11/1/2022  |  | Dell Latitude 3420 BTX Laptop Q#1 charges - Sep Month 2022 | System Service Tags : FQ1QVL3 |
| ECL | AS-000595-240311 | 11/1/2022  |  | Dell Latitude 3420 BTX Laptop Q#1 charges - Sep Month 2022 | System Service Tags: GP1QVL3  |
| ECL | AS-000596-240311 | 11/1/2022  |  | Dell Latitude 3420 BTX Laptop Q#1 charges - Sep Month 2022 | System Service Tags: J22QVL3  |
| ECL | AS-000613-240311 | 2/1/2023   |  | Laptop Cost (Sophie & Marina) Jan'23                       | Sophie Laptop                 |
| ECL | AS-000614-240311 | 2/1/2023   |  | Laptop Cost (Sophie & Marina) Jan'23                       | Mariana Laptop                |
| ECL | AS-000615-240311 | 12/31/2016 |  | Custom Software                                            | Custom Software               |
| ECL | AS-000616-240311 | 4/10/2019  |  | Software Purchased                                         | Software Purchased            |
| ECL | AS-000617-240311 | 4/18/2019  |  | Software Purchased                                         | Software Purchased            |
| ECL | AS-000618-240311 | 7/8/2019   |  | Software Purchased                                         | Software Purchased            |
| ECL | AS-000619-240311 | 5/24/2022  |  | Software Purchased                                         | Software Purchased            |
| ECL | AS-000620-240311 | 7/21/2017  |  | Custom Software                                            | Custom Software               |
| ECL | AS-000621-240311 | 9/30/2017  |  | Custom Software                                            | Custom Software               |
| ECL | AS-000622-240311 | 9/30/2017  |  | Custom Software                                            | Custom Software               |
| ECL | AS-000623-240311 | 5/31/2018  |  | Custom Software                                            | Custom Software               |
| ECL | AS-000624-240311 | 5/31/2018  |  | Custom Software                                            | Custom Software               |
| ECL | AS-000625-240311 | 5/31/2018  |  | Custom Software                                            | Custom Software               |
| ECL | AS-000626-240311 | 7/31/2017  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000627-240311 | 8/22/2017  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000628-240311 | 9/20/2017  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000629-240311 | 10/4/2017  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000630-240311 | 10/13/2017 |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000631-240311 | 10/13/2017 |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000632-240311 | 12/31/2017 |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000633-240311 | 12/31/2017 |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000634-240311 | 1/31/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000635-240311 | 1/31/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000636-240311 | 1/31/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000637-240311 | 1/31/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000638-240311 | 1/31/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000639-240311 | 1/31/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000640-240311 | 1/31/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000641-240311 | 1/31/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000642-240311 | 1/31/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000643-240311 | 2/28/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000644-240311 | 2/28/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000645-240311 | 3/28/2018  |  | Office Furniture                                           | Office Furniture              |
| ECL | AS-000646-240311 | 11/26/2017 |  | Office equipment                                           | Office equipment              |

**Schedule 3.6 – Contracts**

**(a) all Leases that pertain to the Business:**

1. Office lease, dated June 6, 2023, by and between ECL Group, LLC and IWG Group, d/b/a Spaces, for the building located at 555 Mangum St., Ste 100, Durham, NC 27701.
2. Office Lease, dated October 1, 2022, by and between ECL Group, LLC as Tenant and Regus Management Group, LLC as Landlord for the building office located at 6975 Union Park Ave., Suite 631, Cottonwood Heights, UT 84047.

**(b) all Contracts under which any Seller leases personal property in connection with the Business:**

1. Copier lease dated March 15, 2023, by and between Alta Medical Management, LLC and De Lage Landen Financial Services, Inc.

**(c) all Contracts that provide for payments in excess of \$100,000 over a 12-month period:**

1. AWS Private Pricing Addendum, dated March 16, 2022, by and between Amazon Web Services, Inc. and ECL Group, LLC.
2. Master Service Agreement between ECL Group, LLC and Salesforce.
3. MyMipScore Services Agreement, dated August 1, 2023, by and between Darena Solutions LLC and Eye Care Leaders Portfolio Holdings, LLC.
4. My MipScore Services Agreement, dated December 16, 2022, by and between Darena Solutions LLC and Eye Care Leaders Portfolio Holdings, LLC.
5. BlueButton Pro Enterprise Services Reseller Agreement, dated August 18, 2022, by and between Darena Solutions LLC and Eye Care Leaders Holdings, LLC.
6. Practice Insight Value-Added Reseller Agreement, dated January 18, 2018, by and between Practice Insight, LLC (Waystar, Inc.) and ECL Group, LLC.
7. Addendum to Master Agreement, dated March 31, 2017, by and between ECL Group, LLC and DrFirst.com, Inc.
8. Application Services Distribution Agreement, dated March 31, 2017, by and between ECL Group, LLC and DrFirst.com, Inc., and all amendments and addendums thereto.
9. Emdeon Business Services EDI Partner Standard Agreement, dated July 25, 2008, as amended, including by Amendment dated April 27, 2023, by and between Eye Care Leaders Portfolio Holdings, LLC and Change Healthcare Solutions, LLC.
10. User Service Agreement, dated January 31, 2018, by and between Alta Billing, LLC and Data Media Associates, LLC.
11. Subscriber Agreement, dated December 6, 2019, by and between ZirMed, Inc. d/b/a Waystar Health and Eyecare Partners, LLC.
12. Level 1 Business Partner Agreement, dated June 8, 2021, by and between Waystar, Inc. and MD Office Manager.
13. Subscriber Agreement, dated November 30, 2011, by and between ZirMed, Inc. and Alta Medical Billing, as amended from time to time.
14. Subscriber Agreement, dated December 14, 2023, by and between Waystar, Inc. and Eyecare Services Partners-HST.

15. Value Added Reseller Master Agreement, dated December 18, 2017, by and between AdvancedMD, Inc. and ECL Holdings, LLC.<sup>1</sup>
16. Promissory Note, dated September 19, 2023, by and between ECL Group LLC DBA Eye Care Leaders and Berkeley Research Group, LLC, for the principal amount of \$181,492.
17. Reseller Agreement, dated April 14, 2009, by and between iMedicWare, Inc. and American SurgiSite Centers.<sup>2</sup>
18. Order Form, dated March 31, 2023, by and between Healthcare Leaders Group and Talkdesk, Inc.
19. CPT Distribution License Agreement, dated September 1, 2017, by and between ECL Group, LLC and American Medical Association.<sup>3</sup>
20. Those Loan Agreements referenced in Schedule 3.6(o).
21. Patient Education Licensing and Distribution Agreement, dated January 20, 2023, by and between the American Academy of Ophthalmology, Inc. and Eye Care Leaders, Inc.
22. LogMeln rescue 55 Licenses Agreement, by and between ECL Group, LLC and GoTo Technologies USA , Inc.
23. GoTo Meeting and GoTo Webinar Agreement, by and between ECL Group, LLC and GoTo Technologies USA , Inc.
24. LogMeln Central Base 500 Agreement, by and between MD Office, LLC and GoTo Technologies USA , Inc.
25. Microsoft Cloud Reseller Agreement, undated, by and between Microsoft Corporation and ECL Group, LLC.
26. License Agreement, dated March 23, 2015, by and between Alta Medical Management and Navicure Inc.
27. Paychex Service Agreement, dated May 25, 2022, by and between Paychex, Inc. and ECL Group, LLC.
28. McKesson Information Solutions LLC Sales Order, dated July 30, 2004, by and between the Hoehne Group Software Division, Inc. d/b/a Management Plus and McKesson Information Solutions LLC d/b/a RelayHealth.
29. Employment Services Agreement with Remote Technology Services, Inc.
30. SMS services agreement, by and between ECL Group, LLC and Twilio Inc.
31. Surveyor for Salesforce Agreement, dated April 14, 2023, by and between Touchpoint Solutions and Eye Care Leaders.
32. Change request, dated March 28, 2024 to that certain Statement of Work #1, dated February 5, 2024, by and between ECL Group, LLC and Ippon Technologies.

**(d) all customer Contracts that relate to the revenue per customer reflected on Schedule 3.6(d) hereof.**

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 1001                                     | MD Office         | 4,405           |
| 1005                                     | MD Office         | 495             |
| 1002                                     | My Vision Express | 329             |
| 1009                                     | Management Plus   | 299             |
| 1186                                     | My Vision Express | 352             |
| 1023                                     | My Vision Express | 329             |

<sup>1</sup> The annual payment amount is dependent on the number of subscribers and could be less than \$100,000 per year.

<sup>2</sup> The annual payment amount is dependent on the number of subscribers and could be less than \$100,000 per year.

<sup>3</sup> The annual payment amount is dependent on the number of subscribers and could be less than \$100,000 per year.

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 1407                                     | My Vision Express | 329             |
| 1033                                     | MD Office         | 2,245           |
| 1035                                     | My Vision Express | 431             |
| 1044                                     | My Vision Express | 68              |
| 1045                                     | My Vision Express | 350             |
| 5194                                     | My Vision Express | 1,003           |
| 1049                                     | My Vision Express | 387             |
| 2927                                     | My Vision Express | 329             |
| 4680                                     | iMedicware        | 579             |
| 1062                                     | Medflow           | 33              |
| 1066                                     | CQE               | 199             |
| 1068                                     | My Vision Express | 722             |
| 1069                                     | Management Plus   | 318             |
| 5068                                     | iMedicware        | 1,142           |
| 2304                                     | Management Plus   | 199             |
| 1070                                     | My Vision Express | 1,344           |
| 1074                                     | Management Plus   | 432             |
| 1075                                     | MD Office         | 582             |
| 1077                                     | MD Office         | 1,340           |
| 1078                                     | My Vision Express | 451             |
| 5262                                     | MD Office         | 511             |
| 5953                                     | MD Office         | 686             |
| 5954                                     | MD Office         | 686             |
| 1082                                     | CQE               | 1,005           |
| 1083                                     | Management Plus   | 650             |
| 1091                                     | Medflow           | 249             |
| 1093                                     | My Vision Express | 529             |
| 6287                                     | iMedicware        | 696             |
| 1104                                     | My Vision Express | 428             |
| 1105                                     | MD Office         | 2,322           |
| 1110                                     | My Vision Express | 357             |
| 5069                                     | iMedicware        | 3,777           |
| 3657                                     | Management Plus   | 320             |
| 1117                                     | My Vision Express | 589             |
| 5070                                     | iMedicware        | 1,399           |
| 1123                                     | My Vision Express | 329             |
| 1125                                     | My Vision Express | 556             |
| 1126                                     | My Vision Express | 2,804           |
| 1179                                     | MD Office         | 969             |
| 1135                                     | My Vision Express | 685             |
| 1137                                     | My Vision Express | 329             |
| 1133                                     | MD Office         | 8,415           |
| 1140                                     | My Vision Express | 329             |
| 1141                                     | CQE               | 1,437           |
| 1148                                     | Medflow           | 2,894           |
| 1150                                     | Medflow           | 5,995           |
| 5004                                     | MD Office         | 907             |
| 1161                                     | My Vision Express | 549             |
| 6651                                     | My Vision Express | 329             |
| 5386                                     | MD Office         | 1,137           |
| 1189                                     | My Vision Express | 329             |
| 1191                                     | MD Office         | 129             |
| 5400                                     | My Vision Express | 329             |
| 1195                                     | Management Plus   | 318             |
| 1196                                     | iMedicware        | 22,919          |
| 5424                                     | iMedicware        | 3,675           |
| 5783                                     | iMedicware        | 4,776           |
| 1203                                     | My Vision Express | 408             |
| 1205                                     | Medflow           | 3,900           |
| 3428                                     | My Vision Express | 487             |
| 1211                                     | MD Office         | 1,612           |
| 1218                                     | iMedicware        | 56,053          |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 1226                                     | My Vision Express | 356             |
| 5225                                     | iMedicware        | 5,427           |
| 1229                                     | Medflow           | 1,596           |
| 1232                                     | CQE               | 3,493           |
| 1234                                     | My Vision Express | 329             |
| 4768                                     | iMedicware        | 1,278           |
| 1239                                     | Management Plus   | 285             |
| 1242                                     | CQE               | 785             |
| 1658                                     | MD Office         | 1,529           |
| 1244                                     | MD Office         | 1,470           |
| 1247                                     | MD Office         | 630             |
| 4732                                     | CQE               | 165             |
| 1251                                     | Management Plus   | 1,483           |
| 1254                                     | iMedicware        | 8,531           |
| 6646                                     | My Vision Express | 329             |
| 6397                                     | My Vision Express | 628             |
| 5840                                     | My Vision Express | 329             |
| 2115                                     | Management Plus   | 627             |
| 1257                                     | My Vision Express | 197             |
| 4972                                     | iMedicware        | 8,443           |
| 1258                                     | MD Office         | 584             |
| 1262                                     | My Vision Express | 329             |
| 1263                                     | Management Plus   | 633             |
| 1265                                     | CQE               | 954             |
| 1270                                     | MD Office         | 1,431           |
| 1271                                     | CQE               | 1,762           |
| 1272                                     | My Vision Express | 329             |
| 1275                                     | My Vision Express | 329             |
| 6639                                     | My Vision Express | 329             |
| 1278                                     | My Vision Express | 2,936           |
| 1282                                     | CQE               | 2,306           |
| 1284                                     | MD Office         | 519             |
| 1287                                     | My Vision Express | 179             |
| 1288                                     | My Vision Express | 566             |
| 1292                                     | CQE               | 3,043           |
| 4776                                     | My Vision Express | 329             |
| 1299                                     | Management Plus   | 922             |
| 1301                                     | My Vision Express | 516             |
| 5057                                     | iMedicware        | 25,240          |
| 1304                                     | My Vision Express | 358             |
| 1306                                     | CQE               | 228             |
| 4773                                     | iMedicware        | 64,319          |
| 1311                                     | My Vision Express | 356             |
| 1320                                     | My Vision Express | 356             |
| 4171                                     | CQE               | 199             |
| 5535                                     | Alta              | 758             |
| 1329                                     | My Vision Express | 1,909           |
| 1332                                     | My Vision Express | 354             |
| 1335                                     | My Vision Express | 1,282           |
| 1339                                     | My Vision Express | 350             |
| 1341                                     | My Vision Express | 199             |
| 3219                                     | My Vision Express | 845             |
| 1349                                     | My Vision Express | 329             |
| 5166                                     | My Vision Express | 674             |
| 1357                                     | Medflow           | 432             |
| 5975                                     | My Vision Express | 582             |
| 1362                                     | MD Office         | 831             |
| 1366                                     | CQE               | 1,011           |
| 1367                                     | iMedicware        | 6,093           |
| 1368                                     | Medflow           | 77              |
| 6630                                     | My Vision Express | 442             |
| 1371                                     | My Vision Express | 590             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 5082                                     | iMedicware        | 4,932           |
| 5083                                     | iMedicware        | 3,521           |
| 1375                                     | My Vision Express | 329             |
| 1377                                     | Management Plus   | 587             |
| 1380                                     | My Vision Express | 659             |
| 4760                                     | My Vision Express | 1,218           |
| 1385                                     | MD Office         | 2,767           |
| 1388                                     | My Vision Express | 635             |
| 1393                                     | My Vision Express | 219             |
| 1399                                     | CQE               | 168             |
| 1400                                     | My Vision Express | 865             |
| 1398                                     | My Vision Express | 72              |
| 1401                                     | MD Office         | 2,258           |
| 1403                                     | iMedicware        | 1,268           |
| 5025                                     | iMedicware        | 929             |
| 1411                                     | My Vision Express | 329             |
| 1413                                     | iMedicware        | 4,713           |
| 1414                                     | iMedicware        | 672             |
| 5676                                     | iMedicware        | 649             |
| 1417                                     | iMedicware        | 1,811           |
| 1418                                     | Medflow           | 2,492           |
| 4339                                     | My Vision Express | 357             |
| 1423                                     | Medflow           | 2,453           |
| 1425                                     | iMedicware        | 3,635           |
| 1429                                     | CQE               | 2,492           |
| 1430                                     | My Vision Express | 179             |
| 1431                                     | MD Office         | 744             |
| 1439                                     | MD Office         | 554             |
| 1440                                     | My Vision Express | 803             |
| 1443                                     | My Vision Express | 192             |
| 1444                                     | Medflow           | 3,573           |
| 5249                                     | CQE               | 1,239           |
| 1455                                     | MD Office         | 4,499           |
| 1457                                     | My Vision Express | 329             |
| 1458                                     | Medflow           | 436             |
| 1459                                     | Medflow           | 3,603           |
| 1461                                     | My Vision Express | 329             |
| 5026                                     | iMedicware        | 4,233           |
| 1466                                     | MD Office         | 3,373           |
| 5698                                     | MD Office         | 624             |
| 1465                                     | MD Office         | 2,072           |
| 1471                                     | Medflow           | 2,541           |
| 1472                                     | My Vision Express | 804             |
| 1476                                     | My Vision Express | 329             |
| 1477                                     | MD Office         | 966             |
| 1481                                     | MD Office         | 1,542           |
| 1484                                     | Medflow           | 399             |
| 5415                                     | Management Plus   | 439             |
| 4242                                     | Management Plus   | 1,214           |
| 1489                                     | CQE               | 1,708           |
| 5092                                     | iMedicware        | 7,641           |
| 1491                                     | Management Plus   | 630             |
| 5093                                     | iMedicware        | 2,712           |
| 1499                                     | My Vision Express | 357             |
| 5440                                     | CQE               | 2,063           |
| 5425                                     | CQE               | 6,675           |
| 2882                                     | My Vision Express | 597             |
| 1504                                     | MD Office         | 9,246           |
| 1510                                     | Medflow           | 3,065           |
| 1514                                     | MD Office         | 5,357           |
| 1518                                     | My Vision Express | 852             |
| 1526                                     | MD Office         | 796             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 1528                                     | iMedicware        | 1,898           |
| 1531                                     | My Vision Express | 430             |
| 5497                                     | iMedicware        | 642             |
| 1535                                     | Medflow           | 436             |
| 1538                                     | Medflow           | 965             |
| 1555                                     | MD Office         | 1,522           |
| 5228                                     | iMedicware        | 1,552           |
| 1559                                     | iMedicware        | 65,560          |
| 1560                                     | Medflow           | 762             |
| 1562                                     | CQE               | 5,730           |
| 5028                                     | iMedicware        | 1,285           |
| 1568                                     | Medflow           | 2,577           |
| 5215                                     | My Vision Express | 74              |
| 5420                                     | CQE               | 736             |
| 1581                                     | MD Office         | 665             |
| 1583                                     | Medflow           | 506             |
| 1585                                     | My Vision Express | 329             |
| 1588                                     | My Vision Express | 732             |
| 1590                                     | CQE               | 6,780           |
| 1594                                     | Management Plus   | 321             |
| 1595                                     | Management Plus   | 398             |
| 1596                                     | Management Plus   | 430             |
| 3296                                     | My Vision Express | 329             |
| 1597                                     | CQE               | 399             |
| 5020                                     | My Vision Express | 220             |
| 1601                                     | My Vision Express | 356             |
| 5562                                     | Alta              | 18,145          |
| 1604                                     | iMedicware        | 886             |
| 1607                                     | CQE               | 7,479           |
| 1609                                     | My Vision Express | 395             |
| 1616                                     | My Vision Express | 329             |
| 4701                                     | My Vision Express | 449             |
| 5862                                     | My Vision Express | 329             |
| 1620                                     | MD Office         | 3,621           |
| 1625                                     | MD Office         | 4,313           |
| 4781                                     | My Vision Express | 358             |
| 2736                                     | My Vision Express | 66              |
| 6274                                     | My Vision Express | 329             |
| 1636                                     | My Vision Express | 329             |
| 1637                                     | My Vision Express | 528             |
| 1642                                     | MD Office         | 2,264           |
| 1644                                     | My Vision Express | 329             |
| 1647                                     | My Vision Express | 192             |
| 1648                                     | My Vision Express | 190             |
| 1651                                     | My Vision Express | 352             |
| 1650                                     | My Vision Express | 329             |
| 1209                                     | My Vision Express | 329             |
| 1654                                     | My Vision Express | 566             |
| 1655                                     | My Vision Express | 358             |
| 1656                                     | My Vision Express | 329             |
| 5180                                     | Management Plus   | 1,304           |
| 5094                                     | CQE               | 1,411           |
| 6392                                     | My Vision Express | 582             |
| 4979                                     | iMedicware        | 4,217           |
| 1666                                     | My Vision Express | 329             |
| 1667                                     | My Vision Express | 597             |
| 1317                                     | MD Office         | 750             |
| 5029                                     | iMedicware        | 1,391           |
| 1676                                     | My Vision Express | 556             |
| 1671                                     | My Vision Express | 714             |
| 1728                                     | MD Office         | 586             |
| 1681                                     | My Vision Express | 1,261           |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 1683                                     | Medflow           | 1,999           |
| 5168                                     | My Vision Express | 356             |
| 1685                                     | iMedicware        | 609             |
| 1702                                     | Management Plus   | 633             |
| 1709                                     | MD Office         | 1,457           |
| 1716                                     | MD Office         | 1,437           |
| 5560                                     | Alta              | 637             |
| 4707                                     | My Vision Express | 361             |
| 1720                                     | My Vision Express | 363             |
| 1722                                     | iMedicware        | 3,715           |
| 1721                                     | My Vision Express | 507             |
| 1755                                     | My Vision Express | 724             |
| 1731                                     | Medflow           | 480             |
| 5050                                     | iMedicware        | 6,875           |
| 1734                                     | Management Plus   | 869             |
| 1742                                     | My Vision Express | 329             |
| 1737                                     | Management Plus   | 1,949           |
| 1741                                     | MD Office         | 2,031           |
| 1748                                     | iMedicware        | 1,010           |
| 1750                                     | My Vision Express | 487             |
| 1752                                     | Management Plus   | 966             |
| 1757                                     | My Vision Express | 943             |
| 1758                                     | My Vision Express | 329             |
| 1080                                     | MD Office         | 1,174           |
| 1760                                     | My Vision Express | 329             |
| 1762                                     | Medflow           | 1,760           |
| 5096                                     | iMedicware        | 4,844           |
| 1777                                     | CQE               | 370             |
| 1782                                     | My Vision Express | 329             |
| 1784                                     | Management Plus   | 299             |
| 1786                                     | iMedicware        | 693             |
| 3884                                     | My Vision Express | 1,028           |
| 1909                                     | My Vision Express | 556             |
| 1916                                     | My Vision Express | 329             |
| 1917                                     | MD Office         | 469             |
| 1920                                     | My Vision Express | 389             |
| 1928                                     | My Vision Express | 1,382           |
| 1026                                     | Management Plus   | 349             |
| 1142                                     | My Vision Express | 395             |
| 1144                                     | My Vision Express | 329             |
| 4797                                     | My Vision Express | 329             |
| 1185                                     | MD Office         | 720             |
| 5077                                     | iMedicware        | 1,245           |
| 1222                                     | My Vision Express | 329             |
| 1268                                     | My Vision Express | 329             |
| 5080                                     | iMedicware        | 929             |
| 1276                                     | Medflow           | 399             |
| 1791                                     | My Vision Express | 408             |
| 1364                                     | My Vision Express | 555             |
| 5052                                     | iMedicware        | 1,317           |
| 1793                                     | My Vision Express | 645             |
| 1794                                     | iMedicware        | 1,041           |
| 1394                                     | Management Plus   | 264             |
| 1402                                     | My Vision Express | 869             |
| 1415                                     | My Vision Express | 357             |
| 1453                                     | MD Office         | 643             |
| 2993                                     | My Vision Express | 329             |
| 3906                                     | My Vision Express | 329             |
| 1796                                     | Management Plus   | 635             |
| 1523                                     | My Vision Express | 349             |
| 5027                                     | iMedicware        | 2,383           |
| 5053                                     | iMedicware        | 2,349           |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 1548                                     | My Vision Express | 329             |
| 1549                                     | iMedicware        | 547             |
| 1580                                     | MD Office         | 710             |
| 1801                                     | My Vision Express | 329             |
| 1690                                     | My Vision Express | 1,907           |
| 1694                                     | My Vision Express | 555             |
| 1404                                     | My Vision Express | 397             |
| 1712                                     | My Vision Express | 329             |
| 1713                                     | MD Office         | 637             |
| 5030                                     | iMedicware        | 1,199           |
| 1746                                     | My Vision Express | 329             |
| 1739                                     | My Vision Express | 487             |
| 1807                                     | My Vision Express | 419             |
| 2288                                     | My Vision Express | 352             |
| 2960                                     | My Vision Express | 350             |
| 1783                                     | My Vision Express | 68              |
| 1973                                     | iMedicware        | 498             |
| 1976                                     | iMedicware        | 1,118           |
| 5814                                     | CQE               | 199             |
| 4706                                     | My Vision Express | 329             |
| 3193                                     | My Vision Express | 192             |
| 1988                                     | CQE               | 1,095           |
| 1997                                     | My Vision Express | 408             |
| 5866                                     | My Vision Express | 329             |
| 2014                                     | My Vision Express | 329             |
| 2636                                     | My Vision Express | 404             |
| 4780                                     | My Vision Express | 329             |
| 1814                                     | My Vision Express | 329             |
| 2399                                     | MD Office         | 638             |
| 1820                                     | My Vision Express | 534             |
| 2433                                     | Management Plus   | 628             |
| 2503                                     | MD Office         | 582             |
| 1830                                     | CQE               | 165             |
| 2530                                     | My Vision Express | 425             |
| 1824                                     | Medflow           | 399             |
| 2638                                     | MD Office         | 760             |
| 2474                                     | CQE               | 266             |
| 2666                                     | MD Office         | 694             |
| 1912                                     | My Vision Express | 529             |
| 2670                                     | Management Plus   | 299             |
| 5421                                     | CQE               | 199             |
| 2677                                     | CQE               | 1,501           |
| 2684                                     | Management Plus   | 399             |
| 2697                                     | MD Office         | 624             |
| 2698                                     | Management Plus   | 594             |
| 2704                                     | My Vision Express | 950             |
| 5428                                     | iMedicware        | 1,142           |
| 2707                                     | My Vision Express | 589             |
| 3904                                     | My Vision Express | 329             |
| 2710                                     | My Vision Express | 428             |
| 2713                                     | MD Office         | 1,076           |
| 1831                                     | Management Plus   | 508             |
| 1832                                     | My Vision Express | 349             |
| 1833                                     | MD Office         | 790             |
| 5538                                     | Alta              | 3,507           |
| 2723                                     | Management Plus   | 417             |
| 2725                                     | MD Office         | 637             |
| 2729                                     | MD Office         | 846             |
| 1914                                     | iMedicware        | 1,952           |
| 2741                                     | My Vision Express | 350             |
| 2866                                     | My Vision Express | 833             |
| 1840                                     | My Vision Express | 668             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 1846                                     | My Vision Express | 329             |
| 1847                                     | My Vision Express | 329             |
| 2833                                     | My Vision Express | 227             |
| 2838                                     | My Vision Express | 930             |
| 2847                                     | MD Office         | 639             |
| 1851                                     | My Vision Express | 487             |
| 3795                                     | MD Office         | 1,690           |
| 2929                                     | My Vision Express | 356             |
| 6358                                     | iMedicware        | 354             |
| 5045                                     | iMedicware        | 614             |
| 4794                                     | My Vision Express | 408             |
| 2987                                     | My Vision Express | 329             |
| 2994                                     | MD Office         | 704             |
| 3006                                     | Management Plus   | 758             |
| 3007                                     | My Vision Express | 329             |
| 3008                                     | iMedicware        | 941             |
| 3011                                     | Management Plus   | 624             |
| 3023                                     | My Vision Express | 692             |
| 3033                                     | MD Office         | 633             |
| 1861                                     | My Vision Express | 792             |
| 2875                                     | My Vision Express | 329             |
| 5023                                     | My Vision Express | 355             |
| 2692                                     | Management Plus   | 299             |
| 1873                                     | My Vision Express | 329             |
| 3100                                     | MD Office         | 813             |
| 3103                                     | iMedicware        | 689             |
| 3125                                     | My Vision Express | 882             |
| 3126                                     | My Vision Express | 394             |
| 5158                                     | My Vision Express | 329             |
| 3141                                     | My Vision Express | 194             |
| 3160                                     | MD Office         | 807             |
| 5175                                     | CQE               | 990             |
| 3218                                     | Management Plus   | 409             |
| 3221                                     | CQE               | 940             |
| 1866                                     | My Vision Express | 329             |
| 3494                                     | My Vision Express | 329             |
| 1974                                     | MD Office         | 625             |
| 3711                                     | MD Office         | 1,237           |
| 3727                                     | CQE               | 906             |
| 3742                                     | My Vision Express | 329             |
| 5160                                     | My Vision Express | 436             |
| 2537                                     | My Vision Express | 476             |
| 3807                                     | MD Office         | 616             |
| 3808                                     | MD Office         | 574             |
| 3809                                     | Medflow           | 49              |
| 5569                                     | Alta              | 88              |
| 3813                                     | MD Office         | 1,068           |
| 3815                                     | My Vision Express | 714             |
| 5388                                     | MD Office         | 663             |
| 3845                                     | MD Office         | 1,669           |
| 3846                                     | Management Plus   | 721             |
| 3996                                     | MD Office         | 796             |
| 5213                                     | My Vision Express | 329             |
| 5140                                     | iMedicware        | 1,300           |
| 3946                                     | My Vision Express | 514             |
| 3878                                     | My Vision Express | 329             |
| 3898                                     | My Vision Express | 329             |
| 3036                                     | My Vision Express | 329             |
| 3901                                     | My Vision Express | 397             |
| 3935                                     | My Vision Express | 703             |
| 3939                                     | MD Office         | 644             |
| 5525                                     | Alta              | 1,521           |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 3069                                     | My Vision Express | 329             |
| 3959                                     | My Vision Express | 329             |
| 3969                                     | Medflow           | 917             |
| 5526                                     | Alta              | 2,361           |
| 3981                                     | MD Office         | 714             |
| 3984                                     | MD Office         | 624             |
| 5495                                     | iMedicware        | 1,010           |
| 1892                                     | My Vision Express | 329             |
| 5558                                     | Alta              | 1,312           |
| 4790                                     | iMedicware        | 494             |
| 4161                                     | MD Office         | 632             |
| 4629                                     | Management Plus   | 1,323           |
| 4326                                     | My Vision Express | 329             |
| 4414                                     | MD Office         | 508             |
| 4458                                     | MD Office         | 469             |
| 4467                                     | MD Office         | 665             |
| 4470                                     | MD Office         | 1,658           |
| 4554                                     | MD Office         | 469             |
| 4590                                     | MD Office         | 492             |
| 4625                                     | Management Plus   | 1,236           |
| 5436                                     | My Vision Express | 905             |
| 1900                                     | Medflow           | 476             |
| 4658                                     | MD Office         | 560             |
| 1903                                     | My Vision Express | 329             |
| 1808                                     | My Vision Express | 487             |
| 1931                                     | MD Office         | 469             |
| 1922                                     | Medflow           | 3,076           |
| 1925                                     | My Vision Express | 432             |
| 6414                                     | My Vision Express | 329             |
| 1943                                     | My Vision Express | 66              |
| 1953                                     | My Vision Express | 350             |
| 1957                                     | Medflow           | 2,800           |
| 1960                                     | My Vision Express | 487             |
| 1962                                     | iMedicware        | 2,007           |
| 5072                                     | iMedicware        | 1,170           |
| 1963                                     | My Vision Express | 350             |
| 1967                                     | MD Office         | 533             |
| 5097                                     | iMedicware        | 6,242           |
| 1968                                     | My Vision Express | 356             |
| 1969                                     | CQE               | 2,247           |
| 1980                                     | My Vision Express | 329             |
| 3405                                     | My Vision Express | 882             |
| 1989                                     | Management Plus   | 484             |
| 1992                                     | Medflow           | 1,692           |
| 6307                                     | My Vision Express | 1,296           |
| 1999                                     | My Vision Express | 74              |
| 2002                                     | CQE               | 3,053           |
| 2005                                     | My Vision Express | 487             |
| 2006                                     | CQE               | 4,139           |
| 2007                                     | My Vision Express | 659             |
| 2009                                     | My Vision Express | 358             |
| 5710                                     | MD Office         | 529             |
| 5115                                     | iMedicware        | 4,631           |
| 2021                                     | My Vision Express | 431             |
| 2024                                     | MD Office         | 2,631           |
| 4758                                     | MD Office         | 499             |
| 2029                                     | My Vision Express | 329             |
| 5116                                     | iMedicware        | 1,237           |
| 2033                                     | CQE               | 462             |
| 2034                                     | My Vision Express | 428             |
| 2035                                     | My Vision Express | 520             |
| 2038                                     | My Vision Express | 441             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 2039                                     | My Vision Express | 555             |
| 2049                                     | Management Plus   | 1,349           |
| 5087                                     | iMedicware        | 4,607           |
| 2043                                     | CQE               | 3,413           |
| 2045                                     | Medflow           | 249             |
| 4801                                     | iMedicware        | 8,752           |
| 1726                                     | My Vision Express | 329             |
| 2056                                     | MD Office         | 2,477           |
| 5159                                     | My Vision Express | 397             |
| 2067                                     | My Vision Express | 142             |
| 2068                                     | My Vision Express | 600             |
| 2074                                     | MD Office         | 2,750           |
| 1369                                     | MD Office         | 2,159           |
| 5713                                     | MD Office         | 2,142           |
| 2073                                     | Medflow           | 1,093           |
| 2967                                     | Management Plus   | 1,680           |
| 2099                                     | iMedicware        | 1,006           |
| 2094                                     | MD Office         | 1,452           |
| 2105                                     | CQE               | 1,878           |
| 5118                                     | iMedicware        | 3,921           |
| 2122                                     | My Vision Express | 329             |
| 2124                                     | Medflow           | 1,176           |
| 2125                                     | My Vision Express | 329             |
| 2126                                     | My Vision Express | 1,356           |
| 2127                                     | My Vision Express | 1,040           |
| 1552                                     | My Vision Express | 606             |
| 3203                                     | My Vision Express | 179             |
| 2131                                     | My Vision Express | 882             |
| 5864                                     | My Vision Express | 408             |
| 2156                                     | Management Plus   | 324             |
| 5711                                     | MD Office         | 469             |
| 2159                                     | Management Plus   | 379             |
| 3938                                     | iMedicware        | 525             |
| 2120                                     | My Vision Express | 487             |
| 4282                                     | My Vision Express | 3,419           |
| 2183                                     | CQE               | 4,335           |
| 2186                                     | iMedicware        | 987             |
| 2187                                     | Medflow           | 3,832           |
| 6410                                     | iMedicware        | 2,424           |
| 2190                                     | iMedicware        | 1,328           |
| 2191                                     | MD Office         | 8,825           |
| 4284                                     | My Vision Express | 421             |
| 4787                                     | My Vision Express | 329             |
| 2199                                     | My Vision Express | 487             |
| 2209                                     | My Vision Express | 2,508           |
| 2220                                     | MD Office         | 469             |
| 2223                                     | CQE               | 1,989           |
| 2189                                     | Management Plus   | 1,982           |
| 4634                                     | Medflow           | 106             |
| 5574                                     | Management Plus   | 326             |
| 5122                                     | iMedicware        | 4,915           |
| 5120                                     | iMedicware        | 3,777           |
| 2239                                     | iMedicware        | 694             |
| 2243                                     | My Vision Express | 598             |
| 2260                                     | My Vision Express | 329             |
| 5123                                     | iMedicware        | 1,218           |
| 6649                                     | My Vision Express | 195             |
| 5865                                     | My Vision Express | 487             |
| 2165                                     | My Vision Express | 3,687           |
| 2195                                     | My Vision Express | 556             |
| 2196                                     | My Vision Express | 364             |
| 2204                                     | Management Plus   | 561             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 4083                                     | My Vision Express | 358             |
| 5760                                     | My Vision Express | 534             |
| 2213                                     | My Vision Express | 433             |
| 5099                                     | iMedicware        | 1,006           |
| 2265                                     | Medflow           | 743             |
| 2266                                     | iMedicware        | 12,154          |
| 3970                                     | Medflow           | 1,460           |
| 2278                                     | My Vision Express | 329             |
| 2270                                     | Medflow           | 399             |
| 3189                                     | iMedicware        | 498             |
| 2282                                     | My Vision Express | 3,015           |
| 2283                                     | CQE               | 1,708           |
| 2285                                     | My Vision Express | 4,632           |
| 2291                                     | My Vision Express | 602             |
| 4691                                     | iMedicware        | 2,064           |
| 4692                                     | iMedicware        | 1,882           |
| 2303                                     | Medflow           | 2,499           |
| 5021                                     | iMedicware        | 3,773           |
| 2314                                     | Medflow           | 399             |
| 2317                                     | Medflow           | 798             |
| 2319                                     | My Vision Express | 385             |
| 2323                                     | Management Plus   | 299             |
| 5203                                     | My Vision Express | 637             |
| 2328                                     | My Vision Express | 442             |
| 5173                                     | My Vision Express | 358             |
| 2336                                     | My Vision Express | 179             |
| 2338                                     | CQE               | 5,491           |
| 6658                                     | My Vision Express | 1,679           |
| 2347                                     | CQE               | 864             |
| 5124                                     | iMedicware        | 3,574           |
| 2357                                     | iMedicware        | 6,559           |
| 2359                                     | MD Office         | 1,424           |
| 5715                                     | MD Office         | 633             |
| 2418                                     | My Vision Express | 724             |
| 2365                                     | Management Plus   | 3,772           |
| 3229                                     | My Vision Express | 329             |
| 2369                                     | CQE               | 763             |
| 6655                                     | My Vision Express | 329             |
| 6430                                     | My Vision Express | 1,277           |
| 6419                                     | My Vision Express | 1,461           |
| 6363                                     | My Vision Express | 357             |
| 2389                                     | My Vision Express | 556             |
| 2394                                     | Management Plus   | 313             |
| 4815                                     | My Vision Express | 961             |
| 2403                                     | Management Plus   | 1,196           |
| 2405                                     | MD Office         | 469             |
| 2413                                     | My Vision Express | 329             |
| 2422                                     | My Vision Express | 362             |
| 4976                                     | iMedicware        | 4,166           |
| 2428                                     | iMedicware        | 1,115           |
| 2439                                     | MD Office         | 938             |
| 2440                                     | My Vision Express | 487             |
| 2441                                     | Management Plus   | 199             |
| 2443                                     | My Vision Express | 526             |
| 4697                                     | iMedicware        | 900             |
| 2448                                     | Medflow           | 553             |
| 2454                                     | My Vision Express | 517             |
| 2455                                     | My Vision Express | 517             |
| 3096                                     | Management Plus   | 398             |
| 2461                                     | My Vision Express | 68              |
| 2462                                     | Medflow           | 1,528           |
| 2478                                     | iMedicware        | 1,224           |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 2466                                     | Medflow           | 6,466           |
| 5125                                     | iMedicware        | 968             |
| 2465                                     | My Vision Express | 247             |
| 2468                                     | CQE               | 560             |
| 5100                                     | iMedicware        | 1,500           |
| 2471                                     | Medflow           | 1,437           |
| 2481                                     | Management Plus   | 217             |
| 2485                                     | My Vision Express | 408             |
| 4729                                     | iMedicware        | 929             |
| 2498                                     | My Vision Express | 329             |
| 6289                                     | iMedicware        | 7,073           |
| 2504                                     | CQE               | 114             |
| 2512                                     | iMedicware        | 4,339           |
| 2514                                     | My Vision Express | 1,451           |
| 2475                                     | Medflow           | 758             |
| 2523                                     | CQE               | 397             |
| 2527                                     | MD Office         | 715             |
| 5677                                     | iMedicware        | 1,036           |
| 2532                                     | My Vision Express | 179             |
| 4977                                     | CQE               | 9,313           |
| 2540                                     | My Vision Express | 329             |
| 2015                                     | MD Office         | 674             |
| 2545                                     | My Vision Express | 1,270           |
| 2546                                     | My Vision Express | 329             |
| 2550                                     | CQE               | 626             |
| 2552                                     | MD Office         | 627             |
| 5219                                     | My Vision Express | 516             |
| 2559                                     | My Vision Express | 329             |
| 2562                                     | CQE               | 660             |
| 5227                                     | MD Office         | 569             |
| 2570                                     | Management Plus   | 2,161           |
| 4745                                     | My Vision Express | 535             |
| 4980                                     | iMedicware        | 929             |
| 2578                                     | My Vision Express | 516             |
| 2895                                     | My Vision Express | 329             |
| 2583                                     | My Vision Express | 329             |
| 2584                                     | iMedicware        | 1,139           |
| 2588                                     | My Vision Express | 487             |
| 2594                                     | My Vision Express | 497             |
| 2598                                     | CQE               | 684             |
| 2611                                     | My Vision Express | 329             |
| 2617                                     | My Vision Express | 356             |
| 2614                                     | My Vision Express | 672             |
| 2615                                     | My Vision Express | 349             |
| 2621                                     | CQE               | 4,075           |
| 5804                                     | My Vision Express | 1,277           |
| 2625                                     | My Vision Express | 329             |
| 2626                                     | My Vision Express | 329             |
| 2630                                     | My Vision Express | 1,031           |
| 2653                                     | My Vision Express | 1,874           |
| 2657                                     | Management Plus   | 6,334           |
| 2662                                     | My Vision Express | 349             |
| 2688                                     | My Vision Express | 616             |
| 5523                                     | Alta              | 15,935          |
| 5971                                     | My Vision Express | 329             |
| 5773                                     | iMedicware        | 0               |
| 2752                                     | My Vision Express | 916             |
| 4769                                     | My Vision Express | 645             |
| 2756                                     | CQE               | 5,434           |
| 4731                                     | CQE               | 4,616           |
| 2769                                     | My Vision Express | 68              |
| 6418                                     | My Vision Express | 358             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 4685                                     | My Vision Express | 329             |
| 2779                                     | CQE               | 713             |
| 5101                                     | iMedicware        | 1,076           |
| 2783                                     | MD Office         | 1,312           |
| 2786                                     | My Vision Express | 540             |
| 2652                                     | Medflow           | 539             |
| 4762                                     | CQE               | 9,373           |
| 2794                                     | My Vision Express | 329             |
| 2797                                     | My Vision Express | 607             |
| 5167                                     | My Vision Express | 179             |
| 2800                                     | CQE               | 513             |
| 2995                                     | CQE               | 1,018           |
| 2743                                     | My Vision Express | 364             |
| 2815                                     | My Vision Express | 329             |
| 2817                                     | iMedicware        | 2,243           |
| 2820                                     | Medflow           | 98              |
| 2822                                     | CQE               | 917             |
| 5226                                     | My Vision Express | 3,056           |
| 5037                                     | iMedicware        | 4,420           |
| 2843                                     | CQE               | 199             |
| 2848                                     | MD Office         | 2,302           |
| 2851                                     | Management Plus   | 1,383           |
| 2852                                     | My Vision Express | 556             |
| 2853                                     | My Vision Express | 560             |
| 4957                                     | iMedicware        | 20              |
| 2859                                     | My Vision Express | 882             |
| 6656                                     | My Vision Express | 329             |
| 2865                                     | My Vision Express | 521             |
| 1869                                     | My Vision Express | 395             |
| 1381                                     | My Vision Express | 517             |
| 2898                                     | My Vision Express | 329             |
| 2902                                     | My Vision Express | 562             |
| 2905                                     | MD Office         | 608             |
| 5009                                     | iMedicware        | 1,287           |
| 4138                                     | CQE               | 1,525           |
| 5103                                     | iMedicware        | 1,279           |
| 2920                                     | My Vision Express | 428             |
| 2924                                     | My Vision Express | 2,961           |
| 2926                                     | My Vision Express | 329             |
| 5859                                     | iMedicware        | 3,013           |
| 2930                                     | My Vision Express | 4,252           |
| 6283                                     | iMedicware        | 1,477           |
| 2938                                     | Medflow           | 1,395           |
| 2947                                     | Management Plus   | 2,250           |
| 2951                                     | My Vision Express | 358             |
| 2957                                     | My Vision Express | 68              |
| 5111                                     | iMedicware        | 7,802           |
| 2962                                     | iMedicware        | 3,749           |
| 4955                                     | iMedicware        | 2,292           |
| 2977                                     | MD Office         | 515             |
| 5260                                     | My Vision Express | 353             |
| 2999                                     | My Vision Express | 4,018           |
| 2997                                     | My Vision Express | 329             |
| 1281                                     | My Vision Express | 408             |
| 3022                                     | CQE               | 948             |
| 3024                                     | MD Office         | 469             |
| 3041                                     | Medflow           | 874             |
| 3043                                     | CQE               | 7,846           |
| 1910                                     | My Vision Express | 329             |
| 3047                                     | CQE               | 7,947           |
| 3048                                     | MD Office         | 704             |
| 3053                                     | My Vision Express | 329             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 3055                                     | iMedicare         | 137             |
| 5385                                     | Management Plus   | 299             |
| 2542                                     | Medflow           | 1,778           |
| 2382                                     | iMedicare         | 2,708           |
| 5127                                     | iMedicare         | 3,282           |
| 4974                                     | iMedicare         | 3,549           |
| 4967                                     | iMedicare         | 10,651          |
| 5036                                     | iMedicare         | 20,833          |
| 5010                                     | iMedicare         | 9,994           |
| 3059                                     | My Vision Express | 358             |
| 4598                                     | My Vision Express | 871             |
| 3063                                     | MD Office         | 994             |
| 5723                                     | MD Office         | 692             |
| 3067                                     | CQE               | 1,772           |
| 3073                                     | MD Office         | 469             |
| 3080                                     | MD Office         | 1,164           |
| 2383                                     | My Vision Express | 691             |
| 3101                                     | My Vision Express | 787             |
| 3107                                     | Medflow           | 2,068           |
| 3109                                     | iMedicare         | 3,623           |
| 5546                                     | Alta              | 17,454          |
| 3116                                     | Medflow           | 504             |
| 3118                                     | Medflow           | 1,924           |
| 3111                                     | CQE               | 188             |
| 3114                                     | Medflow           | 2,113           |
| 3115                                     | Management Plus   | 218             |
| 3119                                     | MD Office         | 4,242           |
| 3120                                     | MD Office         | 4,921           |
| 6635                                     | CQE               | 4,752           |
| 6290                                     | My Vision Express | 4,407           |
| 3382                                     | MD Office         | 941             |
| 3136                                     | My Vision Express | 698             |
| 4954                                     | iMedicare         | 11,669          |
| 2844                                     | CQE               | 3,298           |
| 3139                                     | iMedicare         | 3,154           |
| 3140                                     | My Vision Express | 349             |
| 3928                                     | My Vision Express | 379             |
| 5104                                     | iMedicare         | 35,232          |
| 3145                                     | My Vision Express | 556             |
| 1043                                     | My Vision Express | 329             |
| 3146                                     | CQE               | 2,303           |
| 5406                                     | My Vision Express | 566             |
| 4235                                     | My Vision Express | 329             |
| 4097                                     | My Vision Express | 1,040           |
| 3159                                     | MD Office         | 1,164           |
| 5106                                     | iMedicare         | 2,088           |
| 3164                                     | MD Office         | 1,357           |
| 3167                                     | Medflow           | 741             |
| 3168                                     | My Vision Express | 762             |
| 3171                                     | MD Office         | 1,407           |
| 3172                                     | My Vision Express | 566             |
| 3173                                     | MD Office         | 9,646           |
| 4986                                     | iMedicare         | 1,282           |
| 3177                                     | CQE               | 18,130          |
| 5038                                     | iMedicare         | 6,067           |
| 3182                                     | CQE               | 557             |
| 3184                                     | CQE               | 3,492           |
| 3187                                     | Management Plus   | 2,280           |
| 3195                                     | Management Plus   | 299             |
| 3196                                     | Medflow           | 1,210           |
| 3491                                     | My Vision Express | 329             |
| 3209                                     | My Vision Express | 350             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 3224                                     | MD Office         | 1,813           |
| 3231                                     | My Vision Express | 1,648           |
| 4742                                     | My Vision Express | 329             |
| 3236                                     | MD Office         | 2,165           |
| 3249                                     | My Vision Express | 329             |
| 3250                                     | MD Office         | 21,856          |
| 3251                                     | Medflow           | 5,735           |
| 3253                                     | My Vision Express | 329             |
| 3254                                     | My Vision Express | 30              |
| 3258                                     | My Vision Express | 531             |
| 3259                                     | Management Plus   | 299             |
| 3265                                     | My Vision Express | 944             |
| 3268                                     | My Vision Express | 329             |
| 3271                                     | CQE               | 911             |
| 3273                                     | MD Office         | 680             |
| 3274                                     | MD Office         | 503             |
| 3275                                     | My Vision Express | 1,335           |
| 3276                                     | Management Plus   | 398             |
| 3277                                     | My Vision Express | 179             |
| 3278                                     | My Vision Express | 329             |
| 5391                                     | MD Office         | 469             |
| 3291                                     | MD Office         | 2,022           |
| 3294                                     | My Vision Express | 487             |
| 3295                                     | Management Plus   | 299             |
| 3293                                     | My Vision Express | 724             |
| 3297                                     | CQE               | 4,372           |
| 3300                                     | My Vision Express | 356             |
| 2434                                     | iMedicware        | 355             |
| 3303                                     | Management Plus   | 299             |
| 4724                                     | My Vision Express | 329             |
| 3283                                     | Management Plus   | 320             |
| 3287                                     | Medflow           | 740             |
| 3289                                     | MD Office         | 497             |
| 6399                                     | CQE               | 600             |
| 3309                                     | MD Office         | 938             |
| 3319                                     | MD Office         | 1,186           |
| 3324                                     | Management Plus   | 2,272           |
| 3329                                     | My Vision Express | 882             |
| 4964                                     | iMedicware        | 4,530           |
| 3342                                     | iMedicware        | 1,753           |
| 3343                                     | My Vision Express | 350             |
| 3345                                     | My Vision Express | 346             |
| 3346                                     | My Vision Express | 516             |
| 5548                                     | Alta              | 2,997           |
| 3350                                     | My Vision Express | 355             |
| 3352                                     | My Vision Express | 600             |
| 3355                                     | My Vision Express | 329             |
| 3356                                     | My Vision Express | 329             |
| 3360                                     | My Vision Express | 487             |
| 5205                                     | My Vision Express | 357             |
| 3364                                     | My Vision Express | 782             |
| 3682                                     | My Vision Express | 353             |
| 3367                                     | MD Office         | 4,903           |
| 3368                                     | CQE               | 1,492           |
| 3369                                     | CQE               | 5,329           |
| 3370                                     | Medflow           | 2,283           |
| 3371                                     | Management Plus   | 327             |
| 3373                                     | Medflow           | 4,342           |
| 3374                                     | Medflow           | 3,487           |
| 3375                                     | CQE               | 2,593           |
| 3378                                     | Medflow           | 399             |
| 3379                                     | Management Plus   | 382             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 3336                                     | My Vision Express | 8,940           |
| 3384                                     | My Vision Express | 329             |
| 3389                                     | My Vision Express | 329             |
| 3391                                     | My Vision Express | 329             |
| 3423                                     | My Vision Express | 487             |
| 5163                                     | My Vision Express | 530             |
| 3388                                     | My Vision Express | 487             |
| 3400                                     | My Vision Express | 329             |
| 3404                                     | My Vision Express | 329             |
| 3408                                     | My Vision Express | 502             |
| 3409                                     | My Vision Express | 1,324           |
| 3412                                     | My Vision Express | 408             |
| 3424                                     | My Vision Express | 349             |
| 3439                                     | My Vision Express | 724             |
| 3446                                     | My Vision Express | 555             |
| 3451                                     | MD Office         | 469             |
| 3453                                     | My Vision Express | 2,825           |
| 3455                                     | My Vision Express | 397             |
| 3456                                     | My Vision Express | 329             |
| 3461                                     | My Vision Express | 329             |
| 3464                                     | My Vision Express | 2,110           |
| 6644                                     | My Vision Express | 1,201           |
| 5576                                     | MD Office         | 503             |
| 3473                                     | MD Office         | 1,161           |
| 3474                                     | My Vision Express | 329             |
| 4076                                     | My Vision Express | 1,383           |
| 3478                                     | Medflow           | 1,750           |
| 3480                                     | My Vision Express | 2,060           |
| 3481                                     | Management Plus   | 897             |
| 4982                                     | iMedicware        | 3,616           |
| 3490                                     | My Vision Express | 329             |
| 3488                                     | Management Plus   | 953             |
| 4741                                     | My Vision Express | 1,305           |
| 3495                                     | CQE               | 306             |
| 3497                                     | Management Plus   | 852             |
| 3498                                     | CQE               | 378             |
| 4973                                     | iMedicware        | 1,932           |
| 3500                                     | MD Office         | 798             |
| 6647                                     | My Vision Express | 1,277           |
| 3504                                     | My Vision Express | 663             |
| 3506                                     | My Vision Express | 350             |
| 3508                                     | My Vision Express | 487             |
| 3510                                     | MD Office         | 2,606           |
| 3511                                     | MD Office         | 3,553           |
| 3518                                     | My Vision Express | 356             |
| 5784                                     | CQE               | 171             |
| 3532                                     | My Vision Express | 329             |
| 3588                                     | My Vision Express | 273             |
| 3566                                     | My Vision Express | 357             |
| 3539                                     | My Vision Express | 863             |
| 1412                                     | My Vision Express | 549             |
| 3546                                     | My Vision Express | 1,111           |
| 3562                                     | My Vision Express | 352             |
| 3548                                     | My Vision Express | 356             |
| 3550                                     | My Vision Express | 645             |
| 3556                                     | My Vision Express | 1,328           |
| 3565                                     | My Vision Express | 342             |
| 3563                                     | My Vision Express | 1,028           |
| 3570                                     | My Vision Express | 527             |
| 3572                                     | My Vision Express | 687             |
| 3576                                     | My Vision Express | 950             |
| 3584                                     | My Vision Express | 329             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 4460                                     | My Vision Express | 4,592           |
| 5006                                     | My Vision Express | 329             |
| 3594                                     | MD Office         | 2,116           |
| 3597                                     | MD Office         | 542             |
| 3598                                     | MD Office         | 469             |
| 6416                                     | My Vision Express | 724             |
| 3605                                     | My Vision Express | 436             |
| 6336                                     | My Vision Express | 329             |
| 3609                                     | MD Office         | 1,164           |
| 1804                                     | MD Office         | 2,898           |
| 3614                                     | iMedicware        | 4,735           |
| 3627                                     | Medflow           | 432             |
| 5863                                     | iMedicware        | 7,018           |
| 5264                                     | MD Office         | 1,955           |
| 3632                                     | Management Plus   | 299             |
| 4960                                     | iMedicware        | 1,015           |
| 3098                                     | Medflow           | 1,070           |
| 3637                                     | My Vision Express | 349             |
| 3641                                     | CQE               | 171             |
| 3649                                     | My Vision Express | 358             |
| 3651                                     | My Vision Express | 791             |
| 3654                                     | CQE               | 20,627          |
| 3665                                     | MD Office         | 521             |
| 3669                                     | My Vision Express | 359             |
| 3667                                     | CQE               | 11,968          |
| 6409                                     | My Vision Express | 530             |
| 4545                                     | CQE               | 1,399           |
| 3674                                     | My Vision Express | 487             |
| 5492                                     | iMedicware        | 1,006           |
| 3690                                     | CQE               | 827             |
| 4043                                     | My Vision Express | 515             |
| 3699                                     | Management Plus   | 10,424          |
| 3702                                     | Medflow           | 8,202           |
| 3703                                     | My Vision Express | 271             |
| 6315                                     | My Vision Express | 679             |
| 5834                                     | CQE               | 17,268          |
| 3712                                     | CQE               | 16,835          |
| 6308                                     | My Vision Express | 329             |
| 3720                                     | My Vision Express | 355             |
| 3723                                     | My Vision Express | 349             |
| 3728                                     | Management Plus   | 2,497           |
| 3729                                     | CQE               | 1,458           |
| 3735                                     | My Vision Express | 265             |
| 3736                                     | My Vision Express | 393             |
| 3738                                     | MD Office         | 1,701           |
| 3737                                     | iMedicware        | 5,276           |
| 3741                                     | MD Office         | 889             |
| 5768                                     | My Vision Express | 329             |
| 3746                                     | CQE               | 668             |
| 4075                                     | CQE               | 1,410           |
| 3755                                     | Management Plus   | 515             |
| 3756                                     | Medflow           | 819             |
| 3757                                     | Management Plus   | 402             |
| 5733                                     | MD Office         | 875             |
| 3715                                     | Management Plus   | 445             |
| 3769                                     | Management Plus   | 324             |
| 5498                                     | Medflow           | 29,403          |
| 3775                                     | My Vision Express | 1,968           |
| 3778                                     | My Vision Express | 527             |
| 3786                                     | Management Plus   | 770             |
| 3788                                     | MD Office         | 6,236           |
| 4963                                     | iMedicware        | 2,341           |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 3802                                     | My Vision Express | 527             |
| 5970                                     | My Vision Express | 321             |
| 5108                                     | iMedicware        | 1,006           |
| 3805                                     | My Vision Express | 408             |
| 3817                                     | CQE               | 3,484           |
| 3819                                     | Medflow           | 133             |
| 5532                                     | Alta              | 17,859          |
| 3824                                     | My Vision Express | 537             |
| 3825                                     | My Vision Express | 589             |
| 3826                                     | My Vision Express | 487             |
| 3841                                     | My Vision Express | 352             |
| 3835                                     | My Vision Express | 352             |
| 3838                                     | Management Plus   | 217             |
| 3839                                     | MD Office         | 5,135           |
| 2133                                     | My Vision Express | 1,140           |
| 2828                                     | iMedicware        | 1,862           |
| 4818                                     | MD Office         | 2,289           |
| 3844                                     | My Vision Express | 397             |
| 1157                                     | My Vision Express | 329             |
| 3869                                     | My Vision Express | 329             |
| 3871                                     | Medflow           | 2,482           |
| 3873                                     | MD Office         | 469             |
| 3867                                     | My Vision Express | 487             |
| 5141                                     | iMedicware        | 1,002           |
| 3887                                     | My Vision Express | 1,452           |
| 3895                                     | My Vision Express | 1,026           |
| 4017                                     | iMedicware        | 656             |
| 4019                                     | iMedicware        | 609             |
| 3910                                     | My Vision Express | 349             |
| 3912                                     | iMedicware        | 7,184           |
| 3914                                     | My Vision Express | 124             |
| 3915                                     | My Vision Express | 329             |
| 4744                                     | My Vision Express | 179             |
| 3936                                     | My Vision Express | 487             |
| 3941                                     | My Vision Express | 356             |
| 5142                                     | iMedicware        | 5,043           |
| 3949                                     | Medflow           | 477             |
| 3952                                     | My Vision Express | 1,231           |
| 3954                                     | My Vision Express | 329             |
| 3956                                     | My Vision Express | 227             |
| 3958                                     | CQE               | 1,150           |
| 3960                                     | My Vision Express | 329             |
| 3964                                     | My Vision Express | 352             |
| 5144                                     | iMedicware        | 32,532          |
| 5130                                     | iMedicware        | 82,485          |
| 6304                                     | iMedicware        | 10,394          |
| 6276                                     | iMedicware        | 17,792          |
| 6277                                     | iMedicware        | 13,831          |
| 5494                                     | iMedicware        | 20              |
| 6636                                     | My Vision Express | 329             |
| 5819                                     | My Vision Express | 329             |
| 6297                                     | My Vision Express | 429             |
| 5850                                     | My Vision Express | 329             |
| 5813                                     | My Vision Express | 329             |
| 5820                                     | My Vision Express | 329             |
| 3989                                     | My Vision Express | 645             |
| 1995                                     | My Vision Express | 430             |
| 6411                                     | My Vision Express | 329             |
| 5812                                     | My Vision Express | 329             |
| 1993                                     | My Vision Express | 462             |
| 5811                                     | My Vision Express | 329             |
| 5852                                     | My Vision Express | 329             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 5828                                     | My Vision Express | 329             |
| 6354                                     | My Vision Express | 329             |
| 3987                                     | My Vision Express | 487             |
| 3986                                     | My Vision Express | 429             |
| 5806                                     | My Vision Express | 329             |
| 5808                                     | My Vision Express | 329             |
| 6623                                     | My Vision Express | 429             |
| 2114                                     | CQE               | 5,578           |
| 3995                                     | My Vision Express | 430             |
| 4716                                     | Management Plus   | 1,222           |
| 4000                                     | CQE               | 1,014           |
| 4001                                     | iMedicware        | 852             |
| 4003                                     | My Vision Express | 349             |
| 5086                                     | iMedicware        | 3,777           |
| 4012                                     | My Vision Express | 329             |
| 4031                                     | Medflow           | 484             |
| 4033                                     | My Vision Express | 487             |
| 4037                                     | iMedicware        | 1,411           |
| 2896                                     | Management Plus   | 576             |
| 4020                                     | CQE               | 1,049           |
| 4025                                     | Management Plus   | 1,386           |
| 4027                                     | Management Plus   | 363             |
| 4028                                     | Medflow           | 1,917           |
| 4029                                     | Medflow           | 2,841           |
| 4041                                     | Medflow           | 1,012           |
| 4051                                     | MD Office         | 366             |
| 4053                                     | MD Office         | 823             |
| 4047                                     | Medflow           | 3,151           |
| 4054                                     | My Vision Express | 329             |
| 4965                                     | iMedicware        | 3,085           |
| 4063                                     | My Vision Express | 329             |
| 4065                                     | My Vision Express | 355             |
| 4067                                     | MD Office         | 3,256           |
| 5822                                     | iMedicware        | 114             |
| 5561                                     | Alta              | 4,711           |
| 4158                                     | MD Office         | 522             |
| 4080                                     | My Vision Express | 516             |
| 4085                                     | My Vision Express | 522             |
| 5524                                     | Alta              | 18,348          |
| 4091                                     | My Vision Express | 795             |
| 4092                                     | My Vision Express | 329             |
| 4096                                     | CQE               | 1,906           |
| 5679                                     | iMedicware        | 1,140           |
| 4100                                     | Management Plus   | 214             |
| 4101                                     | My Vision Express | 347             |
| 5206                                     | My Vision Express | 429             |
| 6372                                     | My Vision Express | 329             |
| 5156                                     | My Vision Express | 429             |
| 6298                                     | My Vision Express | 429             |
| 4128                                     | My Vision Express | 108             |
| 6622                                     | My Vision Express | 329             |
| 4115                                     | My Vision Express | 429             |
| 5847                                     | My Vision Express | 429             |
| 6626                                     | My Vision Express | 329             |
| 4130                                     | My Vision Express | 429             |
| 6338                                     | My Vision Express | 429             |
| 4116                                     | My Vision Express | 329             |
| 4134                                     | My Vision Express | 329             |
| 4133                                     | My Vision Express | 443             |
| 1154                                     | My Vision Express | 836             |
| 6425                                     | My Vision Express | 429             |
| 5947                                     | My Vision Express | 329             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 6625                                     | My Vision Express | 329             |
| 5946                                     | My Vision Express | 329             |
| 4823                                     | My Vision Express | 329             |
| 6251                                     | My Vision Express | 329             |
| 4125                                     | My Vision Express | 429             |
| 6312                                     | My Vision Express | 429             |
| 5945                                     | My Vision Express | 329             |
| 6624                                     | My Vision Express | 279             |
| 5397                                     | My Vision Express | 429             |
| 4129                                     | My Vision Express | 1,347           |
| 4127                                     | My Vision Express | 429             |
| 5398                                     | My Vision Express | 329             |
| 6337                                     | My Vision Express | 858             |
| 4117                                     | My Vision Express | 940             |
| 6648                                     | My Vision Express | 453             |
| 4152                                     | Management Plus   | 385             |
| 4153                                     | My Vision Express | 356             |
| 4154                                     | Medflow           | 117,296         |
| 4159                                     | Medflow           | 1,537           |
| 4160                                     | My Vision Express | 354             |
| 3516                                     | My Vision Express | 358             |
| 4165                                     | Medflow           | 854             |
| 4166                                     | My Vision Express | 356             |
| 4176                                     | My Vision Express | 924             |
| 5088                                     | iMedicware        | 4,013           |
| 4191                                     | My Vision Express | 534             |
| 4194                                     | My Vision Express | 329             |
| 4198                                     | Medflow           | 9,750           |
| 4199                                     | My Vision Express | 329             |
| 4209                                     | My Vision Express | 363             |
| 4734                                     | Management Plus   | 324             |
| 4215                                     | Management Plus   | 2,247           |
| 4226                                     | My Vision Express | 1,354           |
| 5687                                     | Management Plus   | 1,304           |
| 4231                                     | iMedicware        | 9,640           |
| 4237                                     | My Vision Express | 149             |
| 4238                                     | My Vision Express | 350             |
| 4240                                     | My Vision Express | 1,197           |
| 4246                                     | My Vision Express | 362             |
| 2910                                     | My Vision Express | 556             |
| 6645                                     | My Vision Express | 329             |
| 4961                                     | iMedicware        | 7,495           |
| 4251                                     | Medflow           | 7,232           |
| 4258                                     | Management Plus   | 1,400           |
| 5948                                     | My Vision Express | 329             |
| 2135                                     | iMedicware        | 872             |
| 4263                                     | My Vision Express | 879             |
| 6421                                     | My Vision Express | 329             |
| 4278                                     | Medflow           | 4,712           |
| 2155                                     | MD Office         | 1,416           |
| 4276                                     | My Vision Express | 1,303           |
| 5152                                     | My Vision Express | 451             |
| 2185                                     | Medflow           | 2,642           |
| 4286                                     | My Vision Express | 356             |
| 4287                                     | My Vision Express | 329             |
| 4268                                     | My Vision Express | 549             |
| 4272                                     | My Vision Express | 394             |
| 4292                                     | MD Office         | 1,633           |
| 2429                                     | Management Plus   | 299             |
| 5802                                     | My Vision Express | 487             |
| 4304                                     | MD Office         | 2,488           |
| 4308                                     | My Vision Express | 358             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 4314                                     | CQE               | 19,184          |
| 4315                                     | MD Office         | 1,800           |
| 4316                                     | Management Plus   | 1,374           |
| 4319                                     | My Vision Express | 329             |
| 4325                                     | My Vision Express | 658             |
| 4327                                     | MD Office         | 1,622           |
| 4331                                     | Management Plus   | 388             |
| 4334                                     | CQE               | 4,425           |
| 5567                                     | Alta              | 4,000           |
| 4342                                     | My Vision Express | 194             |
| 5061                                     | iMedicware        | 1,282           |
| 4340                                     | My Vision Express | 356             |
| 4343                                     | My Vision Express | 356             |
| 5738                                     | MD Office         | 533             |
| 4344                                     | MD Office         | 535             |
| 5740                                     | MD Office         | 490             |
| 5741                                     | MD Office         | 490             |
| 5742                                     | MD Office         | 534             |
| 5739                                     | MD Office         | 557             |
| 5744                                     | MD Office         | 533             |
| 5746                                     | MD Office         | 512             |
| 5743                                     | MD Office         | 1,174           |
| 5745                                     | MD Office         | 578             |
| 4346                                     | My Vision Express | 961             |
| 4348                                     | My Vision Express | 487             |
| 4350                                     | MD Office         | 7,575           |
| 6652                                     | CQE               | 2,168           |
| 4358                                     | My Vision Express | 960             |
| 4360                                     | MD Office         | 661             |
| 4364                                     | My Vision Express | 684             |
| 1603                                     | Management Plus   | 317             |
| 4367                                     | My Vision Express | 329             |
| 4368                                     | My Vision Express | 624             |
| 4371                                     | Management Plus   | 1,287           |
| 4377                                     | CQE               | 773             |
| 4765                                     | iMedicware        | 5,335           |
| 4381                                     | Medflow           | 1,624           |
| 4382                                     | My Vision Express | 487             |
| 6413                                     | My Vision Express | 631             |
| 6408                                     | My Vision Express | 596             |
| 6407                                     | My Vision Express | 596             |
| 4958                                     | iMedicware        | 9,363           |
| 4397                                     | My Vision Express | 329             |
| 4398                                     | My Vision Express | 7,673           |
| 4399                                     | My Vision Express | 1,186           |
| 4400                                     | My Vision Express | 3,144           |
| 4404                                     | MD Office         | 3,652           |
| 4406                                     | Medflow           | 441             |
| 4408                                     | My Vision Express | 329             |
| 5246                                     | iMedicware        | 21,731          |
| 4412                                     | Management Plus   | 2,069           |
| 2850                                     | My Vision Express | 354             |
| 4415                                     | My Vision Express | 356             |
| 5024                                     | iMedicware        | 3,400           |
| 4421                                     | My Vision Express | 3,191           |
| 4423                                     | My Vision Express | 329             |
| 4446                                     | MD Office         | 692             |
| 4723                                     | My Vision Express | 1,119           |
| 5979                                     | iMedicware        | 929             |
| 4450                                     | My Vision Express | 1,098           |
| 4452                                     | My Vision Express | 349             |
| 4455                                     | My Vision Express | 329             |

| Customer by Salesforce ID <sup>[1]</sup> | Business Unit     | Monthly Revenue |
|------------------------------------------|-------------------|-----------------|
| 1944                                     | My Vision Express | 329             |
| 4459                                     | My Vision Express | 329             |
| 1744                                     | My Vision Express | 66              |
| 4764                                     | My Vision Express | 329             |
| 4463                                     | MD Office         | 637             |
| 4468                                     | My Vision Express | 627             |
| 4473                                     | iMedicware        | 3,777           |
| 4486                                     | Management Plus   | 212             |
| 4494                                     | My Vision Express | 74              |
| 4500                                     | My Vision Express | 428             |
| 4503                                     | iMedicware        | 1,050           |
| 4506                                     | Management Plus   | 576             |
| 2521                                     | My Vision Express | 934             |
| 2940                                     | My Vision Express | 596             |
| 4518                                     | My Vision Express | 356             |
| 3578                                     | My Vision Express | 356             |
| 4798                                     | My Vision Express | 357             |
| 4517                                     | My Vision Express | 329             |
| 5221                                     | My Vision Express | 527             |
| 4523                                     | My Vision Express | 175             |
| 4740                                     | My Vision Express | 350             |
| 2831                                     | My Vision Express | 1,423           |
| 4534                                     | My Vision Express | 624             |
| 4541                                     | My Vision Express | 957             |
| 1972                                     | MD Office         | 664             |
| 3266                                     | MD Office         | 2,608           |
| 3618                                     | My Vision Express | 329             |
| 4511                                     | My Vision Express | 556             |
| 4530                                     | My Vision Express | 329             |
| 4532                                     | My Vision Express | 329             |
| 4543                                     | My Vision Express | 450             |
| 4544                                     | MD Office         | 5,231           |
| 4546                                     | My Vision Express | 408             |
| 4548                                     | My Vision Express | 363             |
| 4549                                     | My Vision Express | 673             |
| 5486                                     | iMedicware        | 5,274           |
| 5113                                     | Medflow           | 2,357           |
| 4561                                     | My Vision Express | 525             |
| 4564                                     | My Vision Express | 1,042           |
| 4651                                     | My Vision Express | 516             |
| 4567                                     | CQE               | 736             |
| 4568                                     | My Vision Express | 395             |
| 5066                                     | iMedicware        | 1,259           |
| 4583                                     | iMedicware        | 4,386           |
| 4589                                     | My Vision Express | 329             |
| 4591                                     | MD Office         | 707             |
| 4595                                     | My Vision Express | 968             |
| 4596                                     | Management Plus   | 367             |
| 5964                                     | My Vision Express | 362             |
| 4739                                     | My Vision Express | 355             |
| 4601                                     | My Vision Express | 566             |
| 4609                                     | My Vision Express | 408             |
| 4610                                     | My Vision Express | 1,363           |
| 4613                                     | MD Office         | 750             |
| 5049                                     | iMedicware        | 3,317           |
| 4614                                     | MD Office         | 5,242           |
| 3183                                     | Medflow           | 645             |
| 4602                                     | Medflow           | 569             |
| 4675                                     | My Vision Express | 724             |
| 4604                                     | My Vision Express | 329             |
| 4607                                     | My Vision Express | 329             |
| 5870                                     | My Vision Express | 408             |

| Customer by Salesforce ID <sup>[1]</sup>                                                                                                                                                                             | Business Unit     | Monthly Revenue  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|
| 4778                                                                                                                                                                                                                 | My Vision Express | 356              |
| 4620                                                                                                                                                                                                                 | MD Office         | 1,323            |
| 4623                                                                                                                                                                                                                 | MD Office         | 2,293            |
| 4631                                                                                                                                                                                                                 | My Vision Express | 358              |
| 2989                                                                                                                                                                                                                 | My Vision Express | 329              |
| 1214                                                                                                                                                                                                                 | My Vision Express | 1,074            |
| 4636                                                                                                                                                                                                                 | My Vision Express | 537              |
| 5047                                                                                                                                                                                                                 | iMediware         | 2,787            |
| 4640                                                                                                                                                                                                                 | My Vision Express | 329              |
| 4641                                                                                                                                                                                                                 | My Vision Express | 329              |
| 4643                                                                                                                                                                                                                 | Medflow           | 514              |
| 4644                                                                                                                                                                                                                 | My Vision Express | 555              |
| 1099                                                                                                                                                                                                                 | My Vision Express | 359              |
| 4649                                                                                                                                                                                                                 | My Vision Express | 429              |
| 3002                                                                                                                                                                                                                 | Management Plus   | 598              |
| 1899                                                                                                                                                                                                                 | My Vision Express | 329              |
| 4650                                                                                                                                                                                                                 | Medflow           | 2,142            |
| 4687                                                                                                                                                                                                                 | My Vision Express | 690              |
| 4653                                                                                                                                                                                                                 | Medflow           | 1,637            |
| 4570                                                                                                                                                                                                                 | My Vision Express | 541              |
| 3142                                                                                                                                                                                                                 | My Vision Express | 329              |
| 4665                                                                                                                                                                                                                 | My Vision Express | 349              |
| <b>Total Revenue per Month per Active Customer</b>                                                                                                                                                                   |                   | <b>2,449,041</b> |
| <sup>[1]</sup> List of Active Customers - Does not include ~600 MVE customers that collectively account for approx. \$3K/month. This list includes all customers, some of which may not have an associated contract. |                   |                  |

**(e) all Contracts that are material to the operation of the Business and that Sellers' counterpart(y)(ies) may terminate without more than 90 days' prior notice without a breach thereof by Sellers:**

1. AWS Private Pricing Addendum, dated March 16, 2022, by and between Amazon Web Services, Inc, and ECL Group, LLC, as found in the terms contained on the AWS Customer Agreement.
2. Application Services Distribution Agreement, dated March 31, 2017, by and between DrFirst.com, Inc. and ECL Group LLC dba Eye Care Leaders; as amended March 31, 2017 to add INFINID service; as further amended on February 12, 2018, February 28, 2018, September 30, 2018, January 21, 2021, September 1, 2021, April 25, 2022, March 20, 2023, May 1, 2023 and September 28, 2023.
3. Microsoft Cloud Reseller Agreement by and between ECL Group, LLC and Microsoft.
4. Paychex Service Agreement, dated May 25, 2022, by and between Paychex, Inc. and ECL Group, LLC.
5. Cloud Services Agreement between ECL Group, LLC and Salesforce.
6. Practice Insight Value-Added Reseller Agreement, dated January 18, 2018, by and between Practice Insight, LLC and ECL Group, LLC.
7. Reseller Partner Agreement - HIPPA compliant cloud fax services, by and between Medflow, Inc. and Softlinx, Inc.
8. Employment Services Agreement with Remote Technology Services, Inc.
9. Consulting Agreement, dated April 23, 2024, by and between Eye Care Leaders and Lift Data Services, LLC.
10. Consulting Agreement, dated April 19, 2024, by and between Eye Care Leaders Portfolio Holdings, LLC and Rock Canyon LTD.
11. Master Services Agreement, dated February 15, 2023, by and between Eye Care Leaders Holdings and FocalPoint Advisors LLC.<sup>4</sup>

**(f) all Contracts with any material supplier of the Business:**

1. Service Agreement, dated January 1, 2019, by and between ECL Group, LLC and ECLL Private Ltd; as amended by that certain addendum to the agreement dated March 30, 2022.
2. Agreement by and between ECL Group, LLC and the Philippines Operation Center Global Solutions, Inc.
3. Value Added Reseller Master Agreement, dated December 18, 2017, by and between AdvancedMD, Inc. and ECL Holdings, LLC.
4. AWS Private Pricing Addendum, dated March 16, 2022, by and between Amazon Web Services, Inc, and ECL Group, LLC.
5. Amendment, dated February 1, 2023, to Emdeon Business Services EDI Partner Standard Agreement, dated July 25, 2008, by and between Change Healthcare Solutions, LLC and iMedicWare Inc.
6. MyMipScore Services Reseller Agreement, dated August 1, 2023, by and between Darena Solutions LLC and Eye Care Leaders Portfolio Holdings, LLC.

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<sup>4</sup> The only document on file is the statement of work which references the Master Agreement.

7. My MipScore Services Agreement, dated December 16, 2022, by and between Darena Solutions LLC and Eye Care Leaders Portfolio Holdings, LLC.
8. BlueButton Pro Enterprise Services Reseller Agreement, dated August 18, 2022, by and between Darena Solutions LLC and Eye Care Leaders Holdings, LLC.
9. Application Services Distribution Agreement, dated March 31, 2017, by and between DrFirst.com, Inc. and ECL Group LLC dba Eye Care Leaders; as amended March 31, 2017 to add INFINID service; as further amended on February 12, 2018, February 28, 2018, September 30, 2018, January 21, 2021, September 1, 2021, April 25, 2022, March 20, 2023, May 1, 2023 and September 28, 2023.
10. Microsoft Cloud Reseller Agreement, undated, by and between Microsoft Corporation and ECL Group, LLC.
11. IT Services Agreement, dated January 18, 2013, by and between Network Providers, Inc. and Alta Medical Management.
12. Paychex Service Agreement, dated May 25, 2022, by and between Paychex, Inc. and ECL Group, LLC.
13. Order Form, dated August 3, 2022, by and between ECL Group, LLC and Salesforce, Inc.
14. Order Form, dated March 31, 2023, by and between Healthcare Leaders Group and Talkdesk, Inc.
15. Master Services Agreement, dated February 15, 2023, by and between VerityStream, Inc. and Alta Medical Management.
16. Practice Insight Value-Added Reseller Agreement, dated January 18, 2018, by and between Practice Insight, LLC and ECL Group, LLC.
17. Subscriber Agreement, dated December 6, 2019, by and between ZirMed, Inc. d/b/a Waystar Health and Eyecare Partners, LLC.
18. Level 1 Business Partner Agreement, dated June 8, 2021, by and between Waystar, Inc. and MD Office Manager.
19. Subscriber Agreement, dated November 30, 2011, by and between ZirMed, Inc. and Alta Medical Billing, as amended from time to time.
20. Subscriber Agreement, dated December 14, 2023, by and between Waystar, Inc. and Eyecare Services Partners-HST.
21. SMS services agreement, by and between ECL Group, LLC and Twilio Inc.
22. License Agreement, dated March 23, 2015, by and between Alta Medical Management and Navicare Inc.

**(g) all Contracts with any Governmental Entity related to the Business:**

None, other than customer contracts disclosed above.

**(h) all employment, confidentiality, and/or noncompetition Contracts with employees of any Seller and Contracts with independent contractors or consultants (or similar arrangements) engaged in connection with the Business, in each case providing for cash compensation exceeding \$25,000 per year:**

| Owner                                    | General Description  | Counterparty                |
|------------------------------------------|----------------------|-----------------------------|
| ECL Group, LLC                           | Consulting Agreement | Candor Global Services, LLC |
| Eye Care Leaders Portfolio Holdings, LLC | Consulting Agreement | Chavan Karthik              |
| Eye Care Leaders Portfolio Holdings, LLC | Employment Agreement | Emmanuel Bernabe            |

| Owner                                    | General Description              | Counterparty                               |
|------------------------------------------|----------------------------------|--------------------------------------------|
| Eye Care Leaders Portfolio Holdings, LLC | Consulting Agreement             | Gerald Meltzer, MD                         |
| Alta Billing, LLC                        | Independent Contractor Agreement | Global Innovative Technology Partners, LLC |
| Alta Billing, LLC                        | Independent Contractor Agreement | Kenneth Warner                             |
| Eye Care Leaders Portfolio Holdings, LLC | Consulting Agreement             | Maia Gilis                                 |
| Eye Care Leaders Portfolio Holdings, LLC | Employment Agreement             | Nicholas Peddle                            |
| Eye Care Leaders Portfolio Holdings, LLC | Employment Agreement             | Phil Marsciano                             |
| Eye Care Leaders Portfolio Holdings, LLC | Employment Agreement             | Preetam Sirur                              |
| Eye Care Leaders Portfolio Holdings, LLC | Consulting Agreement             | Randall HR Insights LLC                    |
| ECL Group, LLC                           | Employment Services Contract     | Remote Technology Services, Inc.           |
| Eye Care Leaders Portfolio Holdings, LLC | Employment Agreement             | Sophie Turrell                             |
| Eye Care Leaders Portfolio Holdings, LLC | Employment Agreement             | Taylor Caldwell                            |
| Eye Care Leaders Holdings, LLC           | Consulting Agreement             | Trigg Digital Ltd                          |
| Eye Care Leaders Portfolio Holdings, LLC | Consulting Agreement             | Abhineet Soni                              |
| ECL Group LLC                            | Consulting Agreement             | Mykhailo Sultanov                          |
| ECL Group LLC                            | Consulting Agreement             | Lift Data Services, LLC                    |
| Eye Care Leaders Portfolio Holdings, LLC | Consulting Agreement             | Rock Canyon Ltd                            |
| Eye Care Leaders Portfolio Holdings LLC  | Master Services Agreement        | FocalPoint Advisors LLC                    |

**(i) all Contracts between any Seller, on the one hand, and any Lindberg Affiliate, on the other.**

1. Service Agreement, dated January 1, 2019, by and between ECL Group, LLC and ECLL Private Ltd; as amended by that certain addendum to the agreement dated March 30, 2022.
2. Agreement by and between ECL Group, LLC and the Philippines Operation Center Global Solutions, Inc.

**(j) all Contracts with any Current FTE, a third party who employs or has directly engaged a Current FTE, or otherwise relating to the work or services of any Current FTE:**

1. Employment Contract, dated November 9, 2022, by and between Sophie Turrell and Eye Care Leaders Portfolio Holdings, LLC.
2. Employment Contract, dated April 4, 2022, by and between Emmanuel G. Bernabe, Jr., Esq. and Eye Care Leaders Portfolio Holdings, LLC.
3. Employment Contract, dated January 14, 2024, by and between Nicholas Peddle and Eye Care Leaders Portfolio Holdings, LLC.
4. Employment Contract, dated January 14, 2024, by and between Taylor Caldwell and Eye Care Leaders Portfolio Holdings, LLC.
5. Employment Contract, dated January 14, 2024, by and between Philip Marsicano and Eye Care Leaders Portfolio Holdings, LLC.
6. Employment Contract, dated January 14, 2024, by and between Remote Technology Services LTD (Catherine Stevens and Subroto Sanyal) and ECL Group, LLC.

**(k) all Contracts with any Workforce Employer, any member of the Workforce Personnel, or otherwise relating to the work or services of any Workforce Employer or Workforce Personnel (and to the extent any of the foregoing are not memorialized in a written Contract, a detailed summary of any arrangements relating to the foregoing):**

1. Service Agreement, dated January 1, 2019, by and between ECL Group, LLC and ECLL Private Ltd; as amended by that certain addendum to the agreement dated March 30, 2022.
2. Agreement by and between ECL Group, LLC and the Philippines Operation Center Global Solutions, Inc.

**(l) all Contracts with any Person involved in the development, creation, generation and/or maintenance of any Software.**

All Contracts disclosed in this Disclosure Schedule by and between any Seller, on the one hand, and any Current Employee, Workforce Employee and Workforce Employer, on the other, is hereby incorporated into this Section 3.6(l) by this reference.

The following independent contractors as evidenced by the following contracts are also involved:

1. Consulting Agreement, dated April 23, 2024, by and between Eye Care Leaders and Lift Data Services, LLC.
2. Consulting Agreement, dated April 19, 2024, by and between Eye Care Leaders Portfolio Holdings, LLC and Rock Canyon LTD.
3. Master Services Agreement, dated February 15, 2023, by and between Eye Care Leaders Holdings and FocalPoint Advisors LLC.<sup>5</sup>

**(m) all Contracts that limit or purport to limit the ability of any Seller to compete in any line of business or with any Person or in any geographic area during any period of time.**

None.

**(n) all Contracts for the sale of any 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.**

None.

**(o) all other Contracts that are material to the operation of the Business and not previously disclosed herein.**

1. Master Service Agreement, dated April 1, 2015, by and between Flexential Corp. f/k/a Peak 10m Inc. and Insight Software, LLC; as amended by the Renewal Agreement dated October 1, 2018.
2. Business Partner Agreement, dated November 22, 2009, by and between Medflow, Inc. and MedNetwoRx, LLC.
3. Class Action Settlement Agreement, by and among ECL Group, LLC, ECL Holdings, LLC, Eye Care Leaders Holdings, LLC, Eye Care Leaders Portfolio Holdings, LLC, Integrity EMR, LLC, Integrity Holdings, LLC, Alta Billing, LLC, and Alta Billing Holdings, LLC, Alliance Ophthalmology, PLLC, Dallas Retina Center, PLLC, Texas Eye and Cataract, PLLC, Hofacre Optometric Corporation, Kimberly Farley, Chad Forrester, Jean Byers, Detrina Solomon, and Kimberly Sandvig.

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<sup>5</sup> The only document on file is the statement of work which references the Master Agreement.

*Term Loans*

| Underlying borrower       | Lender Name                                             | Agent Name                     | Maturity Date | Interest / Dividend Rate | Outstanding Principal |
|---------------------------|---------------------------------------------------------|--------------------------------|---------------|--------------------------|-----------------------|
| Alta Billing LLC          | Capital Assets Fund III, LLC (CAF III)                  | Colorado Bankers Life Ins. Co. | Dec. 31, 2029 | 5.00%                    | \$2,038,112           |
| Alta Billing LLC          | Met Life II Trust (Metlife)                             | Northstar                      | Dec. 31, 2029 | 5.00%                    | \$1,129,866           |
| DJRTC LLC                 | Agusta Asset Management, LLC (AAM)                      | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$560,246             |
| DJRTC LLC                 | Baldwin Asset Management, LLC (BAM)                     | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$1,200,732           |
| DJRTC LLC                 | Forest Park Asset Management, LLC (FPAM)                | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$1,117,932           |
| DJRTC LLC                 | Gilford Asset Management, LLC (GAM)                     | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$934,147             |
| DJRTC LLC                 | Hampton Asset Management, Inc. (HAM)                    | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$1,523,023           |
| DJRTC LLC                 | Jackson Asset Management, Inc. (JAM)                    | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$1,523,023           |
| DJRTC LLC                 | Kite Asset Management, LLC (KAM)                        | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$3,046,047           |
| DJRTC LLC                 | Marshall Asset Management, LLC (MAM)                    | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$1,574,633           |
| ECL Group LLC             | Academy Association, Inc. (AAI)                         |                                | Dec. 31, 2029 | NA                       | \$229,000             |
| IMW EMR LLC               | Capital Assets Fund II, LLC (CAF II)                    |                                | Jun. 30, 2029 | 5.50%                    | \$5,875,741           |
| IMW EMR LLC               | Capital Assets Fund III, LLC (CAF III)                  |                                | Dec. 31, 2029 | 5.00%                    | \$1,132,395           |
| IMW EMR LLC               | Capital Assets Fund V, LLC (CAF V)                      |                                | Dec. 31, 2029 | 5.00%                    | \$1,145,007           |
| IMW EMR LLC               | Met Life II Trust (Metlife)                             |                                | Dec. 31, 2029 | 5.00%                    | \$378,516             |
| IMW EMR LLC               | Northstar Financial Insurance Services, Ltd. (NFS)      | Colorado Bankers Life Ins. Co. | Jun. 30, 2029 | 5.50%                    | \$1,104,308           |
| IMW EMR LLC               | Northstar Financial Insurance Services, Ltd. (NFS)      |                                | Dec. 31, 2029 | 5.00%                    | \$1,911,524           |
| IMW EMR LLC               | Paradise Asset Management (PAM)                         | Colorado Bankers Life Ins. Co. | Jun. 30, 2029 | 5.50%                    | \$2,464,461           |
| IMW EMR LLC               | Paradise Asset Management (PAM)                         |                                | Dec. 31, 2029 | 5.00%                    | \$1,219,265           |
| IMW EMR LLC               | PBLA ULICO (PBLA)                                       |                                | Dec. 31, 2029 | 5.00%                    | \$11,480,403          |
| IMW EMR LLC               | Rockdale Asset Management, LLC (RAM)                    | Colorado Bankers Life Ins. Co. | Jun. 30, 2029 | 5.50%                    | \$3,696,691           |
| IMW EMR LLC               | Summerville Asset Management, Inc. (SAM)                |                                | Jun. 30, 2029 | 5.50%                    | \$1,645,564           |
| IMW EMR LLC               | Summerville Asset Management, Inc. (SAM)                |                                | Dec. 31, 2029 | 5.00%                    | \$4,580,027           |
| Insight Software, LLC     | Academy Association, Inc. (AAI)                         |                                | Jun. 30, 2029 | NA                       | \$110,000             |
| Insight Software, LLC     | Academy Financial Assets, LLC (AFA) - (LOD merger loan) |                                | Dec. 31, 2029 | 5.00%                    | \$43,399              |
| Insight Software, LLC     | Capital Asset Fund I LLC - (ERP merger loan)            |                                | Jun. 30, 2029 | 5.50%                    | \$373,660             |
| Insight Software, LLC     | Capital Asset Fund I LLC - (HCCS merger loan)           |                                | Jun. 30, 2029 | 5.50%                    | \$162,297             |
| Insight Software, LLC     | Capital Asset Fund I LLC - (LOD merger loan)            |                                | Jun. 30, 2029 | 5.50%                    | \$95,617              |
| Integrity EMR Holding LLC | Capital Asset Fund I LLC (CAF I)                        |                                | Jun. 30, 2029 | 5.50%                    | \$555,535             |
| Integrity EMR LLC         | Marshall Asset Management, LLC (MAM)                    |                                | Dec. 31, 2029 | 5.00%                    | \$2,674,336           |

| Underlying borrower                         | Lender Name                               | Agent Name                     | Maturity Date | Interest / Dividend Rate | Outstanding Principal |
|---------------------------------------------|-------------------------------------------|--------------------------------|---------------|--------------------------|-----------------------|
| IOPW holdings                               | AAI Asset Transfer Loan (CAF I)           | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$344,935             |
| KeyMed LLC                                  | Agusta Asset Management, LLC (AAM)        | Colorado Bankers Life Ins. Co. | Dec. 31, 2029 | 5.00%                    | \$1,222,560           |
| MD Office LLC                               | Ephesus Asset Management (EAM)            | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$759,818             |
| MD Office LLC                               | Gilford Asset Management, LLC (GAM)       | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$78,664              |
| MD Office LLC                               | Kite Asset Management, LLC (KAM)          | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$1,182,230           |
| MD Office LLC                               | SLBF IX-CAF IV                            | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$5,790,938           |
| MD Office LLC                               | Tybee Island Asset Management, LLC (TIAM) | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$2,112,059           |
| MD Office LLC                               | Damascus Asset Management, Inc. (DAM)     | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$422,412             |
| MDO Group Holding LLC                       | Capital Assets Fund, LLC (CAF)            |                                | Dec. 31, 2029 | 5.00%                    | \$1,322,663           |
| MDX LLC                                     | Capital Asset Fund I LLC (CAF I)          | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$2,044,850           |
| MNI Holdings, LLC (f/k/a MVE Holdings, LLC) | Academy Financial Assets, LLC (AFA)       | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$691,355             |
| MNI Holdings, LLC (f/k/a MVE Holdings, LLC) | Academy Financial Assets, LLC (AFA)       | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$682,225             |
| MNI Holdings, LLC (f/k/a MVE Holdings, LLC) | Baldwin Asset Management, LLC (BAM)       | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$2,975,760           |
| MNI Holdings, LLC (f/k/a MVE Holdings, LLC) | Capital Asset Fund I LLC (CAF I)          |                                | Dec. 31, 2029 | 5.00%                    | \$98,908              |
| MNI Holdings, LLC (f/k/a MVE Holdings, LLC) | Capital Asset Fund I LLC (CAF I)          |                                | Dec. 31, 2029 | 5.00%                    | \$3,116,669           |
| MNI Holdings, LLC (f/k/a MVE Holdings, LLC) | Ephesus Asset Management (EAM)            | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$1,921,016           |
| MNI Holdings, LLC (f/k/a MVE Holdings, LLC) | Hampton Asset Management, Inc. (HAM)      | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$1,921,016           |
| MNI Holdings, LLC (f/k/a MVE Holdings, LLC) | Iron City Asset Management, LLC (ICAM)    | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$1,238,792           |
| MNI Holdings, LLC (f/k/a MVE Holdings, LLC) | Jackson Asset Management, Inc. (JAM)      | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$1,229,662           |
| MRX Holdings LLC                            | AAI Asset Transfer Loan (CAF 1)           | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$2,436,878           |
| MRX Holdings LLC                            | Academy Financial Assets, LLC (AFA)       |                                |               | 6.00%                    | \$1,584,578           |
| MRX Holdings LLC                            | Capital Assets Fund II, LLC (CAF II)      | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$91,884              |
| MRX Holdings LLC                            | Capital Assets Fund III, LLC (CAF III)    | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$110,261             |
| MRX Holdings LLC                            | Capital Assets Fund IV, LLC (CAF IV)      | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$428,792             |
| MRX Holdings LLC                            | Capital Assets Fund V, LLC (CAF V)        | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$722,820             |
| MRX Holdings LLC                            | Iron City Asset Management, LLC (ICAM)    | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$134,102             |
| MRX Holdings LLC                            | Iron City Asset Management, LLC (ICAM)    | Southland Nat'l Ins. Corp.     | Dec. 31, 2029 | 5.00%                    | \$79,239              |
| MRX Holdings LLC                            | Met Life II Trust (Metlife)               | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$208,357             |
| MRX Holdings LLC                            | Northstar                                 | Southland Nat'l Ins. Corp.     | Jun. 30, 2029 | 5.50%                    | \$214,308             |

| Underlying borrower                   | Lender Name                              | Agent Name                 | Maturity Date | Interest / Dividend Rate | Outstanding Principal |
|---------------------------------------|------------------------------------------|----------------------------|---------------|--------------------------|-----------------------|
| MRX Holdings LLC                      | Northstar                                | Southland Nat'l Ins. Corp. | Dec. 31, 2029 | 5.00%                    | \$1,120,663           |
| MRX Holdings LLC                      | Paradise Asset Management (PAM)          | Southland Nat'l Ins. Corp. | Jun. 30, 2029 | 5.50%                    | \$1,642,321           |
| MRX Holdings LLC                      | Rockdale Asset Management, LLC (RAM)     | Southland Nat'l Ins. Corp. | Jun. 30, 2029 | 5.50%                    | \$3,552,846           |
| MRX Holdings LLC                      | Summerville Asset Management, Inc. (SAM) | Southland Nat'l Ins. Corp. | Jun. 30, 2029 | 5.50%                    | \$1,776,423           |
| MRX Holdings LLC                      | Summerville Asset Management, Inc. (SAM) | Southland Nat'l Ins. Corp. | Dec. 31, 2029 | 5.00%                    | \$1,041,413           |
| Penn Medical Informatics Systems, LLC | Capital Assets Fund II, LLC (CAF II)     | Southland Nat'l Ins. Corp. | Dec. 31, 2029 | 5.00%                    | \$538,357             |
| Penn Medical Informatics Systems, LLC | Forest Park Asset Management, LLC (FPAM) | Southland Nat'l Ins. Corp. | Jun. 30, 2029 | 5.50%                    | \$395,368             |
| Penn Medical Informatics Systems, LLC | Gilford Asset Management, LLC (GAM)      | Southland Nat'l Ins. Corp. | Jun. 30, 2029 | 5.50%                    | \$2,352,230           |
| Penn Medical Informatics Systems, LLC | Gilford Asset Management, LLC (GAM)      | Southland Nat'l Ins. Corp. | Dec. 31, 2029 | 5.00%                    | \$2,783,421           |
| Penn Medical Informatics Systems, LLC | Marshall Asset Management, LLC (MAM)     | Southland Nat'l Ins. Corp. | Dec. 31, 2029 | 5.00%                    | \$1,214,167           |
| PMX LLC                               | AAI Asset Transfer Loan (CAF I)          | Southland Nat'l Ins. Corp. | Dec. 31, 2029 | 5.00%                    | \$480,025             |
| PMX LLC                               | Academy Financial Assets, LLC (AFA)      | Southland Nat'l Ins. Corp. | Dec. 31, 2029 | 5.00%                    | \$1,580,535           |

**Exceptions to the representations and warranties contained in Section 3.6 of the Agreement**

None.

### **Schedule 3.7 – Intellectual Property**

#### **(a) Intellectual Property**

##### **(i) Software**

| <b>Owner</b>                               | <b>General Description</b>                                                                                                                |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| iMedicWare, Inc.                           | iMedicWare™ ("iMW") Electronic Healthcare Record and Practice Management Software Platform, and all related components                    |
| My Vision Express, Inc.                    | My Vision Express(TM) ("MVE") Electronic Healthcare Record and Practice Management Software Platform, and all related components          |
| Medflow, Inc.                              | Medflow(TM) Electronic Healthcare Record Software Platform, and all related components                                                    |
| The Hoehne Group – Software Division, Inc. | Management Plus(TM) ("M+" or "M Plus") Electronic Healthcare Record and Practice Management Software Platform, and all related components |
| MD Office, LLC                             | MD Office(TM) ("MDO") Electronic Healthcare Record and Practice Management Software Platform, and all related components                  |
| Integrity EMR, LLC                         | MyCare Integrity™ EHR ("Integrity"), MyCare Integrity™ Practice Management Software Platform, and all related components                  |
| IO Practiceware, Inc.                      | IO PracticeWare™ EHR ("IOP", "IO Practiceware"), IO PracticeWare™ Practice Management, and all related components                         |
| PennMedical Informatics Systems, LLC       | EyeDoc® EHR ("PennMed"), EyeDoc® Practice Management, and all related components                                                          |
| KeyMed, LLC                                | KeyChart™ EHR ("KeyMed"), KeyMed™ Practice Management, and all related components                                                         |

##### **(ii) Intellectual Property owned by Seller and used in or related to the Business**

#### ***Other Intangibles***

| <b>Owner</b>   | <b>General Description</b>                                      |
|----------------|-----------------------------------------------------------------|
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.eyereachpatients.com      |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.mycareanalyticslogin.com  |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.mycareimw.com             |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.mycaresuite.com           |
| ECL Group, LLC | Deluxe Wildcard SSL Certificate - *.integritylogin.com          |
| ECL Group, LLC | Standard SSL Certificate - clinicalqualityexperts.com           |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.lensondemand.com          |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.eclimedicware.com         |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.eyecareleaders.com        |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.iopracitcware.com         |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.managementplus.com        |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.mvecloud.com              |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.mveportal.com             |
| ECL Group, LLC | Standard Wildcard SSL Certificate - *.online.managementplus.com |
| ECL Group, LLC | Standard SSL Certificate - my.mveportal.com                     |
| ECL Group, LLC | Standard SSL Certificate - imonitor.windsoreyeclinic.com        |
| ECL Group, LLC | Standard SSL Certificate - imwcloud.imedicapps.com              |
| ECL Group, LLC | Standard SSL Certificate - erxstaging.medflow.com               |
| ECL Group, LLC | Standard SSL Certificate - erxstaging.medflow.com               |
| ECL Group, LLC | Standard SSL Certificate - medflow.com                          |
| ECL Group, LLC | Standard SSL Certificate - mve.medflow.com                      |
| ECL Group, LLC | Standard SSL Certificate - wsus.medflow.com                     |

*Trademarks / Misc.*

| Owner                                      | General Description                                                | Registration No.    | Registration Date |
|--------------------------------------------|--------------------------------------------------------------------|---------------------|-------------------|
| Integrity EMR Holdings, LLC                | Trademark                                                          | Unregistered        |                   |
| Medflow Holdings, LLC                      | Trademark                                                          | Unregistered        |                   |
| Alta Billing, LLC                          | Customer Relationship                                              |                     |                   |
| Medflow Holdings, LLC                      | Customer Relationship                                              |                     |                   |
| The Hoehne Group – Software Division, Inc. | Acquisition                                                        |                     |                   |
| ECL Group, LLC                             | Trademark - Healthcare Leaders Group- USPTO - pending              | Serial No. 97433239 | 5/27/22           |
| ECL Group, LLC                             | Trademark - EYE CARE LEADERS - USPTO                               | 5586925             | 10/16/18          |
| ECL Group, LLC                             | Trademark - EYECARE LEADERS and Design - USPTO                     | 5697871             | 3/12/19           |
| ECL Group, LLC                             | Trademark - MYCARE IMEDICWARE - USPTO                              | 5852280             | 9/3/19            |
| ECL Group, LLC                             | Trademark - MYCARE SERVICES and Design - USPTO                     | 5852281             | 9/3/19            |
| ECL Group, LLC                             | Trademark - MYCARE INTEGRITY - USPTO                               | 5852279             | 9/3/19            |
| ECL Group, LLC                             | Trademark - M MYCARE SUITE and Design - USPTO                      | 5915288             | 11/19/19          |
| ECL Group, LLC                             | Trademark - INTEGRITY and Design - USPTO                           | 6581256             | 12/7/21           |
| ECL Group, LLC                             | Trademark - IMEDICWARE and Design - USPTO                          | 6830310             | 8/30/22           |
| ECL Group, LLC                             | Trademark - CLINICAL QUALITY EXPERTS - USPTO                       | 6881658             | 10/18/22          |
| Insight Software, LLC                      | Trademark - MY VISION EXPRESS - USPTO                              | 3338754             | 11/20/07          |
| Insight Software, LLC                      | Trademark - MY VISION EXPRESS and Design-USPTO                     | 4193603             | 8/21/12           |
| Penn Medical Informatics Systems, LLC      | Trademark - EYEDOC - USPTO                                         | 2877645             | 8/24/04           |
| Penn Medical Informatics Systems, LLC      | Trademark - PENN MEDICAL INFORMATICS SYSTEMS - USPTO               | 3007237             | 10/18/05          |
| Penn Medical Informatics Systems, LLC      | Trademark - PENN MEDICAL INFORMATICS SYSTEMS - IPONZ (New Zealand) |                     |                   |
| Penn Medical Informatics Systems, LLC      | Trademark - EYEDOC - IPA (Australia)                               |                     |                   |
| Penn Medical Informatics Systems, LLC      | Trademark - EYEDOC - Canada (CIPO)                                 |                     |                   |
| The Hoehne Group – Software Division, Inc. | Trademark - MANAGEMENTPLUS - USPTO                                 | 5107695             | 12/27/16          |
| The Hoehne Group – Software Division, Inc. | Trademark - MANAGEMENTPLUS - IPI (India)                           |                     |                   |
| The Hoehne Group – Software Division, Inc. | Trademark - MANAGEMENT PLUS and Design - USPTO                     | 5158804             | 3/14/17           |
| Alta Billing, LLC                          | Trademark - ALTA MEDICAL MANAGEMENT and Design - USPTO             | Unregistered        |                   |
| Alta Billing, LLC                          | Trademark - ALTA MEDICAL MANAGEMENT - USPTO                        | Unregistered        |                   |
| KeyMed, LLC                                | Trademark - KEYCHART - USPTO                                       | Unregistered        |                   |
| KeyMed, LLC                                | Trademark - KEYMED - USPTO                                         | Unregistered        |                   |
| KeyMed, LLC                                | Trademark - KEYOPTICAL - USPTO                                     | Unregistered        |                   |

| Official Due Date | Action           | IP Office             | Literal Element  | Status                          | Registration Number | Registration Date | Class Descriptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| 08/24/2024        | Renewal          | United States (USPTO) | EYEDOC           | Registered and renewed          | 2877645             | 08/24/2004        | 009 - Computer Software providing electronic medical records for eye doctors, creating detailed chart notes, referral and consultation letters, eyeglasses, contact lenses and medication prescriptions, patient handouts and automated operative reports; Computer hardware                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10/16/2024        | Affidavit of Use | United States (USPTO) | EYE CARE LEADERS | Registered - Principal Register | 5586925             | 10/16/2018        | 009 - Software for use by ophthalmology professionals in practice management, creating and maintaining electronic health records, and communicating with patients, providers and vendors; software for use by ambulatory surgery centers in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; software for use by ophthalmology professionals for use in conducting point-of-sale transactions, inventory management and shipment tracking of optical products; software for use by ophthalmology professionals and ambulatory surgery centers for providing data analytics concerning financial data, operations, clinical outcomes, utilization and regulatory compliance; downloadable electronic publications in the nature of magazines in the field of ophthalmology practice management; electronic publications, namely, magazines in the field of ophthalmology practice management recorded on computer media |

| Official Due Date | Action | IP Office | Literal Element | Status | Registration Number | Registration Date | Class Descriptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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|                   |        |           |                 |        |                     |                   | <p>035 - Value-added reseller services, namely, distributorship services featuring electronic health record and practice management software; independent sales representatives in the field of computer software; commercial administration of licensing of electronic health record and practice management software; business management services, namely, administration of patient engagement, billing and revenue cycle management and patient engagement for others; administration, billing and reconciliation of accounts on behalf of others; medical billing; employment staffing in the field of healthcare; providing reimbursement benchmarking information and other market intelligence to healthcare organizations; providing online business reputation monitoring, management and improvement services relating to online visibility, reputation and reviews; Business reputation management and improvement services, namely, collecting feedback from consumers and providing solutions to business owners to publish the feedback on personal websites, review websites and social media sites; accounts receivable billing services; online retail store services featuring optical products; business data analysis; business consulting services in the field of medical practice management; business consultation services in the fields of regulation compliance</p> <p>036 - debt collection; account collection services, namely, collection of debts for others in the field of ophthalmology practices; financing services; providing working capital</p> <p>042 - Providing temporary use of online non-downloadable software for use by ophthalmology professionals in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; providing temporary use of online non-downloadable software for use by ambulatory surgery centers in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; providing temporary use of online non-downloadable software for use by ophthalmology professionals for use in conducting point-of-sale transactions, inventory management and shipment tracking of optical products; providing temporary use of online non-downloadable software for software for use by ophthalmology professionals and ambulatory surgery centers for providing data analytics concerning financial data, operations, clinical outcomes, utilization and regulatory compliance; consulting services in the field of using online non-downloadable software to access medical records and administrative medical practice record for medical professionals</p> <p>044 - Consulting services in the field of maintaining medical records and administrative medical practice records for medical professionals; providing an online computer database for maintaining medical records and administrative medical practice records</p> |

| Official Due Date | Action           | IP Office             | Literal Element | Status                          | Registration Number | Registration Date | Class Descriptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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|                   |                  |                       |                 |                                 |                     |                   | 045 - Regulatory compliance consulting in the field of health care                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 03/12/2025        | Affidavit of Use | United States (USPTO) | EYECARE LEADERS | Registered - Principal Register | 5697871             | 03/12/2019        | <p>009 - Software for use by ophthalmology professionals in practice management, creating and maintaining electronic health records, and communicating with patients, providers and vendors; software for use by ambulatory surgery centers in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; software for use by ophthalmology professionals for use in conducting point-of-sale transactions, inventory management and shipment tracking of optical products; software for use by ophthalmology professionals and ambulatory surgery centers for providing data analytics concerning financial data, operations, clinical outcomes, utilization and regulatory compliance; downloadable electronic publications in the nature of magazines in the field of ophthalmology practice management; electronic publications, namely, magazines in the field of ophthalmology practice management recorded on computer media</p> <p>035 - Value-added reseller services, namely, distributorship services featuring electronic health record and practice management software; independent sales representatives in the field of computer software; commercial administration of licensing of electronic health record and practice management software; business management services, namely, administration of patient engagement, billing and revenue cycle management and patient engagement for others; administration, billing and reconciliation of accounts on behalf of others; medical billing; employment staffing in the field of healthcare; providing reimbursement benchmarking information and other market intelligence to healthcare organizations; providing online business reputation monitoring, management and improvement services relating to online visibility, reputation and reviews; Business reputation management and improvement services, namely, collecting feedback from consumers and providing solutions to business owners to publish the feedback on personal websites, review websites and social media sites; accounts receivable billing services; online retail store services featuring optical products; business data analysis; business consulting services in the field of medical practice management; business consultation services in the fields of regulation compliance</p> <p>036 - debt collection; account collection services, namely, collection of debts for others in the field of ophthalmology practices; financing services; providing working capital</p> <p>042 - Providing temporary use of online non-downloadable software for use by ophthalmology professionals in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; providing temporary use of online non-downloadable software for use by ambulatory surgery centers in practice management, creating</p> |

| Official Due Date | Action           | IP Office             | Literal Element  | Status                          | Registration Number | Registration Date | Class Descriptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------|------------------|-----------------------|------------------|---------------------------------|---------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   |                  |                       |                  |                                 |                     |                   | and maintaining electronic health records and communicating with patients, providers and vendors; providing temporary use of online non-downloadable software for use by ophthalmology professionals for use in conducting point-of-sale transactions, inventory management and shipment tracking of optical products; providing temporary use of online non-downloadable software for software for use by ophthalmology professionals and ambulatory surgery centers for providing data analytics concerning financial data, operations, clinical outcomes, utilization and regulatory compliance; consulting services in the field of using online non-downloadable software to access medical records and administrative medical practice record for medical professionals<br><br>044 - Consulting services in the field of maintaining medical records and administrative medical practice records for medical professionals; providing an online computer database for maintaining medical records and administrative medical practice records<br><br>045 - Regulatory compliance consulting in the field of health care                           |
| 03/15/2025        | Renewal          | United States (USPTO) | KEYCHART         | Registered and renewed          | 2932967             | 03/15/2005        | 009 - COMPUTER SOFTWARE FOR MAINTAINING AND TRACKING ELECTRONIC MEDICAL RECORDS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 09/03/2025        | Affidavit of Use | United States (USPTO) | MYCARE SERVICES  | Registered - Principal Register | 5852281             | 09/03/2019        | 036 - debt collection; account collection services, namely, collection of debts for others in the field of ophthalmology practices; financing services; providing working capital<br><br>044 - Consulting services in the field of maintaining medical records and administrative medical practice records for medical professionals; providing an online computer database for maintaining medical records and administrative medical practice records<br><br>045 - Regulatory compliance consulting in the field of health care                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 09/03/2025        | Affidavit of Use | United States (USPTO) | MYCARE INTEGRITY | Registered - Principal Register | 5852279             | 09/03/2019        | 009 - Software for use by ophthalmology professionals in practice management, creating and maintaining electronic health records, and communicating with patients, providers and vendors; software for use by ambulatory surgery centers in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; software for use by ophthalmology professionals for use in conducting point-of-sale transactions, inventory management and shipment tracking of optical products; software for use by ophthalmology professionals and ambulatory surgery centers for providing data analytics concerning financial data, operations, clinical outcomes, utilization and regulatory compliance; downloadable electronic publications in the nature of magazines in the field of ophthalmology practice management; electronic publications, namely, magazines in the field of ophthalmology practice management recorded on computer media<br><br>035 - Value-added reseller services, namely, distributorship services featuring electronic health record and practice management software; |

| Official Due Date | Action           | IP Office             | Literal Element   | Status                          | Registration Number | Registration Date | Class Descriptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------|------------------|-----------------------|-------------------|---------------------------------|---------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   |                  |                       |                   |                                 |                     |                   | independent sales representatives in the field of computer software; commercial administration of licensing of electronic health record and practice management software; business management services, namely, administration of patient engagement, billing and revenue cycle management and patient engagement for others; administration, billing and reconciliation of accounts on behalf of others; medical billing; employment staffing in the field of healthcare; providing reimbursement benchmarking information and other market intelligence to healthcare organizations; providing online business reputation monitoring, management and improvement services relating to online visibility, reputation and reviews; Business reputation management and improvement services, namely, collecting feedback from consumers and providing responses to consumer feedback that can be published by business owners on personal websites, review websites and social media sites; accounts receivable billing services; online retail store services featuring optical products; business data analysis; business consulting services in the field of medical practice management; business consultation services in the fields of regulation compliance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 09/03/2025        | Affidavit of Use | United States (USPTO) | MYCARE IMEDICWARE | Registered - Principal Register | 5852280             | 09/03/2019        | <p>009 - Software for use by ophthalmology professionals in practice management, creating and maintaining electronic health records, and communicating with patients, providers and vendors; software for use by ambulatory surgery centers in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; software for use by ophthalmology professionals for use in conducting point-of-sale transactions, inventory management and shipment tracking of optical products; software for use by ophthalmology professionals and ambulatory surgery centers for providing data analytics concerning financial data, operations, clinical outcomes, utilization and regulatory compliance; downloadable electronic publications in the nature of magazines in the field of ophthalmology practice management; electronic publications, namely, magazines in the field of ophthalmology practice management recorded on computer media</p> <p>035 - Value-added reseller services, namely, distributorship services featuring electronic health record and practice management software; independent sales representatives in the field of computer software; commercial administration of licensing of electronic health record and practice management software; business management services, namely, administration of patient engagement, billing and revenue cycle management and patient engagement for others; administration, billing and reconciliation of accounts on behalf of others; medical billing; employment staffing in the field of healthcare; providing reimbursement benchmarking information and other market intelligence to healthcare organizations; providing online business reputation monitoring, management and improvement services relating to online visibility, reputation and reviews; Business</p> |

| Official Due Date | Action           | IP Office             | Literal Element                  | Status                          | Registration Number | Registration Date | Class Descriptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|                   |                  |                       |                                  |                                 |                     |                   | reputation management and improvement services, namely, collecting feedback from consumers and providing responses to consumer feedback that can be published by business owners on personal websites, review websites and social media sites; accounts receivable billing services; online retail store services featuring optical products; business data analysis; business consulting services in the field of medical practice management; business consultation services in the fields of regulation compliance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10/18/2025        | Renewal          | United States (USPTO) | PENN MEDICAL INFORMATICS SYSTEMS | Registered and renewed          | 3007237             | 10/18/2005        | 009 - Computer software for creating and providing access to electronic medical records, detailed chart notes, referral and consultation letters, eyeglass prescriptions, contact lenses prescriptions and medication prescriptions, patient handouts and automated operative reports, all for eye doctors; Computer hardware                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 11/19/2025        | Affidavit of Use | United States (USPTO) | M MYCARE SUITE                   | Registered - Principal Register | 5915288             | 11/19/2019        | <p>035 - Value-added reseller services, namely, distributorship services featuring electronic health record and practice management software; independent sales representatives in the field of computer software; commercial administration of licensing of electronic health record and practice management software; business management services, namely, administration of patient engagement, billing and revenue cycle management and patient engagement for others; administration, billing and reconciliation of accounts on behalf of others; medical billing; employment staffing in the field of healthcare; providing reimbursement benchmarking information and other market intelligence to healthcare organizations; providing online business reputation monitoring, management and improvement services relating to online visibility, reputation and reviews; Business reputation management and improvement services, namely, collecting feedback from consumers and providing solutions to business owners to publish the feedback on personal websites, review websites and social media sites; accounts receivable billing services; online retail store services featuring optical products; business data analysis; business consulting services in the field of medical practice management; business consultation services in the fields of regulation compliance</p> <p>036 - debt collection; account collection services, namely, collection of debts for others in the field of ophthalmology practices; financing services; providing working capital</p> <p>042 - Providing temporary use of online non-downloadable software for use by ophthalmology professionals in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; providing temporary use of online non-downloadable software for use by ambulatory surgery centers in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; providing temporary use of online non-downloadable software for use by ophthalmology professionals for use in conducting point-of-sale transactions, inventory management and shipment</p> |

| Official Due Date | Action  | IP Office             | Literal Element         | Status                                 | Registration Number | Registration Date | Class Descriptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------|---------|-----------------------|-------------------------|----------------------------------------|---------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   |         |                       |                         |                                        |                     |                   | tracking of optical products; providing temporary use of online non-downloadable software for software for use by ophthalmology professionals and ambulatory surgery centers for providing data analytics concerning financial data, operations, clinical outcomes, utilization and regulatory compliance; consulting services in the field of using online non-downloadable software to access medical records and administrative medical practice record for medical professionals |
| 03/29/2026        | Renewal | New Zealand (IPONZ)   | EYEDOC                  | Registered                             | 11040069            | 03/29/2016        | 9 - Computer software providing electronic medical records for eye doctors, creating detailed chart notes, referral and consultation letters, eyeglasses, contact lenses and medication prescriptions, patient handouts and automated operative reports; computer hardware.                                                                                                                                                                                                          |
| 03/29/2026        | Renewal | Australia (IPA)       | EYEDOC                  | Registered (Post Jan. 1, 1996)         | 1760974             | 10/26/2016        | 9 - Computer software providing electronic medical records for eye doctors, creating detailed chart notes, referral and consultation letters, eyeglasses, contact lenses and medication prescriptions, patient handouts and automated operative reports; computer hardware                                                                                                                                                                                                           |
| 05/02/2026        | Renewal | India (IPI)           | MANAGEMENTPLUS          | Registered (Post Sept. 15, 2003)       | 3249226             | 05/02/2016        | 9 - Software for use by ophthalmology and optometry professionals in practice management, creating and maintaining electronic health records, and communicating with patients, providers and vendors<br><br>42 - Software for use by ophthalmology and optometry professionals in practice management, creating and maintaining electronic health records, and communicating with patients, providers and vendors                                                                    |
| 11/07/2026        | Renewal | United States (USPTO) | KEYMED                  | Registered and renewed                 | 3168129             | 11/07/2006        | 009 - Computer software, namely, database management software, for use in managing clinical, administrative and clerical data for medical practices                                                                                                                                                                                                                                                                                                                                  |
| 11/14/2026        | Renewal | United States (USPTO) | KEYOPTICAL              | Registered and renewed                 | 3171150             | 11/14/2006        | 009 - Computer software, namely, database management software, for use in business and inventory management for optical shops                                                                                                                                                                                                                                                                                                                                                        |
| 12/27/2026        | Renewal | United States (USPTO) | MANAGEMENTPLUS          | Section 8 and 15 declarations accepted | 5107695             | 12/27/2016        | 009 - Software for use by ophthalmology and optometry professionals in practice management, creating and maintaining electronic health records, and communicating with patients, providers and vendors<br><br>042 - Providing online non-downloadable software for use by ophthalmology and optometry professionals in practice management, creating and maintaining electronic health records, and communicating with patients, providers and vendors                               |
| 03/14/2027        | Renewal | United States (USPTO) | MANAGEMENT PLUS         | Section 8 and 15 declarations accepted | 5158804             | 03/14/2017        | 009 - Software for use by ophthalmology and optometry professionals in practice management, creating and maintaining electronic health records, and communicating with patients, providers and vendors<br><br>042 - Providing online non-downloadable software for use by ophthalmology and optometry professionals in practice management, creating and maintaining electronic health records, and communicating with patients, providers and vendors                               |
| 10/23/2027        | Renewal | United States (USPTO) | ALTA MEDICAL MANAGEMENT | Registered and renewed                 | 3315728             | 10/23/2007        | 035 - Administration, billing and reconciliation of accounts on behalf of others; Billing                                                                                                                                                                                                                                                                                                                                                                                            |

| Official Due Date | Action           | IP Office             | Literal Element         | Status                          | Registration Number | Registration Date | Class Descriptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------|------------------|-----------------------|-------------------------|---------------------------------|---------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/20/2027        | Renewal          | United States (USPTO) | MY VISION EXPRESS       | Registered and renewed          | 3338754             | 11/20/2007        | 009 - Computer software for practice management for eyecare professional                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12/07/2027        | Affidavit of Use | United States (USPTO) | INTEGRITY               | Registered - Principal Register | 6581256             | 12/07/2021        | 042 - Providing temporary use of online non-downloadable software for use by ophthalmology professionals in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; providing temporary use of online non-downloadable software for use by ambulatory surgery centers in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; providing temporary use of online non-downloadable software for use by ophthalmology professionals for use in conducting point-of-sale transactions, inventory management and shipment tracking of optical products; providing temporary use of online non-downloadable software for software for use by ophthalmology professionals and ambulatory surgery centers for providing data analytics concerning financial data, operations, clinical outcomes, utilization and regulatory compliance; consulting services in the field of using online non-downloadable software to access medical records and administrative medical practice record for medical professionals                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 08/02/2028        | Affidavit of Use | United States (USPTO) | ALTA MEDICAL MANAGEMENT | Registered - Principal Register | 6806039             | 08/02/2022        | 035 - Business consulting services in the field of healthcare transactions including, healthcare claims, healthcare eligibility, claim status, electronic remittance advice, prior authorizations of healthcare claims, and healthcare referrals that allow direct transaction and payment communications between healthcare providers and payers; Business consulting services in the field of healthcare revenue cycle management, the management of patient relationships, patient scheduling, accounting, healthcare benefits, medical insurance claims, medical billing, and medical billing support; Business consulting services in the field of healthcare provider privileges from healthcare institutions for physicians and healthcare providers and the credentialing of physicians, healthcare providers, and other healthcare professionals; Business data analysis services, namely, providing computerized analysis of document sets for the purposes of providing revenue cycle management intelligence for others; Analyzing and compiling business health data, namely, providing revenue cycle management intelligence for others by aggregating, analyzing, and visualizing information from various data sources; Health care utilization and review services; Business consulting services in the cost and payment management of health care<br><br>036 - Financial services, namely, revenue cycle management services in the healthcare industry, namely, bill payment services, electronic processing of insurance claims and payment data; debt collections agency services in the healthcare field |
| 08/30/2028        | Affidavit of Use | United States (USPTO) | IMEDICWARE              | Registered - Principal Register | 6830310             | 08/30/2022        | 042 - Providing temporary use of online non-downloadable software for use by ophthalmology professionals in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; providing temporary use of online non-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

| Official Due Date | Action           | IP Office             | Literal Element          | Status                             | Registration Number | Registration Date | Class Descriptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------|------------------|-----------------------|--------------------------|------------------------------------|---------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   |                  |                       |                          |                                    |                     |                   | downloadable software for use by ambulatory surgery centers in practice management, creating and maintaining electronic health records and communicating with patients, providers and vendors; providing temporary use of online non-downloadable software for use by ophthalmology professionals for use in conducting point-of-sale transactions, inventory management and shipment tracking of optical products; providing temporary use of online non-downloadable software for software for use by ophthalmology professionals and ambulatory surgery centers for providing data analytics concerning financial data, operations, clinical outcomes, utilization and regulatory compliance; consulting services in the field of using online non-downloadable software to access medical records and administrative medical practice record for medical professionals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10/18/2028        | Affidavit of Use | United States (USPTO) | CLINICAL QUALITY EXPERTS | Registered - Supplemental Register | 6881658             | 10/18/2022        | <p>035 - Business consulting services in the field of medical practice management concerning Centers for Medicare and Medicaid Services Merit-based Incentive Payment System quality measures; business consultation services in the fields of regulation compliance concerning Centers for Medicare and Medicaid Services Merit-based Incentive Payment System quality measures; business services provided to the healthcare industry, namely, the collection, analysis, and reporting of quality metric data in the nature of data concerning Centers for Medicare and Medicaid Services Merit-based Incentive Payment System quality measures for healthcare providers all for business purposes; business analysis services for the healthcare industry, namely, analysis of healthcare data from healthcare providers relating to quality of care, patient risk assessments, rates, trends, and patterns; business analysis services for the healthcare industry, namely, calculation of Centers for Medicare and Medicaid Services Merit-based Incentive Payment System quality measures</p> <p>041 - Educational testing services; educational services, namely, providing training of professionals for certification in the fields of the Centers for Medicare and Medicaid Services Merit-based Incentive Payment System quality measures; educational services, namely, providing classes, workshops, seminars, courses and non-downloadable webinars in the fields of the Centers for Medicare and Medicaid Services Merit-based Incentive Payment System quality measures and distribution of course materials in connection therewith; educational services, namely, providing continuing professional education courses in the field of the Centers for Medicare and Medicaid Services Merit-based Incentive Payment System quality measures</p> <p>044 - Consulting services, namely, providing consultation services to healthcare providers in connection with patient health assessments and health risk assessments related to the Centers for Medicare and Medicaid Services Merit-based Incentive Payment System quality measures; consulting services in the field of healthcare, namely, the assessment and improvement of health care</p> |

| Official Due Date | Action  | IP Office             | Literal Element   | Status                 | Registration Number | Registration Date | Class Descriptions                                                                                                                                                                                                                                                                           |
|-------------------|---------|-----------------------|-------------------|------------------------|---------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   |         |                       |                   |                        |                     |                   | processes related to the Centers for Medicare and Medicaid Services Merit-based Incentive Payment System quality measures                                                                                                                                                                    |
| 08/21/2032        | Renewal | United States (USPTO) | MY VISION EXPRESS | Registered and renewed | 4193603             | 08/21/2012        | 009 - Computer software for practice management and electronic health records management for eye care professionals                                                                                                                                                                          |
| 03/13/2033        | Renewal | Canada (CIPO)         | EYEDOC            | Registered             | TMA992348           | 03/13/2018        | NICE Classes<br>009 - Computer Software providing electronic medical records for eye doctors, creating detailed chart notes, referral and consultation letters, eyeglasses, contact lenses and medication prescriptions, patient handouts and automated operative reports; Computer hardware |

### Customer Lists

| Seller Name                                | General Description |
|--------------------------------------------|---------------------|
| Alta Billing, LLC                          | Customer List       |
| ECL Group, LLC                             | Customer List       |
| iMedicWare, Inc.                           | Customer List       |
| My Vision Express, Inc.                    | Customer List       |
| Medflow Holdings, LLC                      | Customer List       |
| The Hoehne Group – Software Division, Inc. | Customer List       |
| MD Office, LLC                             | Customer List       |

### Domain Names (all owned by ECL Group, LLC)

|                                      |                                      |                             |
|--------------------------------------|--------------------------------------|-----------------------------|
| elihealthmr.com                      | eyelabconnect.com                    | healthcareleadersgroup.info |
| eyereachpatients.com                 | eyepointment.com                     | healthcareleadersgroup.org  |
| integrityemr.com                     | lifestyledispensing.com              | INTEGRITY-LINK.COM          |
| altarc.com                           | myvisionchart.com                    | eclimedicware.com           |
| eclehrsoftware.com                   | optometrywiki.com                    | hccsweb.com                 |
| eyecareleadersehr.com                | rightcontactsource.com               | healthcareleadersgroup.info |
| healthcareleadersgroup.com           | seeyourpractice.com                  | healthcareleadersgroup.org  |
| 5thax3ze34ah.contactlensondemand.com | myeyeapps.com                        | imedicapps.com              |
| mail.whoisyourinsurance.com          | yaimara.com                          | medflow.net                 |
| preweb.contactlensondemand.com       | kisms.com                            | MFOPTIONS.NET               |
| secure.whoisyourinsurance.com        | myvisionexpresshelp.com              | contactlensesondemand.com   |
| altamm.com                           | mvehelp.com                          | whoisyourinsurance.com      |
| mydoctorbill.net                     | myvisionexpressonline.com            | imwdirect.com               |
| managementplus.com                   | ismve.com                            | accelerateyourpractice.com  |
| mycareimw.com                        | eyeframecatalog.com                  | bestoptometrysoftware.com   |
| mycaremve.com                        | eyecareleaders.com                   | eyeodemr.com                |
| healthcareleadersgroup.net           | healthcareleadersgroup.com           | eyereachpatient.com         |
| healthcareleadersgroups.com          | altabilling.com                      | makeyourpractice.com        |
| INTEGRITYLOGIN.COM                   | clinicalqualityexperts.com           | myvisionexpressgroup.com    |
| hccs.io                              | eyecareleaders.co                    | rightcontactrx.com          |
| MVEPORTAL.COM                        | MVECLOUD.COM                         | scheduleondemand.com        |
| healthcareleadersgroup.net           | eyesistant.com                       | eyecanscan.com              |
| healthcareleadersgroups.com          | listener.whoisyourinsurance.com      | scannsketch.com             |
| MEDFLOW.COM                          | preproduction.whoisyourinsurance.com | meyeppractice.com           |
| medflowlite.com                      | preweb.whoisyourinsurance.com        | eyepropos.com               |
| MFWHATSNOW.NET                       | altamedicalmanagement.com            | mvesupport.com              |
| contactlensondemand.com              | altamm.site                          | allaboutthateyes.com        |
| LENSONDEMAND.COM                     | myvisionexpress.com                  | insightmve.com              |
| KEYCHARTDIRECT.COM                   | integrityemrdirect.com               | ecpit.net                   |
| bestopticiansoftware.com             | iopracticeware.com                   | mvenow.com                  |

### Social Media Accounts

None.

***Active Certifications for Department of Health and Human Services-ONC Health IT***

| Owner                 | Holder                         | CHPL Product Number               | Certification Date | Status |
|-----------------------|--------------------------------|-----------------------------------|--------------------|--------|
| Eye Care Leaders, LLC | MDoffice                       | 15.04.04.2998.Mdof.12.01.1.221230 | 12/30/2022         | Active |
| Eye Care Leaders, LLC | ManagementPlus                 | 15.04.04.2998.Mana.07.01.1.221228 | 12/28/2022         | Active |
| Eye Care Leaders, LLC | Medflow EHR                    | 15.04.04.2998.Medf.10.01.1.221220 | 12/20/2022         | Active |
| Eye Care Leaders, LLC | My Vision Express              | 15.02.04.2998.A057.22.02.1.221220 | 12/20/2022         | Active |
| Eye Care Leaders, LLC | Regulatory Compliance Platform | 15.04.04.2998.Regu.02.03.1.221230 | 12/30/2022         | Active |
| Eye Care Leaders, LLC | MyCare Portal                  | 15.04.04.2998.myCa.04.02.1.221220 | 12/20/2022         | Active |
| Eye Care Leaders, LLC | MyCare iMedicWare              | 15.04.04.2998.iMed.R8.02.1.221219 | 12/19/2022         | Active |
| Eye Care Leaders, LLC | ManagementPlus                 | 15.04.04.2998.Mana.07.02.1.240426 | 4/26/2024          | Active |

**(iii)all Contracts pursuant to which any Sellers obtains the right to use any Intellectual Property or pursuant to which any Seller grants to any other Person the right to use any Intellectual Property.**

1. Value Added Reseller Master Agreement, dated December 18, 2017, by and between AdvancedMD, Inc. and ECL Holdings, LLC.
2. Reseller Agreement, dated August 1, 2023, by and between Darena Solutions LLC and Eye Care Leaders Portfolio Holdings, LLC.
3. My MipScore Services Agreement, dated December 16, 2022, by and between Darena Solutions LLC and Eye Care Leaders Portfolio Holdings, LLC.
4. BlueButton Pro Enterprise Services Reseller Agreement, dated August 18, 2022, by and between Darena Solutions LLC and Eye Care Leaders Holdings, LLC.
5. Application Services Distribution Agreement, dated March 31, 2017, by and between DrFirst.com, Inc. and ECL Group LLC dba Eye Care Leaders; as amended March 31, 2017 to add INFINID service; as further amended on February 12, 2018, February 28, 2018, September 30, 2018, January 21, 2021, September 1, 2021, April 25, 2022, March 20, 2023, May 1, 2023 and September 28, 2023.
6. Microsoft Cloud Reseller Agreement, undated, by and between Microsoft Corporation and ECL Group, LLC.
7. Order Form, dated August 3, 2022, by and between ECL Group, LLC and Salesforce, Inc.
8. Order Form, dated March 31, 2023, by and between Healthcare Leaders Group and Talkdesk, Inc.
9. Master Services Agreement, dated February 15, 2023, by and between VerifyStream, Inc. and Alta Medical Management.
10. Practice Insight Value-Added Reseller Agreement, dated January 18, 2018, by and between Practice Insight, LLC and ECL Group, LLC.
11. Patient Education Licensing and Distribution Agreement, dated January 20, 2023, by and between the American Academy of Ophthalmology, Inc. and Eye Care Leaders, Inc.
12. Software License Agreement, dated September 22, 2008, by and between Enexity, Inc. and Medflow
13. Reseller Agreement, dated December 26, 2023, by and between ECL Group, LLC d/b/a Eye Care Leaders and Document Storage System, Inc.
14. Reseller Agreement, by and between iMedicWare, Inc. and American SurgiSite Centers.
15. CPT Distribution License Agreement, by and between ECL Group, LLC and American Medical Association.

16. Advanced installer enterprise maintenance renewal agreement, by and between ECL Group, LLC and Caphyon.
17. Creating smart AWS and Azure diagrams Agreement, by and between ECL Group, LLC and CloudCraft IT Services.
18. Dynamic web TWAIN service license Agreement, by and between ECL Group, LLC and Dynamsoft Corporation.
19. LogMeln rescue 55 Licenses Agreement, by and between ECL Group, LLC and GoTo Technologies USA , Inc.
20. GoTo Meeting and GoTo Webinar Agreement, by and between ECL Group, LLC and GoTo Technologies USA , Inc.
21. Nagios XI 1000 Node License Agreement, by and between ECL Group, LLC and Nagios Enterprises.
22. SMS services agreement, by and between ECL Group, LLC and Twilio Inc.
23. Software services agreement, by and between ECL Group, LLC and YayPay Inc.
24. Emdeon Business Services EDI Partner Standard Agreement, by and between iMedicWare, Inc. and Emdeon Business Services / Change Healthcare
25. LogMeln Central Base 500 Agreement, by and between MD Office, LLC and GoTo Technologies USA , Inc.
26. Reseller Agreement, by and between MD Office, LLC and ClientTell, Inc. d/b/a West Interactive.
27. SaaS End User License Agreement, by and between Medflow, Inc. and ConnectWise.
28. Reseller Partner Agreement - HIPPA compliant cloud fax services, by and between Medflow, Inc. and Softlinx, Inc.
29. License Agreement, dated March 23, 2015, by and between Alta Medical Management and Navicure Inc.
30. Surveyor for Salesforce Agreement, dated April 14, 2023, by and between Touchpoint Solutions and Eye Care Leaders.

**Exceptions to the representations and warranties contained in Section 3.7(a) of the Agreement.**

None.

**Exceptions to the representations and warranties contained in Section 3.7(b) of the Agreement.**

Dr. Ginsburg of DHR Pro has alleged that a minor functionality within iMedicWare was his original concept and copied without his permission. Dr. Ginsburg has no known patent, trademark, or copyright. The Sellers deny the allegation and assert that the functionality is common to the industry and not unique. Given that the minor functionality is non-essential, the Sellers are in the process of removing it.

Notice of challenge for MyCare Suite and MyCare Service—another company wishes to use the “MyCare” moniker; the Sellers are in ongoing discussions with them and anticipate resolving the matter through an agreement to a “co-existence,” wherein the Sellers will allow the third party’s use of the “MyCare” moniker as this company's logo will be different in design and they are operating in a wholly different industry (non eye care).

**Exceptions to the representations and warranties contained in Section 3.7(c) of the Agreement.**

Except as reflected in (b), none.

**Exceptions to the representations and warranties contained in Section 3.7(d) of the Agreement.**

Except as reflected in (b), none.

**Schedule 3.8 – Litigation**

| <b>Seller or Defendants</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Case Title</b>                                                                                                       | <b>Case No.</b>       | <b>Court or Agency Name</b>                                                    | <b>Status of Case</b>                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------------------------|-----------------------------------------------------------|
| Medflow, Inc, Medflow Holdings, LLC, DJRTC, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <i>Eugene K. Ehmann, N. William Schiffli, Jr. and Thad A. Throneburg v. Medflow, Inc., et al.</i>                       | 15 CVS 3098           | Superior Court of Mecklenburg County, North Carolina                           | Pending                                                   |
| ECL Group, LLC, iMedicWare, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <i>Quality Eye Associates, LLC v. ECL Group, LLC a/k/a Eye Care Lenders Group, LLC a/k/a iMedicWare, John Does 1-10</i> | 1:22-cv-02489         | U.S. District Court for the District of New Jersey                             | Pending                                                   |
| ECL Holdings, LLC, Eye Care Leaders Holdings, LLC, Eye Care Leaders Portfolio Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, ECL Group, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <i>Alliance Ophthalmology, PLLC; et al. v. ECL Group LLC et al.</i>                                                     | 1:22-cv-00296         | U.S. District Court for the Middle District of North Carolina                  | Pending                                                   |
| Eye Care Leaders Holdings, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <i>Kimberly Sandvig v. Eye Care Leaders Holdings, LLC</i>                                                               | 1:22-cv-00502         | U.S. District Court for the Middle District of North Carolina                  | Pending                                                   |
| Eye Care Leaders Holdings, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <i>Kimberly Farley v. Eye Care Leaders Holdings, LLC</i>                                                                | 1:22-cv-00468         | U.S. District Court for the Middle District of North Carolina, Durham Division | Pending                                                   |
| ECL Group, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <i>Detrina Solomon v. ECL Group, LLC</i>                                                                                | 1:22-cv-00526         | U.S. District Court for the Middle District of North Carolina                  | Pending                                                   |
| ECL Group, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <i>Jeanne Byers v. ECL Group, LLC</i>                                                                                   | 1:22-cv-00607         | U.S. District Court for the Middle District of North Carolina                  | Pending                                                   |
| Eye Care Leaders Holdings, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <i>Chad Forrester v. Eye Care Leaders Holdings, LLC</i>                                                                 | 1:22-cv-00503         | U.S. District Court for the Middle District of North Carolina, Durham Division | Pending                                                   |
| Alta Billing, LLC, IMW EMR, LLC, MRX Holdings, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <i>Universal Life Insurance Co., et al. v. Academy Financial Assets, LLC et al.,</i>                                    | 22-cvs-7920           | General Court of Justice, Superior Court Division, Wake County, North Carolina | Pending                                                   |
| Eye Care Leaders Portfolio Holdings, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <i>The United States of America, et al, v. Claris Vision, LLC, et al.</i>                                               | 1:18-cv-00176         | U.S. District Court for the District of Rhode Island                           | Pending                                                   |
| Insight Software, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <i>American Express Travel Related Services Company v Insight Software, LLC</i>                                         | Index No. 159676/2023 | Supreme Court of the State of New York, County of New York                     | Pending                                                   |
| Integrity EMR Holdings, LLC, Integrity EMR, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <i>Universal Life Insurance Company v. Greg E. Lindberg, et al.,</i>                                                    | No. 21-01169          | United States Bankruptcy Court, Southern District of New York                  | Pending                                                   |
| MRX Holdings, LLC; The Hoehne Group – Software Division, LLC; MNI Holdings, LLC; Insight Software, LLC; RHS Holdings, LLC; Revenue Health Solutions, LLC; Eye Care Leaders Portfolio Holdings, LLC; ECL Holdings, LLC; ECL Group, LLC; Canta Health, LLC; DJRTC, LLC; Eye Care Leaders Holdings, LLC; Alta Billing Holdings, LLC; Alta Billing, LLC; IMW EMR, LLC; IMW Holdings, LLC; iMedicWare, Inc.; Integrity EMR Holdings, LLC; Integrity EMR, LLC; KeyMed Holdings, LLC; KeyMed, LLC; MDO Group Holdings, LLC; MD Office LLC; MDX, LLC; Medflow Holdings, LLC; Medflow, Inc., My Vision Express, Inc., PI Software Holdings, LLC, PI Software, LLC, PMX, LLC; Penn Medical Informatics | <i>Johnston v. Gregrey Evan Lindberg et al.</i>                                                                         | No. 23-01000          | United States Bankruptcy Court, Southern District of New York                  | Sellers dismissed from case on 02/15/24 without prejudice |

|                                                            |  |  |  |  |
|------------------------------------------------------------|--|--|--|--|
| Systems, LLC; IOPW Holdings, LLC;<br>IO Practiceware, Inc. |  |  |  |  |
|------------------------------------------------------------|--|--|--|--|

**Schedule 3.9(a) – Employee Census**

| Employee ID | Name | Date of Joining | Employee Type | Department          | Salary | PTO Balance | Incentive (Annual) |
|-------------|------|-----------------|---------------|---------------------|--------|-------------|--------------------|
| EMP0001     |      | 5-Jun-2005      | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0309     |      | 12-Feb-2024     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0121     |      | 1-Feb-2021      | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0009     |      | 17-Mar-2015     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0006     |      | 8-Sep-2014      | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0287     |      | 9-Oct-2023      | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0293     |      | 23-Oct-2023     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0130     |      | 7-Jun-2021      | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0136     |      | 26-Jul-2021     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0137     |      | 2-Aug-2021      | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0210     |      | 9-May-2022      | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0318     |      | 26-Mar-2024     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0295     |      | 20-Nov-2023     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0107     |      | 1-Apr-2019      | Exempt        | Sales               |        |             |                    |
| EMP0092     |      | 9-Jul-2018      | Exempt        | Customer Experience |        |             |                    |
| EMP0126     |      | 26-Apr-2021     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0154     |      | 7-Mar-2022      | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0283     |      | 25-Sep-2023     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0288     |      | 9-Oct-2023      | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0289     |      | 16-Oct-2023     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0292     |      | 18-Oct-2023     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0161     |      | 28-Mar-2022     | Exempt        | Customer Experience |        |             |                    |
| EMP0162     |      | 28-Mar-2022     | Exempt        | Customer Experience |        |             |                    |
| EMP0013     |      | 26-Oct-2015     | Exempt        | Customer Experience |        |             |                    |
| EMP0248     |      | 6-Sep-2022      | Exempt        | Customer Experience |        |             |                    |
| EMP0132     |      | 28-Jun-2021     | Exempt        | Alta RCM            |        |             |                    |
| EMP0109     |      | 5-Jun-2019      | Exempt        | Alta RCM            |        |             |                    |
| EMP0139     |      | 9-Aug-2021      | Exempt        | Finance             |        |             |                    |
| EMP0203     |      | 18-Apr-2022     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0311     |      | 26-Feb-2024     | Non-Exempt    | Customer Experience |        |             |                    |
| EMP0302     |      | 15-Jan-2024     | Exempt        | Alta RCM            |        |             |                    |
| EMP0003     |      | 6-Aug-2008      | Exempt        | Alta RCM            |        |             |                    |
| EMP0010     |      | 17-Mar-2015     | Exempt        | Customer Experience |        |             |                    |
| EMP0015     |      | 9-Nov-2015      | Exempt        | Customer Experience |        |             |                    |
| EMP0034     |      | 20-Jun-2016     | Exempt        | Customer Experience |        |             |                    |
| EMP0138     |      | 2-Aug-2021      | Exempt        | Customer Experience |        |             |                    |
| EMP0011     |      | 17-Mar-2015     | Exempt        | Customer Experience |        |             |                    |
| EMP0251     |      | 10-Oct-2022     | Exempt        | CQE                 |        |             |                    |
| EMP0256     |      | 3-Jan-2023      | Exempt        | Customer Experience |        |             |                    |
| EMP0316     |      | 18-Mar-2024     | Exempt        | Alta RCM            |        |             |                    |
| EMP0258     |      | 30-Jan-2023     | Exempt        | CQE                 |        |             |                    |
| EMP0100     |      | 26-Nov-2018     | Exempt        | Customer Experience |        |             |                    |
| EMP0266     |      | 16-May-2023     | Exempt        | Customer Experience |        |             |                    |
| EMP0012     |      | 17-Mar-2015     | Exempt        | Product             |        |             |                    |
| EMP0306     |      | 29-Jan-2024     | Non-Exempt    | Legal               |        |             |                    |
| EMP0284     |      | 2-Oct-2023      | Exempt        | Customer Experience |        |             |                    |
| EMP0290     |      | 16-Oct-2023     | Exempt        | Marketing           |        |             |                    |
| EMP0091     |      | 18-Jun-2018     | Exempt        | CQE                 |        |             |                    |
| EMP0103     |      | 11-Feb-2019     | Exempt        | CQE                 |        |             |                    |
| EMP0113     |      | 8-Jul-2019      | Exempt        | Alta RCM            |        |             |                    |
| EMP0291     |      | 18-Oct-2023     | Exempt        | Sales               |        |             |                    |
| EMP0296     |      | 27-Nov-2023     | Exempt        | Sales               |        |             |                    |
| EMP0261     |      | 10-Apr-2023     | Exempt        | Engineering         |        |             |                    |
| EMP0209     |      | 9-May-2022      | Exempt        | Alta RCM            |        |             |                    |
| EMP0263     |      | 24-Apr-2023     | Exempt        | Product             |        |             |                    |
| EMP0005     |      | 28-Aug-2014     | Exempt        | Compliance          |        |             |                    |
| EMP0207     |      | 2-May-2022      | Exempt        | Engineering         |        |             |                    |
| EMP0004     |      | 24-Jun-2013     | Exempt        | Product             |        |             |                    |
| EMP0250     |      | 19-Sep-2022     | Exempt        | Customer Experience |        |             |                    |

| Employee ID | Name                    | Date of Joining | Employee Type | Department      | Salary | PTO Balance | Incentive (Annual) |
|-------------|-------------------------|-----------------|---------------|-----------------|--------|-------------|--------------------|
| EMP0129     |                         | 1-Jun-2021      | Exempt        | Finance         |        |             |                    |
| EMP0270     | Nicholas G Peddle       | 20-Jul-2023     | Exempt        | Leadership Team |        |             |                    |
| EMP0200     | Emmanuel G Bernabe Jr   | 4-Apr-2022      | Exempt        | Leadership Team |        |             |                    |
| EMP0281     | Philip Marsicano        | 18-Sep-2023     | Exempt        | Leadership Team |        |             |                    |
| EMP0151     | Preetam M Sirur         | 28-Feb-2022     | Exempt        | Leadership Team |        |             |                    |
| EMP0304     | William Taylor Caldwell | 16-Jan-2024     | Exempt        | Leadership Team |        |             |                    |
| EMP0158     | Sophia Turrell          | 21-Mar-2022     | Exempt        | Leadership Team |        |             |                    |
| CON0007     |                         | 11-May-2023     | Contractor    | Human Resources |        |             |                    |
|             |                         |                 |               |                 |        |             |                    |
| CON0008     |                         | 7-Jun-2023      | Contractor    | Finance         |        |             |                    |
| NA          |                         | 1-Nov-12        | Contractor    | Alta RCM        |        |             |                    |
|             |                         |                 |               |                 |        |             |                    |
| NA          |                         | 3-Aug-23        | Contractor    | Sales           |        |             |                    |

**Schedule 3.9(b) – Workforce Census**

| Name | Employee Subtype | Employee Type | Company                                                | Date Of Joining |
|------|------------------|---------------|--------------------------------------------------------|-----------------|
|      | Exempt           | Full - Time   | Remote                                                 | 15-Jan-2024     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 01-Dec-2020     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 03-Sep-2020     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 17-Jun-2019     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 03-Jan-2018     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 15-Jun-2016     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 07-Aug-2023     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 16-Oct-2018     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 03-Dec-2014     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 29-Dec-2021     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 25-Mar-2019     |
|      | Exempt           | Full - Time   | The Philippine Operations Center Global Solutions, Inc | 02-Nov-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 05-Jan-2023     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 13-Oct-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 10-Aug-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 14-Jul-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 07-Jul-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 07-Jul-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 01-Jun-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 11-May-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 11-May-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 05-Jan-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 03-Dec-2018     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 08-Oct-2018     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 24-Sep-2018     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 28-May-2018     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 28-May-2018     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 21-May-2018     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd                                           | 23-Apr-2018     |

| Name | Employee Subtype | Employee Type | Company      | Date Of Joining |
|------|------------------|---------------|--------------|-----------------|
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 09-Apr-2018     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 19-Mar-2018     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 16-Oct-2017     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 16-Oct-2017     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 10-Jul-2017     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 06-Mar-2017     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 23-Jan-2017     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 16-Jan-2017     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 05-Dec-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 28-Nov-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 21-Nov-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 17-Oct-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 26-Sep-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 26-Sep-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 26-Sep-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 19-Sep-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 19-Sep-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 13-Sep-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 13-Sep-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 05-Sep-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 05-Sep-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 22-Aug-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 16-Aug-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 08-Aug-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 08-Aug-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 08-Aug-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Aug-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 25-Jul-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 25-Jul-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 25-Jul-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 04-Jul-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 27-Jun-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 20-Jun-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 02-May-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 29-Apr-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 25-Apr-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 25-Apr-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 22-Apr-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 04-Apr-2016     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 19-Feb-2016     |

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| Name | Employee Subtype | Employee Type | Company      | Date Of Joining |
|------|------------------|---------------|--------------|-----------------|
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 28-Mar-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 15-Mar-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 09-Mar-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 04-Jan-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 15-Dec-2021     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 13-Dec-2021     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 07-Jul-2021     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 03-Mar-2021     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 22-Feb-2021     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 27-Jan-2021     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 02-Sep-2020     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Apr-2019     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 21-Jan-2019     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 10-Sep-2018     |
|      | Non-Exempt       | Full - Time   | ECLL Pvt Ltd | 01-Feb-2024     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 11-Jan-2024     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 30-Nov-2023     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 03-Apr-2023     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 04-Aug-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 04-May-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 03-Feb-2020     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Oct-2018     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 27-Aug-2018     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 07-Jun-2023     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 17-May-2019     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 16-Feb-2024     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 06-Nov-2023     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 10-Aug-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 04-Aug-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 28-Jul-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 28-Jul-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 01-Apr-2022     |
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 24-Jan-2022     |

| Name | Employee Subtype | Employee Type | Company      | Date Of Joining |
|------|------------------|---------------|--------------|-----------------|
|      | Exempt           | Full - Time   | ECLL Pvt Ltd | 28-Jul-2022     |
|      | Exempt           | Full - Time   | Remote       | 01-Sep-2023     |

**Schedule 3.9(d) – Employee Agreements and Handbook**

See attached template non-disclosure and confidentiality agreement.

See attached Employee Handbook.

There are no exceptions to the representations and warranties set forth in Section 3.9(d) of the Agreement.

## NON-DISCLOSURE, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

THIS EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (“AGREEMENT”) by and between **ECL Group, LLC**, a North Carolina Limited Liability Company with a registered office at 555 South Mangum Street, Suite 100, Sedwick Road, Durham, NC - 27701. (the “Employer”) and **[EMPLOYEE NAME HERE]**, an Employee with an address of **[EMPLOYEE ADDRESS HERE]** (the “Employee”) Employer and the Employee may be hereinafter referred to as the Party or the Parties. Employee understands that during his/her employment with the Employer, he/she may have access to Confidential Information, as defined below. In exchange for Employer employing Employee with the Company and allowing Employee access to Confidential Information to execute Employee’s job duties, Employee is agreeing to the terms set forth in this Agreement, which is intended to protect the confidentiality of this information to the greatest extent provided by law.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings herein set forth, the Parties hereby agree as follows:

1. Certain Definitions. Wherever used in this agreement:

“Confidential Information” means any information disclosed by Employer to the Employee, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, data or facts concerning the business, operations, finances, assets, affairs or prospects of the Parties, including all information relating to a Parties financial condition, revenues, marketing plans or strategies, methods of doing business, financial projections, budgets, business plans or company policies or practices, employment and personnel (including independent contractor) matters, existing and prospective clients, services provided or proposed to be provided, and other existing or prospective transactions or relationships, contractual or otherwise and all other information the Parties regard and keeps as confidential whether furnished before or after the date of this Agreement.

(a) The Parties hereby acknowledge, agree and recognize that in connection with the performance of duties and obligations of the services hereunder, the Parties may have access to certain Confidential Information of the other Party. Each Party shall maintain the confidentiality of any information delivered to it (“Receiving Party”) by the other (“Disclosing Party”) that the Disclosing Party has indicated is proprietary or confidential. This paragraph in its entirety shall survive the termination of the Agreement for a period of two (2) years.

(b) “Confidential Information” does not include any information, datum or fact: (a) currently available to the public as of the date hereof; (b) after it becomes available to the public other than as a result of a breach hereof or other wrongful conduct by the Receiving Party or any of its directors, officers, employees, agents, advisors or attorneys; (c) after it becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or a person or entity breaching his or its confidentiality agreement or other relationship of confidence with the Disclosing Party; or (d) developed independently by the Receiving Party without any reference to or use whatsoever of any of the Disclosing Party’s Confidential Information.

(c) “Confidential Materials” include all documents, records and other tangibles items of any kind in which Confidential Information is stored, maintained or recorded or from which the Disclosing Party’s Confidential Information may be readily ascertained or derived (whether in the form of documents, correspondence, memoranda, books, records, files, notes, plans, reports, programs, drawings, sketches, designs, graphics, photographs, prints, mats, films, negatives, recordings, magnetic media,

software, disks, diskettes, charts, manuals, materials or any other medium), including copies or other reproductions of any of the foregoing, whether prepared by or for the Disclosing Party, by or for the Receiving Party or otherwise. All information, correspondence and other documents and materials provided or communicated by the Disclosing Party to the Receiving Party, marked “confidential” or “proprietary” shall be considered to be “Confidential Information” for the purposes of this Agreement, subject to the above-recited exceptions.

(d) “Representatives” of Receiving Party means the Receiving Party’s employees and only those employees with a need to have access to such Confidential Information on behalf of the Receiving Party, shall be entitled to receive and use Confidential Information of the Disclosing Party for purposes of assisting the Receiving Party in evaluating or negotiating the Possible Transaction. Representatives shall also include any subsidiary or affiliated entity or person to the Receiving Party which may, in the due course of the Possible Transaction, be in receipt of any Confidential Information. The Receiving Party shall take reasonable actions to ensure that its representatives shall comply with the confidentiality and non-disclosure obligations specified in this Agreement and shall indemnify and hold the Disclosing Party harmless for any losses or damages resulting from any breach of such obligations.

2. Covenant Not to Disclose or Use Confidential Information. At all times the Receiving Party and its Representatives shall maintain in strict confidence, protect and safeguard the Confidential Information of the Disclosing Party, and, except as expressly provided in sub-section (a) of this Confidentiality section, neither the Receiving Party nor any of its Representatives shall, directly or indirectly, (a) disclose, reveal or make available to anyone any Confidential Information of the Disclosing Party, (b) assist or enable anyone to access or use any Confidential Information of the Disclosing Party or (c) use or exploit any Confidential Information of the Disclosing Party for any purpose whatsoever.

3. Covenant Not to Solicit Customers. Acknowledging that (as a result of his/her access to the Employer’s trade secrets and commercially useful confidential information and to the Employer’s customers and the Employee’s development of goodwill on behalf of the Employer with its customers during his/her employment) the Employee would have an unfair competitive advantage should the Employee begin competing with the Employer for its existing customers, the Employee agrees that, during his/her employment and for the period of 24 months immediately thereafter (in the aggregate, the “Non-Solicitation Period”), the Employee will not solicit or encourage any customer of the Employer to terminate or diminish its relationship with the Employer and the Employee will not seek to persuade any such customer to conduct with any individual or entity any business or activity which such customer conducts or could conduct with the Employer.

4. Covenant Not to Solicit Employees. Acknowledging the strong interest of the Employer in an undisrupted workplace, the Employee agrees, that during the Non-Solicitation Period, the Employee will not, and the Employee will not assist any individual or entity to, (a) hire or solicit for hiring any employee of the Employer or (b) solicit or encourage any independent contractor providing services to the Employer to terminate or diminish its relationship with the Employer.

5. Legally Required Disclosure. In the event that the Receiving Party or any of its Representatives is requested or required by law (including by request for information or documents through legal proceedings, subpoena or other similar process) to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party has the opportunity to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement, in the Disclosing Party’s sole discretion. If, in the absence of a protective order or the receipt of a waiver by the Disclosing Party, the Receiving Party or any of its Representatives is nonetheless legally compelled to disclose such Confidential Information, the Receiving Party or its Representatives may, without liability hereunder,

disclose only that portion of such Confidential Information that is legally required to be disclosed and only to the person(s) to whom such disclosure is legally required, provided that the Receiving Party has cooperated fully with the Disclosing Party's efforts to preserve the confidentiality of the Confidential Information, including the Disclosing Party's efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

6. Ownership and Return of Confidential Materials. All Confidential Materials of the Disclosing Party, other than Receiving Party Work Product, are and shall at all times remain the exclusive property of the Disclosing Party. Upon receipt of written demand from the Disclosing Party (which demand may be made at any time and for any reason, whether upon giving or receiving notice that either Party does not wish to proceed with a Possible Transaction or continue negotiations for such purpose or otherwise), the Receiving Party shall cause all of the Disclosing Party's Confidential Materials in the Receiving Party's possession or control (including in the possession or control of any of its Representatives) to be returned to the Disclosing Party; except, however, (a) to the extent the Disclosing Party's Confidential Information is contained in electronic, magnetic or similar media of the Receiving Party such that transfer of possession is impractical, the Receiving Party shall delete or destroy such Confidential Information and (b) all Receiving Party Work Product shall be destroyed rather than returned to the Disclosing Party. "Receiving Party Work Product" means Confidential Materials of the Disclosing Party (such as analyses, compilations, studies or other documents) prepared by the Receiving Party or its Representatives for its internal use in accordance with this agreement. Upon request, the Receiving Party shall deliver written certification to the Disclosing Party that the Receiving Party and its Representatives have fully performed their respective obligations set forth in this paragraph and, accordingly, retained no copies or other Confidential Materials of the Disclosing Party. Compliance with this paragraph shall not relieve the Receiving Party or its Representatives of their confidentiality and other obligations hereunder.

7. Return of Company Property. The Employee is responsible for all Employer property, materials issued to him/her or in his/her possession or control. The Employee must return all such Employer property and materials to the Employer immediately upon request or upon termination of employment. The Employer may take all action deemed appropriate to recover or protect its property or materials.

8. No Representation or Warranty. The Parties do not make any representation or warranty of any kind whatsoever, express or implied, as to any Confidential Information, including as to the accuracy or completeness of any information therein. Neither Party nor anyone else shall have any responsibility or liability to relating to or arising from any reliance on or use of any Confidential Information (unless the Parties enter into a definitive agreement with respect to the consummation of the Possible Transaction and then only to the extent expressly and specifically provided therein).

9. No Obligation to Furnish or Disclose. Nothing in this agreement shall constitute, or be construed as, an obligation of either Party to create, furnish, disclose or provide access to any documents, material or information whatsoever. If the Receiving Party is dissatisfied in any respect with the documents, materials or information to which it has been afforded access, the Receiving Party's exclusive remedy shall be to terminate negotiations regarding the Possible Transaction.

10. Covenant Not to Disclose Discussions. Except to the extent that disclosure is required by applicable law and a Party required to make such disclosure has given the other Party prior written notice of the proposed disclosure, without the prior written consent of the other Party, each Party agrees that neither it nor any of its directors, officers, employees, agents, advisors or attorneys shall, directly or indirectly, disclose, reveal or make available to any third Party the fact that Confidential Information has been made available or that discussions or negotiations may have taken place or may be taking place concerning a Possible Transaction or any of the terms, conditions or other facts with respect thereto or the status thereof.

11. Remedies. In the event of any breach or threatened breach of this Agreement, irrespective of any recovery of monetary damages (which may be difficult or impossible to calculate), the Disclosing Party shall be entitled, without the requirement of posting a bond or other security, to enforce this Agreement in accordance with the terms hereof by seeking immediate equitable relief, including specific performance and/or a temporary, preliminary and permanent injunction from any court of competent jurisdiction. The Disclosing Party may pursue both monetary damages and equitable relief concurrently or consecutively, in any order, as to any breach or threatened breach of this agreement, and the pursuit of any one of such remedies at any time will not be deemed an election of remedies or waiver of the right to pursue any other remedies, it being agreed that all remedies provided herein shall be cumulative with, not exclusive of, any other remedies that may be available at law or in equity.

12. Cumulative Rights. The rights granted to the Parties under this Agreement are reasonable and necessary to protect its legitimate interests and are in addition to, and not to be construed as a limitation of, all other rights of the Parties with respect to its Confidential Information and the protection of its business interests generally. No obligations of a Party under this Agreement shall be canceled, limited (in type or scope or as to the remedies available for enforcement) or otherwise affected in any manner by any claim or cause of action that that the other Party or any of its Representatives may have against a Party or any third Party.

13. Binding Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and each Party acknowledges that there are no prior or contemporaneous agreements and understandings between and among the Parties relating to the subject matter hereof. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. This Agreement shall survive the termination of negotiations with respect to a Possible Transaction for any reason whatsoever.

14. Amendments and Waivers. This Agreement may be amended or modified, and any of the terms of covenants hereof may be waived, only by a written instrument duly executed by the Parties hereto, or in the case of a waiver, by the Party waiving compliance. No waiver either Party of any provision hereof in any one or more instances shall be deemed or construed as a further or continuing waiver of such provision or any other provision. No waiver of rights, forbearance or leniency by the Employer whatsoever (including any failure to assert or enforce rights with respect to any Confidential Information or Confidential Materials against any third party) shall limit or otherwise affect the right Employer to insist upon and enforce strict compliance with the provisions of this Agreement (including with respect to the same Confidential Information or Confidential Materials).

15. Severability. If any provision of this Agreement (including any sentence, clause or word), or the application thereof to any person, place or circumstance, shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, (a) the remaining provisions of this Agreement shall continue in full force and effect, unaffected by such determination, (b) the court making such determination shall have the power to, and the Parties hereby request the court to, modify such provision (by providing for or adjusting the scope and/or duration of any rights or restrictions or otherwise) to the minimum extent necessary so that such provision becomes legal, valid and enforceable to the maximum extent permitted by law and (c) such determination shall apply only in the jurisdiction of such court and shall not alter, modify or affect such provision or any other provision in any other jurisdiction.

16. Construction. The word “include” (and correlative terms such as “includes” and “including”) is not to be construed as a term of limitation in any context but shall be construed as if followed by the words “without limitation.” The covenants set forth herein are intended to be interpreted broadly, so that no Party or any of its Representatives may circumvent the intent of this Agreement through the use of any one or more affiliates, representatives or other intermediaries of any kind. This Agreement is

between sophisticated parties represented by competent counsel of their own choice, and no provision hereof shall be construed against the drafter. The captions in this Agreement have been inserted for convenience of reference only and shall not limit or affect the interpretation of any provision hereof.

17. Applicable Law. This agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of North Carolina applicable to agreements made and to be performed therein without reference to conflicts of law principles.

18. Effective Date and Length of Obligations. The effective date of this Agreement is the latter date of acceptance by the Parties hereto. The Receiving Party's obligations of confidentiality and non-use for Confidential Information received hereunder shall extend for the duration of the employment and for five (5) years from the date of each separate disclosure whichever is longer, except that Confidential Information relating to trade secrets or know-how shall not expire unless it is subject to one or more of the above-recited exceptions.

IN WITNESS THEREOF, the Parties agree that the effective date of this Agreement shall be

AGREED AND ACCEPTED:

**ECL Group, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**[EMPLOYEE NAME HERE]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



# EMPLOYEE HANDBOOK



Last Updated: October 2023

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## SECTION 2

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## SECTION 1

# THE WAY WE WORK

### ■ OUR COMPANY'S CULTURE & VALUES

Welcome to Eye Care Leaders! We're thrilled to have you on board.

As a new member of our organization, we want to ensure that you have all the information you need to succeed and feel at home. That's why we've put together this employee handbook, a friendly guide that outlines our company's policies, practices, and the values we hold dear.

Our company aims to foster an inclusive environment where everyone's contributions are valued and where we will all do our best work. We believe in collaboration and mutual respect, and this handbook reflects those principles. It not only clarifies our expectations and guidelines but also serves as a go-to reference that will support you throughout your time with us.

At our company, our three core values are: customer-centricity, teamwork, and excellence in execution.

Though our business objectives may change, these values guide our decision-making and the way we interact with each other.

#### Customer-centricity:

Our customers are at the heart of everything we do. They are medical providers who deliver healthcare to patients every day and our software is a core part of helping their practices to function. We don't take that responsibility lightly and we strive to understand their needs, exceed their expectations, and build lasting relationships based on trust and integrity. Every interaction with a customer is an opportunity to create a positive impact.

### Teamwork

We believe that the best outcomes are achieved when we work together as a cohesive unit. We value collaboration, open communication, and the power of diverse perspectives. By fostering a supportive and inclusive team environment, we create a space where every individual can contribute their unique skills and ideas. We encourage you to actively engage with your colleagues, share knowledge, and leverage the strengths of the team to overcome challenges and achieve our collective goals. We're stronger when we work together.

### Excellence in execution

We have high standards for ourselves and are committed to delivering excellence in everything we undertake. Whether it's a small task or a large-scale project, we strive for quality, precision, and attention to detail. We take ownership of our work, holding ourselves accountable for meeting deadlines, supporting our teammates, and delivering results that exceed expectations. We encourage you to continuously seek ways to improve, embrace innovation, and challenge the status quo. By striving for excellence in execution, we not only elevate our own performance but also enhance the overall reputation and success of our company.

Feel free to reach out to your colleagues, managers, or HR department if you have any questions or need further clarification. We're all here to help you thrive in your role. Let's make this a great place to work, deliver a

## A WORD ABOUT THIS HANDBOOK

This Employee Handbook contains information about the general employment policies and practices of Eye Care Leaders (ECL). Some of the businesses that make up Eye Care Leaders operate outside of the United States and are subject to laws and procedures specific to that business' location. We expect each employee to read this Employee Handbook carefully. This handbook is a valuable reference for understanding your job and the company. The policies outlined in this Employee Handbook are guidelines developed by management. If you have a question about whether a policy or procedure contained in this handbook applies to you, please ask your Supervisor or local HR representative. In a developing business, policies from time to time may change with or without notice. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company.

This Employee Handbook supersedes and replaces any and all prior Employee Handbooks. This Employee Handbook does not create a contract of employment. Except for the policy of at-will employment, which can only be changed by the CEO of the company in writing, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook with or without notice. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing your employment for any specific time.

**Please Note: This handbook is a document for all ECL Employees. Location-specific addendums may be added based on each employee's country and/or state of residence.**

OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE FIRM IS AUTHORIZED TO ENTER INTO AN AGREEMENT, EXPRESSED OR IMPLIED, WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL (UNLESS THOSE AGREEMENTS ARE IN A WRITTEN CONTRACT SIGNED BY THE CEO OF THE COMPANY.)

This Employee Handbook refers to current benefit plans maintained by the company. If you have specific questions regarding benefit plans, please contact Human Resources.

## ■ EQUAL OPPORTUNITY EMPLOYMENT

Our company is an equal opportunity employer. We will not discriminate against employees or applicants for employment, promotion, pay or benefits of any legally-recognized basis including, but not limited to: veteran status, race, color, sex, sexual orientation, gender identity, national origin, citizenship status, religion, age and physical or mental disability.

## ■ AMERICANS WITH DISABILITIES ACT

Employees are entitled to reasonable accommodations for disabilities under certain circumstances. Our company is committed to providing equal employment opportunities to qualified individuals with disabilities and may include providing reasonable accommodation, where appropriate. If you have a condition, either temporary or permanent, which affects your ability to perform a basic life function, you may be entitled to an accommodation to perform your job. In general, it is your responsibility to notify Human Resources of the need for an accommodation. You may be asked for the type of accommodation you believe may be necessary, or the functional limitations caused by your disability. In some cases, unpaid leave from work may be an appropriate accommodation, if supported by medical diagnosis. When appropriate, we may need additional information from your treating physician or other medical or rehabilitation professionals. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

## ■ EMPLOYEE RELATIONS PHILOSOPHY

We are committed to providing the best possible environment that encourages maximum development for all our employees to achieve our goals. Our practice is to treat each employee fairly and with respect. We support the idea of teamwork whereby our employees work together to help to attain a common goal.

In order to accomplish our goals we provide a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We consider individual circumstances and the individual employee. We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## PROVISIONS

### 1 Prohibited Conduct Defined

Prohibited conduct includes verbal, written, electronic, visual, or physical conduct that relates to another person's gender, race, color, national origin, ancestry, religion, disability, age, sexual orientation or gender identity where such conduct may have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Prohibited conduct may include, but is not limited to, telling racist or sexist jokes or making offensive or derogatory remarks about another person's gender, race, color, national origin, ancestry, religion, disability, age, sexual orientation, gender identity or other protected-class status. Prohibited conduct also may include singling out persons for unduly harsh or abusive treatment based on such person's gender, race, color, national origin, ancestry, religion, disability, age, sexual orientation, gender identity or other protected-class status. Prohibited conduct includes sexual harassment as defined below. Prohibited conduct may occur not only through personal contact, comments, visual displays, or observation, but also through exposure to media such as e-mail; display of Internet sites or other material or information on computer monitors; or radio or television "talk shows" or other broadcasts containing sexually explicit, vulgar, profane, or otherwise offensive language. Prohibited conduct may occur either on or off The Company premises and either during work or non-working hours. Employees who engage in prohibited conduct may be subject to discipline, up to and including termination, regardless of whether such conduct rises to the level of unlawful harassment

### 2 Sexual Harassment Defined

Unwelcome advances, requests for sexual favors, quid pro quo, and other verbal, written, visual, or physical conduct of a sexual nature are prohibited. Such conduct also constitutes unlawful sexual harassment where:

- a Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- b Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or any decisions in the workplace affecting such individual; or

- c Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**Sexual harassment can take the form of verbal, written, visual or physical conduct and may include but is not limited to:**

**i Verbal:**

Sexually suggestive or obscene comments, jokes, slurs, or innuendo; persistent; unwanted flirtation or invitations for dates or other social activities; unwelcome sexual advances or passes; sexual remarks or questions about a person's body, clothing; or sexual activities.

**ii Written:**

Sexually suggestive or obscene letters, notes, or invitations; sexually suggestive or derogatory e-mail, text or instant message communications.

**iii Visual:**

Sexually suggestive or obscene gestures; leering or staring at another's body; displaying sexually oriented or derogatory pictures, posters, photographs, drawings, or cartoons; displaying sexually oriented or derogatory material on computer monitors.

**iii Physical:**

Patting, pinching, or other offensive touching; intentionally brushing against another's body; impeding or blocking another's freedom of movement.

**Sexually harassing conduct may include conduct between persons of the same gender. The above is not intended to be an exclusive or exhaustive list. Any conduct of any type which makes any individual feel uncomfortable should be immediately reported to management.**

**3 Persons Covered**

Unlawful discrimination and harassment is prohibited whether it is committed by managers, supervisors, co-workers, or non-employees, including vendors, suppliers, clients and customers. The Company employees must not engage in prohibited conduct against Company employees or employees of the Company's vendors, suppliers, clients or customers.

**4 Complaint Procedure**

Employees who either become aware of discrimination or harassment or believe that they are being or have been subjected to discrimination or harassment are required to notify one of the following immediately: (1) their supervisor or manager; (2) a member of the next level of management; or (3) Human Resources. The Company may ask that complaints be put in writing and signed by the complainant to facilitate the investigation process. Supervisors or managers who become aware of any incidents or alleged incidents of discrimination or harassment must immediately report them directly to Human Resources. Supervisors and managers who receive complaints of discrimination or harassment must consult Human Resources before undertaking an investigation or other action. Any supervisor or manager who fails to report allegations of discrimination or harassment or who otherwise fails to deal properly with such allegations may be subject to discipline, up to and including termination.

## 5 Investigation and Response

The Company will take prompt action to investigate all allegations of unlawful discrimination or harassment. Based upon its investigation, The Company will take immediate and appropriate corrective action. Any employee found to have engaged in unlawful discrimination or harassment will be subject to appropriate discipline, up to and including termination. Immediate and appropriate steps will also be taken if any non-employee (such as a vendor, supplier, client, or customer) is found to have unlawfully discriminated against or harassed any employee of the Company. While the Company would like the opportunity to handle this investigation on behalf of the aggrieved individual, nothing herein should be construed as an obstacle to the employee's right to discuss their situation with the Equal Employment Opportunity Commission (EEOC) if operating in the U.S.

## 6 Confidentiality and Non-Retaliation

Reports of discrimination or harassment will be kept confidential to the extent possible consistent with the need for a thorough investigation. The Company will not retaliate or take any form of reprisal against any victim of or witness to discrimination or harassment, or against anyone who in good faith, complains of discrimination or harassment, and any such retaliation or reprisal by the Company employee is forbidden. Any employee, supervisor, or manager who retaliates against a complainant or witness because of a complaint of discrimination or harassment, or because of participation in any investigation, may be subject to discipline, up to and including termination from employment. The Company encourages employees to report any incident of possible discrimination or harassment. Such witnesses who participate in the investigation of a retaliation claim shall be protected by the Company. The Company cannot promise confidentiality for those involved in retaliation complaints, but their identities will only be revealed on a need-to-know basis.

## 7 Implementation

The Company expects the cooperation of all employees in making this policy effective. The Company's intent in preparing, implementing, and distributing this policy is to help ensure compliance with federal, state, and local laws. This policy is not intended to impose any contractual obligations on the Company or any of its employees. Questions about this policy should be directed to Human Resources

## ■ Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests of The Company. Such confidential information includes, but is not limited to:

- ◇ Compensation data
- ◇ Marketing methods
- ◇ Computer processes, programs or codes
- ◇ Customer lists
- ◇ Customer statistics, preferences or data
- ◇ Financial information
- ◇ New products proposals, research or data
- ◇ Production processes
- ◇ Research and development strategies, and
- ◇ Vendor and supplier names and prices

All employees are required to sign an agreement which provides that such confidential information is proprietary and may be considered a trade secret. The disclosure of such information, even after the termination of the employment relationship, is expressly prohibited. Employees who improperly use or disclose trade secrets or confidential business information may be subject to disciplinary and/or legal action.

## ■ CONFLICTS OF INTEREST

Eye Care Leaders expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest, or an unethical business practice is both a moral and a legal question. Eye Care Leaders recognizes and respects the individual employee's right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the company.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises in which there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

- 1 Simultaneous employment by another firm that is a competitor of or supplier to Eye Care Leaders;
- 2 Carrying on company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest;
- 3 Holding a substantial interest in, or participating in the management of, a firm to which the company makes sales or from which it makes purchases;
- 4 Borrowing money from customers or firms, other than recognized loan institutions, from which our company buys services, materials, equipment, or supplies
- 5 Accepting substantial gifts or excessive entertainment from an outside organization or agency;
- 6 Speculating or dealing in materials, equipment, supplies, services, or property purchased by the company;
- 7 Participating in civic or professional organization activities in a manner that divulges confidential company information;
- 8 Misusing privileged information or revealing confidential data to outsiders
- 9 Using one's position in the company or knowledge of its affairs for personal gains; and
- 10 Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company

It is Eye Care Leaders' goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise, employees may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the

company and its employees: searches of personal belongings, searches of work areas, searches of private vehicles on company premises, medical examinations, and the like. Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

Employees are expected to make use of company facilities only for the business purposes of the company. Accordingly, materials that appear on company hardware or networks are presumed to be for business purposes, and all such materials are subject to review by the company at any time without notice to the employees. Employees do not have to have any expectation of privacy with respect to any material on company property.

Eye Care Leaders regularly monitors its communications systems and networks as allowed by law. Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. Employees who make excessive use of the communications system for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum and to emergency situations.

## ■ EMPLOYMENT CLASSIFICATION

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Eye Care Leaders classifies its employees as shown below. The Company may review or change employee classifications at any time.

### ■ EXEMPT

Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay

### ■ NON-EXEMPT

Non-exempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

### ■ REGULAR, FULL-TIME

Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

### ■ REGULAR, PART-TIME

Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours weekly but at least 20 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the company and are subject to the terms, conditions, and limitations of each benefits program.

### ■ TEMPORARY, FULL-TIME

Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

## ■ TEMPORARY, PART-TIME

Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

## ■ WORKWEEK AND HOURS OF WORK

The standard workweek is from Monday 12:00 a.m. until Friday 11:59 p.m. and generally consists of 40 work hours. Office hours are 8:30 a.m. to 5:00 p.m., with a 30-minute lunch break. Individual work schedules may vary depending on the needs of each department.

## ■ MEAL AND REST BREAKS

Employees are entitled to a 30-minute unpaid meal break each day. Any non-exempt employee who is required to work through a meal break will be paid for the 30-minute period. Employees are also entitled to two 15-minute rest periods each day. Meal and rest breaks will be scheduled by the department supervisor or manager.

## ■ TIME TRACKING

All non-exempt employees are required to complete accurate weekly time reports showing all time worked. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each week, employees and their supervisors must review the time sheet on the HRMS portal attesting to its correctness.

## ■ OVERTIME

When required due to the needs of the business, employees may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Non-exempt employees will be paid overtime compensation at the rate of one and one-half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, paid time off (PTO), bereavement time, and jury duty, does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager.

## ■ IMMIGRATION REFORM AND CONTROL ACT (I-9)

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, our Company is committed to employing only individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility before, or within three business days of starting your employment. Please contact Human Resources to complete this form.

If an employee is authorized to work in the USA for a limited time period, they are required to submit proof of renewed employment eligibility at least 30 days prior to the expiration of that period to remain employed by the Company.

## ■ EMPLOYMENT VERIFICATION

The Human Resources department will confirm dates of employment and positions held, but will not typically provide additional information. Human Resources and the company CEO are the only employees authorized to provide job information beyond dates of employment and position held. Any Company employee receiving a request for verification of employment should not answer it but should forward it to Human Resources.



## SECTION 2

# YOUR PAY AND PROGRESS

### ■ PAYCHECK DEDUCTIONS

The Company is required by law to make certain deductions from your pay check each pay period. Such deductions typically include federal, state and local taxes, where applicable, Medicare and Social Security. All deductions and the amount of the deductions are listed on your pay stub. Additionally, if you qualify for insurance benefits and have authorized the Company to deduct insurance premiums from your salary, those deductions will also be taken from your pay check. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

### ■ GARNISHMENT/CHILD SUPPORT

When an employee's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the employee's pay check. Our company adheres to federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment. If you have any questions about this, please contact Human Resources.

### ■ DIRECT DEPOSIT

You can have your pay deposited directly into your bank account through our direct deposit program. A voided check may be required at the employee orientation. Pay periods are semi-monthly, covering the 1st through the 15th and the 16th through the end of the month, depositing into your account on the 21st and 7th, respectively. If the 7th or 21st lands on a holiday or weekend, the payday will be the following business day.

### ■ EMPLOYEE SELF SERVICE

The Company's HRMS and payroll provider, Paychex and Darwinbox, offer online Employee Self Service (ESS) where employees can view pay stubs, update direct deposit & tax withholding allowances, and process address changes and more. For more information, please contact Human Resources



## SECTION 3

# TIME AWAY FROM WORK AND OTHER BENEFITS

### ■ BENEFITS

#### Please Note:

- ◇ “Company” refers to the legal or operating entity that pays or for which an employee works.
- ◇ The benefits below are available to all Full-Time employees who work at least 30 hours per week.

### ■ PAID TIME OFF – VACATION, VOLUNTEER, AND PERSONAL DAYS

| PTO Features                                  | Level 1         | Level 2        | Level 3        |
|-----------------------------------------------|-----------------|----------------|----------------|
| Length of Service                             | 0–3 years       | 3–5 years      | 5 years Plus   |
| Total PTO Accrual in a year                   | 15 days/120 hrs | 17 days/136hrs | 20 days/160hrs |
| Accrual cap at 1½ times annual PTO allotment* | 180 hours       | 204 hours      | 240 hours      |

\*For example

Level 1 employee can accrue up to 180 hours or 22.5 days, after which, employee must use PTO before accrual begins again. ECL encourages the use of PTO and therefore does not pay accrued PTO to employees who leave employment for any reason. Any unused PTO is forfeited upon an employee's work separation unless specifically required by that employee's state of residence.

## ■ FAMILY MEDICAL LEAVE ACT

FMLA (U.S.) requires employers, both private and public, to provide 12 weeks of unpaid leave, continue health care benefits and provide job protection to employees who have worked for an employer for a minimum of one year.. FMLA applies to employers with 50 or more employees that have been on payroll for 20 or more weeks in a calendar year. Employees are required to use any accrued and unused Paid Time Off during any unpaid portion of FMLA.

**Eligible employees can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:**

- ◇ The birth of a child or placement of a child for adoption or foster care.
- ◇ To bond with a child (leave must be taken within one year of the child's birth or placement);
- ◇ To care for the employee's spouse, child, or parent who has a qualifying serious health condition.
- ◇ For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- ◇ For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.
- ◇ An employee can be eligible for FMLA if he or she:
  - has worked for an employer a minimum of one year.
  - has worked a minimum of 1,250 hours during the 12 months prior to the start of the FMLA leave.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block.

When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

FMLA must be requested, in writing, at least 30 days prior to the time of the anticipated leave. If 30 days' advance notice is not possible, notice must be provided as soon as practicable. In any event, no later than the next business day after the need for leave becomes known.

Some states may provide additional or expanded benefits under FMLA. Please contact Human Resources for more information and for forms to request FMLA leave.

Further details, please contact the Human Resources Team.

## ■ MILITARY LEAVE

ECL supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the HR department and the employee's supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of five years and still retain employment rights.

Further details, please contact the Human Resources Team.

## ■ BEREAVEMENT

Employees are permitted to attend funeral arrangements for immediate family members, including spouses, children, parents, siblings, in-laws, grandchildren, and grandparents. In such cases, up to three (3) paid days may be approved by an employee's supervisor and handled on a case-by-case basis. Employees may take up to 5 days for spouse and children and 3 days for parents, grandparents, siblings, in-laws. Employees must request this leave from their supervisor. For Further details, please contact the Human Resources Team.

## ■ MEDICAL/DENTAL INSURANCE

### Medical/Dental/Vision Insurance

Medical, Dental & Vision Insurance for full time employees is effective on the first day of the month following the of Hire date. Please see your Benefit Enrollment materials for more information. For Further details, please contact the Human Resources Team.

## ■ 401(K) RETIREMENT PLAN

All Full time Employee can participate in the 401k Retirement Plan. Please refer to the Summary Plan Description (SPD).

### Your Contributions

- Deferrals can be made as Traditional Pre-Tax and/or as Roth.
- You may contribute up to the IRS limit each year.
- Anyone 50 years of age or older may make catchup contributions.
- Automatic Enrollment default rate of 3% of pay.

### Company Matching

Eye Care Leaders and its subsidiaries makes discretionary contributions to the plan on your behalf. Our current match policy is 50% of your contributions on the first 3% of your pay.

After 3 years, you will be fully vested with the employer matching funds.

For Further details, please contact the Human Resources Team

## ■ LIFEINSURANCE,AD&D,SHORTTERMANDLONG-TERMDISABILITY

Life Insurance, Short Term and Long-Term Disability coverage is also provided at no cost to the employee.

Coverage for Life, AD&D, Short Term and Long-Term Disability will become effective on the first day of the month following date of Hire.

Employees may also elect to purchase additional Life Insurance, Spouse Life and/or Child Life. Please note that Evidence of Insurability may be required. Please note that while the Company makes these opportunities for benefits available, only the disability and/or insurance carrier (makes the ultimate decision on whether benefits are received).

### Basic and Voluntary Life and AD&D Insurance:

In addition to the life Insurance the company already provides, you can purchase additional coverage through payroll deductions. You must be enrolled in the plan as an employee in order to purchase coverage for your dependents.

Further details, please contact the Human Resources Team.

## ■ FLEXIBLE SPENDING ACCOUNTS

Employees may elect to participate in a Health Care Spending Account and/or Dependent Care Spending Account implemented through our payroll service. Employees may contribute up to \$2,850 for the Health Care Spending Account and \$5,000 for the Dependent Care Spending Account in each calendar year. Please note that these annual contributions may be adjusted due to required Non-Discrimination Testing.

For Further details, please contact the Human Resources Team.

## ■ TUITION REIMBURSEMENT

Based on prior written approval, the Company reimburses some amount of the tuition for courses directly relating to improvement or development of the employees position within the company. Approval must be obtained before class and reimbursement will occur after completion with official proof of completion with a "C" or better. Further details, please contact the Human Resources Team.

## ■ MATERNITY/PATERNITY LEAVE

In recognition of the event of a baby's birth, Short Term Disability salary continuation may be paid directly to the employee mother, upon approval from the insurance carrier. New parents due to adoption or foster care placement or new fathers due to the birth of child, will be granted up to two weeks of paid Maternity/Paternity Leave salary continuation. Maternity/Paternity Leave days are to be taken within 60 days of the birth, adoption or foster care placement. Maternity/Paternity days can be taken before and/or after the birth, adoption or foster care placement and can be continuous or intermittent. Employees may request to take FMLA leave, if eligible, to care for a new child. Further details, please contact the Human Resources Team.

## ■ HOLIDAYS

ECL typically closes its U.S. office(s) in observance of the following U.S. holidays. Please refer to the holiday calendar updated on the HRMS system.

- |                    |                          |
|--------------------|--------------------------|
| ◇ New Year's Day   | ◇ Thanksgiving Day       |
| ◇ Presidents Day   | ◇ Day After Thanksgiving |
| ◇ Good Friday      | ◇ Christmas Eve          |
| ◇ Memorial Day     | ◇ Christmas Day          |
| ◇ Independence Day | ◇ New Years Eve          |
| ◇ Labor Day        |                          |

## ■ FITNESS MEMBERSHIP

Based on the approval of an authorized individual, the Company may reimburse up to \$10 per month for Fitness Membership.

## ■ PHONE REIMBURSEMENT

Based on the approval of an authorized individual, the Company may reimburse up to \$43 per month for cellular phone use. Further details, please contact the Human Resources Team

## ■ INTERNET REIMBURSEMENT

Based on the approval of an authorized individual, the Company may reimburse up to \$28 per month for internet connection.

### NOTE:

As ECL employees work remotely, it is the employee's responsibility to ensure reliable access is available and that the minimum connectivity/upload/download speeds can be achieved. Further details, please contact the Human Resources Team.

## ■ REFERRAL BONUS

To attract and retain the best possible talent within the organization, ECL has enacted a referral bonus program for employees below the Director Level. For any eligible employee who refers a candidate who is hired and remains employed for a minimum of 90 days, a \$100 bonus will be paid on the first available payday following completion of the 90 days. Further details, please contact the Human Resources Team

## ■ JURY DUTY

The Company will excuse and pay at full salary, time off for mandatory jury duty or court appearances required by a valid subpoena or court order, provided that proof of duty is provided to the employee's supervisor in advance of such absence. Further details, please contact the Human Resources Team.

## ■ COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102 percent of the cost to the plan. Administrator for our COBRA plan is Paychex (as on date). Further details, please contact the Human Resources Team.

## ■ WORKER'S COMPENSATION

On-the job injuries are covered by our Worker's Compensation insurance policy. This Insurance is provided to employees at no cost. If you are injured on the job, no matter how slightly, report the incident immediately to Human Resources. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim and any payment of benefits. Further details, please contact the Human

## ■ ADDITIONAL UNPAID LEAVE

In the event that an employee is on leave from work due to a medical event or other circumstance previously approved by the Company, and additional un-paid leave is needed, the Employee must request additional leave, in writing, prior to the end of the expiration of the leave currently approved (i.e. FMLA). Additional unpaid leave, when warranted, may be granted on a case-by-case basis. In any event, it may become an undue hardship to keep the Employee's position available when the leave exceeds one (1) year. Further details, please contact the Human Resources Team.

## ■ NATURAL DISASTERS/WEATHER CLOSURES/OTHER

In the event of a documented natural disaster or other incident which prevents an employee from accessing their place of work or performing their daily tasks due to evacuation orders or physical inability to work, the Company may grant additional PTO on a case by case basis.

## ■ EMPLOYEE ASSISTANCE PLAN

This program is a voluntary, confidential service that provides professional counseling and referral services designed to help you with personal, job or family related problems. Available 24 hours a day, 7 days a week

**This program is for you and your dependent family and includes:**

- 3 face-to-face visits with a counselor
- Unlimited counseling by phone
- Legal and financial counseling and assistance

Please contact 800-316-2976 to speak with an EAP representative.



## SECTION 4 ON THE JOB

### ■ WORK SCHEDULES

ECL works remotely from Monday 12:00 a.m. until Friday 11:59 p.m. and generally consists of 40 work hours a week. Many employees work flexible schedules. If you believe that your job can be done as efficiently or more efficiently outside the regular workdays/hours, please make a proposal to your supervisor. These decisions will be made on a case-by-case basis.

### ■ ATTENDANCE

Unless previously coordinated with your supervisor, employees are expected to be working during their scheduled hours. If you are unable to make it in due to personal or family illness, or other issue, you are expected to notify your immediate supervisor as soon as possible. Failure to show up for work without notification for three (3) consecutive days will constitute job abandonment and may result in disciplinary action up to and including dismissal.

### ■ MOONLIGHTING/OUTSIDE EMPLOYMENT POLICY

The company discourages our full-time employees from moonlighting or taking outside employment. Employees who wish to take on outside employment must first obtain written permission from the company CEO. Work requirements for the company, including overtime, must take precedence over any moonlighting or outside employment. The company will not permit any full-time employee to take an outside job with a company in the same or related business as the company, or which is in any way a competitor of the company.

Full-time employees are not permitted to moonlight or work other than for the company, without the express approval of the company CEO or her designated representative. The nature of the proposed moonlighting or other full-time employment must be described in detail. It is within the discretion of the company to permit or disapprove the proposed moonlighting or outside full-time employment.

If the company permits an employee to moonlight or take outside employment, and, as a result of this moonlighting or outside employment, the employee is unable to work when requested by the company, including overtime, or is unable to maintain a high work performance level at the company, permission to work at the outside job may be rescinded, or the employee may be required to discontinue the moonlighting or outside employment and be subject to discipline including dismissal. Permission to moonlight may be rescinded at any time.

The company will not pay medical benefits for injuries or sickness resulting from moonlighting or employment by any other employer.

## ■ ELECTRONIC COMMUNICATIONS POLICY

Employees are provided with access to The Company's voice mail, e-mail and Internet systems for work-related purposes. Employees are required to use their business email for all business related communications. While we understand that employees may occasionally use these systems for personal purposes, all data remains Company property. Employees are expected to respect the following limitations:

Employees are prohibited from accessing pornographic, sexually explicit or other similarly inappropriate Internet sites while using The Company's Internet system, including but not limited to computers, tablets, and smartphones (e.g. the Company's electronic communications systems).

The Company's policy prohibiting harassment, in its entirety, applies to the use of the Company's electronic communications systems. No one may use electronic communications in a manner that may be construed by others as harassment or offensive based on race, national origin, sex, sexual orientation, gender identity, age, disability, religious beliefs or any other characteristic protected by federal, state or local laws.

Because all e-mails are sent through the Company's servers, the e-mails you send through the Company's system are not private. The Company may access its electronic communications systems and obtain the communications within the systems for a number of reasons, including maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that the Company's operations continue appropriately during an employee's absence. You will not be notified if and when the Company accesses its electronics communications systems. Assume all electronic data and communications may be searchable at any time.

No one may access, or attempt to obtain access, to another individual's electronic communications without appropriate authorization.

## ■ SOFTWARE POLICY

The Company specifically forbids the unauthorized duplication of software. Employees are not permitted to install their own copies of any software onto company machines without the permission of their supervisor, and if applicable, the Company's Information Technology manager. The Company employees are not permitted to copy software from company's computers and install it on home or any other computers.

## ■ SUBSTANCE ABUSE

In compliance with the Drug Free Workplace Act of 1988, "the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace." The Company Inc. is committed to maintaining an environment for employees that is healthy and free from substance abuse. The Company will not tolerate employees being at work while impaired by alcohol, illegal drugs, or inappropriately used prescription or over-the-counter drugs. Substance abuse in employees is not only detrimental to performance but also contributes to a low morale for co-workers. The Company employees not only have the right to work in an environment free from substance abuse but also to work with persons who are productive team members unaffected by the use and abuse of illegal drugs and alcohol. To ensure a safe and productive workplace, The Company provides for disciplinary action, up to and including discharge, against all employees for infractions of this policy.

Upon approval, The Company will provide assistance by allowing unpaid leave and resource guidance for the treatment of substance abuse problems. This assistance is available to any employee who voluntarily initiates a request for help.

The use of illegal drugs on the company premises, in the company parking lot or surrounding grounds or offsite while conducting company business is prohibited and will result in disciplinary action up to and including termination. The use of alcohol at work is not permitted. Alcohol consumption outside of the confines of work, which causes the employee to be impaired while working, will result in disciplinary action up to and including termination. Suspected instances of substance abuse or impairment due to alcohol abuse should be reported to supervisor and/or Human Resources.

Supervisors should document (in writing) occurrences of suspected substance or alcohol impairment or abuse and discuss these occurrences immediately with the employee in a private setting. The supervisor should assess whether he/she feels that the employee is truly impaired, preferably with Human Resources or another supervisor in the room. If the supervisor feels that the impairment is due to substance abuse (including alcohol), the employee will be required to leave work immediately and to be tested "for cause". If the employee requests unpaid leave to seek treatment for the control of the substance or alcohol abuse, Human Resources and the supervisor will consider the request. The employee may be asked to verify completed treatment as a requirement to return to work. All information related to the substance abuse and rehabilitation will remain strictly confidential.

Employees deemed to be impaired through assessment and/or testing will be considered to be on probation. Subsequent infractions of the Substance Abuse policy, after testing and during probation, will result in immediate disciplinary discharge. If the employee requests and completes a treatment or rehabilitation program and returns to work productively and without episode, the probation may be lifted. If a subsequent infraction occurs after treatment has been completed and the probation has been lifted, depending on the

## ■ VIOLENCE

Violence by an employee or anyone else against an employee, supervisor or member of management cannot be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage of the company's property in the event someone, for whatever reason, may be unhappy with the company's decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report the threat immediately to your supervisor, Human Resources immediately Do not engage in either violent physical or verbal confrontation with a potentially violent individual.

If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911 in the U.S.) immediately.

All reports of work-related threats are kept confidential to the extent possible, and are investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases or workplace violence.

Weapons such as, but not limited to, knives, pepper spray and firearms are not allowed on company premises at any time other than those carried by Law Enforcement Officers.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including termination

## ■ REQUEST FOR INFORMATION

If contacted by an attorney or anyone outside of the Company requesting information about the Company or its employees, past or present, please direct that request to your immediate Supervisor or Human Resources.

## ■ THE COMPANY MEETING CODE

If contacted by an attorney or anyone outside of the Company requesting information about the Company or its employees, past or present, please direct that request to your immediate Supervisor or Human Resources.

Our culture is based on an open door and open book operating philosophy. We value candid dialogue and face the brutal facts head on without flinching.

- ◇ We face the real issues directly – the elephants in the room no one wants to discuss.
- ◇ We participate. If you're quiet, why are you here?
- ◇ We praise and challenge publicly.
- ◇ We share financial information.
- ◇ We bring all issues to the group – no subgroups, private conversations, etc.
- ◇ We ask ourselves, "What are we afraid to talk about?"
- ◇ We then address those issues.
- ◇ We offer analysis – not just numbers, raw data or speculation.
- ◇ We are inclusive, ensuring the meeting is equally productive for all participants, regardless of location.
- ◇ We listen attentively, don't hold side conversations and don't interrupt, even if we disagree with someone's interpretation or ideas.
- ◇ We are accountable. When action items are discussed, we agree on who will do what by when.
- ◇ We are respectful of the group's time. We only hold detailed discussions of issues relevant to the group as a whole.
- ◇ We are prepared. We have an agenda, we send out information beforehand when possible and we bring with us all information necessary for the scheduled discussion



## SECTION 5

# PROGRESSIVE DISCIPLINE

### ■ RESPONSIBILITY

In case of employee performance or behavior concerns, the immediate supervisor is responsible for adequately documenting the occurrence, counseling the employee, and notifying Human Resources for assistance in managing the process. Ongoing communication between supervisors and employees with respect to job performance and Company standards of conduct and behavior is part of the ordinary supervisor/employee relationship. None of the procedures contained in this policy or any other policy alters the fact that employment with the Company is at will. When it is deemed appropriate and in the best interest of the Company, employees may be involuntarily terminated at any point during the disciplinary process.

### ■ PROCEDURE—DOCUMENTATION TO BE COMPLETED ON HRMS PORTAL

#### i **Non-Performance Level 1- Informal Verbal Warning:**

The supervisor will inform the employee when performance or behavior is in violation of Company policy/standards and what change must occur to rectify the issue.

#### ii **Non-Performance Level 2 - Formal Written Warning:**

The supervisor in consultation with HR will prepare a written warning and present it to the employee.

**The document must include:**

- a An explanation of the performance deficiency or inappropriate
- b The action required to correct the problem and a time frame for correction.

The Formal Written Warning will be signed by the supervisor and employee. The employee signature is not an admission of guilt but merely acknowledgement of receipt.

**iii Non-Performance Level 3 - Final Written Warning**

If the performance or behavior concern(s) addressed in the Formal Written Warning do not improve, or if the concern is of a significant enough nature, the supervisor may issue the employee a Final Written Warning or PIP. **The Final Written Warning must include:**

- a An explanation of the performance deficiency or inappropriate
- b The action required to correct the problem and a time frame for correction.
- c A statement that termination will follow if the problem is not corrected or if additional performance or behavior issues occur.

The Final Written Warning will be signed by the supervisor and employee. The employee signature is not an admission of guilt but merely acknowledgement of receipt.



# EMPLOYEE HANDBOOK

## ACKNOWLEDGEMENT AND RECEIPT

### I HAVE RECEIVED MY COPY OF THE EMPLOYEE HANDBOOK.

The employee handbook describes important information about ECL and its associated companies, and I understand that I should consult my supervisor or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with ECL voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or ECL can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that, other than the president of company, no manager, supervisor or representative of ECL has any authority to enter into any agreement for employment other than at will; only the president of the company has the authority to make any such agreement and then only in writing signed by the president of ECL.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with ECL. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by ECL, and the Company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the president of Beckett Media has the ability to adopt any revisions to the policies in this handbook.

**I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment within ECL's portfolio of companies is employment at will, which may be terminated at the will of ECL or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by ECL.**

**I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.**

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Employee Name

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Employee Signature

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Date

TO BE PLACED IN EMPLOYEE'S INDIVIDUAL FILE



**Schedule 3.9(e) – Workforce Agreements**

See attached template letter of appointment.

There are no exceptions to the representations and warranties set forth in Section 3.9(e) of the Agreement.



[REDACTED]

Name: [REDACTED]

Address: [REDACTED]

Email - [REDACTED]

Dear [REDACTED],

**Subject: Letter of Appointment**

This letter of appointment is being issued pursuant to your acceptance and receipt of the offer letter dated [REDACTED]

We now hereby confirm your appointment as **Senior Software Engineer - Database Administration**. (Hereinafter to be referred as ECLL Pvt Ltd) commencing from [REDACTED] on such remuneration as already agreed by you as per the said offer letter. We wish you all the very best and look forward to developing a mutually beneficial association.

Please note that your employment with Company shall be governed by the terms and conditions as mentioned below and policies, rules and regulations of the Company as specifically mentioned herein by way of reference and in force or as amended or altered from time to time (duly notified to you).

This letter of appointment shall supersede all prior negotiations, agreements, and understandings with respect to your employment hereof and/or your employment with the Company, unless specifically incorporated herein by way of reference.

**1. REMUNERATION**

- a. Your salary shall be as per the annexure signed by you with the said Offer Letter (reannexed herewith) and shall be released as per the policies of the Company.
- b. Your salary shall be subject to legal and statutory deductions including on account of tax, provident fund and any other legal or statutory deduction that may be introduced during the term of your employment with the Company.

**2. PLACE OF POSTING AND TRANSFER**

You will presently be stationed at . However, the Company shall have the right, at its sole discretion, to transfer at any time, your services to any of its branch offices in India or worldwide as per its or its affiliates'/subsidiaries'/group companies' business requirement.

**3. PROBATION**

You will be on probation **180 Days** months from the date of your joining the Company and this period of **180 Days** months can be extended by the Company at its sole discretion subject to your performance. During the Probation Period your services are liable to be dispensed with at any time by either side by giving Thirty (30) days' notice or upon payment of salary in lieu thereof without assigning any reason whatsoever. However, in the event you resign from your services during your

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**ECLL Private Limited**

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Corp. Office : AWFIS, Plot No.21, Riverside Tower, Opposite Lucerna Tower, Sector 125, Noida – 201303

CIN No. : U74999DL2017PTC314792



probation period, the Company as per its business requirements may opt to either relieve you earlier (without any liability of paying of any notice period that you were to serve) or in the event you are in middle of an assignment, extend your notice period to allow you to complete all operative parts of the assignment.

#### **4. REFERENCE CHECK AND DATA PROTECTION**

- a. By placing your signature on this letter of appointment you are confirming that your employment with the Company is based on the academic, professional, personal details and other information submitted by you (hereinafter referred to as "Personal Data") with the Company and is subject to a reference check by the Company before or during the course of your employment. You further agree to notify in writing immediately to the Company any change affecting the Personal Data provided by you to the Company in order to hold and maintain them accurate and updated.
- b. By signing on this letter of appointment you hereby authorize the Company to verify, validate, transfer, store, process all the Personal Data submitted by you or otherwise obtained by the Company and to share such Personal Data with other companies, whether in India or abroad, to ensure compliance with this letter of appointment and its legal obligations such as income tax and social security withholdings, management, and other necessary human resources, management, and employment related matters.
- c. If at any time during your employment with the Company, it emerges that the Personal Data furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed, your employment shall be considered ineffective and irregular and may be liable to be terminated by the Company, at Company's sole discretion.

#### **5. YOUR RESPONSIBILITIES**

- a. Unless prevented by sickness, injury or other incapacity (subject to proof of records) or as otherwise agreed by your reporting manager (in writing), you will devote your time exclusively to the business and affairs of the Company.
- b. During the term of your employment, you shall not engage in any business or enterprise or work directly or indirectly for any other person / employer or be a director of any other company, gratuitously or for profit, without the previous specific written consent of the Company. You shall disclose at the time of
- c. appointment if you are a director in any company. In addition, you should not have any interest, financial or otherwise, directly or indirectly, in any firm, company or body with whom the Company has, or contemplates having, business relations without disclosing the fact in writing to the Company immediately when it comes to your knowledge that such business relations are being contemplated or made.
- d. During your employment, you may be called upon to work at any of the Company's establishments, subsidiary or associate of the Company and / or to undertake tours or other assignments in connection with the company's activities.
- e. You should not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor shall you become a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company's management.

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- f. During your employment with the Company and/or thereafter, you shall not do any act, deed or thing which may damage or harm the reputation of the Company or any of its affiliates or directors or stakeholders.
- g. In addition to the duties and obligations specified in this letter of appointment, you shall abide by all the rules, regulations, policies and procedures framed by the Company from time to time and brought to your notice duly.
- h. For avoidance of doubt in terms of shift timings, please be noted that the Company's operations run on 24 x 7 basis, accordingly, your shift timings may vary from time to time as per the business requirements of the Company. In the event you refuse to follow the allotted shift, it will be deemed as gross misconduct on your part and necessary disciplinary action will be initiated by the Company as per the terms of this letter of appointment and Company's ancillary policies.

## 6. REPRESENTATION AND WARRANTIES

You represent and warrant that:

- a. There are no restrictions or prohibitions that may prevent you from fully and properly undertaking any of your obligations herein. You acknowledge that if any such restriction or prohibition comes into existence, is enforced, and will prohibit or prevent you from fully and properly undertaking any of your employment obligations pursuant to this letter of appointment, you will inform the Company within seven (07) days and make good faith efforts to eliminate such restriction or prohibition. If such restriction or prohibition is not removed within thirty (30) days, then the Company may terminate your employment as per the terms of this letter of appointment.
- b. You will not make or cause to be made any payment, loan or gift of money or anything of value, directly or indirectly, to or for the benefit of any official, employee or commercial agent of any government, governmental authority, public agency, public enterprise or public international organization or to any political party or candidate thereof, where, such payment, loan or gift of money or anything of value would constitute a bribe or a facilitation payment or is intended to influence a decision in favor of the Company;
- c. You will not post any denigrating comments or statements or remarks against the Company (and its employees) on social websites/blogs and/or misrepresent the Company in whatsoever manner.

## 7. INTELLECTUAL PROPERTY RIGHTS

- a. All Intellectual Property which you may make or conceive, either solely or jointly with others, during the period of your employment with the Company, shall be deemed to be the sole property of the Company. Further, it shall be your duty to promptly reduce to writing and to disclose to the Company all such Intellectual Property which you may make or conceive.
- b. You hereby expressly waive all of your rights and interests in and to the Intellectual Property and shall at the request of the Company execute such documents as may be required for assignment of the Intellectual Property.
- c. The rights and obligations under this Clause in respect of Intellectual Property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon you and your representatives in perpetuity.

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- d. For the purpose of this Clause "Intellectual Property" shall mean any and all now known or hereafter known tangible and intangible rights vested with the Company, as the case may be, and shall include (a) licenses rights, (b) trade and service marks, (c) trade or business names, domain names, (d) rights in designs, copyrights, for the full term of such rights and including any extension to or renewal of the terms of such rights and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world, (d) other intellectual or industrial property rights (of each kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise.

#### **8. NON-COMPETE, CONFIDENTIALITY AND NON-SOLICITATION**

In reference to the *Non-Competition, Confidentiality and Non-solicitation Agreement* that you had signed at the time of joining the Company, you agree that the said *Non-Competition, Confidentiality and Non-solicitation Agreement* constitutes to be part and parcel of your employment terms and thus shall be read in conjunction with this letter of appointment.

#### **9. INDEMNITY AND LIABILITY**

Upon your failure to comply with the terms and conditions of this letter of appointment and/or *Non-Competition, Confidentiality and Non-solicitation Agreement*, the Company shall be entitled to initiate civil and criminal proceedings against you including but not limited to Section 72A of the Information Technology Act, Section 403 i.e. Dishonest misappropriation of property and Section 405 i.e. Criminal breach of trust under the Indian Penal Code, 1860. At all times you should indemnify and save harmless the Company from all and every loss, injury, costs, damages, etc., which has been or shall or may at any times or time hereafter, the Company may suffer as a result of any act or omission on your part or in the event of any breach of the terms and conditions of your employment.

You should protect, indemnify and save harmless the Company from and against any and all damages, claims, suits, actions, judgments, costs and expenses whatsoever (including reasonable legal/attorney fees) arising out of breach of the terms of this letter of appointment or in connection with act or omission on your part during the course of your employment with the Company.

#### **10. SEVERANCE**

- a. After confirmation of your services with the Company, the Company may terminate your employment by serving a written notice of 60 Day(s) or payment of salary in lieu thereof. Likewise, after being confirmed, you may resign from your services by serving **60 (Sixty) days'** notice period or salary in lieu thereof. However, in the event, you resign from your services, the Company as per its business requirements may: (i) opt to relieve you earlier (without any liability of paying of any notice period that you were to serve) or; (ii) extend your notice period to allow you to complete all operative parts of business assignment(s) in the event you are in middle of an assignment.
- b. Notwithstanding anything contrary contained herein, your employment shall be terminated forthwith without (any notice obligation) in the event you are found to have committed gross misconduct. By the expression "gross misconduct" shall be meant any of the following acts and omissions on your part:



- i. engaging in any trade or business outside the scope of your duties except with the written permission of the Company.
- ii. unauthorized disclosure of information regarding the affairs of the Company or any of its customers or any other person connected with the business of the Company which is confidential or the disclosure of which is likely to be prejudicial to the interests of the Company.
- iii. found to be in a drunken or intoxicated or disorderly state or are found behaving indecently or any conducting in similar behavior on the premises of the Company;
- iv. willful damage or attempt to cause damage to the property of the Company or any of its client/vendors;
- v. willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;
- vi. slowing down in performance of work and/or underrated performance even after being given performance feedback by the reporting manager;
- vii. gambling or betting on the premises of the Company;
- viii. doing any act prejudicial to the interest of the Company or gross negligence or negligence involving or likely to involve the Company in serious loss;
- ix. giving or taking a bribe or illegal gratification from a client or a prospective/current employee of the Company or a vendor of the Company;
- x. abetment or instigation of any of the acts or omissions above mentioned knowingly making a false statement in any document pertaining to or in connection with your employment in the Company;
- xi. remaining absent without intimation continuously for a period exceeding 03 (Three) days;
- xii. misbehavior towards Company's customers or services providers;
- xiii. conviction by a criminal court of law;
- xiv. indulging in any act of sexual harassment at workplace. Wherein sexual harassment shall include such unwelcome sexually determined behavior (whether directly or otherwise) as physical contact and advances, or demand or request for sexual favors, or sexually colored remarks, or showing pornography, or any other unwelcome physical/verbal/non-verbal conduct of a sexual nature;
- xv. if you are found to be involved or have committed in any act which is prohibited under the law;
- xvi. material breach of the terms of this offer letter, the *Non-Competition, Confidentiality and Non-solicitation Agreement* and other policies of the Company that you had signed at the time joining.

However, depending on the enormity of the circumstance, in the event of any of the above listed gross misconducts being found to be committed on your part, apart from the right to terminate your services forthwith, the Company at its discretion may also choose to bring you down to lower scale of pay; and/or your increment/s and/or promotions may also be stopped for a period; and/or any and all allowances given to you may also be withdrawn; and/or you may also be fined.

It is also expressly agreed by you that the Company undertakes background verification for all employees and if any information provided by you is found to be incorrect or misleading, you would be faced with strict disciplinary action, which may also include termination without notice.

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#### 11. EFFECT OF SEVERANCE

- a) In the event of termination of your services by the Company, the Company shall only be obligated to provide you with payment of accrued remuneration and leave encashment as per the leave policy of the Company in lieu of unavailed accrued privilege leave standing to your credit, due and payable up to the last date of your employment with the Company. It is hereby clarified that no further payments in respect of incentives of whatsoever nature would be made to you in the event your services are terminated by the Company.
- b) Upon resigning from your services or termination of your employment (for whatever reason and howsoever arising) you:
  - i. shall not take away, conceal or destroy but shall immediately handover to the Company all documents and information (which expression shall include, without limitation, notes, software, correspondence, drawings, plans, designs and any other material upon which data or information is recorded or stored) relating to the business or affairs of the Company or any affiliate or any of their customers, shareholders, directors, employees, officers, clients, suppliers and agents (and you shall not be entitled to retain any copies or reproductions of any such documents) together with any other property belonging to the Company which may then be in your possession or under your control;
  - ii. shall not at any time thereafter make any untrue or misleading oral or written statement concerning the business and affairs of the Company or any affiliate nor represent yourself or permit yourself to be held out as being in any way connected with or interested in the business of the Company or any affiliate (except as a former employee for the purpose of communicating with prospective employers or complying with any applicable statutory requirements);
  - iii. should immediately return to the Company such items or materials (pertaining to or concerning the Company or the business of the Company) under your control or in your possession or otherwise dispose of or destroy as per the written directions of the Company;
  - iv. immediately return all items of equipment held on loan or hire from the Company.

#### 12. COMMUNICATIONS

All notices given pursuant to this appointment letter shall be in writing and shall be deemed to be served as follows:

- a. In the case of any notice delivered by hand, when so delivered;
- b. If sent by speed post or registered post, on the third clear day after the date of posting;
- c. If sent by e- mail, 24 hours after the mail is sent by either party to the other party at the respective addresses available with the parties as per the available records.

#### 13. GOVERNING, JURISDICTION AND DISPUTE RESOLUTION

- a. This letter of appointment shall be governed in all respect by the laws of India and subject to the arbitration clause as contained herein below the courts at Delhi shall have exclusive jurisdiction.
- b. If any dispute, difference or claim including but not limited to the matter of damages, if any, (collectively referred to as "Dispute") arises between you and Company about the validity, interpretation, implementation or alleged breach of any provision of this appointment letter,

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#### ECLL Private Limited

Regd. Office : B1/H3, Mohan Co-Operative, Mathura Road, Industrial Area, BLOCK B, New Delhi, Delhi 110044

Corp. Office : AWFIS, Plot No.21, Riverside Tower, Opposite Lucerna Tower, Sector 125, Noida – 201303

CIN No. : U74999DL2017PTC314792



or anything connected or related to or incidental to this appointment letter, then the Dispute shall be submitted to arbitration before the sole arbitrator to be appointed by the Company. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended from time to time. Arbitration shall be held at Delhi, India. The arbitration proceedings shall be conducted and the award shall be rendered in the English language. The arbitrator will be required to make the award within two (2) months of entering

upon the reference unless the time is extended by the Company. The award rendered by the arbitrator shall be final, conclusive and binding and shall be subject to enforcement in any court of competent jurisdiction. The cost of arbitration, including attorney's fees and expenses of the arbitrator shall be borne by the parties equally unless otherwise directed by the arbitrator in the final award.

#### **14. ENFORCEMENT**

Without limitation to the foregoing, you consent and agree that if you will violate any of the provisions of this letter of appointment with respect to secrecy, non-compete, confidential information or Intellectual Property, the Company or any of its affiliates shall be entitled to an injunction to be issued by any court of competent jurisdiction, restraining you from committing or continuing any violations of this letter of appointment, to claim damages and all other appropriate relief as ordered by the court.

#### **15. SEVERABILITY**

In the event that any provision of this letter of appointment, shall be construed as being invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other provisions in this letter of appointment which can be given effect without the invalid or unenforceable provision.

#### **16. SURVIVAL**

The termination or expiration of your employment shall in no event terminate or prejudice (a) any right or obligations arising out of or accruing under this letter of appointment or any other agreement that you have signed pursuant to your employment with the Company, attributable to events or circumstances occurring prior to such termination or expiration; and (b) the provisions of Intellectual Property, Confidential Information and Non-compete Obligation, Notice, Governing Law and Dispute Resolution and Liability and Indemnity shall remain in full force and effect.

#### **17. ENTIRETY**

This Letter of Appointment, together with the said Offer Letter and Non-Competition, Confidentiality and Non-solicitation Agreement, sets forth the entire understanding of the Parties and no statement, representation, warranty, or covenant either express or implied has been made by the Company except as expressly set forth herein.

We would request you to acknowledge receipt of this letter and signify your acceptance of the terms of employment and expected date of joining by signing and returning the attached duplicate copy.

**For, ECLL Pvt. Ltd.**

**Shaivya Tak**

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CIN No. : U74999DL2017PTC314792

**Associate Director - Global HR**

I [REDACTED] have carefully read understood the aforesaid conditions of my appointment and employment with **ECLL Pvt. Ltd.** and voluntarily accept the same without any coercion or undue influences. I understand that my employment is contingent upon execution of the Non-competition, Confidentiality and Non-solicitation Agreement and compliance with Company's policies copy of which have been duly shared with you and you have been given complete opportunity to read them.

Full Signature: [REDACTED]

Full Name: [REDACTED]

PAN/AADHAR No. [REDACTED]

By signing below further I confirm having read and understood the below listed policies:

1. Anti – Sexual Harassment Policy
2. Code of Conduct Policy
3. Information Security Policy
4. Leave Policy
5. Working Hour Policy

And I confirm having been given complete access to go through the above-mentioned and other binding policies.

Full Signature: [REDACTED]

Full Name: [REDACTED]

PAN/AADHAR No. [REDACTED]

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CIN No. : U74999DL2017PTC314792

**Salary Annexure- Compensation and Benefits****Annual & Monthly CTC**

| SALARY COMPONENTS   | AMOUNT ANNUALLY (₹) | AMOUNT MONTHLY (₹) |
|---------------------|---------------------|--------------------|
| Basic               | 14,58,800           | 1,21,567           |
| HRA                 | 7,29,400            | 60,783             |
| Spl. Allowance      | 13,67,032           | 1,13,919           |
| <b>Gross Salary</b> | <b>35,55,232</b>    | <b>2,96,269</b>    |
| Provident Fund      | 21,600              | 1,800              |
| Gratuity            | 70,168              | 5,847              |
| <b>CTC</b>          | <b>36,47,000</b>    | <b>3,03,917</b>    |
| <b>Total CTC</b>    | <b>36,47,000</b>    |                    |

Name: [REDACTED]

Date of Joining: [REDACTED]

Designation: **Senior Software Engineer - Database Administration**Location: **Noida**

Authorized Signatory

*Shaivya Tak*

Date: [REDACTED]

**ECLL Private Limited****Regd. Office :** B1/H3, Mohan Co-Operative, Mathura Road, Industrial Area, BLOCK B, New Delhi, Delhi 110044**Corp. Office :** AWFIS, Plot No.21, Riverside Tower, Opposite Lucerna Tower, Sector 125, Noida – 201303

CIN No. : U74999DL2017PTC314792

**Benefits:**

|                             |                           |
|-----------------------------|---------------------------|
| Medical Insurance           | As per company policy     |
| Life and Accident Insurance | As per company policy     |
| Paid Time off               | 27 Leaves and 11 holidays |
| Marriage Bonus              | As per company policy.    |

**Flexible Components****amount**

|                        |                                                                                                  |
|------------------------|--------------------------------------------------------------------------------------------------|
| HRA                    | Upto 50% of Basic salary.                                                                        |
| Meal Card              | Upto Rs.2,000 per month.                                                                         |
| Telephone              | Upto Rs.2,000 per month.                                                                         |
| Leave Travel Allowance | Twice of Basic Salary, Employees can claim LTA twice in applicable block of four calendar years. |
| Flexible Allowance     | Residual amount of total fixed pay.                                                              |

**Notes:**

Statutory Bonus (if applicable) will be adjustable with any Bonus, Incentive paid during the year.  
Any tax liabilities arising out of the compensation will be deducted as per the Income Tax rules.

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**Schedule 3.10 – Employee Benefit Plans**

1. 401(k) with Alpha Capital Management Group, as Investment Advisor, with Empower Retirement, as Service Provider.
2. Medical, Dental, and Vision through Cigna.
3. Critical Illness, Hospital and Accident Plan, and Legal Plan through MetLife.
4. Supplemental Medical Expense Insurance through Transamerica Life Insurance Company.
5. Whole Life Insurance through Unum Life Insurance Company of America.
6. Pet Care through United Pet Care.
7. Life & AD&D, Disability, Employee Assistant Program, and Travel Assist through Mutual of Omaha.

**Schedule 3.10(c) – Employee Benefit Plans Contributions**

No exceptions to schedule.

**Schedule 3.11(b) – Leased Real Property**

1. Office lease, dated June 6, 2023, by and between ECL Group, LLC and IWG Group, d/b/a Spaces, for the building located at 555 Mangum St., Ste 100, Durham, NC 27701.
2. Office Lease, dated October 1, 2022, by and between ECL Group, LLC as Tenant and Regus Management Group, LLC as Landlord for the building office located at 6975 Union Park Ave., Suite 631, Cottonwood Heights, UT 84047.

**Schedule 3.12 – Permits**

Schedule 3.7(a)(ii) is incorporated herein by reference.

**Schedule 3.13 – Taxes**

The Sellers have reported various amounts owing in relation to sales and use taxes to state taxing authorities through Voluntary Disclosure Agreements. In certain jurisdictions—New York, New Jersey, Massachusetts, and Texas—the Sellers have negotiated or attempted to negotiate payment plans for the payment of Sales and Use Taxes. In New Jersey, the Sellers entered into formal payment plans. In New York, Massachusetts, and Texas, the Sellers make regular partial payments on past due taxes on an informal basis. Additionally, certain Authorities, including Texas, levied the Sellers' bank accounts related to outstanding Sales or Use Taxes.

## Schedule 3.14 – Financial Statements

### (a) Financial Statements

| <b>Unaudited Income Statement</b>           |                     |
|---------------------------------------------|---------------------|
| <i>Eye Care Leaders Portfolio Holdings</i>  |                     |
| Currency                                    |                     |
| <i>in 000's</i>                             | <b>Actual</b>       |
|                                             | <b>2023 P&amp;L</b> |
| <b>Total Revenue</b>                        | <b>31,113</b>       |
| Cost of Goods Sold                          | 10,015              |
| <b>Gross Margin</b>                         | <b>21,098</b>       |
| <i>Gross Margin as a % of Revenue</i>       | <b>67.8%</b>        |
| <b><u>Operating Expenses</u></b>            | <b>0</b>            |
| Compensation Expenses                       | 9,539               |
| Office Supplies & Rent                      | 108                 |
| Consulting & Outsourced Services            | 6,125               |
| Information Technology                      | 1,899               |
| Sales & Marketing                           | 222                 |
| Travel                                      | 106                 |
| Other G&A                                   | 1,262               |
| <b>Total Operating Expense</b>              | <b>19,261</b>       |
|                                             | <b>0</b>            |
| <b><u>Depreciation and Amortization</u></b> |                     |
| Depreciation of Property & Equipment        | 2,183               |
| Amortization of Intangible Assets           | 3,669               |
| <b>Total SG&amp;A</b>                       | <b>25,113</b>       |
| <i>SG&amp;A as a % of Revenue</i>           | <b>80.7%</b>        |
|                                             | <b>0</b>            |
| <b>Operating Income</b>                     | <b>(4,015)</b>      |
| <i>Operating Income as a % of Revenue</i>   | <b>(12.9%)</b>      |
|                                             | <b>0</b>            |
| Other (Income) / Expense                    | (382)               |
| Interest Expense                            | 6,225               |
| Income Tax Expense                          | 64                  |
| <b>Net Income</b>                           | <b>(9,923)</b>      |
|                                             | <b>0</b>            |
| <b>GAAP EBITDA</b>                          | <b>2,218</b>        |
| <b>Addbacks:</b>                            | <b>0</b>            |
| IOC Mark Up                                 | 0                   |
| Intercompany Elimination                    | (0)                 |
| Others / Miscellaneous Expenses             | (723)               |
| Severance                                   | 692                 |
| Legal related expenses                      | 402                 |
| Refinancing expenses                        | 0                   |
| Restructuring expenses                      | 50                  |
| M&A expenses                                | 0                   |
|                                             | <b>0</b>            |
|                                             | <b>0</b>            |
| <b>Total Addbacks</b>                       | <b>421</b>          |
|                                             | <b>0</b>            |
| <b>Management EBITDA</b>                    | <b>2,639</b>        |

## Unaudited Balance Sheet

### Eye Care Leaders Portfolio Holdings

|                                            |                 |
|--------------------------------------------|-----------------|
| Currency                                   |                 |
| <i>in 000's</i>                            |                 |
| <b>Eye Care Leaders Portfolio Holdings</b> | <b>Actual</b>   |
|                                            | <b>Dec-23</b>   |
| <b>Assets</b>                              |                 |
| Cash and Cash Equivalents                  | 937             |
| Accounts Receivable, Net                   | 4,713           |
| Prepaid Expenses                           | 993             |
| Other Current Assets                       | 449             |
| <b>Total Current Assets</b>                | <b>7,092</b>    |
| <b>Fixed Assets</b>                        | <b>33,141</b>   |
| Accumulated Depreciation                   | (28,201)        |
| <b>Property and Equipment, Net</b>         | <b>4,940</b>    |
| Goodwill                                   | 60,319          |
| Other Intangible Assets                    | 56,525          |
| Accumulated Amortization                   | (50,171)        |
| <b>Intangible Assets, Net</b>              | <b>66,673</b>   |
| Intercompany Receivable                    | 176,207         |
| Long Term Investments                      | 3,330           |
| Deposits & Advances                        | 59              |
| Other Long-Term Assets                     | 1,914           |
| <b>Total Assets</b>                        | <b>260,216</b>  |
| <b>Liabilities</b>                         |                 |
| Accounts Payable                           | 6,558           |
| Intercompany Payable                       | 172,401         |
| Accrued Compensation                       | 613             |
| Accrued Interest - Related Party Loan      | 8,277           |
| Accrued Interest - Third Party Loan        | 0               |
| Accrued Expenses                           | 1,078           |
| Accrued Taxes                              | 2,030           |
| Deferred Revenue                           | 5,151           |
| Other Current Liabilities                  | 60              |
| Current Year Payment on Long-Term Debt     | 4,847           |
| <b>Total Current Liabilities</b>           | <b>201,014</b>  |
| Long-Term Debt - Intercompany              | 99,132          |
| Other Long Term Liabilities                | 2,024           |
| <b>Total Liabilities</b>                   | <b>302,171</b>  |
| <b>Owners Equity</b>                       |                 |
| Additional Paid-in-Capital                 | 222,947         |
| Contribution/(Distribution)                | (41,469)        |
| Retained Earnings                          | (223,433)       |
| <b>Total Owner's Equity</b>                | <b>(41,955)</b> |
| <b>Total Liabilities and Equity</b>        | <b>260,216</b>  |

(c) Preliminary March Financials and Variance Report

Balance Sheet

|                                        |                 |
|----------------------------------------|-----------------|
| Currency                               |                 |
| <i>in 000's</i>                        |                 |
| Eye Care Leaders Portfolio Holdings    | <b>Mar-24</b>   |
| <b>Assets</b>                          |                 |
| Cash and Cash Equivalents              | 3,084           |
| Accounts Receivable, Net               | 2,882           |
| Prepaid Expenses                       | 896             |
| Other Current Assets                   | 396             |
| <b>Total Current Assets</b>            | <b>7,258</b>    |
| <b>Fixed Assets</b>                    | <b>33,617</b>   |
| Accumulated Deprecation                | (28,777)        |
| <b>Property and Equipment, Net</b>     | <b>4,839</b>    |
| Goodwill                               | 60,319          |
| Other Intangible Assets                | 56,525          |
| Accumulated Amortization               | (50,996)        |
| <b>Intangible Assets, Net</b>          | <b>65,848</b>   |
| Intercompany Receivable                | 190,774         |
| Long Term Investments                  | 3,330           |
| <b>Total Assets</b>                    | <b>274,059</b>  |
| <b>Liabilities</b>                     |                 |
| Accounts Payable                       | 8,000           |
| Intercompany Payable                   | 186,761         |
| Accrued Compensation                   | 705             |
| Accrued Expenses                       | 1,548           |
| Accrued Taxes                          | 2,212           |
| Deferred Revenue                       | 2,839           |
| Other Current Liabilities              | 34              |
| Current Year Payment on Long-Term Debt | 5,847           |
| <b>Total Current Liabilities</b>       | <b>218,010</b>  |
| Long-Term Debt - Intercompany          | 99,288          |
| Other Long Term Liabilities            | 2,048           |
| <b>Total Liabilities</b>               | <b>319,346</b>  |
| <b>Owners Equity</b>                   |                 |
| Additional Paid-in-Capital             | 222,947         |
| Contribution/(Distribution)            | (41,469)        |
| Retained Earnings                      | (226,766)       |
| <b>Total Owner's Equity</b>            | <b>(45,287)</b> |
| <b>Total Liabilities and Equity</b>    | <b>274,059</b>  |

## Eye Care Leaders Portfolio Holdings, LLC, et al.

## Variance Analysis to DIP Budget 3.9

WEEK ENDING: 4/5/2024

\$ - Thousands

|                                    | CURRENT WEEK       |                       |              |            | CUMULATIVE 5 WEEKS |                       |              |            |
|------------------------------------|--------------------|-----------------------|--------------|------------|--------------------|-----------------------|--------------|------------|
|                                    | Actual<br>4/5/2024 | Projected<br>4/5/2024 | Variance \$  | Variance % | Actual<br>4/5/2024 | Projected<br>4/5/2024 | Variance \$  | Variance % |
| Total Receipts                     | \$ 829.1           | \$ 586.1              | \$242.9      | 41.4%      | \$ 2,909.8         | \$ 2,075.0            | \$ 834.8     | 40.2%      |
| Operating Disbursements            |                    |                       |              |            |                    |                       |              |            |
| Payroll                            | \$ 282.9           | \$ 280.0              | \$2.9        | 1.0%       | \$ 1,092.0         | \$ 1,010.0            | \$82.0       | 8.1%       |
| Hosting and EMR Fees               | \$ 235.6           | \$ 252.9              | (\$17.3)     | -6.8%      | \$ 1,072.2         | \$ 1,255.0            | (\$182.7)    | -14.6%     |
| Consulting and Outsourced Services | \$ 16.6            | \$ 81.7               | (\$65.1)     | -79.7%     | \$ 140.0           | \$ 409.5              | (\$269.5)    | -65.8%     |
| Information Technology             | \$ 80.4            | \$ 57.8               | \$22.7       | 39.2%      | \$ 139.9           | \$ 282.9              | (\$143.0)    | -50.5%     |
| Sales & Marketing                  | \$ -               | \$ 8.4                | (\$8.4)      | 0.0%       | \$ 6.2             | \$ 51.4               | (\$45.3)     | -88.0%     |
| Other G&A                          | \$ 37.6            | \$ 7.9                | \$29.7       | 373.8%     | \$ 89.0            | \$ 87.5               | \$1.5        | 1.7%       |
| Insurance                          | \$ 4.7             | \$ -                  | \$4.7        | 0.0%       | \$ 71.1            | \$ 60.0               | \$11.1       | 18.5%      |
| Other Operating                    | \$ 32.3            | \$ 13.3               | \$19.0       | 142.5%     | \$ 57.8            | \$ 66.4               | (\$8.6)      | -12.9%     |
| Sales Taxes                        | \$ 57.2            | \$ -                  | \$57.2       | 0.0%       | \$ 160.6           | \$ 49.7               | \$110.9      | 223.2%     |
| Critical Vendors                   | \$ -               | \$ -                  | \$0.0        | 0.0%       | \$ -               | \$ -                  | \$0.0        | 0.0%       |
| Total Operating Disbursements      | \$ 747.3           | \$ 702.0              | \$ 45.3      | -6.4%      | \$ 2,828.9         | \$ 3,272.5            | \$ (443.6)   | 13.6%      |
| Operating Cash Flow                | \$ 81.8            | \$ (115.9)            | \$ 197.7     | -241.7%    | \$ 80.9            | \$ (1,197.5)          | \$ 1,278.4   | 1380.1%    |
| Other (Sources)/ Uses              |                    |                       |              |            |                    |                       |              |            |
| Advances from DIP Lender           | \$ -               | \$ -                  | \$0.0        | 0.0%       | \$ -               | \$ (1,650.0)          | \$1,650.0    | 0.0%       |
| DIP Loan Costs                     | \$ -               | \$ -                  | \$0.0        | 0.0%       | \$ 265.3           | \$ 365.3              | (\$100.0)    | -27.4%     |
| Creditors Committee                | \$ -               | \$ -                  | \$0.0        | 0.0%       | \$ -               | \$ -                  | \$0.0        | 0.0%       |
| Debtor Financial Advisor           | \$ -               | \$ -                  | \$0.0        | 0.0%       | \$ -               | \$ -                  | \$0.0        | 0.0%       |
| Debtor Counsel                     | \$ -               | \$ -                  | \$0.0        | 0.0%       | \$ -               | \$ -                  | \$0.0        | 0.0%       |
| Capital Expenditures               | \$ -               | \$ 8.6                | (\$8.6)      | 0.0%       | \$ -               | \$ 54.4               | (\$54.4)     | 0.0%       |
| Restructuring Costs & UST Fees     | \$ -               | \$ 95.8               | (\$95.8)     | 0.0%       | \$ 78.9            | \$ 120.8              | (\$42.0)     | -34.7%     |
| Total Other (Sources/Uses)         | \$ -               | \$ 104.5              | \$ (104.5)   | 0.0%       | \$ 344.2           | \$ (1,109.4)          | \$ 1,453.6   | 131.0%     |
| Net Cash Flow                      | \$ 81.8            | \$ (220.3)            | \$ 302.1     | -369.5%    | \$ (263.3)         | \$ (88.0)             | \$ (175.2)   | -66.6%     |
| Cash Balance                       | \$ 2,600.1         | \$ 2,775.4            | \$ (175.2)   | -6.3%      | \$ 2,600.1         | \$ 2,775.4            | \$ (175.2)   | -6.3%      |
| DIP Facility Balance               | \$ 1,300.0         | \$ 2,950.0            | \$ (1,650.0) | -55.9%     | \$ 1,300.0         | \$ 2,950.0            | \$ (1,650.0) | -55.9%     |

**Schedule 5.4 – Conduct of Business**

None.

**Schedule 5.5 – Certain Restricted Conduct**

None.

**Exhibit 2**

**APA Amendment**

## AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to Asset Purchase Agreement (this “Amendment”), dated as of May 23, 2024, is entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and Colorado Bankers Life Insurance Company, a North Carolina insurance corporation (together with its permitted successors, designees and assigns, “Buyer”), for purposes of amending that certain Asset Purchase Agreement dated as of May 12, 2024 (the “Purchase Agreement”). Capitalized terms used but not defined in this Amendment have the meanings given to them in the Purchase Agreement.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendments. The Purchase Agreement is hereby amended in accordance with Section 9.5 of the Purchase Agreement as follows:

- (a) The errant reference to “May 9, 2024” in the preamble of the Purchase Agreement, which the Parties acknowledge is the result of a scrivener’s error, is hereby replaced with “May 12, 2024”.
- (b) The definition of “Cash Consideration” set forth in Article I of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Cash Consideration” means an amount equal to Fourteen Million and Five Hundred Thousand Dollars (\$14,500,000) less the Credit Bid Amount less the amount of the Good Faith Deposit (including all interest accrued thereon) as of the Closing Date, as adjusted pursuant to Section 2.5(e), and subject to the limitations set forth in Section 5.13.

- (c) Section 6.4(c)(ix) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

Within ten (10) Business Days from the date of entry of the Sale Order, Buyer will provide Sellers a list of members of the Workforce Personnel who Buyer desires to continue performing work and services in furtherance of the Business from and after Closing (the “Designated Workforce Members”). Buyer will concurrently provide Sellers a list of those Designated Workforce Members who Buyer requires to be available to provide work and services in furtherance of the Business from and after Closing (the “Critical Workforce Members”). Sellers shall cooperate with Buyer with respect to Buyer’s efforts to develop the lists of Designated Workforce Personnel and Critical Workforce Personnel.

(d) Section 8.1(c) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

by Buyer, by written notice to the Sellers, if the Bankruptcy Court does not enter the Sale Order by May 24, 2024, in form and substance reasonably acceptable to Buyer;

2. Limited Effect. Except as expressly amended in the manner set forth in Section 1 of this Amendment, the Purchase Agreement remains unaltered, in full force and effect, and no waivers, changes, amendments, or other modifications are being made to the terms of the Purchase Agreement. For administrative convenience, the Parties agree that all references to the Purchase Agreement that are included in the Related Agreements will be deemed to mean the Purchase Agreement as amended by this Amendment, without the need for such references to expressly identify this Amendment.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Amendment or any counterpart may be executed and delivered by facsimile, email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

4. Governing Law. This Amendment shall be governed by and construed in accordance with Section 9.8 of the Purchase Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to Asset Purchase Agreement to be duly authorized and executed as of the date first above written.

**SELLERS:**

Eye Care Leaders Portfolio Holdings, LLC,  
ECL PH Services Group, LLC,  
ECL Group, LLC,  
Eye Care Leaders Holdings, LLC,  
Alta Billing Holdings, LLC,  
Alta Billing, LLC,  
Canta Health, LLC,  
DJRTC, LLC,  
ECL Holdings, LLC,  
iMedicWare, Inc.,  
IMW EMR, LLC,  
IMW Holdings, LLC,  
Insight Software, LLC,  
Integrity EMR Holdings, LLC,  
Integrity EMR, LLC,  
IO Practiceware, Inc.,  
IOPW Holdings, LLC,  
IOPW, LLC,  
Keymed Holdings, LLC,  
Keymed, LLC,  
MD Office, LLC,  
MDO Group Holdings, LLC,  
MDX, LLC,  
Medflow Holdings, LLC,  
Medflow, Inc.,  
MNI Holdings, LLC,  
MRX Holdings, LLC,  
My Vision Express, Inc.,  
Penn Medical Informatics Systems, LLC,  
PI Software Holdings, LLC,  
PI Software, LLC,  
PMX, LLC,  
Revenue Health Solutions, LLC,  
RHS Holdings, LLC, and  
The Hoehne Group – Software Division, Inc.

By:  \_\_\_\_\_

Name: Sophia Turrell

Title: Authorized Signatory

**BUYER:**

Colorado Bankers Life Insurance Company

By: \_\_\_\_\_

Name: John Murphy

Title: Special Deputy Receiver

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to Asset Purchase Agreement to be duly authorized and executed as of the date first above written.

**SELLERS:**

Eye Care Leaders Portfolio Holdings, LLC,  
 ECL PH Services Group, LLC,  
 ECL Group, LLC,  
 Eye Care Leaders Holdings, LLC,  
 Alta Billing Holdings, LLC,  
 Alta Billing, LLC,  
 Canta Health, LLC,  
 DJRTC, LLC,  
 ECL Holdings, LLC,  
 iMedicWare, Inc.,  
 IMW EMR, LLC,  
 IMW Holdings, LLC,  
 Insight Software, LLC,  
 Integrity EMR Holdings, LLC,  
 Integrity EMR, LLC,  
 IO Practiceware, Inc.,  
 IOPW Holdings, LLC,  
 IOPW, LLC,  
 Keymed Holdings, LLC,  
 Keymed, LLC,  
 MD Office, LLC,  
 MDO Group Holdings, LLC,  
 MDX, LLC,  
 Medflow Holdings, LLC,  
 Medflow, Inc.,  
 MNI Holdings, LLC,  
 MRX Holdings, LLC,  
 My Vision Express, Inc.,  
 Penn Medical Informatics Systems, LLC,  
 PI Software Holdings, LLC,  
 PI Software, LLC,  
 PMX, LLC,  
 Revenue Health Solutions, LLC,  
 RHS Holdings, LLC, and  
 The Hoehne Group – Software Division, Inc.

**BUYER:**

Colorado Bankers Life Insurance Company

By:   
 Name: John Murphy  
 Title: Special Deputy Receiver

By: \_\_\_\_\_  
 Name: Sophia Turrell  
 Title: Authorized Signatory