

Exhibit 6b-2: Asset Purchase Agreement – Project Bravo

ASSET PURCHASE AGREEMENT

by and among

BAKO PATHOLOGY LP,

BAKO PATHOLOGY HOLDINGS CORP.,

BPA HOLDING CORP.,

BAKOTIC PATHOLOGY ASSOCIATES, L.L.C.,

PODCEUTICALS L.L.C.,

GBRL CONSULTING, LLC,

FULGENT THERAPEUTICS, LLC,

and

INFORM DIAGNOSTICS, INC.

Dated as of December 20, 2025

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS.....	1
Section 1.01 Certain Definitions	1
Section 1.02 Terms Generally.....	17
ARTICLE II PURCHASE AND SALE.....	19
Section 2.01 Purchase and Sale of Assets.....	19
Section 2.02 Excluded Assets.....	19
Section 2.03 Assumed Liabilities.....	19
Section 2.04 Excluded Liabilities	19
Section 2.05 Purchase Price.....	19
Section 2.06 Purchase Price Adjustments.....	20
Section 2.07 Allocation of Purchase Price.....	22
Section 2.08 Withholding.....	23
Section 2.09 Third Party Consents.....	23
ARTICLE III CLOSING.....	24
Section 3.01 Closing.....	24
Section 3.02 Closing Deliverables.....	24
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLERS.....	26
Section 4.01 Organization and Qualification of the Sellers	26
Section 4.02 Authority of Sellers.....	26
Section 4.03 No Conflicts; Consents.....	26
Section 4.04 Government Authorizations.....	27
Section 4.05 Financial Statements	27
Section 4.06 Undisclosed Liabilities	28
Section 4.07 Absence of Certain Changes.....	28
Section 4.09 Real Property.....	29
Section 4.10 Environmental Matters	30
Section 4.11 Material Contracts	31
Section 4.12 Assets: Title, Sufficiency, Condition.....	31
Section 4.13 Insurance.....	32
Section 4.14 Litigation	32
Section 4.15 Employee Matters.....	32
Section 4.16 Labor Matters.....	34
Section 4.17 Legal Compliance.....	35
Section 4.18 Brokers' Fees	36
Section 4.19 Permits	36
Section 4.20 Intellectual Property.....	36
Section 4.21 Healthcare Regulatory	38
Section 4.22 Data Privacy and Security	39
Section 4.23 Customers and Suppliers.....	40
Section 4.24 Affiliate Matters.....	40
Section 4.25 No Additional Representations and Warranties.....	40

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER.....	41
Section 5.01 Organization of Buyer	41
Section 5.02 Authority of Buyer	41
Section 5.03 No Conflicts; Consents	41
Section 5.05 Sufficiency of Funds	42
Section 5.06 Legal Proceedings	42
Section 5.07 Solvency	42
Section 5.08 Brokers' Fees	42
Section 5.09 Information.....	43
ARTICLE VI COVENANTS	44
Section 6.01 Conduct of the Business Prior to the Closing.....	44
Section 6.02 Confidentiality.....	46
Section 6.03 Further Assurances.....	46
Section 6.04 Public Announcements	47
Section 6.05 Access to Information; Preservation of Records.....	47
Section 6.06 Tax Matters.....	49
Section 6.07 Termination of Affiliate Contracts.....	51
Section 6.08 R&W Insurance Policy	51
Section 6.09 Regulatory Consents; Regulatory Filings	51
Section 6.10 No Solicitation of Other Bids	52
Section 6.11 Non-Solicitation.....	53
Section 6.12 Delivery of Data Room Materials	54
Section 6.13 Bulk Sales Laws	54
Section 6.14 Transfer Taxes	54
Section 6.15 Retained Accounts Receivable	54
Section 6.16 Financial Statements	54
Section 6.17 Third Party Consents; Support Obligations	55
Section 6.18 Section 280G.....	56
ARTICLE VII CONDITIONS TO CLOSING.....	56
Section 7.01 Conditions to Obligations of Buyer	56
Section 7.02 Conditions to Seller's Obligations	57
ARTICLE VIII SPECIFIC PERFORMANCE; RELEASE	58
Section 8.01 Specific Performance.....	58
Section 8.02 Waiver and Release.....	59
ARTICLE IX NO SURVIVAL	61
Section 9.01 No Survival	61
ARTICLE X TERMINATION.....	61
Section 10.01 Termination	61
Section 10.02 Effect of Termination.....	63
ARTICLE XI MISCELLANEOUS	63
Section 11.01 Parties in Interest.....	63
Section 11.02 Assignment.....	63
Section 11.03 Notices	63
Section 11.04 Amendments and Waivers	64

Section 11.05	Exhibits and Schedules	65
Section 11.06	Headings	65
Section 11.07	Construction	65
Section 11.08	Entire Agreement.....	65
Section 11.09	Severability.....	65
Section 11.10	Expenses	65
Section 11.11	No Recourse Against Non-Party Affiliates.....	66
Section 11.12	Legal Representation.....	66
Section 11.13	Governing Law	67
Section 11.14	Consent to Jurisdiction; Waiver of Jury Trial	67
Section 11.15	Counterparts	68
Section 11.16	Limited Guarantee.....	68

SCHEDULES

Schedule A	Accounting Principles
Schedule B	Certain Employees
Buyer Disclosure Schedule	
Seller Disclosure Schedule	

EXHIBITS

Exhibit A	Form of Assignment and Assumption Agreement
Exhibit B	Form of Assignment and Assumption of Lease
Exhibit C	Form of Bill of Sale
Exhibit D	Form of Escrow Agreement
Exhibit E	Form of Patent Assignment Agreement
Exhibit F	Form of Trademark Assignment Agreement
Exhibit G	Form of Domain Name Assignment Agreement
Exhibit H	Form of Tripoint Purchase Agreement

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of December 20, 2025 (the “**Effective Date**”), is entered into among (i) Bako Pathology LP, a Delaware limited partnership, in its capacity as a Seller (as defined below) and as the representative for the Sellers (“**Bako**” or “**Sellers’ Representative**”); (ii) Bako Pathology Holdings Corp., a Delaware corporation (“**Holdings**”); BPA Holding Corp., a Delaware corporation (“**BPA Holdings**”); Bakotic Pathology Associates, L.L.C., a Georgia limited liability company; Podceuticals L.L.C., a New Jersey limited liability company; GBRL Consulting, LLC, a Delaware limited liability company (collectively, the “**Seller Entities**” and, together with Bako, the “**Sellers**” and, each individually, a “**Seller**”); (iii) Inform Diagnostics, Inc., a Delaware corporation (“**Buyer**” and, together with the Sellers, the “**Parties**” and, each, a “**Party**”); and (iv) and, solely for purposes of Section 11.16 (and ARTICLE XI as it relates to Section 11.16), Fulgent Therapeutics, LLC, a California limited liability company (“**Buyer Parent**”).

RECITALS

WHEREAS, Bako is the ultimate owner of 100% of each of the Seller Entities;

WHEREAS, Sellers are engaged in the business, as conducted by the Sellers as of the date of this Agreement, of offering and providing dermatopathology and podiatric pathology and molecular diagnostic services and therapeutic products through the Sellers’ laboratory, clinical, administrative, and related operations (the “**Business**”);

WHEREAS, Sellers desire to sell and assign to Buyer, and Buyer desires to purchase and assume from Sellers, substantially all of the assets, and certain specified liabilities, of the Business, on the terms and subject to the conditions set forth herein; and

WHEREAS, concurrently with the execution and delivery of this Agreement and as an inducement of Buyer to enter into this Agreement, certain employees of the Sellers identified in Schedule B are entering into an offer letter and restrictive covenant agreement with Dermatopathology Experts, LLC or one of its Subsidiaries as approved by Buyer, in each case dated as of the Effective Date and to be effective upon the Closing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein made, and in consideration of the representations and warranties herein contained, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties, intending to become legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

“**Accounting Principles**” means GAAP, as modified by the adjustments, principles and methodologies set forth on Schedule A, and applied consistently with the adjustments, principles and methodologies used in the Financial Statements. For illustrative purposes only, Schedule A

includes a calculation of the Adjusted Working Capital and the Seller Indebtedness Amount, assuming for purposes of such calculation that the Closing Date is the date of this Agreement. For further clarification, if alternative methodologies, principles and adjustments exist for calculating Cash, Indebtedness or current asset or current liability balances under GAAP, then the methodologies, principles and adjustments utilized on Schedule A shall apply and control.

“**Acquisition Proposal**” has the meaning set forth in Section 6.10(a).

“**Action**” means any claim, controversy, suit, action or cause of action, litigation, arbitration, investigation, opposition, interference, audit, hearing, demand, assessment, complaint, citation, proceeding, order or other legal proceeding (whether sounding in contract or tort or otherwise, whether civil, criminal, administrative or otherwise and whether brought at law or in equity or under arbitration or administrative regulation) and any written notice of violation, notice of potential responsibility or any notice alleging liability, in any case by or before a Governmental Authority.

“**Adjusted Working Capital**” means an amount (which may be positive or negative), calculated as of immediately prior to the Closing (except as otherwise explicitly provided herein, without giving effect to the Closing) on the Closing Date in accordance with the Accounting Principles, and without duplication, equal to (a) the consolidated current assets of the Sellers that are included in the Purchased Assets, minus (b) the consolidated current liabilities of the Sellers that are included in the Assumed Liabilities (excluding any amounts included in the calculation of the Seller Indebtedness Amount or the Outstanding Seller Transaction Expenses). The determination of Adjusted Working Capital shall be made consistent with Section 6.06(a), and shall exclude any income Tax assets, any income Tax liabilities and Transfer Taxes. For the avoidance of doubt, in no event shall Adjusted Working Capital hereunder include any amount (i) to the extent included in “Adjusted Working Capital” (as defined in the Strata Purchase Agreement) under the Strata Purchase Agreement, (ii) to the extent included in “Company Indebtedness Amount” (as defined in the Strata Purchase Agreement) under the Strata Purchase Agreement, or (iii) to the extent included in “Outstanding Seller Transaction Expenses” (as defined in the Strata Purchase Agreement) under the Strata Purchase Agreement. Any “Adjusted Working Capital” (as defined in the Strata Purchase Agreement) under the Strata Purchase Agreement that would not have been “Adjusted Working Capital” thereunder but for the transfer, after the date of this Agreement and at or prior to the Closing, of employees of the Business to Dermatopathology Experts, LLC or any of its Subsidiaries, and would have been Adjusted Working Capital hereunder, shall be excluded from “Adjusted Working Capital” under the Strata Purchase Agreement and instead included in Adjusted Working Capital hereunder.

“**Adjustment Amount**” means an amount (which may be positive or negative), equal to:

- (a) the Adjusted Working Capital minus the Working Capital Target;
- (b) minus the Seller Indebtedness Amount; and
- (c) minus the Outstanding Seller Transaction Expenses.

“**Affiliate**” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with,

such Person. For purposes of this definition, “**control**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. Notwithstanding the foregoing, other than for purposes of the definitions of “Affiliate Contract,” “Buyer Releasee” and “Non-Party Affiliates” and Section 6.04, Section 6.05, Section 8.02, Section 11.02, Section 11.11 and Section 11.12, in no event shall any of the Sponsor Persons be considered an Affiliate of any of the Sellers.

“**Affiliate Contract**” means any Contract between any Seller, on the one hand, and Affiliate of any Seller (other than the Sellers), on the other hand. For purposes of this Agreement, “Affiliate Contract” shall not include any Contract in respect of equity ownership, any Governing Document of any Seller or any of its Affiliates or any Contract in respect of director or officer indemnification, expense reimbursement, ordinary course compensation, employee benefits and legal representation.

“**Affiliated Professional Entity**” means each professional corporation, professional limited liability company, professional association or similar Person receiving from any Seller or any of their Subsidiaries management, administrative or similar services pursuant to an Affiliated Professional Entity Agreement.

“**Affiliated Professional Entity Agreements**” means (i) any agreement between an Affiliated Professional Entity, on the one hand, and any Seller or any of their respective Subsidiaries, on the other hand, pursuant to which, among other things, any Seller or any of their respective Subsidiaries agrees to provide management, administrative and/or business services to such Affiliated Professional Entity; (ii) any security agreement or any agreement granting a lien on the assets of an Affiliated Professional Entity for the benefit of any Seller or any Subsidiary; and (iii) any directed stock, transfer, restricted stock, succession, ownership agreement or any other agreement or series of related agreements pursuant to which the owner(s) of one hundred percent (100%) of the equity interests issued by an Affiliated Professional Entity provide for succession of ownership of such equity interests and continuity of the Affiliated Professional Entity or grant(s) to any Seller or any of their respective Subsidiaries the obligation to designate, on behalf of the Affiliated Professional Entity, a purchaser or transferee of the equity interests of the Affiliated Professional Entity held by such owner(s) by or to a Person duly qualified to hold such equity interests under applicable Law.

“**Agreement**” has the meaning set forth in the preamble and includes all Exhibits and Schedules hereto (including the Disclosure Schedules), as the same may be amended, modified or supplemented from time to time in accordance with its terms.

“**Allocation Schedule**” has the meaning set forth in Section 2.07.

“**Assignment and Assumption Agreement**” means an assignment and assumption agreement, substantially in the form attached hereto as Exhibit A.

“**Assignment and Assumption of Lease**” means an assignment agreement, substantially in the form attached hereto as Exhibit B.

“**Assumed Liabilities**” has the meaning set forth in Section 2.03.

“**Audited Financial Statements**” has the meaning set forth in Section 4.05(a).

“**Balance Sheet Date**” has the meaning set forth in Section 4.05(a).

“**Base Purchase Price**” means \$43,000,000.00.

“**Benefit Plan**” means each employee benefit plan (within the meaning of Section 3(3) of ERISA), whether written or unwritten, and each other written or unwritten benefit plan, practice or policy or arrangement, including any stock option, stock purchase, stock appreciation right or other equity or equity-related incentive, cash bonus or incentive compensation, commission, employment agreement, change in control, retention, retirement or supplemental retirement, nonqualified deferred compensation, profit-sharing, severance, termination pay, welfare, hospitalization or medical, life, accidental death and dismemberment, long- or short-term disability, paid time off, fringe benefit, reimbursement, or other similar compensation or employee benefit plan, program, practice, policy, arrangement or agreement in each case, sponsored, maintained, contributed to, by Bakotic Pathology Associates, L.L.C. or any of its Subsidiaries for the benefit of any current or former employees, directors, independent contractors, or for which Bakotic Pathology Associates, L.L.C. has any liability either directly or through an ERISA Affiliate or a Subsidiary with respect to any current or former employee, excluding any such plan required by applicable Law or sponsored, in whole or in part, by any Governmental Authority.

“**Bill of Sale**” means a bill of sale, substantially in the form attached hereto as Exhibit C.

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

“**Business Day**” means any day other than Saturday, Sunday or any other day on which banking institutions in New York, New York or Los Angeles, California are authorized or required by Law to close.

“**Business Employees**” has the meaning set forth in Section 4.16(a).

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

“**Buyer Arrangement**” has the meaning set forth in Section 6.18.

“**Buyer Disclosure Schedule**” means the disclosure schedule delivered by Buyer to Sellers’ Representative on the date hereof and attached hereto.

“**Buyer Fundamental Representations**” has the meaning set forth in Section 7.02(a).

“**Buyer Releasee**” has the meaning set forth in Section 8.02(a).

“**Buyer Releasor**” has the meaning set forth in Section 8.02(a).

“**Cash**” means all cash and cash equivalents held by the Sellers as of immediately prior to the Closing (without giving effect to the Closing).

“**CCP**” means Consonance Capital Partners LP.

“**Closing**” has the meaning set forth in Section 3.01.

“**Closing Adjustment Certificate**” means a certificate signed by a duly authorized officer of Buyer setting forth Buyer’s calculation of the Adjustment Amount and any asserted Excess Payment or Shortfall Payment, together with reasonable supporting calculations and documentation.

“**Closing Date**” has the meaning set forth in Section 3.01.

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

“**Confidentiality Agreement**” means the Non-Disclosure Agreement, dated as of June 20, 2025, by and between BPA Holding Corp. and Inform Diagnostics, Inc.

“**Consents**” means consents, approvals, exemptions, waivers, authorizations, filings, registrations and notifications.

“**Contract**” means any written agreement, contract, subcontract, lease, license, sublicense or other legally binding commitment or undertaking.

“**Contracting Party**” has the meaning set forth in Section 11.11.

“**Control**” means, with respect to any Person, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or ownership interests, by contract or otherwise.

“**Copyrights**” has the meaning set forth in the definition of Intellectual Property.

“**Credit Agreement**” means that certain Credit Agreement, dated as of January 7, 2016, by and among BPA Holding Corp., Dermatopathology Experts, LLC, the other guarantors from time to time party thereto, the lenders from time to time party thereto, and BMO Bank, N.A., as administrative agent, as amended, restated, supplemented or otherwise modified from time to time.

“**Damages**” means, with respect to any Person, any losses, Liability, injury, deficiency, settlement claims, damages, payments, costs and expenses (including costs and expenses of Actions), amounts paid in connection with any assessments, judgments or settlements relating thereto, and out-of-pocket expenses and reasonable attorneys’ fees and expenses reasonably incurred in defending against any such Actions, that is incurred or suffered by such Person.

“**Disclosure Schedules**” means the Buyer Disclosure Schedule and the Seller Disclosure Schedule.

“**Environmental Law**” means any Law related to pollution or protection of human health, safety or the environment, natural resources or Hazardous Materials; provided, however, that the term “Environmental Law” shall not include any Law relating to worker health or safety matters to the extent not related to human exposure to hazardous or toxic materials, wastes or substances.

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

“**ERISA Affiliate**” means any Person, trade or business that, at any relevant time, is or was treated as a single employer with the Sellers pursuant to Section 414(b), (c), (m) or (o) of the Code.

“**Escrow Account**” means a segregated account maintained by the Escrow Agent pursuant to the Escrow Agreement.

“**Escrow Agent**” means Citibank, N.A., as escrow agent under the Escrow Agreement.

“**Escrow Agreement**” means that certain Escrow Agreement to be entered into at Closing by Sellers’ Representative, Buyer and the Escrow Agent in substantially the form attached hereto as Exhibit D.

“**Escrow Amount**” means an amount equal to \$550,000.00.

“**Escrow Funds**” means, at any given time after Closing, the funds remaining in the account in which the Escrow Agent has deposited the Escrow Amount in accordance with the Escrow Agreement, including remaining amounts of income actually earned (if any).

“**Estimated Adjustment Amount**” means the estimated Adjustment Amount set forth on the Estimated Adjustment Statement.

“**Estimated Adjustment Statement**” means a written statement delivered by Sellers’ Representative setting forth the Sellers’ Representative’s good faith estimate of the Adjustment Amount, together with reasonable supporting calculations.

“**Excess Payment**” has the meaning set forth in Section 2.06(e)(i).

“**Excluded Assets**” has the meaning set forth in Section 2.02.

“**Excluded Liabilities**” has the meaning set forth in Section 2.04.

“**Fair Labor Standards Act**” means the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.), as amended, and any similar state or local equivalent law, regulation, or statute governing the payment of wages to or classification of employees.

“**Federal Health Care Program**” means Medicare (Title XVIII of the Social Security Act), Medicaid (Title XIX of the Social Security Act) or any other state or federal health care program as defined at 42 U.S.C. §1320a-7b(f).

“**Final Adjustment Certificate**” has the meaning set forth in Section 2.06(d).

“**Final Settlement Date**” has the meaning set forth in Section 2.06(c).

“**Financial Statements**” has the meaning set forth in Section 4.05(a).

“**Fraud**” means actual (and not constructive or imputed) and intentional common law fraud under Delaware Law by any Party in the making of the representations and warranties set forth in

ARTICLE IV or ARTICLE V, as applicable, or in any certificate delivered pursuant to this Agreement.

“**GAAP**” means generally accepted accounting principles in the United States of America.

“**Governing Documents**” means, (a) with respect to any corporation, its articles or certificate of incorporation and bylaws, (b) with respect to any limited liability company, its articles or certificate of organization or formation and its operating agreement or limited liability company agreement or similar governing or organizational documents, (c) with respect to any limited partnership, its certificate of limited partnership and partnership agreement or similar governing or organizational documents and (d) with respect to any other entity, governing or organizational documents similar to any of the foregoing, in the case of each of clauses (a) through (d), as may be in effect from time to time.

“**Governmental Authority**” means any federal, state, provincial, municipal, local or foreign government or political subdivision thereof, court or tribunal of competent jurisdiction, administrative agency or commission or other governmental or regulatory authority, department, board, bureau, agency or instrumentality, any self-regulated organization or other governmental regulatory authority or quasi-governmental authority, to the extent that the rules, regulations or orders of such organization or authority have the force of Law, and any third-party accrediting body, or any entity or authority thereof.

“**Governmental Order**” means any Law, order, injunction (whether temporary, preliminary or permanent), judgment, decree, assessment, award or ruling enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority of competent authority and jurisdiction.

“**Hazardous Material**” means any material, substance or waste that is listed, regulated, or defined as “hazardous” or “toxic,” or as a “pollutant” or “contaminant,” under applicable Environmental Laws, including but not limited to petroleum, petroleum by-products, asbestos or asbestos-containing materials, per- and polyfluoroalkyl substances, perchlorate, and polychlorinated biphenyls.

“**Healthcare Laws**” means any healthcare regulatory Laws applicable to the Sellers, including: (i) Medicare (Title XVIII of the Social Security Act); (ii) Medicaid (Title XIX of the Social Security Act) and state Medicaid Laws; (iii) Public Health Services Act (42 U.S.C. § 201 et seq.); (iv) Laws relating to healthcare fraud and abuse, false claims, self-referral and kickbacks, including the Stark Law (42 U.S.C. § 1395nn); the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); the False Claims Act (31 U.S.C. § 3729 et seq.) and any state law false claims or insurance fraud prohibitions; the Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812); the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)); the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a); the Exclusion Laws (42 U.S.C. § 1320a-7); the Beneficiary Inducement Statute (42 U.S.C. § 1320a-7a(a)(5)); all criminal Laws relating to healthcare fraud and abuse, including the healthcare fraud criminal provisions under HIPAA, 18 U.S.C. §§ 286, 287, and 1001; (v) the Federal Food, Drug & Cosmetics Act (21 U.S.C. § 301 et seq.); (vi) the Clinical Laboratory Improvement Amendments of 1988, 42 U.S.C. § 263a; (vii) the 21st Century Cures Act (Pub. L. 114-255); (viii) the Elimination of Kickbacks in Recovery Act, 18 U.S.C. § 220, in each case of

the foregoing clauses (i) through (viii), all regulations promulgated thereunder and under all comparable state or local Laws; (ix) fee-splitting and corporate practice of medicine Laws; (x) state Laws governing the licensure and operation of clinical laboratories and billing for clinical laboratory services; and (xi) all Laws relating to the conduct of research involving human subjects or research involving specimens or data derived from humans.

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and its implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Part 160 and Part 164, Subparts A, D and E), the Transactions and Code Set Standards (45 C.F.R. Part 162) and Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Part 164, Subparts A and C).

“**Indebtedness**” means, with respect to any Person (without duplication), the aggregate amount of the following obligations of such Person as of the date of determination: (a) any indebtedness for borrowed money (including in respect of principal, accrued interest, penalties, fees and premiums thereof and any overdraft facilities), (b) indebtedness issued in exchange for or in substitution for borrowed money, (c) any obligations evidenced by bonds, debentures, notes or other similar instruments, (d) any obligations for the deferred purchase price of property, goods or services, (e) any obligations in the nature of accrued fees, interest, premiums or penalties in respect of any of the foregoing, (f) the net settlement amount of any swap, collar, cap or other Contracts the principal purpose of which is to benefit from or reduce or eliminate the risk of fluctuations in interest rates or currencies (which amount will reduce Indebtedness if in an asset position), (g) any obligations, contingent or otherwise, under acceptance credit, letters of credit or similar facilities (other than trade payables) in each case solely to the extent drawn, funded or called, (h) all liabilities under capitalized leases, (i) any unpaid bonuses (and the related employer-portion of Tax) in respect of the fiscal year ending December 31, 2025 that are accrued as of the Closing Date, (j) any outstanding severance payments owed to any former employee, independent contractor or any service provider of any Seller whose service is terminated prior to the Closing, (k) any unpaid obligations under the Credit Agreement, and (l) any guaranty of any of the foregoing; provided, however, that in no event shall Indebtedness include any amount (i) included as a current liability in Adjusted Working Capital, (ii) included in Outstanding Seller Transaction Expenses, (iii) to the extent included as a current liability in “Adjusted Working Capital” (as defined in the Strata Purchase Agreement) under the Strata Purchase Agreement, (iv) to the extent included in “Outstanding Seller Transaction Expenses” (as defined in the Strata Purchase Agreement) under the Strata Purchase Agreement, or (v) to the extent included in “Indebtedness” or “Company Indebtedness Amount” (each as defined in the Strata Purchase Agreement) under the Strata Purchase Agreement.

“**Independent Accounting Firm**” means Grant Thornton LLP; provided that, in the event that the designated Independent Accounting Firm refuses or is otherwise unable to accept the appointment provided for hereunder, Seller Representative and Buyer shall jointly appoint a replacement independent, nationally-recognized accounting firm to serve in the capacity of the Independent Accounting Firm.

“**Information Privacy and Security Laws**” shall mean all Laws concerning the privacy or security of Personal Information, and all regulations promulgated thereunder, including HIPAA,

the Federal Trade Commission Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, state social security number protection Laws, state unfair competition and deceptive trade practices statutes, state data breach notification Laws and state health information privacy Laws.

“**Information Systems**” has the meaning set forth in Section 4.20(d).

“**Intellectual Property**” means any of the following: (i) patents and patent applications (“**Patents**”); (ii) registered and unregistered trademarks, service marks and trade names, pending trademark and service mark registration applications, and intent-to-use registrations or similar reservations of marks (“**Trademarks**”); (iii) registered and unregistered copyrights, and applications for registration of copyright (“**Copyrights**”); (iv) internet domain names; (v) trade secrets, know-how and other rights in proprietary information (“**Trade Secrets**”); and (vi) rights in computer software.

“**Intellectual Property Assets**” means all Intellectual Property that is owned by any Seller and used or held for use in the conduct of the Business as currently conducted or proposed to be conducted, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to any Seller with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof/accruing 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 other violation thereof.

“**Intellectual Property Assignments**” means collectively the Patent Assignment, substantially in the form attached hereto as Exhibit E, the Trademark Assignment, substantially in the form attached hereto as Exhibit F, and the Domain Name Assignment, substantially in the form attached hereto as Exhibit G.

“**Interests**” with respect to any Person means shares, partnership interests, limited liability company interests or any other equity interests in such Person.

“**Interim Balance Sheet**” has the meaning set forth in Section 4.05(a).

“**Interim Balance Sheet Date**” has the meaning set forth in Section 4.05(a).

“**IRS**” means the United States Internal Revenue Service.

“**Knowledge of Buyer or Buyer’s Knowledge**” or any other similar knowledge qualification, means the actual knowledge after reasonable inquiry and reasonable investigation of any individual set forth on Section 1.01(a) of the Buyer Disclosure Schedule.

“**Knowledge of Sellers or Sellers’ Knowledge**” or any other similar knowledge qualification, means the actual knowledge after reasonable inquiry and reasonable investigation of any individual set forth on Section 1.01(a) of the Seller Disclosure Schedule.

“**Laws**” means any and all applicable laws, statutes, constitutions, rules, regulations, judgments, decrees, ordinances, binding guidance, and rulings of any Governmental Authority and all applicable Governmental Orders.

“**Leased Real Property**” has the meaning set forth in Section 4.09(b).

“**Liability**” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether determined, determinable or otherwise, whether liquidated or unliquidated, whether due or to become due).

“**Lien**” means any charge, encumbrance, adverse claim, equitable ownership interest, collateral assignment, lien, pledge, security interest, mortgage, deed of trust, right of way, easement, encroachment, servitude, right of first offer or first refusal, buy/sell agreement and any other restriction or covenant with respect to, or condition governing the use, occupation, transfer, of any real or personal property.

“**Material Adverse Effect**” means: (a) with respect to the Business, any Purchased Assets or any Assumed Liabilities, any fact, condition, change, circumstance, event, occurrence, effect or development that individually or in with aggregate with all other facts, conditions, changes, circumstances, events, occurrences, effects and developments has, or would reasonably be expected to have, a material adverse effect on (i) the Business and the Purchased Assets, taken as a whole, or (ii) any Seller’s ability to, in a timely manner, perform its obligations under the Transaction Documents to which it is a party, or to consummate the transactions under such Transaction Documents; provided, however, that none of the following, and no change, event, occurrence or development arising out thereof or resulting therefrom, shall constitute or be deemed to contribute, individually or in the aggregate, to a Material Adverse Effect, or shall otherwise be taken into account, individually or in the aggregate, in determining whether a Material Adverse Effect had or has occurred or would reasonably be expected to occur: (i) changes generally affecting the industries or geographies in which the Business operates, whether international, national, regional, state, provincial or local, or the economy as a whole, (ii) changes in general economic, social, regulatory, business or political conditions, including the commencement, outbreak, continuation or escalation of any acts of war, terrorism, sabotage, armed hostilities, change in geopolitical conditions, national or international calamity or other force majeure events, (iii) earthquakes, seismic activities, fires, floods, hurricanes, tornados, effects of weather, meteorological conditions or events or other natural disasters or the operating performance of the Business associated with such conditions, events or other natural disasters, (iv) changes in Law, regulatory policy, accounting standards or principles (including GAAP) or any guidance relating thereto or the interpretation or enforcement thereof, in each case after the date hereof, (v) any change in currency exchanges or interest rates or economic, political, business or financial market conditions generally (including any changes or adverse conditions in the financial, banking, securities, credit, or commodities markets, in each case, including any disruption thereof and any decline in the price of any security or any market index), (vi) the announcement, negotiation, pendency, execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, including the identity of, or the effect of any fact or circumstance relating to, Buyer or any of its Affiliates or any communication by Buyer or any of its Affiliates regarding plans, proposals or projections with respect to the Business (including any impact on the relationship of the Business, contractual or otherwise, with its customers, suppliers, distributors,

vendors, lenders, employees, partners or others having relationships with any of the Sellers), (vii) labor strikes, requests for representation, organizing campaigns, work stoppages, slowdowns or other labor disputes, (viii) the compliance by any of the Sellers with any of the terms and conditions of this Agreement or the other Transaction Documents, any actions or omissions expressly required to be taken or not taken by any Seller in accordance with this Agreement or any of the other Transaction Documents or requested, or consented to, in writing by Buyer or any of its Affiliates (including any failure to take any action by any Seller if Buyer has unreasonably withheld, delayed or conditioned its written consent to such action), (ix) any breach, violation or non-performance of any provision of this Agreement by Buyer or any of its Affiliates, (x) failure by any of the Sellers or the Business to meet any projections or forecasts for any period occurring on or after the date hereof or any changes or prospective changes in credit ratings of any Seller (it being understood and agreed that the exception in this clause (x) shall not preclude any Party from asserting that the underlying changes, events, occurrences or developments giving rise to such failure should be taken into account in determining whether there has been a Material Adverse Effect to the extent not otherwise excluded by another clause of this definition), (xi) the potential, impending or actual bankruptcy or insolvency of any counterparty to a Material Contract and any consequence thereof, including the filing of any bankruptcy or insolvency proceedings relating thereto; (xii) changes, events, occurrences or developments arising from or related to epidemics, epizootic, pandemics (including COVID-19), panzootic or disease outbreaks; (xiii) any Law or any directive, pronouncement or guideline issued by a Governmental Authority or industry group providing for business closures, “sheltering-in-place,” curfews or other restrictions that relate to, or arise out of, (I) an epidemic, epizootic, pandemic (including COVID-19), panzootic or disease outbreak or (II) any foreign or domestic protests, and any change in such Law, directive, pronouncement or guideline or interpretation thereof following the date of this Agreement; (xiv) any tariffs, anti-dumping actions, sanctions, trade policies or disputes, or any “trade war,” or similar actions in the United States or any other country or region in the world; (xv) any actual or potential termination, cancellation, revocation, rescission, suspension, reduction or modification of any governmental grants, incentives, subsidies, funding or programs by any Governmental Authority; (xvi) any actual or potential sequester, stoppage, dismantling, shutdown, default or similar event or occurrence by or involving any Governmental Authority affecting a national or federal government as a whole, (xvii) any actual or potential break-up of any existing political or economic union of or within any country or countries or any actual or potential exit by any country or countries from, or suspension or termination of its or their membership in, any such political or economic union; or (xviii) the fact that the prospective owner of the Purchased Assets and Assumed Liabilities is Buyer or any Affiliate of Buyer; unless, with respect to a matter described in any of the foregoing clauses (i)-(v), (vii) and (xii)-(xvii), such fact, condition, change, circumstance, event, occurrence, effect or development does not have a materially disproportionate effect on the Business, taken as a whole, relative to similarly situated Persons primarily operating in the industries or geographies in which the Business operates (in which case such fact, condition, change, circumstance, event, occurrence, effect or development may be taken into account to the extent of the materially disproportionate effect on the Business, taken as a whole); (b) with respect to Buyer, any event, occurrence or circumstance that, individually or in the aggregate, would reasonably be expected to prevent or materially delay the performance by Buyer or any of its Affiliates of any obligation under, or the consummation of the transactions contemplated by, any Transaction Documents to which it is or will be a party; and (c) with respect to the any Seller, any event, occurrence or circumstance that, individually or in the aggregate, would reasonably be

expected to prevent or materially delay the performance by any Seller or its Affiliates of any obligation under, or the consummation of the transactions contemplated by, any Transaction Documents to which it is or will be a party.

“**Material Contracts**” means the following Contracts to which any Seller is a party and which are in effect on the date hereof: (a) each Contract under which any Seller is obligated to sell or lease real or personal property having a value in excess of \$100,000; (b) each Contract which contains any covenant which materially restricts any of the Sellers from competing or engaging in any activity or business that is material to the Business and the Purchased Assets, taken as a whole; (c) each Contract under which any Seller has (i) created, incurred, assumed or guaranteed any outstanding Indebtedness for borrowed money, (ii) granted a Lien on its assets, whether tangible or intangible, to secure such Indebtedness or (iii) extended credit to any Person in an amount in excess of \$100,000 of committed credit; (d) each material Affiliate Contract; (e) each Contract establishing any joint venture, strategic alliance or other similar collaboration that is material to the Business and the Purchased Assets, taken as a whole; (f) each Contract with a Material Customer, or Material Supplier, or Seller Payment Program; (g) each Contract for the acquisition of any Person or any business division thereof or the disposition of any material assets of any Seller or any of its Subsidiaries in the last three (3) years (other than in the ordinary course of business), other than Contracts in which the applicable acquisition or disposition has been consummated and there are no material ongoing obligations of any Seller; (h) each Contract in respect of the issuance, sale or transfer of capital stock, bonds or other securities of any Seller or any of its Subsidiaries; (i) each Contract pursuant to which any Seller licenses material Intellectual Property from a third party, other than click-wrap or shrink-wrap licenses, and any other licenses for computer software or software-as-a-service that is available on standard terms to the public generally with license, maintenance, support and other fees of less than \$100,000 per year and open source software; (j) each Contract relating to the employment or engagement by any Seller or any of its Subsidiaries (i) of any Person who currently receives annual compensation in excess of \$100,000 or (ii) which provides for any compensation or benefits (other than as required by Law) upon termination of such employment or engagement; (k) all Contracts with any Governmental Authority to which any Seller is a party; (l) all Contracts between or among any of the Sellers, on the one hand, and any Affiliate of Seller (other than the Sellers), on the other hand; (m) each Affiliated Professional Entity Agreement; and (n) each Contract that is not of the type of Contracts described in any of the foregoing clauses and which provides for aggregate future payments to or from any Seller in excess of \$500,000 in any calendar year, other than those that can be terminated without material penalty by such Seller upon six (6) months’ notice or less.

“**Material Customers**” has the meaning set forth in Section 4.23(a).

“**Material Suppliers**” has the meaning set forth in Section 4.23(b).

“**Non-Party Affiliate**” has the meaning set forth in Section 11.11.

“**Notice of Disagreement**” has the meaning set forth in Section 2.06(c).

“**Open Source Initiative**” has the meaning set forth in Section 4.20(g).

“Open Source Software” means any software (in source or object code form) that is subject to (i) a license or other agreement commonly referred to as an open source, free software, copyleft or community source code license (including but not limited to any code or library licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, Apache Software License, or any other public source code license arrangement) or (ii) any other license or other agreement that requires, as a condition of the use, modification or distribution of software subject to such license or agreement, that such software or other software linked with, called by, combined or distributed with such software be (1) disclosed, distributed, made available, offered, licensed or delivered in source code form, (2) licensed for the purpose of making derivative works, (3) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or (4) redistributable at no charge, including without limitation any license defined as an open source license by the Open Source Initiative.

“Outstanding Seller Transaction Expenses” means (without duplication) (a) all out-of-pocket fees, costs and expenses (to the extent unpaid as of the Closing) incurred by or on behalf of any of the Sellers as a result of the negotiation, documentation and consummation of the transactions contemplated hereby, including all of the out-of-pocket fees and expenses of Sellers’ Counsel, RSM US LLP and EV Health Partners, LLC; (b) fifty percent (50%) of any Transfer Taxes for which Sellers are responsible pursuant to Section 6.14; (c) all unpaid fees and payments payable to Sellers or any Affiliate of Sellers (other than the Affiliated Professional Entities) pursuant to any management, advisory, monitoring or transaction fee agreements or similar agreements (to the extent not included in Adjusted Working Capital); (d) the expenses, fees and disbursements, if any, payable to the Escrow Agent under the Escrow Agreement; and (e) any change of control payments, stay bonuses, retention bonuses and success bonuses payable solely as a result of the consummation of the transactions contemplated hereby; provided that in no event shall Outstanding Seller Transaction Expenses include (i) any payments made or required to be made pursuant to arrangements entered into by, or at the direction of, Buyer or any of its Affiliates, (ii) any payments made or required to be made as a result of a termination of employment following the Closing, (iii) payments made or required to be made pursuant to any of the Sellers’ ordinary course cash bonus plans, or (iv) any expenses of, or expenses initiated at the request of, Buyer or any of its Affiliates. In no event shall Outstanding Seller Transaction Expenses include any amount included in Adjusted Working Capital or Seller Indebtedness Amount. For the avoidance of doubt, in no event shall Outstanding Seller Transaction Expenses hereunder include any amount to the extent included in “Outstanding Seller Transaction Expenses” (as defined in the Strata Purchase Agreement) under the Strata Purchase Agreement.

“Owned Intellectual Property” has the meaning set forth in Section 4.20(e).

“Participant” means any current or former director, officer, employee or independent contractor of any Seller.

“Parties” has the meaning set forth in the preamble to this Agreement.

“Patents” has the meaning set forth in the definition of Intellectual Property.

“Payoff Letters” has the meaning set forth in Section 3.02(a)(xi).

“**Permits**” means permits, licenses, franchises, registrations, variances, authorizations, consents and approvals obtained from any Governmental Authority, but does not include any notices of self-certifications required to be filed with any Governmental Authority.

“**Permitted Liens**” means any (a) mechanic’s, materialmen’s, laborer’s, workmen’s, repairmen’s, carrier’s and similar statutory or common law Liens, arising or incurred in the ordinary course of business, (b) Liens for Taxes or governmental charges, assessments or claims not yet due and payable or being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the appropriate financial statements in accordance with GAAP, (c) purchase money Liens and Liens securing rental payments under capital lease arrangements, (d) pledges or deposits under workers’ compensation legislation, unemployment insurance Laws or similar Laws, (e) pledges or deposits to secure public or statutory obligations or appeal bonds, (f) Liens that would be disclosed on current title reports or existing surveys, (g) with respect to the Real Property, easements, covenants, rights of way, zoning ordinances and similar encumbrances which do not materially impair the current use, occupancy or value of the property subject thereto, (h) Liens arising under or created by any Material Contract or Transaction Document (other than as a result of a breach or default under such Material Contract or Transaction Document), (i) Liens or other imperfections of title, if any, that do not, individually or in the aggregate, have a Material Adverse Effect on the Business and the Purchased Assets, taken as a whole, (j) licenses of Intellectual Property that do not materially impair the current use or value of the subject thereof; (k) other Liens arising in the ordinary course of business and not incurred in connection with the borrowing of money, and (l) Liens listed on Section 1.01(b) of the Seller Disclosure Schedule.

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

“**Personal Information**” means information that is considered “personally identifiable information,” “personal information,” “protected health information,” “consumer health data” or any similar term by any applicable Information Privacy and Security Law.

“**Pre-Closing Tax Period**” means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on and including the Closing Date.

“**Preliminary Purchase Price**” means the Base Purchase Price, plus the Estimated Adjustment Amount minus the Escrow Amount.

“**Property Taxes**” means any real property Taxes, personal property Taxes and similar ad valorem obligations.

“**Purchase Price**” has the meaning set forth in Section 2.05.

“**Purchased Assets**” has the meaning set forth in Section 2.01.

“**Real Property Leases**” has the meaning set forth in Section 4.09(b).

“**Related Party**” means (a) any current or former director (or nominee), or officer of any of the Sellers, (b) any five percent (5%) or greater stockholder of Bako and (c) any relative, spouse, officer, director or Affiliate of any of the foregoing Persons.

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

“**Releasee**” has the meaning set forth in Section 8.02(b).

“**Releasor**” has the meaning set forth in Section 8.02(b).

“**Remedies Exception**” means (a) applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws of general application, heretofore or hereafter enacted or in effect, affecting the rights and remedies of creditors generally, and (b) the exercise of judicial or administrative discretion in accordance with general equitable principles, particularly as to the availability of the remedy of specific performance or other injunctive relief.

“**Representatives**” means, with respect to any Person, such Person’s directors, managers, members, officers, employees, agents, general and limited partners, attorneys, consultants, advisors, members or other Persons acting on behalf of such Person.

“**Restricted Period**” has the meaning set forth in Section 6.11(a).

“**Right**” means any option, warrant, convertible or exchangeable security or other right, however denominated, to subscribe for, purchase or otherwise acquire any equity interest or other security of any class, with or without payment of additional consideration in cash or property, either immediately or upon the occurrence of a specified date or a specified event or the satisfaction or happening of any other condition or contingency.

“**Section 280G Payments**” has the meaning set forth in Section 6.18.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Security Incident**” has the meaning set forth in Section 4.22(c).

“**Seller**” or “**Sellers**” has the meaning set forth in the preamble to this Agreement.

“**Seller Disclosure Schedule**” means the disclosure schedule (together with all attachments and appendices thereto) delivered by the Sellers to Buyer on the date hereof and attached hereto.

“**Seller Fundamental Representations**” has the meaning set forth in Section 7.01(a).

“**Seller Indebtedness Amount**” means an amount equal to the aggregate amount of Indebtedness of the Sellers, calculated as of immediately prior to the Closing Date in accordance with the Accounting Principles.

“**Seller Payment Programs**” has the meaning set forth in Section 4.20(d).

“**Seller Releasee**” has the meaning set forth in Section 8.02(b).

“**Seller Releasor**” has the meaning set forth in Section 8.02(b).

“**Sellers’ Counsel**” has the meaning set forth in Section 11.12(a).

“**Shortfall Payment**” has the meaning set forth in Section 2.06(e)(i).

“**Sponsor Person(s)**” means (other than Sellers) (a) any Sponsor or any direct or indirect equity holder, partner, member or manager of Consonance Private Equity or any Sponsor, (b) each of the respective Affiliates of the foregoing from time to time, and (c) any portfolio company invested in by any of the Persons set forth in clauses (a) or (b).

“**Sponsors**” shall mean each of Consonance Private Equity I, L.P., a Delaware limited partnership, and Consonance Private Equity PV I, L.P., a Delaware limited partnership.

“**Stockholders**” means the stockholders, members or equityholders of each Seller as of immediately prior to the Closing Date.

“**Straddle Period**” means any Tax period that begins on or before the Closing Date and ends after the Closing Date.

“**Strata Purchase Agreement**” means that certain Purchase and Sale Agreement, dated as of the Effective Date, by and among Bako, Holdings, BPA Holding Corp., Dermatopathology Experts, LLC, Buyer and, solely for purposes of Section 11.16 thereof (and Article XI thereof as it relates to Section 11.16 thereof), Fulgent Therapeutics, LLC.

“**Subsidiary**” means, with respect to any Person, any other Person of which fifty percent (50%) or more of the outstanding voting securities or ownership interests are owned or Controlled, directly or indirectly, by such first Person, by any one or more of its Subsidiaries, or by such first Person and one or more of its Subsidiaries.

“**Tax**” or “**Taxes**” means any federal, state, local, or foreign tax or other governmental charge, duty, fee, levy or assessment, in each case, in the nature of a tax, including income, net proceeds, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, tariff, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, property, personal property, sales, use, transfer, recording, registration, value added, alternative or add-on minimum, estimated, or other tax, imposed by any Governmental Authority, and including any interest, penalty, or addition thereto, and any obligation under any agreement or arrangement with any Person with respect to such amounts and including any liability for taxes of a predecessor entity, and including any Tax liability incurred or borne as a transferee or successor or by contract, operation of Law or otherwise.

“**Tax Refunds**” has the meaning set forth in Section 6.06(c).

“**Tax Return**” means any return, declaration, report, filing, election, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any supplement or amendment thereof, required to be filed with any Governmental Authority.

“**Trade Secrets**” has the meaning set forth in the definition of Intellectual Property.

“**Trademarks**” has the meaning set forth in the definition of Intellectual Property.

“**Transaction Documents**” means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Intellectual Property Assignments, the Assignment and Assumption of Leases, the Confidentiality Agreement, the Escrow Agreement, the Tripoint Purchase Agreement and all other documents delivered or required to be delivered by any Party at the Closing pursuant to this Agreement.

“**Transfer Taxes**” means any and all transfer, sales, use, value-added, excise, stock, stamp, documentary, registration, filing, recording and other similar Taxes, filing fees and similar charges.

“**Treasury Regulations**” means the United States Treasury Regulations promulgated under the Code.

“**Tripoint Purchase Agreement**” means that certain Membership Interest Purchase Agreement, by and between a physician employed by Buyer or one of its Affiliates and Wayne Bakotic, D.O., substantially in the form attached hereto as Exhibit H.

“**Union**” means any union, works council or other employee bargaining unit representative.

“**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign Laws related to plant closings, mass layoffs, group reductions in force, or group employment losses.

“**Working Capital Target**” means negative \$224,000.00.

Section 1.02 Terms Generally.

(a) The definitions in Section 1.01 shall apply equally to both the singular and plural forms and to correlative forms of the terms defined.

(b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

(c) The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

(d) The words “hereby,” “herewith,” “hereto,” “herein,” “hereof” and “hereunder” and words of similar import refer to this Agreement (including the Exhibits and Schedules to this Agreement and the Disclosure Schedules) in its entirety and not to any part hereof unless the context shall otherwise require.

- (e) The word “or” has the inclusive meaning represented by the phrase “and/or.”
- (f) Unless the context shall otherwise require, all references herein to Articles, Sections, Exhibits, Schedules and the Disclosure Schedules shall be deemed references to Articles, Sections and Exhibits of, and Schedules and the Disclosure Schedules to, this Agreement and references to “paragraphs” or “clauses” shall be to separate paragraphs or clauses of the section or subsection in which the reference occurs.
- (g) Unless the context shall otherwise require, any references to any Contract (including this Agreement) or Law shall be deemed to be references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions).
- (h) Unless the context shall otherwise require, references to any Person include references to such Person’s successors and permitted assigns, and in the case of any Governmental Authority, to any Person(s) succeeding to its functions and capacities.
- (i) Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context shall otherwise require.
- (j) Any reference in this Agreement to a “day” or a number of “days” (without explicit reference to “Business Days”) shall be interpreted as a reference to a calendar day or number of calendar days. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day. When calculating a number of days or Business Days, the day on which the initial reference date occurs shall be excluded unless the context otherwise requires.
- (k) All monetary figures shall be in United States dollars unless otherwise specified.
- (l) The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”.
- (m) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.
- (n) The term “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in visible form.
- (o) The phrases “delivered,” “provided to,” “made available” and “furnished to” and phrases of similar import when used herein, unless the context otherwise requires, mean, with respect to any statement in ARTICLE IV or ARTICLE V to the effect that any information, document or other material has been “delivered,” “provided to,” “made available to” or “furnished to” Buyer, that such information, document or material was made available for review by Buyer or any of its Representatives via e-mail or in the virtual data room set up by Seller in connection with this Agreement on or prior to the date hereof.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, Sellers agree to sell, assign, transfer, convey, and deliver to Buyer; and Buyer agrees to purchase from Sellers, free and clear of any Liens other than Permitted Liens, all of Sellers' right, title and interest in, to and under 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 (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business, including the assets set forth on Section 2.01 of the Seller Disclosure Schedule (collectively, the "**Purchased Assets**").

Section 2.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the assets set forth on Section 2.02 of the Seller Disclosure Schedule (collectively, the "**Excluded Assets**").

Section 2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform, and discharge only the Liabilities of Sellers set forth on Section 2.03 of the Seller Disclosure Schedule (collectively, the "**Assumed Liabilities**"), and no other Liabilities.

Section 2.04 Excluded Liabilities. Notwithstanding the provisions of Section 2.03 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of any Seller or any of their Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "**Excluded Liabilities**"). For the avoidance of doubt, Excluded Liabilities shall include: any Liability for Taxes (i) of any Seller or (ii) arising for any Pre-Closing Tax Period from Sellers' ownership of the Purchased Assets or operation of the Business prior to the Closing Date; provided, however, that Excluded Liabilities shall not include any (x) Property Taxes with respect to a period (or portion thereof) after the Closing, determined in a manner consistent with Section 6.06(a) or (y) Transfer Taxes. Each Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy.

Section 2.05 Purchase Price. At the Closing, Buyer shall pay or cause to be paid in immediately available funds by wire transfer (i) the Preliminary Purchase Price to an account or accounts that have been designated by Seller Representative to Buyer in writing prior to the Closing (such Preliminary Purchase Price, as adjusted in accordance with Section 2.06 shall be the "**Purchase Price**"), (ii) the Escrow Amount to an account or accounts that have been designated by the Escrow Agent to Buyer in writing prior to the Closing, (iii) each Outstanding Seller Transaction Expense to the account or accounts and in the amount as has been designated in the Estimated Adjustment Statement and not otherwise satisfied pursuant to Section 2.02 of the Strata Purchase Agreement, and (iv) the amount set forth in each Payoff Letter to the account or accounts designated in such Payoff Letter and not otherwise satisfied pursuant to Section 2.02 of the Strata Purchase Agreement.

Section 2.06 Purchase Price Adjustments.

(a) **Estimated Adjustment Certificate.** Sellers' Representative will deliver, or cause to be delivered, the Estimated Adjustment Statement (prepared in good faith by Sellers' Representative) to Buyer no later than five (5) Business Days prior to the Closing Date. Sellers' Representative shall consider in good faith any revisions to any of the calculations set forth in the Estimated Adjustment Statement proposed by Buyer prior to the Closing Date and may re-issue the Estimated Adjustment Statement with any such revisions that Sellers' Representative has determined in good faith are appropriate after such consideration; provided, however, that in no event shall any disagreement between Buyer and Sellers' Representative with respect to any such revision result in, or be a reason for, a delay to the Closing.

(b) **Closing Adjustment Certificate.** Within ninety (90) days after the Closing, Buyer shall prepare and deliver to Sellers' Representative the Closing Adjustment Certificate; provided that, if Buyer does not deliver the Closing Adjustment Certificate within such time period, then the Estimated Adjustment Statement shall be deemed to be the Closing Adjustment Certificate and Sellers' Representative shall have the rights set forth in this Section 2.06 with respect thereto. Buyer and Sellers' Representative shall provide to each other such data and information as the other Party may reasonably request in connection with the preparation and review of the Closing Adjustment Certificate.

(c) **Notice of Disagreement.** The Closing Adjustment Certificate shall become final and binding upon the Parties on the date that is forty-five (45) days after the earlier of (i) receipt of the Closing Adjustment Certificate by Sellers' Representative or (ii) the expiration of the ninety (90)-day time period specified in Section 2.06(b) in the event Buyer does not deliver a Closing Adjustment Certificate within such time period (such earlier date, the "**Final Settlement Date**"), in each case, unless Sellers' Representatives gives written notice of its disagreement ("**Notice of Disagreement**") to Buyer prior to such date. Any Notice of Disagreement shall specify in reasonable detail the dollar amount, nature and basis of any such disagreement. If a Notice of Disagreement is received by Buyer, then the Closing Adjustment Certificate (as revised in accordance with Section 2.06(d), if applicable) shall become final and binding on the Parties on, and the Final Settlement Date shall be, the earlier of (i) the date upon which Sellers' Representative and Buyer agree in writing with respect to all matters specified in the Closing Adjustment Certificate and (ii) the date upon which the Final Adjustment Certificate is issued by the Independent Accounting Firm.

(d) **Final Adjustment Certificate.** During the first twenty (20) days after the date upon which Buyer receives a Notice of Disagreement, Buyer and Sellers' Representative shall attempt to resolve in writing any differences that they may have with respect to all matters specified in the Notice of Disagreement (and all such discussions or negotiations related thereto shall, unless otherwise agreed in writing by Buyer and Sellers' Representative, be governed by Rule 408 of the Federal Rules of Evidence (and any applicable similar state rule)). If at the end of such twenty (20)-day period (or earlier by mutual agreement to arbitrate) Buyer and Sellers' Representative have not reached agreement with respect to all matters specified in the Notice of Disagreement, the matters that remain in dispute may at any time within thirty (30) days thereafter (or such earlier date as mutually agreed) be submitted to the Independent Accounting Firm by either Sellers' Representative or Buyer for review and resolution. The hearing date shall be scheduled by the

Independent Accounting Firm as soon as reasonably practicable, and shall be conducted on a confidential basis. Sellers' Representative and Buyer shall, not later than seven (7) days prior to the hearing date set by the Independent Accounting Firm, submit a brief (to include their respective calculations with regard to amounts in dispute on the Closing Adjustment Certificate) for settlement of any amounts set forth in the Notice of Disagreement that remain in dispute; provided, however, that any materials so provided to the Independent Accounting Firm shall also simultaneously be made available to the other disputing party hereto. Neither Sellers' Representative nor Buyer shall engage in any ex-parte communications with the Independent Accounting Firm. Seller and Buyer shall instruct the Independent Accounting Firm to render a decision (which decision shall include a written statement of findings and conclusions, including a written explanation of its reasoning with respect to such findings and conclusions) resolving the matters in dispute in accordance with this Section 2.06, and the Final Adjustment Certificate reflecting such decision, within three (3) Business Days after the conclusion of the hearing, unless Sellers' Representative and Buyer reach agreement prior thereto and withdraw the dispute from determination by the Independent Accounting Firm. The Independent Accounting Firm shall (i) act as an independent accounting firm and not as an arbitrator, (ii) address only those items in dispute and all determinations shall be based solely on the written presentations of Sellers' Representative and Buyer and their respective Representatives, and not by independent review, and (iii) for each item, not assign a value greater than the greatest value for such item claimed by either Sellers' Representative or Buyer or smaller than the smallest value for such item claimed by either Sellers' Representative or Buyer. The decision of the Independent Accounting Firm shall be final and binding on the Parties, and shall not be subject to judicial review, absent fraud or manifest error. Judgement may be entered upon the determination of the Independent Accounting Firm in any court having jurisdiction over the party against which such determination is to be enforced. The fees and expenses of the Independent Accounting Firm incurred in the resolution of such dispute shall be borne by Sellers' Representative, on the one hand, and the Buyer, on the other hand, in such proportion as is appropriate to reflect the relative benefits received by Sellers' Representative and Buyer from the resolution of the dispute. For example, if Sellers' Representative challenges the calculation of the Closing Adjustment Certificate by an amount of \$100,000, but the Independent Accounting Firm determines that Sellers' Representative has a valid claim for only \$40,000, Buyer shall bear 40% of the fees and expenses of the Independent Accounting Firm and Sellers' Representative shall bear the other 60% of such fees and expenses. As used in this Agreement, the term "**Final Adjustment Certificate**" shall mean the Closing Adjustment Certificate delivered (or deemed delivered) pursuant to Section 2.06(b), as subsequently adjusted, if applicable, pursuant to this Section 2.06(d) to reflect any subsequent written agreement between the Parties with respect thereto and, if submitted to the Independent Accounting Firm, any amendments or modifications to the Closing Adjustment Certificate decided by the Independent Accounting Firm.

(e) **Final Settlement and Adjustment to Purchase Price; Payment.**

(i) (x) If the Adjustment Amount set forth on the Final Adjustment Certificate is less than the Estimated Adjustment Amount, then the Purchase Price shall equal the Preliminary Purchase Price decreased by an amount equal to the absolute value of such excess of the Estimated Adjustment Amount over the Adjustment Amount set forth on the Final Adjustment Certificate (a "**Shortfall Payment**") and (y) if the Adjustment Amount set forth on the Final Adjustment Certificate is greater than the Estimated Adjustment Amount, then the Purchase Price

shall equal the Preliminary Purchase Price increased by an amount equal to the absolute value of such excess of the Adjustment Amount set forth on the Final Adjustment Certificate over the Estimated Adjustment Amount (an “**Excess Payment**”).

(ii) Any Shortfall Payment or Excess Payment, as applicable, shall be paid as follows:

(A) in the event of an Excess Payment, then, promptly following the determination of the Adjustment Amount set forth on the Final Adjustment Certificate, and in any event within five (5) Business Days thereafter, (1) Buyer shall pay or cause to be paid in immediately available funds by wire transfer to an account or accounts designated by Sellers’ Representative an amount in cash equal to the lesser of (x) the Excess Payment and (y) the quantum of the Escrow Amount and (2) Buyer and Sellers’ Representative shall execute joint instructions to the Escrow Agent to pay in immediately available funds by wire transfer to Sellers’ Representative an amount in cash equal to the balance of the Escrow Funds remaining in the Escrow Account;

(B) in the event of a Shortfall Payment, then, promptly following the determination of the Adjustment Amount set forth on the Final Adjustment Certificate, and in any event within five (5) Business Days thereafter, Buyer and Sellers’ Representative shall, subject to Section 2.06(e)(iii), execute joint instructions to the Escrow Agent to pay in immediately available funds by wire transfer (1) to Buyer in cash equal to the lesser of (x) the Shortfall Payment and (y) the amount of Escrow Funds available in the Escrow Account, and (2) if any Escrow Funds remain immediately after such payment to Buyer, to Sellers’ Representative an amount in cash equal to the balance of the Escrow Funds remaining in the Escrow Account; or

(C) in the event that the Adjustment Amount set forth on the Final Adjustment Certificate is equal to the Estimated Adjustment Amount, then, promptly following the determination of the Adjustment Amount set forth on the Final Adjustment Certificate, and in any event within five (5) Business Days thereafter, Buyer and Sellers’ Representative shall execute joint instructions to the Escrow Agent to pay in immediately available funds by wire transfer to Sellers’ Representative an amount in cash equal to the balance of the Escrow Funds remaining in the Escrow Account.

(iii) In no event shall: (A) Buyer be entitled to, and in no event shall Sellers’ Representative have any liability with respect to, payment pursuant to this Section 2.06(e) of any amount in excess of the Escrow Amount; or (B) Sellers be entitled to, and in no event shall Buyer have any liability with respect to, payment pursuant to this Section 2.06(e) of an amount in excess of Five Hundred Fifty Thousand Dollars (\$550,000.00).

(iv) Any payments pursuant to this Section 2.06 shall be treated as adjustments to the Purchase Price for U.S. federal income and other applicable Tax purposes, unless otherwise required by Law.

Section 2.07 Allocation of Purchase Price. Sellers and Buyer agree that the Purchase Price and the Assumed Liabilities (plus other relevant items properly taken into account for Tax purposes) shall be allocated among the Purchased Assets for all purposes (including Tax and

financial accounting) as shown on the allocation schedule (the “**Allocation Schedule**”) in the manner required by Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local or foreign law, as appropriate); provided that no consideration shall be allocated to any restrictive covenants. Within sixty (60) days following the date hereof, Buyer shall provide a draft of the Allocation Schedule to Sellers’ Representative, which shall be subject to review and comment by Sellers’ Representative. Sellers’ Representative shall have thirty (30) days after its receipt of the draft Allocation Schedule to notify Buyer of any objection thereto, and in the case of any such objection, Buyer and Sellers’ Representative shall negotiate in good faith to resolve such objection. If Sellers’ Representative and Buyer do not resolve all disputed items within fifteen (15) days after the delivery of the Sellers’ Representative’s objections to Buyer, the Parties shall jointly retain the Independent Accounting Firm to resolve any disputed item(s). The costs, fees and expenses of the Independent Accounting Firm shall be borne by Buyer and Sellers’ Representative equally. The Independent Accounting Firm shall resolve any such dispute within thirty (30) days after its retention, and the Allocation Schedule shall be adjusted to reflect any such resolution of any disputed item(s). Buyer and Sellers and their respective Affiliates shall file all Tax Returns (including, but not limited to, IRS Form 8594) consistent with the Allocation Schedule (as finally determined pursuant to this Section 2.07), and neither Buyer nor Sellers nor their respective Affiliates shall take any Tax position inconsistent with the allocation set forth on the Allocation Schedule (as finally determined pursuant to this Section 2.07), except, in each case, to the extent otherwise required by a final determination pursuant to Section 1313(a) of the Code (or any comparable provision of state, local or foreign law) or as Buyer or Sellers (as applicable) determines is necessary to settle a dispute with a taxing authority. In the event that any taxing authority disputes the Allocation Schedule (as finally determined pursuant to this Section 2.07), the Party receiving notice of such dispute shall promptly notify the other Party hereto, and the Parties shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to defend such final Allocation Schedule in any applicable proceeding. Furthermore, the parties agree to cooperate in connection with (and be similarly bound by) the preparation of any additional and/or supplemental IRS Form 8594 required as a result of any adjustments to the Purchase Price pursuant to Section 2.06 herein or otherwise.

Section 2.08 Withholding. Buyer, Sellers and their respective Affiliates and the Escrow Agent shall (without duplication) be entitled to deduct and withhold from any payment pursuant to this Agreement the amounts (if any) that it is required to deduct and withhold with respect to that payment pursuant to applicable Tax Law. To the extent any such amounts are so deducted and withheld and paid over to the applicable Governmental Authority, they shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. Buyer and its Affiliates and designees shall use commercially reasonable efforts to (i) provide at least five (5) Business Days’ prior written notice to Sellers or the other applicable payee prior to making any such withholding or deduction, and (ii) reasonably cooperate with Sellers or applicable payee as requested to minimize or eliminate any potential deductions and withholdings.

Section 2.09 Third Party Consents. To the extent that any Sellers’ rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Sellers shall use their commercially reasonable

efforts to obtain any such required consent(s) as promptly as possible; provided that in no event shall Sellers be required to provide any monetary payment or other benefit to secure any such consent. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Sellers, to the maximum extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer's agent in order to obtain for it the benefits thereunder and shall reasonably cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer, in each case at the expense of Buyer.

ARTICLE III CLOSING

Section 3.01 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely via the electronic exchange of closing deliveries on the second (2nd) Business Day following the satisfaction or, to the extent permitted, waiver of the conditions set forth in ARTICLE VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted, waiver of those conditions at Closing), or at such other date or at such other time or place as Sellers' Representative and Buyer may mutually agree upon in writing (email correspondence being sufficient for such purposes) (the "**Closing Date**"). The Closing shall be effective for all purposes at 12:01 a.m. Eastern Standard time on the Closing Date.

Section 3.02 Closing Deliverables.

(a) At the Closing, Sellers' Representative shall deliver, or cause to be delivered, to Buyer the following:

(i) the Bill of Sale, duly executed by each Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;

(ii) a counterpart to the Assignment and Assumption Agreement, duly executed by each Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) a counterpart to each of the Intellectual Property Assignments, duly executed by the applicable Seller(s), transferring all of such Seller's right, title and interest in and to the Intellectual Property Assets to Buyer;

(iv) with respect to each Real Property Lease, a counterpart of the Assignment and Assumption of Lease, duly executed by the applicable Seller;

(v) a counterpart to the Escrow Agreement, duly executed by the Sellers' Representative and the Escrow Agent;

(vi) a properly completed and duly executed IRS Form W-9 of each Seller;

(vii) the third party consents that are required for the consummation of the transactions contemplated hereby set forth on Section 3.02(a)(vii) of the Buyer Disclosure Schedule;

(viii) a certificate, dated the Closing Date and signed by a duly authorized officer of the Sellers' Representative, stating that the conditions set forth in Section 7.01(a) and Section 7.01(b) have been satisfied;

(ix) a certificate of the Secretary or an Assistant Secretary (or an equivalent officer) of each Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of each Seller and their respective stockholders or members of such Seller authorizing the execution, delivery and performance of this Agreement and the Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby;

(x) a counterpart to the Tripoint Purchase Agreement duly executed by Wayne Bakotic, D.O.; and

(xi) (A) executed payoff letters each in a form reasonably satisfactory to Buyer with respect to all Indebtedness for borrowed money of any of the Sellers owed to the lender thereof and the amounts payable to such lender providing for (1) the full and final satisfaction of such Indebtedness as of the Closing Date, and (2) the termination and release of any Liens related thereto (each, a "**Payoff Letter**").

(b) At the Closing, Buyer shall deliver, or caused to be delivered, to Sellers' Representative the following:

(i) the Purchase Price by wire transfer of immediately available funds to an account or accounts designated in writing by Sellers' Representative to Buyer;

(ii) a counterpart to the Assignment and Assumption Agreement, duly executed by Buyer;

(iii) a counterpart to each of the Intellectual Property Assignments, duly executed by Buyer;

(iv) with respect to each Lease, a counterpart to the Assignment and Assumption of Lease, duly executed by Buyer;

(v) a counterpart of the Escrow Agreement, duly executed by Buyer;

(vi) a counterpart to the Tripoint Purchase Agreement duly executed by a physician employed by Buyer or one of its Affiliates; and

(vii) a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Seller Disclosure Schedule, the Sellers, jointly and severally, represent and warrant to Buyer that the statements contained in this ARTICLE IV are true and correct as of the date hereof and shall be true and correct as of the Closing.

Section 4.01 Organization and Qualification of the Sellers.

(a) Each Seller is an entity duly organized, validly existing, and in good standing under the Laws of the state of its formation and has all requisite organizational power and authority to carry on its respective business as it is currently conducted and to own, operate or lease the properties and assets where such properties and assets are now owned, operated or leased by it and to carry on the Business as currently conducted.

(b) Each Seller is duly licensed to do business, and each Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary, except in such jurisdictions where the failure to be so duly qualified, licensed or in good standing would not, individually or in the aggregate, have a Material Adverse Effect on the Sellers.

Section 4.02 Authority of Sellers. Each Seller has full power and authority to enter into this Agreement and the Transaction Documents to which such Seller is or will be a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each Seller of this Agreement and any Transaction Document to which such Seller is or will be a party, the performance by each Seller of its obligations hereunder and thereunder and the consummation by each Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of such Seller. This Agreement has been duly executed and delivered by each Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of each Seller enforceable against each Seller in accordance with its terms, subject to the Remedies Exception. When each Transaction Document to which a Seller is or will be a party has been duly executed and delivered by such Seller (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of such Seller enforceable against it in accordance with its terms, subject to the Remedies Exception.

Section 4.03 No Conflicts; Consents. Except as set forth on Section 4.03 of the Seller Disclosure Schedule, assuming the accuracy of the representations and warranties of Buyer set forth in ARTICLE V, neither the execution, delivery and performance by each Seller of this Agreement nor the other Transaction Documents to which it is or will at the Closing be a party, nor the consummation by the Sellers of the transactions contemplated hereby or thereby: (a) conflicts with any provision of the respective Governing Documents of the Sellers, (b) violates or results in a breach of any Material Contract, or (c) assuming receipt of the Consents of Governmental Authorities described in Section 4.04 or Section 5.04 (or on such Sections of the Disclosure Schedules), violates any Law to which any Seller is subject, except, in the case of each

of clauses (b) and (c), for such violations or breaches as would not, individually or in the aggregate, have a Material Adverse Effect on the Sellers.

Section 4.04 Government Authorizations. Assuming the truth and completeness of the representations and warranties of Buyer contained in this Agreement, no Consent of, with or to any Governmental Authority is required to be obtained or made by any Seller in connection with the execution and delivery by the Sellers of this Agreement or the other Transaction Documents to which any of the Sellers is or will at the Closing be a party, the performance by the Sellers of their obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, other than (a) Consents set forth on Section 4.04 of the Seller Disclosure Schedule, (b) Consents that, if not obtained or made, would not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Sellers, taken as a whole, (c) Consents not required to be made or given until after the Closing, or (d) requirements applicable as a result of the specific legal or regulatory status of Buyer or any of its Affiliates or as a result of any other facts that specifically relate to the business or activities in which Buyer or any of its Affiliates is or proposes to be engaged, other than the Business.

Section 4.05 Financial Statements.

(a) Set forth on Section 4.05(a) of the Seller Disclosure Schedule (collectively, the “**Financial Statements**”) are: (i) complete copies of the audited consolidated balance sheet of BPA Holdings as of the years then ended on December 31, 2024 (the “**Balance Sheet Date**”) and December 31, 2023, and the related consolidated statements of operations, stockholders’ equity and cash flows for the years then ended (the “**Audited Financial Statements**”), and (ii) the unaudited consolidated balance sheet of BPA Holdings as of November 30, 2025, and the related consolidated statements of operations, stockholders’ equity and cash flows for the eleven (11)-month period then ended (the “**Interim Balance Sheet**” and, such date, the “**Interim Balance Sheet Date**”).

(b) The books and records of BPA Holdings (i) are being maintained in accordance with GAAP in all material respects, and (ii) have been made available to Buyer.

(c) The Financial Statements were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby. The Financial Statements fairly present in all material respects the financial condition of BPA Holdings as of such dates and the results of operations of BPA Holdings for such periods, and were derived from and are consistent with the books and records of BPA Holdings in all material respects; provided, however, that the Financial Statements as of and for the period ended on the Interim Balance Sheet Date do not contain footnotes and are subject to normal year-end adjustments (which are not be material individually or in the aggregate to BPA Holdings). Since the Balance Sheet Date, BPA Holdings has not effected any material change in any method of accounting or accounting practice.

(d) BPA Holdings maintains systems of internal accounting and financial reporting controls reasonably designed to ensure (i) the reliability of BPA Holdings’ financial reporting and the preparation of financial statements in accordance with GAAP; (ii) that receipts and expenditures of BPA Holdings are being made only in accordance with the authorization of BPA Holdings’ management and managers; and (iii) no significant deficiency or material weakness in

the design and operation of internal control over financial reporting utilized by BPA Holdings exists. No Seller has any Knowledge of any Fraud or whistle-blower allegations, whether or not material, that involve management or other employees or consultants who have or had a significant role in the internal control over financial reporting of BPA Holdings.

(e) All inventory of the Sellers consists of a quality and quantity usable and saleable in the ordinary course of business. The quantities of each item of inventory are reasonable in the present circumstances of the Business.

Section 4.06 Undisclosed Liabilities. Except as set forth on Section 4.06 of the Seller Disclosure Schedule, Sellers have no Liabilities with respect to the Business, that would be required under GAAP to be reflected or reserved against on the face of (and not in the notes to) the Financial Statements, except Liabilities (i) set forth, reflected in, reserved against or disclosed in the Financial Statements, (ii) Liabilities incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date, (iii) under Contracts of the Sellers (other than as a result of a breach or default thereof by a Seller), (iv) disclosed in the Seller Disclosure Schedule, (v) incurred in connection with the transactions contemplated hereby and included as Outstanding Seller Transaction Expenses (or as “Outstanding Seller Transaction Expenses” under and as defined in the Strata Purchase Agreement) or (vi) that would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole.

Section 4.07 Absence of Certain Changes. Since the Balance Sheet Date through the date of this Agreement, (x) each Seller has conducted the Business in the ordinary course consistent with past practice, and (y) there has not been (i) any declaration, setting aside or payment of any non-cash or in-kind dividend or other distribution of equity interests or property other than cash or cash equivalents with respect to any Sellers’ equity interests, (ii) any change in accounting methods, principles or practices affecting any Seller, except as required or permitted by GAAP, or (iii) any Material Adverse Effect on any Seller. Without limiting the foregoing, none of the Sellers has, since the Interim Balance Sheet Date, taken any action described in Section 6.01 that if taken after the date hereof and prior to the Closing Date would violate such provision.

Section 4.08 Tax Matters. Except as set forth in Section 4.08 of the Seller Disclosure Schedule:

(a) All income and other material Tax Returns with respect to the Purchased Assets or the operation of the Business required to be filed by each Seller have been timely filed (taking into account all extensions of time to file). Such Tax Returns are true, complete and correct in all material respects. All material Taxes with respect to the Purchased Assets or operation of the Business and that are due and owing by any Seller (whether or not shown on any Tax Return) have been timely paid.

(b) Each Seller has withheld and paid each Tax with respect to the Purchased Assets or the operation of the Business required to have been withheld and paid under applicable Law in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and materially complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any material Taxes with respect to the Purchased Assets or the operation of the Business, and no Seller is currently the beneficiary of any extension of time within which to file any material Tax Return with respect to the Purchased Assets or the operation of the Business, and no Seller has waived any statute of limitation with respect to any material Tax with respect to the Purchased Assets or the operation of the Business or agreed to any extension of time with respect to a material Tax assessment or deficiency with respect to the Purchased Assets or the operation of the Business (taking into account all extensions of time to file).

(d) All deficiencies asserted, or assessments made, against any Seller with respect to material Taxes with respect to the Purchased Assets or the operation of the Business as a result of any examinations by any taxing authority have been fully paid or otherwise resolved. No Governmental Authority has proposed to make or has made any adjustment with respect to material Taxes attributable to the Purchased Assets or the operation of the Business.

(e) There are no current, pending or threatened (in writing) Actions by any taxing authority with respect to the Purchased Assets or the operation of the Business. Neither the Purchased Assets or the operation of the Business, nor any portion of any Tax Return that relates to the Purchased Assets or the operation of the Business, has been the subject of any audit, action, suit, proceeding, claim or examination by any Governmental Authority that has not been resolved, and no such audit, action, suit, proceeding, claim, deficiency or assessment is pending or threatened (in writing) with respect to the Purchased Assets or the operation of the Business. No Seller has received any notice where such Seller does not currently file Tax Returns or pay Taxes to the effect that such filings may be required with respect to the Purchased Assets or the operation of the Business or that the Purchased Assets or Business may otherwise be subject to taxation by such jurisdiction.

(f) There are no Encumbrances for Taxes upon any of the Purchased Assets (other than for Permitted Liens).

(g) No Seller is a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2.

(h) No Seller currently has been a party to, or a promoter of, a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b) relating to the Purchased Assets.

(i) The Sellers have complied with escheat and unclaimed property Laws in all material respects.

(j) No Seller has any Liability for the Taxes of any Person (other than Bako’s Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any corresponding provision of state or local Tax Law), as a transferee or successor, or otherwise by operation of Law.

Section 4.09 Real Property.

(a) None of the Sellers (i) own any real property, (ii) has any liabilities with respect to any real property previously owned by any Seller, except as would not, individually or in the

aggregate reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, or (iii) has or is a party to any obligations or Material Contracts with respect to the acquisition of any real property.

(b) The leases under which any Seller is a lessee are hereinafter referred to as the “**Real Property Leases**” and the real property subject to the Real Property Leases is hereinafter referred to as the “**Leased Real Property**.” The applicable Seller is in possession of the material Leased Real Property and has a valid leasehold interest in such Leased Real Property, free and clear of any Liens except for Permitted Liens. None of the Leased Real Property is subleased or licensed by any Seller to any third party except as set forth on Section 4.09(b) of the Seller Disclosure Schedule. No Seller is in default in any material respect under any Real Property Lease and, to the Sellers’ Knowledge, no lessor is in default in any material respect under any Real Property Lease. Except as set forth in Section 4.09(b) of the Seller Disclosure Schedule, no Seller has received a written notice of default with respect to a material obligation or payment obligation from a lessor under any of the Real Property Leases which has not been either waived, cured, resolved or remedied. No Seller has received written notice of any actual proceedings of condemnation and, to the Sellers’ Knowledge, there are no proceedings of condemnation threatened with respect to any material Leased Real Property. There are no disputes pending, or, to the Sellers’ Knowledge, threatened with respect to any Real Property Lease. No Seller has received any written notice of the intention of any other party to the Real Property Leases to amend, terminate, not renew or reduce any commitment under the Real Property Leases, nor to the Sellers’ Knowledge, is any such party threatening to do so. To the Sellers’ Knowledge, there are no restrictions on entrance to or exit from the Leased Real Property to adjacent public streets and no conditions which will result in the termination of the present access from the Leased Real Property to existing highways or roads.

(c) The leasehold improvements are in good condition and repair with the systems located therein are in good working order and adequate to operate such facilities as currently used and do not require material repair or replacement in order to serve their intended purposes, except (x) for ordinary wear and tear or scheduled maintenance and repairs conducted or required in the ordinary course of business with respect to the operation of the Leased Real Property that are not material in nature or cost or (y) as would not, individually or in the aggregate reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole.

(d) No Seller has received any written notice from any Governmental Authority that the Real Property Leases (or any portion thereof) are not in material compliance with applicable Laws, including, without limitation, fire, health, building, use, occupancy and zoning Laws.

(e) The representations and warranties in this Section 4.09 are the sole and exclusive representations and warranties of Sellers relating to real property matters.

Section 4.10 Environmental Matters. This Section 4.10 shall constitute the sole representations and warranties of Sellers with respect to environmental matters, including any and all matters arising under Environmental Laws. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole:

(a) the Sellers are in compliance with Environmental Laws and have not received, since January 1, 2023, any written notice, which remains uncured, from any Governmental Authority alleging that any Seller is in violation of any Environmental Law;

(b) the Sellers hold and comply with all Permits required under Environmental Laws to conduct their respective businesses as conducted as of the date hereof or for their use of any of the Leased Real Property and each such Permit is in full force and effect;

(c) the Sellers are not subject to any outstanding Governmental Order issued pursuant to any Environmental Law and have not received, since January 1, 2023, any written notice, complaint, demand or claim seeking to impose any liability under Environmental Laws or otherwise relating to the release of or exposure to Hazardous Materials against any Seller;

(d) none of the Sellers have caused or contributed to any release of any Hazardous Material at any Leased Real Property that would reasonably be expected to give rise to any Liability under Environmental Laws for any Seller; and

(e) no Leased Real Property is subject to any applicable environmental cleanup responsibility law or environmental restrictive transfer law or regulation, including the New Jersey Industrial Site Recovery Act, N.J.S.A 13:1K-6, by virtue of the transactions set forth herein and contemplated hereby.

Section 4.11 Material Contracts. Section 4.11(a) of the Seller Disclosure Schedule contains a listing of all Material Contracts (other than Benefit Plans, Contracts for labor and employment matters set forth on Section 4.16(a) of the Seller Disclosure Schedule and Contracts relating to insurance policies set forth on Section 4.13 of the Seller Disclosure Schedule). True and correct copies of each Material Contract have been made available to Buyer. As of the date of this Agreement, each Material Contract is in full force and effect and is the legal, valid and binding obligation of the Seller which is a party to such Material Contract and, to the Sellers' Knowledge, the other parties thereto, in each case subject to the Remedies Exception. No Seller, nor to the Sellers' Knowledge, any of the other parties thereto is in breach, violation or default under any Material Contract, and, to the Sellers' Knowledge, no event has occurred which with notice or lapse of time or both would constitute any such breach, violation or default, or permit termination, modification, or acceleration by such other parties, under any such Material Contract, except (a) for breaches, violations or defaults as would not, individually or in the aggregate, have a Material Adverse Effect on the Business and the Purchased Assets and (b) that, in order to avoid a default, violation or breach under any Material Contract, the Consent of such other parties set forth in Section 4.03 of the Seller Disclosure Schedule may be required in connection with the transactions contemplated hereby.

Section 4.12 Assets: Title, Sufficiency, Condition. The Sellers have good, valid and marketable title to, a valid leasehold interest in or a valid right to use, all of the Purchased Assets, whether real or personal, tangible or intangible, in each case except as would not, individually or in the aggregate, reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole. All such Purchased Assets (including leasehold interests) are free and clear of all Liens except Permitted Liens. Except for the Excluded Assets, the Purchased Assets constitute all of the assets, properties and rights that are used in and necessary for the conduct of the Business

in the same manner as conducted as of the date hereof. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, all of the material fixtures and other material improvements to the Real Property and all of the tangible personal property other than the inventory (i) are in all respects adequate and suitable for their present uses, (ii) in good working order, operating condition and state of repair (ordinary wear and tear excepted) and (iii) have been maintained in all respects in accordance with normal industry practice.

Section 4.13 Insurance. Section 4.13 of the Seller Disclosure Schedule contains a list of all property, general liability, directors and officers, fiduciary, employment, title, workers' compensation, environmental, product liability, cyber liability and other forms of insurance maintained as of the date hereof by or on behalf of any Seller. The Sellers have delivered to Buyer complete and correct copies of all such policies, together with all endorsements, riders and amendments thereto. As of the date hereof, no Seller has received any written notice from the insurer under any such insurance policy disclaiming coverage, reserving rights with respect to a particular claim or such policy in general or canceling or materially amending any such policy, and there is no material claim by any Seller pending under any such policy. All premiums due and payable for such insurance policies have been duly paid, and such policies (or extensions, renewals or replacements thereof with comparable policies) shall be in full force and effect until the Closing Date. All of such policies are sufficient for compliance with the minimum stated requirements under all Material Contracts and applicable Laws.

Section 4.14 Litigation. Since January 1, 2023, there have not been and there are currently no Actions pending or, to Sellers' Knowledge, threatened in law or in equity or before any Governmental Authority against any Seller or any of its properties, assets, officers or directors that would reasonably be expected to result in any Liability for any Seller, except as would not, individually or in the aggregate, reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole.

Section 4.15 Employee Matters.

(a) Section 4.15(a) of the Seller Disclosure Schedule contains a complete and accurate list of each material Benefit Plan, including any stock option, stock purchase, stock appreciation right or other equity or equity-related incentive plan, program, practice, policy, arrangement or agreement. The Sellers have made available to Buyer a copy of, to the extent applicable, with respect to each material Benefit Plan, (i) the current plan document and all amendments thereto, or, if the Benefit Plan has not been reduced to writing, a written summary of all material plan terms, (ii) each trust, insurance, annuity or other funding Contract related thereto, (iii) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto, (iv) the three (3) most recent annual reports on Form 5500 required to be filed with the Internal Revenue Service with respect thereto, (v) the most recent summary plan description and any material modification with respect thereto, (vi) the applicable nondiscrimination test reports for the three (3) most recent plan years, (vii) the most recent determination letter or opinion letter from the IRS, (viii) material, non-routine correspondence within the past three (3) years from a Governmental Authority or from the Sellers to a Governmental Authority regarding a Benefit Plan, and (ix) any material IRS written communications related to compliance for same.

(b) Each Benefit Plan (and any related trust or other funding vehicle) has been maintained, operated and administered in all material respects in compliance with Laws and with the terms of such Benefit Plan. All contributions and premiums required to have been made to the Benefit Plans have been timely made to the Benefit Plans in all material respects. No Benefit Plan, fiduciary of any Benefit Plan or administrator of any Benefit Plan has taken any action, or failed to take any action, which action or failure could reasonably be expected to subject any Seller to any Liability for breach of any fiduciary duty, any penalty under Section 502 of ERISA or for any prohibited transaction (as defined in Section 4975 of the Code), with respect to or in connection with any Benefit Plan. Except for claims for benefits arising in the ordinary course with respect to any Benefit Plan, there are no claims, actions, Taxes, penalties, suits, proceedings, investigations or hearings pending or, to the Sellers' Knowledge, threatened with respect to any Benefit Plan, including any audit or investigation by any Governmental Authority with respect to any Benefit Plan and there is no voluntary compliance submission through the IRS' Employee Plans Compliance Resolution System or the U.S. Department of Labor's Voluntary Fiduciary Correction Program pending, in progress or to the Sellers' Knowledge, threatened.

(c) No Seller, nor any ERISA Affiliate, has ever sponsored, maintained or contributed to any employee benefit plan that is (i) subject to Section 302 or Title IV of ERISA or Section 412 or 430 of the Code, (ii) is otherwise a defined benefit pension plan as defined in Section 3(35) of ERISA (including any multiemployer plan (as defined in Section 3(37) or 4001(a)(3) of ERISA)), or (iii) is a "multiple employer plan" within the meaning of ERISA Section 201(a) or Code Section 413(a) or (iv) is a multiple employer welfare arrangement within the meaning of ERISA Section 3(40), or (v) is a voluntary employees' beneficiary association under Section 501(c)(9) of the Code. No Benefit Plan is a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code) and no additional Tax under Section 409A(a)(1)(B) of the Code has been or could reasonably be expected to be incurred by a participant in any Benefit Plan. There are no Benefit Plans under which welfare benefits or coverage, including health, life or disability insurance, are provided to any participants beyond their retirement or other termination of service, other than coverage mandated by Code Section 4980B, Subtitle B of Title I of ERISA or similar state group health plan continuation legal requirements, the cost of which is fully paid by the eligible participants or their dependents.

(d) For each Benefit Plan that is a group health plan under Section 733(a)(1) of ERISA, the Seller Entities have complied with the Patient Protection and Affordable Care Act, including the Health Care and Education Reconciliation Act of 2010, as amended and including any guidance issued thereunder ("ACA"), and has satisfied all obligations under COBRA and each applicable state legal requirements relating to continuation of health coverage for Benefit Plan participants and beneficiaries with respect to any qualifying event that has occurred on or before the date of this Agreement. None of the Sellers nor any of the Benefit Plans has incurred (whether or not assessed), and are not reasonably expected to incur or to be subject to, any Tax, penalty, assessment or other liability that may be imposed under the ACA or Sections 4980B, 4980D, 4980H, 6721 or 6722 of the Code or with respect to any requirement to timely file ACA information returns with the IRS or provide statements to participants under Section 6056 or 6055 of the Code or Sections 4975 through 4980 of the Code. No Benefit Plan is "self-insured medical reimbursement plan" as defined in Section 105(h) of the Code or other applicable non-U.S. Legal Requirements.

(e) Each Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code, (i) has received a favorable determination or opinion letter as to its qualification, a copy of which has been made available to Buyer, (ii) has been established under a standardized master and prototype or volume submitter plan for which a current favorable Internal Revenue Service advisory letter or opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer, a copy of which has been made available to Buyer, or (iii) has time remaining under Laws to apply for a determination or opinion letter or to make any amendments necessary to obtain a favorable determination or opinion letter. To the Sellers' Knowledge, there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status for any such Benefit Plan.

(f) No Participant is entitled to receive any gross-up or additional payment in connection with the Tax required by Section 409A or Section 4999 of the Code.

(g) The representations and warranties in this Section 4.15 are the sole and exclusive representations and warranties of Sellers concerning Benefit Plans and related matters.

Section 4.16 Labor Matters.

(a) Section 4.16(a) of the Seller Disclosure Schedule contains a list of all employees, of each of the Sellers who provide services to the Business ("**Business Employees**") as of December 4, 2025, including any employee who is on a leave of absence of any nature, paid or unpaid, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) exempt or non-exempt classification; (iv) employer of record; (v) work location; (vi) state of residence; (vii) hire or retention date; (viii) current annual base compensation rate or contract fee; (ix) commission, bonus or other incentive-based compensation; and (x) for any employee currently on a leave of absence, the reason for the leave and any anticipated return date. Sellers have also provided a list of all natural Persons who are directly engaged by a Seller to provide services to the Business.

(b) No Seller, with respect to the Business, is, and has not been for the past three (3) years, a party to or bound by any union contract or collective bargaining agreement. To the Sellers' Knowledge, no Union or group of employees is seeking or in the past three (3) years has sought to organize any current or former Business Employees for the purpose of collective bargaining with respect to their employment with the Business. There are no material controversies, strikes, slowdowns, work stoppages or any other material labor disputes involving any Seller, with respect to the Business, pending or, to the Sellers' Knowledge, threatened, nor have there been any such material controversies, strikes, slowdowns, work stoppages or other material labor disputes in the past three (3) years. There are no material grievances or unfair labor practice complaints pending or, to the Sellers' Knowledge, threatened against any Seller, with respect to the Business, before the National Labor Relations Board or any other Governmental Authority with respect to any current or former Business Employee. No Seller has any obligation to bargain with any Union with respect to the consummation of the transaction contemplated hereby.

(c) Each Seller, with respect to the Business, is and, for the past three (3) years, has been in compliance in all material respects with all Laws relating to employment or labor, including, but not limited to, those related to hiring, background checks, wages, pay equity, hours,

meal and rest periods, collective bargaining and labor relations, classification of independent contractors and exempt employees, equal opportunity, document retention, notice, plant closing and mass layoff, health and safety, employment eligibility verification, immigration, child labor, discrimination, harassment, retaliation, accommodations, disability rights or benefits, affirmative action, workers' compensation, unemployment insurance, employment and reemployment rights of members of the uniformed services, secondment, employee leave issues and the payment of social security and other Taxes. Except as would not reasonably be expected to subject any Seller to any material Liability, in the past three (3) years, (i) all natural Persons providing services to the Business characterized and treated by any Seller as consultants or independent contractors of such Seller are and have been properly treated as independent contractors under all applicable Laws and (i) all Business Employees classified as exempt under the Fair Labor Standards Act and state and local wage and hour Laws are and have been properly classified.

(d) There are no Actions against any Seller, with respect to the Business, pending, or to the Sellers' Knowledge, threatened to be brought or filed, by or with any natural Person, Governmental Authority, or arbitrator in connection with the employment of any current or former applicant, employee, consultant, volunteer, intern or independent contractor of the Business, including, without limitation, any Action relating to unfair labor practices, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, employee classification, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, paid sick leave, unemployment insurance or any other employment related matter arising under applicable Laws.

(e) To Sellers' Knowledge, no Business Employee: (i) has announced in writing or verbally their intention to terminate employment with any Seller (ii) has, since January 1, 2023, materially breached or threatened in writing to breach any of their respective employment-related agreements; or (iii) is a party to or is bound by any confidentiality agreement, noncompetition agreement or other Contract with any Person other than a Seller that contains restrictive covenants in favor of such other Person. There are no Contracts that would give rise to any Liability to any employee or consultant that would result from the termination by any Seller of such employee's employment or consultant's provision of services, a change of control of any Seller (including a sale of all or substantially all of the assets of any Seller), or a combination thereof.

(f) For the past three (3) years, each Seller has been in material compliance with the WARN Act, and no Seller has plans to undertake any action that would trigger the WARN Act, in each case with respect to the Business.

(g) The representations and warranties in this Section 4.16 are the sole and exclusive representations and warranties of Sellers concerning employment and labor matters.

Section 4.17 Legal Compliance. Except for real property matters (which are addressed exclusively in Section 4.09), Environmental Laws (which are addressed exclusively in Section 4.10), Laws relating to Taxes (which are addressed exclusively in Section 4.08), Laws regarding Benefit Plans and related matters (which are addressed exclusively in Section 4.15), Laws relating to employment and labor matters (which are addressed exclusively in Section 4.16), Permits

(which are addressed exclusively in Section 4.19), Healthcare Laws (which are addressed exclusively in Section 4.21) and Information Privacy and Security Laws (which are addressed exclusively in Section 4.22), each Seller is, and has at all times since January 1, 2023 been, in compliance with all Laws, permit or license or other authorization or approval of any Governmental Authority applicable to the Business, except for violations as would not, individually or in the aggregate, reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole.

Section 4.18 Brokers' Fees. Except as set forth on Section 4.18 of the Seller Disclosure Schedule, no Seller has entered into any contract or other arrangement or understanding (written or oral, express or implied) with any Person which may result in the obligation of Buyer or any of its Affiliates to pay any fees or commissions to any broker or finder as a result of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

Section 4.19 Permits. Section 4.19 of the Seller Disclosure Schedule sets forth all material Permits that are held by each of the Sellers in connection with the Business. Except as set forth on Section 4.19 of the Seller Disclosure Schedule, except with respect to licenses, approvals, consents, registrations and permits required under applicable Environmental Laws (which are addressed exclusively in Section 4.10), and except as would not, individually or in the aggregate, reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, (i) the Sellers have all Permits required to conduct the Business and own, lease and operate the Purchased Assets as currently conducted and operated on the date hereof, and (ii) each such Permit is in full force and effect and the applicable Seller is in compliance with all its obligations with respect thereto. There are no proceedings pending or, to the Sellers' Knowledge, threatened in writing which would reasonably be expected to result in the revocation or termination of any material Permit of any Seller.

Section 4.20 Intellectual Property.

(a) Section 4.20(a) of the Seller Disclosure Schedule accurately lists each patent, patent application, registered trademark, trademark registration application, registered internet domain name, registered copyright and copyright registration application, in each case, owned by the specified Sellers as of the date of this Agreement whether inside or outside the United States. Except as noted in Section 4.20(a) of the Seller Disclosure Schedule: (i) the identified Sellers own all right, title and interest in and to the respective Intellectual Property listed thereon free and clear of all Liens other than Permitted Liens; (ii) the Intellectual Property listed thereon is subsisting and, to the Seller's Knowledge, valid and enforceable; and (iii) the Intellectual Property listed thereon is not subject to any challenge, opposition, cancellation, re-examination, interference or similar Action pending before any Governmental Authority. There are no registration, maintenance or renewal fees that are due or filings that must be made within ninety (90) days of the date hereof for the purposes of maintaining, perfecting, preserving or renewing any registrations for such Owned Intellectual Property.

(b) Except as set forth in Section 4.20(b) of the Seller Disclosure Schedule, or as would not, individually or in the aggregate, reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, the Sellers own or have licenses or rights to use, all Intellectual Property currently used by the Sellers in the Business, that will be reasonably required upon

Closing for Buyer to operate the Business as currently operated. Notwithstanding the foregoing, this Section 4.20(b) does not constitute a representation or warranty regarding the non-infringement by the Sellers or the Business of any Intellectual Property.

(c) Except as set forth in Section 4.20(b) of the Seller Disclosure Schedule or as would not, individually or in the aggregate, reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole: (i) no Seller has, (A) in the two (2) years prior to the date hereof, made any written claim to a third party alleging that such third party has infringed, misappropriated or otherwise violated any of its Intellectual Property, or (B) in the five (5) years prior to the date hereof, received any unresolved written claim from a third party alleging that it has infringed, misappropriated or otherwise violated any Intellectual Property of such third party; and (ii) no Seller nor the operation of the Business has infringed, misappropriated or otherwise violated the Intellectual Property of any third party.

(d) Each of the Sellers has implemented and maintained commercially reasonable security and other measures designed to protect all computers, networks, software and systems owned or controlled by the Sellers and used in connection with the operation of their businesses (the “**Information Systems**”) from viruses and unauthorized access, use, modification, disclosure or other misuse and have in place commercially reasonable disaster recovery and security plans, and procedures relating to such Information Systems. Since January 1, 2023, there have been no material unauthorized intrusions or breaches of the security of the Information Systems.

(e) None of the Sellers have any obligation to compensate any person for the use of any Intellectual Property owned by or purported to be owned by any of the Sellers (the “**Owned Intellectual Property**”); none of the Sellers have entered into any agreement to indemnify any other person against any claim of infringement or misappropriation of any Owned Intellectual Property; there are no settlements, covenants not to sue, consents, judgments, or orders or similar obligations that: (i) restrict any Seller’s right to use any Owned Intellectual Property, (ii) restrict any Seller’s business, in order to accommodate a third party’s Intellectual Property, or (iii) permit third parties to use any Owned Intellectual Property.

(f) Each of the Sellers have taken steps in accordance with applicable industry practice designed to protect the Owned Intellectual Property, including all rights in confidential information and trade secrets owned by Sellers relating to the Business. No confidential information or trade secrets owned by any of the Sellers has been authorized to be disclosed or has actually been disclosed by the Sellers to any third party other than pursuant to a written confidentiality contract restricting the disclosure and use thereof. Each of the Sellers uses and has used all artificial intelligence based technologies in material compliance with all applicable Contracts and requirements of the Law.

(g) Except as set forth on Section 4.20(g) of the Seller Disclosure Schedule or as would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, none of the Sellers distribute any Open Source Software, including software that is subject to an “open source”, “copyleft” or other similar type of license, including any license that is approved by the Open Source Initiative as set forth on www.opensource.org (the “**Open Source Initiative**”).

(h) The representations and warranties in this Section 4.20 and Section 4.11 (solely with respect to Material Contracts defined in subsection (i) of the definition thereof), are the sole and exclusive representations and warranties of Sellers relating to Intellectual Property, or otherwise relating to Intellectual Property matters.

Section 4.21 Healthcare Regulatory.

(a) No Seller is in violation of any Healthcare Law applicable to its business or operations, except for violations as would not, individually or in the aggregate, have a Material Adverse Effect on the Business and the Purchased Assets. No circumstances exist and no event has occurred that (with or without notice or lapse of time, or both) would reasonably be expected to constitute or result in a violation by any Seller of, or a failure on the part of any Seller to comply with, any Healthcare Law applicable to any Seller, or would give rise to any material obligation on the part of any Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. Since January 1, 2023, no Seller has received any written or, to the Sellers' Knowledge, oral notice or other communication from any Governmental Authority of any violation of any applicable Healthcare Law.

(b) No Seller is, or since January 1, 2023, has been, a party to, or has any ongoing reporting obligations pursuant to or under, any corporate integrity agreement, deferred prosecution agreement, monitoring agreement, consent decree, or settlement agreement with or imposed by any Governmental Authority with respect to any Healthcare Law.

(c) No Seller, nor any of their respective directors, officers, or employees, nor to the Sellers' Knowledge, independent contractors or agents, have been (i) debarred, excluded, or suspended from, or are otherwise ineligible to participate in, any Federal Health Care Program or any other third-party payor program; (ii) been convicted of, charged with, indicted, or, to the Sellers' Knowledge, investigated for a Federal Health Care Program related offense, or for a violation of any Healthcare Law related to Fraud, theft, embezzlement, breach of fiduciary responsibility or financial misconduct; (iii) since January 1, 2023, notified in writing by a Governmental Authority of any material inquiry, investigation, or similar proceeding instituted by any Governmental Authority, been disciplined or sanctioned, or had discipline or sanctions proposed, by any Governmental Authority; or (iv) engaged in any activity likely to result in mandatory or permissive exclusion, suspension, or disbarment from any Federal Health Care Program.

(d) As of the date hereof, each Seller meets the applicable material requirements of participation, coverage, and enrollment imposed by third party payor programs in which any Seller participate (collectively, "**Seller Payment Programs**"). No Seller has received, in the past three (3) years, any written notice of any action from any Seller Payment Program, either to revoke, limit, or terminate its participation for cause. No event has occurred that, with the giving of notice, the passage of time, or both, would constitute grounds for revoking, limiting, or terminating any Seller's participation in any Seller Payment Program. No Seller has ever received notice of default of any provision under any agreement with a Seller Payment Program, and, to Sellers' Knowledge, the other parties thereto are not in default of any material provision thereunder. There is no pending, concluded, or threatened Action related to any Seller's participation in any Seller Payment Program. No Seller has submitted, or caused to be submitted, any claim for payment to

any Seller Payment Program in material violation of any Health Care Law. Each Seller has timely paid or made provision to pay any overpayment received from any Governmental Authority or Seller Payment Program.

(e) Each employee and contractor of each Seller providing professional services to patients is duly licensed, certified, registered, and qualified as required by applicable Healthcare Law and is qualified to provide such services by each Governmental Authority having jurisdiction over the provision of such services. No suspension, cancellation, revocation, withdrawal, modification, restriction, probation or non-renewal of any such employee or contractor license or qualification is pending or threatened in writing. To Sellers' Knowledge, there are no Actions pending or threatened relating to any employee or contractor license or qualification, except for routine audits or reviews.

(f) Each Seller maintains, and has maintained since January 1, 2023, a compliance program, including policies and procedures reasonably designed to cause each Seller and their respective directors, officers, employees, and agents to be in compliance with, to the extent applicable, all Healthcare Laws. Each Seller, and, to Sellers' Knowledge, all of their respective directors, officers, employees, and, to the Sellers' Knowledge, agents are in compliance in all material respects with such Seller's compliance programs.

Section 4.22 Data Privacy and Security.

(a) Each Seller is in compliance in all material respects with applicable Information Privacy and Security Laws, contractual obligations and the Sellers' externally published written privacy policies, in each case relating to the collection, storage, use, disclosure and transfer of Personal Information collected or maintained by the Sellers. The execution, delivery and performance of this Agreement and the other Transaction Documents will not conflict in any material respect with any applicable Information Privacy and Security Law. When acting as a Business Associate (as defined by HIPAA), the Sellers have in effect agreements with each of their customers that are Covered Entities (as defined by HIPAA) or that are Business Associates that satisfy all of the requirements of HIPAA, and such agreements permit the Sellers to operate the business of the Sellers as they are presently conducted, and the Sellers are not in material breach of any such agreements.

(b) The Sellers each have commercially reasonable physical, technical, and administrative safeguards in place to protect Personal Information collected by them from and against unauthorized access, use or disclosure. The Sellers each have implemented reasonable backup and disaster recovery technology consistent with reasonable industry practices. Except as would not, individually or in the aggregate, have a Material Adverse Effect on the Business and the Purchased Assets, taken as a whole, the Sellers each have undertaken all material and necessary surveys, audits, inventories, reviews, analyses or assessments (including any material and necessary risk assessments and risk analyses) of all areas of their business and operations required by HIPAA.

(c) Since January 1, 2023, except as set forth in Section 4.22(c) of the Seller Disclosure Schedule, there have not been any material unauthorized uses or disclosures, security incidents or breaches involving the Sellers, their employees, or, to the Knowledge of the Sellers, any of their

agents, or contractors relating to any Personal Information maintained by or on behalf of the Sellers in their possession or control (a “**Security Incident**”), nor have the Sellers notified or been required by any applicable Information Privacy and Security Law to notify a Governmental Authority or affected individual in connection with any Security Incident.

(d) Since January 1, 2023, the Sellers have not received any written or, to the Sellers’ Knowledge oral, complaint or notice of investigation, including but not limited to inquiries or other communications from the Department of Health and Human Services Office for Civil Rights, any Person, entity, or Governmental Authority regarding the Sellers’ compliance with applicable Information Privacy and Security Laws.

Section 4.23 Customers and Suppliers.

(a) Section 4.23(a) of the Seller Disclosure Schedule sets forth with respect to the Business, a correct list of the top ten (10) customers, by revenue, of the Sellers (taken as a whole) as of the date hereof (collectively, the “**Material Customers**”). From the date of the most recent balance sheet included in the Financial Statements to the date hereof, except as set forth on Section 4.23(a) of the Seller Disclosure Schedule, and to the Sellers’ Knowledge, there has been no material adverse change in the business relationship of any of the Sellers with such Material Customers and none of the Material Customers has given any of the Sellers written or, to the Sellers’ Knowledge, oral notice that it will terminate, suspend or materially alter its relationship with the Sellers.

(b) Section 4.23(b) of the Seller Disclosure Schedule sets forth with respect to the Business, a correct list of the top ten (10) suppliers of the Sellers (taken as a whole) as of the date hereof (collectively, the “**Material Suppliers**”). From the date of the most recent balance sheet included in the Financial Statements to the date hereof, except as set forth on Section 4.23(b) of the Seller Disclosure Schedule, and to the Sellers’ Knowledge, there has been no material adverse change in the business relationship of any of the Sellers with such Material Suppliers and none of the Material Suppliers has given any of the Sellers written or, to the Sellers’ Knowledge, oral notice that it will terminate, suspend or materially alter its relationship with the Sellers.

Section 4.24 Affiliate Matters. Except (a) as set forth on Section 4.24 of the Seller Disclosure Schedule, (b) the Benefit Plans, and (c) Contracts relating to labor and employment matters set forth on Section 4.16(a) of the Seller Disclosure Schedule, to the Sellers’ Knowledge, there are no Contracts or other arrangements involving the Business in which any Related Party has a financial interest, or otherwise owns or leases any Purchased Asset.

Section 4.25 No Additional Representations and Warranties. Except for the express representations and warranties provided in this ARTICLE IV, no Seller, nor any of its or their respective former, current or future directors, officers, employees, equityholders, partners, members or other Representatives has made, or is making, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to the Business, any of the Purchased Assets or any of the Assumed Liabilities (including, but not limited to, any representation or warranty relating to financial condition, results of operations, assets or liabilities of any Seller or the Business) to Buyer or any of its Affiliates or its or their respective directors, officers, employees, equityholders, partners, members or other Representatives, and each Seller,

on behalf of itself and its Affiliates, hereby disclaims any such other representations or warranties and all Liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made, communicated or furnished (orally or in writing, including electronically) to Buyer or any of Buyer's Affiliates or Representatives, including omissions therefrom, and no such party shall be liable in respect of the accuracy or completeness of any information provided to Buyer or any of its Affiliates or its or their respective directors, officers, employees, equityholders, partners, members or other Representatives other than the express representations and warranties provided in this ARTICLE IV.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Buyer Disclosure Schedules, Buyer represents and warrants to Sellers that the statements contained in this ARTICLE V are true and correct as of the date hereof and shall be true and correct as of the Closing.

Section 5.01 Organization of Buyer. Buyer is a corporation duly organized, validly existing, and in good standing under the Laws of Delaware and Buyer has all requisite corporate power and authority to carry on its business as it is currently conducted and to own, lease and operate its properties where such properties are now owned, leased or operated. Buyer is duly qualified or licensed to do business and (where applicable) is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification, licensure or standing necessary, except in such jurisdictions where the failure to be so duly qualified, licensed or in good standing would not, individually or in the aggregate, have a Material Adverse Effect on Buyer.

Section 5.02 Authority of Buyer. Each of Buyer Parent and Buyer has all requisite corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is or will at the Closing be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by each of Buyer Parent and Buyer of this Agreement and such other Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of each of Buyer Parent and Buyer. This Agreement has been, and the other Transaction Documents to which it is or will at the Closing be a party will at the Closing be, duly executed and delivered by each of Buyer Parent and Buyer and constitutes, or will at the Closing constitute, a legal, valid and binding obligation of each of Buyer Parent and Buyer, enforceable against each of Buyer Parent and in accordance with its terms, subject to the Remedies Exception.

Section 5.03 No Conflicts; Consents. Neither the execution, delivery and performance of this Agreement or the other Transaction Documents to which it is or will at the Closing be a party by Buyer Parent or Buyer, nor the consummation by Buyer Parent or Buyer of the transactions contemplated hereby or thereby (a) conflicts with any provision of the Governing Documents of Buyer Parent or Buyer, (b) violates or result in a breach of any material agreement, contract, lease, license, instrument or other arrangement to which Buyer Parent, Buyer or any of their respective Subsidiaries is a party or by which any of their respective properties are bound or

(c) assuming receipt of the Consents described in Section 5.04, violates any Law to which Buyer Parent, Buyer or any of their respective Subsidiaries is subject, except, in the case of clauses (b) and (c), for such violations or breaches as would not, individually or in the aggregate, have a Material Adverse Effect on Buyer.

Section 5.04 Government Authorizations. No Consent of, with or to any Governmental Authority is required to be obtained or made by or with respect to Buyer or any of its Affiliates in connection with the execution, delivery and performance of this Agreement and the other Transaction Documents by Buyer or the consummation by Buyer of the transactions contemplated hereby and thereby, except for (a) as set forth on Section 5.04 of the Buyer Disclosure Schedule and (b) Consents not required to be made or given until after Closing.

Section 5.05 Sufficiency of Funds. Buyer has, and will at all times until the consummation of the Closing have, sufficient cash or other sources of immediately available funds to pay in cash the Purchase Price in accordance with the terms of ARTICLE II and for all other actions necessary for Buyer to consummate the transactions contemplated in this Agreement and the other Transaction Documents to which it is or will at the Closing be a party and perform its obligations hereunder and thereunder. Buyer acknowledges that receipt or availability of funds or financing by Buyer or any of its Affiliates shall not be a condition to any of Buyer's obligations hereunder. No funds to be paid to Seller have been derived from or will have been derived from, or constitute, either directly or indirectly, the proceeds of any criminal activity under the anti-money laundering Laws of the United States.

Section 5.06 Legal Proceedings. (a) There are no Actions pending or, to Buyer's Knowledge, threatened in law or in equity or before any Governmental Authority against Buyer or any of its Affiliates that would reasonably be expected to result in any Liability for Buyer that would, individually or in the aggregate, have a Material Adverse Effect on Buyer and (b) neither Buyer nor any of its Affiliates is subject to any Governmental Order which would, individually or in the aggregate, have a Material Adverse Effect on Buyer.

Section 5.07 Solvency. As of the Closing and immediately after consummating the transactions contemplated hereby (including any debt and equity financings being entered into in connection therewith), Buyer and its consolidated Subsidiaries, taken as a whole, will not (i) be insolvent (either because their financial condition is such that the sum of their debts and Liabilities is greater than the fair value of their assets or because the present fair salable value of its assets will be less than the amount required to pay their probable liability on their debts and Liabilities as they become absolute and matured), (ii) have unreasonably small capital with which to engage in their businesses or (iii) have incurred or plan to incur debts beyond their ability to repay such debts as they become absolute and matured. No transfer of property is being made by Buyer and no obligation is being incurred by Buyer in connection with the transactions contemplated hereby (including any debt and equity financings being entered into in connection therewith) with the intent to hinder, delay or defraud either present or future creditors of Buyer or any of their respective Subsidiaries.

Section 5.08 Brokers' Fees. Except as set forth on Section 5.08 of the Buyer Disclosure Schedules, no broker, finder or investment banker is entitled to any brokerage, finder's or other

fee or commission in connection with the transactions contemplated by this Agreement or any Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.09 Information.

(a) Buyer (either alone or together with its advisors) has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its purchase of the Purchased Assets and assumption of the Assumed Liabilities and is capable of bearing the economic risks of such purchase. Buyer's acceptance of the Purchased Assets and the Assumed Liabilities on the Closing Date shall be based upon its own investigation, examination and determination with respect thereto as to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except for the representations and warranties expressly set forth in ARTICLE IV.

(b) Buyer has relied solely on its own legal, tax and financial advisers for its evaluation of its investment decision to purchase the Purchased Assets, assume the Assumed Liabilities and to enter into this Agreement and not on the advice the any of the Sellers or any of their respective legal, tax or financial advisers. Buyer acknowledges that any financial projections that may have been provided to it are based on assumptions of future operating results based on assumptions about certain events (many of which are beyond the control of the Sellers). Buyer understands that no assurances or representations can be given that the actual results of the operations of the Business or Purchased Assets will conform to the projected results for any period. Buyer specifically acknowledges that no representation or warranty has been made, and that Buyer has not relied on any representation or warranty, as to the accuracy of any projections, estimates or budgets, future revenues, future results from operations, future cash flows, the future condition (whether financial or other) of any of the Sellers, or the Business or the Purchased Assets, or any other information or documents made available to Buyer, its Affiliates or its or their respective Representatives.

(c) Buyer, on behalf of itself and each of its Affiliates and its and their respective directors, officers, employees, equityholders, partners, members and other Representatives, acknowledges and agrees that (i) no Seller, nor any of their respective Affiliates, agents or other Representatives, nor any other Person, has made, or is making, any representation or warranty whatsoever, express or implied, beyond those expressly given by the Sellers in ARTICLE IV, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the Purchased Assets, (ii) none of Buyer, any of its Affiliates and any of its and their respective directors, officers, employees, equityholders, partners, members and other Representatives, has relied on or is relying on any representation, warranty or statement of any kind by any Seller, or any of their respective Affiliates, agents or other Representatives, or any other Person, beyond those expressly given by the Sellers in ARTICLE IV, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the Purchased Assets, and (iii) the Sellers and each of their respective Affiliates, agents and other Representatives have specifically disclaimed and do hereby specifically disclaim any such representations or warranties made by any Person, beyond those expressly given by the Sellers in ARTICLE IV.

ARTICLE VI COVENANTS

Section 6.01 Conduct of the Business Prior to the Closing. Except (w) as expressly contemplated by this Agreement or the Transaction Documents (or the Strata Purchase Agreement or the “Transaction Documents” thereunder), (x) as set forth in Section 6.01 of the Seller Disclosure Schedule, (y) with the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed), and (z) as required by applicable Law, Governmental Order, Permit, Governmental Authority or any Contract to which any Seller is a party, during the period from the date of this Agreement until the Closing or the earlier termination of this Agreement pursuant to Section 10.01, the Sellers shall (i) conduct the Business in the ordinary course of business and in compliance with all applicable Laws; and (ii) use commercially reasonable efforts to maintain and preserve intact the goodwill of those having business relationships with it (including by using commercially reasonable efforts to maintain the value of Purchased Assets and preserve its relationships with employees, customers, suppliers, distributors, strategic partners, licensors, licensees, regulators, landlords and others having business relationships with any of the Sellers) and retain the services of its present officers, directors and employees. Without limiting the generality of the foregoing, except (w) as expressly contemplated by this Agreement or the Transaction Documents (or the Strata Purchase Agreement or the “Transaction Documents” thereunder), (x) as set forth in Section 6.01 of the Seller Disclosure Schedule, (y) with the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed), and (z) as required by applicable Law, Governmental Order, Permit, Governmental Authority or any Contract to which any Seller is a party, during the period from the date of this Agreement until the Closing or the earlier termination of this Agreement pursuant to Section 10.01, none of the Sellers shall:

(a) sell, lease, transfer, divest or otherwise dispose of any of its properties or assets that are material to the Business, other than sales, leases, transfers, divestitures or dispositions in the ordinary course of business, of obsolete or unsalable inventory or equipment or of other properties or assets in an amount not to exceed \$50,000;

(b) acquire or agree to acquire in any manner (whether by merger or consolidation, the purchase of an equity interest in or a material portion of the assets of or otherwise) any business or any corporation, partnership, association or other business organization or division thereof other than the acquisition of inventory and equipment in the ordinary course of business;

(c) (i) other than with respect to any Benefit Plans, incur any Indebtedness for borrowed money in addition to any Indebtedness outstanding on the date hereof or any renewals or extensions thereof, except for (A) borrowings made in the ordinary course of business, (B) indebtedness that will be repaid, settled, cancelled or terminated prior to the Closing, and (C) refinancings of existing Indebtedness, which do not materially increase the outstanding principal amount of loans or commitments under the applicable existing Indebtedness, or (ii) assume or guarantee any Indebtedness for borrowed money of any other Person other than in the ordinary course of business with an aggregate principal amount not in excess of \$300,000;

(d) except in the ordinary course of business, permitted in accordance with the terms of any Benefit Plans, or in connection with annual enrollment or renewal of group health or welfare

plans or as required by Law: (i) materially increase the compensation payable or benefits provided to any employee of any of the Sellers; or (ii) establish, adopt, enter into or materially amend any material Benefit Plan; provided that, for the avoidance of doubt, the Sellers may, in connection with its ordinary course, increase base salaries in a manner consistent with its past practices;

(e) make any capital expenditure or enter into any Contract for a capital expenditure, individually or in the aggregate, in excess of the Sellers' existing capital expenditure budget;

(f) enter into or amend any Contract with any Related Party other than any Contract entered into in the ordinary course of business, on commercially reasonable terms established on an arm's-length basis, and relating to employment or the provision of goods or services;

(g) adopt a plan or agreement for or carry out any complete or partial liquidation, dissolution, restructuring, recapitalization, merger, consolidation or other reorganization other than as required by the provisions of the Transaction Documents;

(h) delay beyond normal payment terms payment of any accounts payable;

(i) initiate, settle, agree to settle, waive or compromise any Action where the amount in dispute exceeds \$200,000;

(j) materially accelerate or defer the purchase of fixtures, equipment, leasehold improvements, or other capital expenditures;

(k) except in connection with transfer to Dermatopathology Experts, LLC or any of its Subsidiaries of the employment of the employees (other than those identified in Section 6.01(k) of the Buyer Disclosure Schedule), hire, appoint or terminate any director or officer of the Business except as required by the terms of this Agreement or for "cause" (provided that to the extent that "cause" is defined in an applicable employment agreement, "cause" shall have the meaning set forth in such employment agreement with respect to such individual);

(l) (i) make, change or rescind any election relating to Taxes (including, for avoidance of doubt, any election pursuant to Treasury Regulation Section 301.7701-3(c)), (ii) settle or compromise any claim, controversy or action relating to Taxes, (iii) make any change to (or make a request to any Governmental Authority to change) any of its methods of Tax accounting, (iv) amend, refile or otherwise revise any previously filed Tax Return, (v) prepare any Tax Return in a manner inconsistent with past practices, (vi) consent to an extension or waiver of the statutory limitation period applicable to a claim or assessment in respect of Taxes, (vii) surrender any right to claim a refund, offset or other reduction in Tax liability, or (viii) enter into a Tax sharing agreement, in each case that would reasonably be expected to have an adverse impact on Buyer, the Purchased Assets or the operation of the Business; or

(m) agree to take any of the foregoing actions.

Nothing contained in this Agreement shall give Buyer, directly or indirectly, the right to control or direct any Seller's operations prior to the Closing Date. Prior to the Closing Date, each Seller shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its business, assets and operations.

Section 6.02 Confidentiality.

(a) The parties agree to hold confidential all Confidential Information (as such term is defined in the Confidentiality Agreement) confidential in accordance with the provisions of the Confidentiality Agreement which, notwithstanding anything contained herein or therein, shall remain in full force and effect following the execution of this Agreement and until the consummation of the Closing, and shall survive any termination of this Agreement in accordance with its terms.

(b) The Sellers acknowledges that the success of the Business after the Closing Date depends upon the preservation of the confidentiality of the Business Confidential Information (as hereinafter defined), that the preservation of the confidentiality of the Business Confidential Information is an essential premise of the bargain between the Parties and Buyer would be unwilling to enter into this Agreement in the absence of this Section 6.02(b). Accordingly, the Sellers shall and shall use their commercially reasonable efforts to cause its Affiliates and their respective Representatives to, keep confidential all documents and information involving or relating to the Business or the Purchased Assets (the “**Business Confidential Information**”), unless (a) compelled to disclose by competent judicial process so long as, to the extent permissible, reasonable prior notice of such disclosure is given to Buyer and a reasonable opportunity is afforded Buyer to contest the same at their own cost or (b) disclosed in an Action brought by a Party in pursuit of its rights or in the exercise of its remedies hereby. Business Confidential Information does not include any document or information which (i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Section 6.02(b) by the receiving party or its Representatives, (ii) was available to the receiving party or any of its Representatives on a non-confidential basis prior to its disclosure hereunder, (iii) becomes available to the receiving party or any of its Representatives on a non-confidential basis from a person not known by the receiving party or such Representative to be under an obligation not to transmit the information to the receiving party or such Representative or (iv) is independently developed by the receiving party or any of its Representatives without reference to any of the Business Confidential Information. Notwithstanding the foregoing, notice to Buyer shall not be required and disclosure shall be permitted where disclosure is made (A) in response to a request by a regulatory or self-regulatory authority, (B) in connection with a routine audit or examination by a bank examiner or auditor and such audit or examination does not reference the Business or this Agreement, (C) to the Sellers’ or any of their Affiliates’ respective Representatives or (D) by the Sellers or any of their respective Affiliates to prospective limited partners and investors in connection with their fundraising, marketing and reporting activities. The provisions of this Section 6.02(b) shall survive the Closing Date for three (3) years thereafter.

Section 6.03 Further Assurances.

(a) Subject to the terms and conditions of this Agreement and Law, the Parties shall, and shall cause their respective Affiliates and Representatives to, cooperate and use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under Law or otherwise to consummate and make effective the transactions contemplated by this Agreement as soon as practicable and to take such actions or do such things as the other Party may reasonably request in

order to cause any of the conditions to such other Party's obligation to consummate such transactions specified in ARTICLE VII, as applicable, to be fully satisfied.

(b) The Sellers and Buyer each agree that from time to time after the Closing Date, they shall execute and deliver or cause their respective Affiliates to execute and deliver such further instruments, and take (or cause their respective Affiliates to take) such other action, as may be reasonably necessary to carry out the purposes and intents of this Agreement and the other Transaction Documents.

Section 6.04 Public Announcements. Parent, Holdings, and the Sellers agree that no public release or announcement concerning the transactions contemplated hereby shall be issued or made by or on behalf of Parent, Holdings, and the Sellers without the prior written consent of Buyer, except (i) in accordance with this Section 6.04 and (ii) each of the Sellers may make announcements from time to time to their respective employees, customers, suppliers and other business relations or as required by the terms of this Agreement or the Strata Purchase Agreement. Parent, Holdings, and the Sellers agree to keep the terms of this Agreement confidential, except to the extent and to the Persons to whom disclosure is required by Law or for purposes of compliance with financial reporting obligations, in which case such Party will, allow the Buyer reasonable time to comment on such release or announcement in advance of such release or announcement and such Party will consider in good faith any such comments thereto by Buyer; provided that the Parent, Holdings, and the Sellers may disclose such terms to their respective employees, accountants, advisors and other representatives as necessary in connection with the ordinary conduct of their respective businesses (so long as such Persons agree to, or are bound by contract or professional or fiduciary obligations to, keep the terms of this Agreement confidential and so long as such Party shall be responsible to the other Party for breach of this Section 6.04 or such confidentiality obligations by the recipients of its disclosure). Buyer and Seller further acknowledge and agree that CCP may disclose such terms and the existence of this Agreement and the transactions contemplated hereby to its Affiliates in order that such Persons may provide information about the subject matter of this Agreement and the transactions contemplated hereby to their respective actual and prospective limited partners and investors in connection with their fundraising, marketing and reporting activities. Notwithstanding anything herein to the contrary: (i) Buyer shall be permitted to make any announcement and/or issue any press release concerning this Agreement, the Strata Purchase Agreement and the transactions contemplated hereby and thereby in its sole discretion; provided, however, that unless otherwise required under applicable law or reporting requirements, Buyer shall obtain CCP's approval (not to be unreasonably withheld, conditioned or delayed) before making any announcement or issuing a press release making reference to "Consonance" or any derivative thereof; and (ii) in the event Buyer makes a public announcement and/or issue any press release concerning this Agreement, the Strata Purchase Agreement and/or the transactions contemplated hereby that disparages CCP in a manner that could reasonably be deemed to have a material negative impact on its business or reputation CCP shall be entitled to respond publicly to such announcement and/or press release.

Section 6.05 Access to Information; Preservation of Records.

(a) Subject to the requirements of applicable Law, the Sellers shall afford to Buyer and Buyer's Representatives, from time to time prior to the earlier of (i) the Closing Date or (ii) the termination of the Agreement pursuant to Section 10.01, reasonable access during normal business

hours upon reasonable advance notice to the Business' facilities, books, records and reports (in each case, whether in physical or electronic form) as Buyer may reasonably request; provided, however, that any such access shall be conducted during normal business hours, under the supervision of the Sellers' personnel and in such a manner as not to unreasonably interfere with the normal operations of the Business; provided, further, that none of Buyer, or any of its Representatives shall conduct any environmental site assessment (including any Phase I environmental site assessment), compliance evaluation or investigation with respect to any property of the any of the Sellers without the prior written consent of Sellers' Representative (it being understood and agreed that Sellers' Representative may have no such authority, whether contractual or otherwise, to consent to such undertakings with respect to such property and, in the event Sellers' Representative consents to any such activity, Buyer and its Representatives shall in no event conduct any invasive or subsurface investigation or testing of any environmental media). None of Buyer, any of its Affiliates or any of their respective Representatives shall, prior to the Closing Date, contact any of the employees, customers, suppliers, distributors, contractors, lenders, agents or other Persons (or any of the Representatives of any of the foregoing) that have business relationships with the any of the Sellers or any Governmental Authority or Representatives thereof, in connection with this Agreement, whether in person or by telephone, mail or other means of communication, without the prior written consent of Sellers' Representative. Any access to the offices, properties, books and records of any of the Sellers shall be subject to the following additional limitations: (i) none of Buyer, any of its Affiliates or any of their respective Representatives shall damage any property or assets of the any of the Sellers or any portion thereof; and (ii) Buyer, its Affiliates, and their respective Representatives, as applicable, shall use their commercially reasonable efforts to perform all on-site reviews and all communications with any Person in an expeditious and efficient manner. Notwithstanding anything herein to the contrary, none of the Sellers shall be required to provide any access or information to Buyer, any of its Affiliates or any of their respective Representatives, (w) which any Seller is prohibited from providing to Buyer, its Affiliates or their respective Representatives by reason of applicable Law, (x) which constitutes or allows access to information protected by attorney-client or other privilege or protection, (y) which any Seller or any of its Affiliates are required to keep confidential or prevent access to by reason of any Contract with a third party or by reason of any fiduciary duty or which would otherwise expose any Seller or any of its Affiliates to Liability, or (z) without limiting any of the Parties' rights to discovery, which any Seller or any of its Affiliates reasonably believes should not be provided to Buyer, any of its Affiliates, or any of its or their respective Representatives in connection with any Action or threatened Action between or among Buyer, any of its Affiliates, or any of its or their respective Representatives, on the one hand, and any Seller or any of its Affiliates, on the other hand. Neither the auditors and independent accountants of any of the Sellers or any of their respective Affiliates shall be obligated to make any work papers available to Buyer, any of its Affiliates, or any of its or their respective Representatives unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or independent accountants. For the avoidance of doubt, any such work papers made available to Buyer, any of its Affiliates, or any of its or their respective Representatives who has signed a customary confidentiality agreement and hold harmless agreement shall be provided at no cost.

(b) From and after the Closing, Buyer and its Affiliates shall make, or cause to be made, available to Sellers' Representative (on behalf of the Sellers) all books, records, Tax Returns and

documents of or to the extent relating to the Business, any of the Purchased Assets or any of the Assumed Liabilities (and the assistance of employees responsible for such books, records and documents) during regular business hours as may be reasonably necessary for (i) investigating, settling, preparing for the defense or prosecution of, defending or prosecuting any Action (other than, without limiting any right to discovery, any Action between any Seller or any of its Affiliates, on the one hand, and Buyer and any of its Affiliates, on the other hand, with respect to this Agreement or the transactions contemplated hereby), (ii) preparing reports to equityholders and Governmental Authorities or (iii) such other purposes for which access to such documents is determined by any Seller to be reasonably necessary, including preparing and delivering any accounting or other statement provided for under this Agreement or otherwise, preparing and filing Tax Returns (and any related work papers) of any Seller or responding to, participating in or disputing any Tax audit or other proceeding with respect to Taxes of any Seller or its direct or indirect owners, or the determination of any matter relating to the rights and obligations of any Seller or any of their respective Affiliates under any Transaction Documents; provided, however, that access to such books, records, documents and employees shall not unduly interfere with the normal operations of Buyer and its Affiliates and the reasonable out-of-pocket expenses of Buyer and its Affiliates incurred in connection therewith shall be paid such Seller. Buyer shall maintain and preserve all such Tax Returns, books, records and other documents for the greater of (A) ten (10) years after the Closing Date and (B) any applicable statutory or regulatory retention period, as the same may be extended and, in each case, if at the end of any such period Buyer proposes to destroy or dispose of any such Tax Returns, books, records and other documents, Buyer will first offer in writing to surrender, or cause the surrender of, any such Tax Returns, books, records and other documents to the Sellers' Representative (at the Sellers' expense).

(c) For a period of seven (7) years after the Closing Date, the Sellers shall make or cause to be made available to Buyer all books, records and documents of the Sellers relating to the Purchased Assets and the Assumed Liabilities (and the assistance of employees responsible for such books, records and documents) during regular business hours for the same purposes, to the extent applicable, as set forth in Section 6.05(a); provided, however, that access to such books, records, documents and employees shall not unduly interfere with the normal operations of any Seller and the reasonable out-of-pocket expenses of any Seller incurred in connection therewith shall be paid by Buyer.

Section 6.06 Tax Matters.

(a) For purposes of this Agreement, in the case of any Taxes imposed with respect to a Straddle Period, the portion of such Tax that is allocable to the portion of the Straddle Period ending on the Closing Date shall be deemed to equal (i) in the case of Property Taxes, the amount of such Taxes for the entire Straddle Period, multiplied by a fraction the numerator of which is the number of days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the total number of days in the Straddle Period, and (ii) in the case of any other Taxes, the amount of Taxes that would be payable based on an interim closing of the books as of the end of the day on the Closing Date; provided that exemption, allowances or deductions that are calculated on an annual basis (such as depreciation) shall be apportioned on a pro rata basis.

(b) From and after the Closing Date, without Sellers' Representative's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), none of Buyer, any of its Affiliates or any Representatives thereof, shall (i) amend or approve or consent to the amendment of any Tax Return for a Pre-Closing Tax Period with respect to the Purchased Assets or operations of the Business, (ii) enter into a voluntary disclosure or similar agreement with respect to any of the Sellers with a Tax authority with respect to a Pre-Closing Tax Period with respect to the Purchased Assets or operations of the Business or (iii) make, change, approve or consent to any Tax election with respect to any Seller for a Pre-Closing Tax Period with respect to the Purchased Assets or operations of the Business, in each case, to the extent such action would materially reduce the Purchase Price or trigger a Tax for the Seller Entities.

(c) Any Tax refunds, credits and similar benefits of Taxes of or with respect to any of the Purchased Assets for a Pre-Closing Tax Period that are set forth on Section 6.06(c) of the Seller Disclosure Schedule (collectively, "**Tax Refunds**") shall be for the account of the applicable Seller to the extent such Tax Refund was not (i) included as an asset (or an offset to a liability) in Adjusted Working Capital, each as finally determined, or (ii) a result of the carryback of a Tax attributable to a taxable period (or portion thereof) beginning after the Closing. To the extent such Tax Refunds are actually received by Buyer or any of its Affiliates, Buyer shall pay, or cause to be paid, to the applicable Seller promptly after receipt of any Tax Refund an amount equal to such Tax Refund (plus any interest received from a Governmental Authority), net of any reasonable and documented out-of-pocket expenses, including Taxes, incurred by Buyer or an Affiliate as a result of receiving such Tax Refund. If all or any portion of any Tax Refund previously paid to a Seller pursuant to this Section 6.06(c) is required to be repaid to a Governmental Authority or is subsequently disallowed by a Governmental Authority, the applicable Seller shall be required to promptly repay Buyer the amount of such Tax Refund required to be repaid to such Governmental Authority or subsequently disallowed by such Governmental Authority (but in any event, not exceeding the amount of such Tax Refund that was previously paid by Buyer to such Seller pursuant to this Section 6.06(c)). Any such Tax Refund paid by Buyer pursuant to this Section 6.06(c) shall be treated as additional Purchase Price paid by Buyer for all Tax and other purposes and shall be treated as such by all Parties on their Tax Returns, to the extent permitted by applicable Law. For the avoidance of doubt, Buyer shall not be required to amend any Tax Return for a Pre-Closing Tax Period in order to obtain a Tax Refund payable pursuant to this Section 6.06(c).

(d) Buyer and Seller shall reasonably cooperate, as and to the extent reasonably requested by any other Party, in connection with the filing of Tax Returns and any Action, audit, litigation, or other proceeding with respect to Taxes by taking such actions as, but limited to, (i) assisting any other Party hereto in preparing and filing any Tax Returns relating to the Sellers that such other Party is responsible for preparing and filing; (ii) cooperating in preparing for any Action with respect to Taxes with respect to the Sellers, or any dispute with any Governmental Authority and any liability for Taxes, in each case with respect to the Sellers; (iii) cooperating in connection with the preparation of financial statements or other documents to be filed with any Governmental Authority, in each case with respect to the Sellers; and (iv) making available to the other Parties, and to any Governmental Authority, as reasonably requested all information, records and documents relating to Taxes relating to the Sellers (at the cost and expense of the requesting Party). For the avoidance of doubt, the cooperation noted in this Section 6.06(d) shall include, to the extent reasonably requested, the retention and (upon the other Party's reasonable request) the provision of records and information which are reasonably relevant to any such audit, litigation or other

Action and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided pursuant to this Section 6.06(d).

Section 6.07 Termination of Affiliate Contracts. On or prior to the Closing Date, the Sellers have caused the Affiliate Contracts listed on Section 6.07 of the Buyer Disclosure Schedule to be terminated without any further force or effect from and after the Closing.

Section 6.08 R&W Insurance Policy. In the event Buyer or any of its Affiliates has elected or in the future elects to obtain a representations and warranties insurance policy in respect of the representations and warranties contained in this Agreement, the Strata Purchase Agreement or in any certificate or other instrument contemplated by or delivered in connection with this Agreement or the Strata Purchase Agreement (such policy, the “**R&W Insurance Policy**”), (a) all costs and expenses related to such R&W Insurance Policy shall be borne solely by Buyer or such Affiliate; provided that the cost of the premium for the R&W Insurance Policy, together with all Taxes and application, underwriting or similar fees or expenses in connection with such R&W Insurance Policy, shall be paid fifty percent (50%) by the Sellers (as an Outstanding Seller Transaction Expense) and by the “Seller” (as defined in the Strata Purchase Agreement) (as an “Outstanding Seller Transaction Expense” thereunder) in the aggregate, on the one hand, and fifty percent (50%) by Buyer, on the other hand; provided, further, that in no event shall the Sellers’ and the “Seller” (as defined in the Strata Purchase Agreement) aggregate share of fees or expenses in connection with such R&W Insurance Policy exceed \$142,500.00, (b) such R&W Insurance Policy shall not provide for any “seller retention” (as such phrase is commonly used in the R&W Insurance Policy industry), (c) Buyer shall provide the Sellers’ Representative and its Representatives a reasonable opportunity to review the R&W Insurance Policy and provide reasonable comments in advance of binding coverage, (d) such R&W Insurance Policy shall expressly waive any claims of subrogation (except in the case of Damages resulting from Fraud with respect to the making of the representations and warranties contained in ARTICLE IV of this Agreement (in each case, as qualified by the Seller Disclosure Schedule)) against any of the Sellers, (e) the Sellers shall be intended third party beneficiaries of the R&W Insurance Policy, (f) none of Buyer or any of its Affiliates shall amend, waive, modify or otherwise revise the R&W Insurance Policy in any manner inconsistent with the foregoing, and (g) the Sellers shall reasonably cooperate with Buyer’s efforts and provide assistance as reasonably requested by Buyer to obtain and bind the R&W Insurance Policy.

Section 6.09 Regulatory Consents; Regulatory Filings.

(a) As promptly as reasonably practicable after the Effective Date, each of the Parties, shall, and shall cause their respective Affiliates to, provide any required notices to, and make any other required filings with, all Governmental Authorities required to consummate the transactions contemplated by this Agreement. Subject to applicable Law, upon request of any such Governmental Authorities, each Party shall, and shall cause its Affiliates to, promptly provide such Governmental Authority with any additional information and documentary material that may reasonably be requested by such Governmental Authority in connection with the transaction contemplated by this Agreement. The Parties shall, and shall cause their respective Affiliates to, request expedited treatment of any such filings, promptly make any appropriate or necessary subsequent or supplemental filings, and cooperate with one another in the preparation of such filings in such manner as is reasonably necessary and appropriate.

(b) The Sellers shall promptly furnish to Buyer, and Buyer shall promptly furnish to the Sellers, all information required to be included in any application or other filing to be made pursuant to the rules and regulations of any Governmental Authority in connection with the applications or other filings to be made by the other party as contemplated by this Agreement. Each party, in a manner that protects attorney-client or attorney work product privilege, will (i) promptly notify the other party of any written communication to that party from any Governmental Authority (in each case, solely with respect to the transactions contemplated by this Agreement) and, subject to applicable Law, permit the other party to review in advance any proposed written communication to any such Governmental Authority and consider for inclusion in good faith the other party's reasonable comments, (ii) not agree to participate in any substantive meeting or discussion with any such Governmental Authority in respect of any filing, investigation or inquiry concerning the transactions contemplated by this Agreement unless, to the extent permitted by such Governmental Authority, it consults with the other party in advance and gives the other party the opportunity to attend, and (iii) furnish the other party with copies of all correspondence, filings and written communications between them and their Affiliates and their respective representatives on one hand, and any such Governmental Authority or its respective staff on the other hand, in connection with the transactions contemplated by this Agreement, except, in the case of subsections (i) or (iii), that any materials concerning Buyer's valuation of the Business, the Purchased Assets and the Assumed Liabilities, the Sellers' evaluation of the transaction, personal (including financial) information, internal financial information or competitively sensitive information may be redacted.

(c) The Sellers and Buyer shall, and shall cause their respective Affiliates to, promptly take, in order to consummate the transactions contemplated by this Agreement as promptly as practicable, all actions necessary to obtain, prior to the Closing Date, all Consents of, or other permission or action by, and to give all notices to and make all filings with and applications and submissions to, Governmental Authorities or other Persons as are necessary for consummation of the transactions contemplated by this Agreement. Buyer shall, and shall cause its Affiliates to, respond to and seek to resolve as promptly as reasonably practicable any objections asserted by any Governmental Authority with respect to the transactions contemplated by this Agreement or the other Transaction Documents.

Section 6.10 No Solicitation of Other Bids.

(a) From the date of this Agreement until the Closing or the earlier termination of this Agreement pursuant to Section 10.01, Sellers shall not, and shall not authorize or permit any of their Affiliates or any of its or their Representatives to, directly or indirectly, (i) solicit, initiate, facilitate, knowingly encourage or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Sellers shall immediately cease and cause to be terminated, and shall cause their Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons (other than Buyers, its Affiliates and their respective Representatives) conducted heretofore with respect to, or that could reasonably be expected to lead to, an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" shall mean any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) concerning (i) a merger, consolidation, liquidation, recapitalization,

share exchange or other business combination transaction involving the Business; or (ii) the sale, lease, exchange or other disposition of any significant portion of any of the Sellers' properties or assets.

(b) In addition to the other obligations under this Section 6.10, Sellers shall promptly (and in any event within two (2) Business Days after receipt thereof by any Seller or its Representatives) advise Buyer orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal.

(c) Sellers agree that the rights and remedies for noncompliance with this Section 6.10 shall include having such provision specifically enforced by any court having equity jurisdiction in accordance with Section 8.01, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyer and that money damages would not provide an adequate remedy to Buyer.

Section 6.11 Non-Solicitation.

(a) For a period of three (3) years commencing on the Closing Date (the “**Restricted Period**”), Sellers shall not, and shall not permit any of their Affiliates to, directly or indirectly, hire or solicit any employee of the Business or encourage any such employee to leave such employment or hire any such employee, except (i) pursuant to a general solicitation such as newspaper advertisements or job fairs, or recruitment efforts by a recruiting agency, in each case which is not directed specifically to any such employees, (ii) the solicitation of any such individual who approaches a Seller or any of its Affiliates on such individual's own initiative, or (iii) the hiring, employment or engagement of any such individual who is solicited under clauses (i), (ii) or (iii) above; provided that nothing in this Section 6.11(a) shall prevent any Seller or any of its Affiliates from hiring any employee whose employment has been terminated with Buyer or its applicable Affiliate.

(b) The Sellers acknowledge that a breach or threatened breach of this Section 6.11 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by any Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(c) The Sellers acknowledge that the restrictions contained in this Section 6.11 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 6.11 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law. The covenants contained in this Section 6.11 and each provision hereof are severable and distinct covenants and

provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 6.12 Delivery of Data Room Materials. Within five (5) Business Days following the Closing Date, Sellers' Representative shall deliver (or cause to be delivered) to Buyer two (2) USB flash drives containing a copy of all documents that were posted to the electronic data room maintained by or on behalf of the Sellers as such data room existed as of the Closing Date.

Section 6.13 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

Section 6.14 Transfer Taxes. Notwithstanding anything herein to the contrary, any Transfer Taxes imposed as a result of the transactions contemplated by this Agreement shall be borne fifty percent (50%) by Buyer, on the one hand, and fifty percent (50%) by Sellers, on the other hand; provided that any Transfer Taxes included in Outstanding Seller Transaction Expenses shall be treated as having already been borne by Sellers. Buyer shall be responsible for preparing and filing any necessary Tax Returns with respect to such Transfer Taxes and shall provide a draft to Sellers' Representative of any such Tax Return prior to filing, for Sellers' Representative's review and approval (not to be unreasonably withheld, conditioned or delayed). The parties will reasonably cooperate in the preparation and filing of any Tax Returns or other documentation and payment in connection with any Transfer Taxes subject to this Section 6.14, including joining in the execution of any such Tax Returns and other documentation to the extent required by Law.

Section 6.15 Retained Accounts Receivable. From and after the Closing, Buyer shall, and shall cause its Affiliates to, use its commercially reasonable efforts to collect and obtain any and all accounts receivable of the Business accrued as of the Closing (the "**Retained Accounts Receivable**"), including by taking actions reasonably requested by Sellers' Representative in connection therewith, and direct such collections to the account or accounts as designated in writing by Seller's Representative and, if received directly by Buyer, Buyer shall pay, or cause to be paid, to the account or accounts as designated in writing by the Sellers's Representative, within five (5) Business Days after receipt of any portion of the Retained Accounts Receivable an amount equal to such portion of the Retained Accounts Receivable. Any such Retained Accounts Receivable paid by Buyer pursuant to this Section 6.15 shall be treated as additional Purchase Price paid by Buyer for all Tax and other purposes and shall be treated as such by all Parties on their Tax Returns, to the extent permitted by applicable Law.

Section 6.16 Financial Statements. In the event that the Closing has not occurred on or before March 31, 2026, Seller shall deliver to Buyer the audited financial statements of Holdings and its Subsidiaries for the year ended December 31, 2025 (the "**2025 Audited Financial Statements**"). In connection with the delivery of the 2025 Audited Financial Statements, Buyer shall pay the lesser of (i) fifty percent (50%) of all costs and expenses related to the preparation of the 2025 Audited Financial Statements, and (ii) \$50,000.00.

Section 6.17 Third Party Consents; Support Obligations.

(a) The Parties shall use their commercially reasonable efforts to obtain, as promptly as practicable after the date hereof and in any event prior to the Closing, the consent, approval and waiver, as applicable, of all Persons (other than any Governmental Authority) required in connection with the consummation of the transaction contemplated hereby, including those pursuant to any Contract or Real Property Lease of any of the Sellers; provided that (i) in no event shall any of the Sellers or any of their respective Affiliates be required to provide any monetary payment or other benefit to secure any such consent and (ii) no event shall Buyer or any of its Affiliates be required to provide any material monetary payment or other material benefit to secure any such consent. Buyer and the Sellers shall each provide each other with drafts of any such consent, approval or waiver reasonably in advance of the execution and delivery thereof, and Buyer and Sellers shall each provide each other with a reasonable opportunity to review and comment thereon, which comments Buyer shall consider in good faith. Buyer and the Sellers shall reasonably cooperate with each other to obtain each such consent, approval and waiver, as applicable.

(b) Without limiting the generality of Section 6.17(a), Buyer shall, as promptly as practicable after the date hereof and in any event prior to the Closing, replace, or cause to be replaced, effective as of the Closing, the letter of credit outstanding under the Credit Agreement (the “**Letter of Credit**”), and effect a full release of each Seller and its Affiliates (other than Dermatopathology Experts, LLC and its Subsidiaries) and their sureties and letter of credit issuers therefrom. To the extent the Letter of Credit is not replaced and Sellers and their respective Affiliates (other than Dermatopathology Experts, LLC and its Subsidiaries), and their sureties and letter of credit issuers, are not fully released therefrom at or prior to Closing in accordance with this Section 6.17: (i) Buyer shall continue to use commercially reasonable efforts to promptly replace, or cause to be replaced the Letter of Credit and effect a full release of the Sellers and their respective Affiliates (other than Dermatopathology Experts, LLC and its Subsidiaries) and their sureties and letter of credit issuers therefrom, and (ii) if the Letter of Credit is drawn upon or called after the Closing, Buyer shall promptly reimburse BPA Holdings to the extent the Letter of Credit is drawn upon or called and either (x) any of Sellers or any of their respective Affiliates makes any payment or is obligated to reimburse the party issuing the Letter of Credit for the applicable drawn or called amount (including any related fees, penalties or interest that may be incurred in connection with the drawing or calling of the Letter of Credit) or (y) any cash collateralizing the Letter of Credit is reduced. Furthermore, during the period beginning on the Closing Date and ending on the date on which Sellers and their respective Affiliates (other than Dermatopathology Experts, LLC and its Subsidiaries), and their sureties and letter of credit issuers, no longer directly or indirectly retain, remain liable for or have any credit exposure with respect to the Letter of Credit, Buyer shall reimburse to Sellers and their respective Affiliates (other than Dermatopathology Experts, LLC and its Subsidiaries), on a monthly basis (promptly following the end of each month), the interest on the aggregate outstanding amount of the Letter of Credit that any such Seller or any of its Affiliates directly or indirectly incur, at a rate equal to the interest rate that any such Seller or any such Affiliate, as applicable, is responsible to pay with respect to the Letter of Credit (if any). Sellers shall reasonably cooperate with Buyer in Buyer’s efforts to replace, or cause to be replaced the Letter of Credit and effect a full release of the Sellers and their respective Affiliates (other than Dermatopathology Experts, LLC and its Subsidiaries) and their sureties and letter of credit issuers therefrom. For the avoidance of doubt, any cash collateralizing

the Letter of Credit shall be for solely the benefit of BPA Holdings and, in the event that for any reason Buyer or any of its Affiliates (including, after the Closing, Dermatopathology Experts, LLC or any of its Subsidiaries) receives any such cash, Buyer shall or shall cause such Affiliate, as applicable, to promptly pay to BPA Holdings such cash within five (5) Business Days after receipt thereof.

Section 6.18 Section 280G. No later than five (5) days prior to the Closing Date, the Sellers will seek Stockholder approval, in accordance with the requirements of Section 280G(b)(5)(B) of the Code and the regulations thereunder, of all payments or benefits to or with respect to each disqualified individual (as defined in Section 280G(c) of the Code and regulations thereunder) that, in the absence of such Stockholder approval, could reasonably be expected to, separately or in the aggregate, constitute “parachute payments” within the meaning of Section 280G of the Code and the regulations thereunder (“**Section 280G Payments**”). Prior to the Closing Date, the Sellers will solicit written waivers from each such disqualified individual of all payments or benefits payable to such disqualified individual that, in the absence of the aforementioned Stockholder approval would constitute Section 280G Payments; provided that, for the avoidance of doubt, that a failure to secure a waive shall not, in and of itself, constitute a breach of this Section 6.18. The Parties agree acknowledge that this Section 6.18 shall not apply to any agreement, contract, arrangement or plan entered into by and between Buyer or any of its Affiliates and a Business Employee (collectively, the “**Buyer Arrangements**”), unless (x) such Buyer Arrangement is disclosed (with such disclosure to include a description and value) to the Sellers no less than ten (10) days prior to the Closing, or (y) to the extent Buyer provides misinformation or Buyer’s omission of information has resulted in misinformation with respect to the Buyer Arrangements, such that disclosure under this Section 6.18 does not satisfy the adequate disclosure and approval requirements of Section 280G of the Code, then compliance with this Section 6.18 shall be determined as if such Buyer Arrangement had not been entered into.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver in writing by Buyer) of the following conditions at or prior to the Closing:

(a) (i) Other than the representations and warranties of the Sellers contained in Section 4.01(a), Section 4.02 and Section 4.18 (the “**Seller Fundamental Representations**”) and the representations and warranties of the Sellers contained in Section 4.07(y)(iii), the representations and warranties of the Sellers contained in this Agreement and any certificate delivered pursuant hereto (disregarding all qualifications contained herein relating to materiality or Material Adverse Effect) shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure of such representations and warranties to be true and correct in all respects would not have a Material Adverse Effect; (ii) the Seller Fundamental Representations shall be true and correct in all but de minimis respects on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that

address matters only as of a specified date, the accuracy of which shall be determined as of that specified date); and (iii) the representations and warranties of the Sellers contained in Section 4.07(y)(iii) shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date);

(b) the Sellers will have performed in all material respects all of the covenants and agreements under this Agreement that are required to be performed by them at or prior to the Closing;

(c) since the date of this Agreement, no Material Adverse Effect with respect to the Business, any Purchased Assets or any Assumed Liabilities shall have occurred and be continuing;

(d) (i) no judgment, decree or order shall have been entered and not withdrawn by a Governmental Authority that would prevent the consummation of the Closing, declare unlawful the Closing or cause the Closing to be rescinded, and (ii) no Law shall be in effect which would prevent or prohibit the Closing;

(e) the regulatory requirements set forth on Section 7.01(e) of the Buyer Disclosure Schedule shall have been satisfied and all applicable waiting periods thereof shall have been terminated;

(f) the “Closing” contemplated by and as defined in the Strata Purchase Agreement, and the “Closing” contemplated by and as defined in the Tripoint Purchase Agreement shall have been, or shall be concurrently with the Closing hereunder, consummated in accordance with its terms; and

(g) the Sellers’ Representative shall have delivered, or caused to be delivered, to Buyer the deliverables contemplated by Section 3.02(a).

Section 7.02 Conditions to Seller’s Obligations. The obligation of the Sellers to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver in writing by Sellers’ Representative) of the following conditions at or prior to the Closing:

(a) (i) Other than the representations and warranties of Buyer contained in Section 5.01, Section 5.02, and Section 5.08 (the “**Buyer Fundamental Representations**”), the representations and warranties of Buyer contained in this Agreement and any certificate delivered pursuant hereto (disregarding all qualifications contained herein relating to materiality or Material Adverse Effect) shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure of such representations and warranties to be true and correct in all respects would not have a Material Adverse Effect; and (ii) the Buyer Fundamental Representations shall be true and correct in all respects but de minimis respects on and as of the Effective Date and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and

warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date);

(b) Buyer will have performed in all material respects all of the covenants and agreements under this Agreement that are required to be performed by it at or prior to the Closing;

(c) (i) no judgment, decree or order shall have been entered and not withdrawn by a Governmental Authority that would prevent the consummation of the Closing, declare unlawful the Closing or cause the Closing to be rescinded, and (i) no Law shall be in effect which would prevent or prohibit the Closing;

(d) the regulatory requirements set forth on Section 7.01(e) of the Buyer Disclosure Schedule shall have been satisfied and all applicable waiting periods thereof shall have been terminated;

(e) the “Closing” contemplated by and as defined in the Strata Purchase Agreement, and the “Closing” contemplated by and as defined in the Tripoint Purchase Agreement, shall have been, or shall be concurrently with the Closing hereunder, consummated in accordance with its terms; and

(f) Buyer shall have delivered, or caused to be delivered, to the Sellers’ Representative the deliverables contemplated by Section 3.02(b).

ARTICLE VIII SPECIFIC PERFORMANCE; RELEASE

Section 8.01 Specific Performance.

(a) Notwithstanding anything in this Agreement to the contrary, (i) each Party recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement shall cause the other Party to sustain irreparable harm for which it would not have an adequate remedy at law, and therefore in the event of any such breach or threatened breach the aggrieved Party shall, without the posting of bond or other security (any requirement for which the Parties hereby waive) and without proof of damages or the necessity of demonstrating the inadequacy of monetary damages, be entitled to the remedy of specific performance of such covenants and agreements, including injunctive and other equitable relief, in addition to any other remedy to which it might be entitled (which shall be cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity), (ii) a Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, and (iii) in the event that any Action is brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense or counterclaim, that there is an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity. Without limiting the foregoing, the Parties acknowledge that the exercise by a Party of any one remedy conferred hereunder, by law or equity will not preclude the exercise of any other remedy.

(b) The Parties hereby further acknowledge and agree that (i) Sellers shall be entitled, in addition to any other remedy to which it might be entitled (which shall be cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity), to specific performance

to enforce specifically the terms and provisions of, and to prevent or cure breaches of, this Agreement by Buyer and (ii) the right of specific enforcement is an integral part of the transactions contemplated hereby and without that right, neither Sellers nor Sellers' Representative would have entered into this Agreement.

Section 8.02 Waiver and Release.

(a) Effective as of the Closing, Buyer, for itself and each of its Affiliates and its and their respective former, current or future directors, officers, employees, general or limited partners, managers, members, direct or indirect equityholders, controlling persons, Affiliates, attorneys, assignees, agents, representatives or representatives of any of the foregoing, or any former, current or future estates, heirs, executors, administrators, trustees, successors or assigns of any of the foregoing (each, a **"Buyer Releasor"**), hereby irrevocably, knowingly and voluntarily releases, discharges and forever waives and relinquishes all claims, demands, obligations, Liabilities, defenses, affirmative defenses, setoffs, counterclaims, Actions and causes of action of whatever kind or nature, whether known or unknown, which any Buyer Releasor has, may have, or might have or may assert now or in the future, against any of the Sellers or any of their respective Affiliates or any of its or their respective former, current and future directors, officers, employees, general and limited partners, managers, members, direct and indirect equityholders, controlling persons, affiliates, attorneys, assignees, agents, representatives and representatives of any of the foregoing, and any and all former, current and future estates, heirs, executors, administrators, trustees, successors and assigns of any of the foregoing (each, but excluding any employee of the Business, a **"Buyer Releasee"**) arising out of, based upon or resulting from any Contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed or was taken or permitted at or prior to the Closing to the extent relating to the Sellers, the ownership of the Purchased Assets or the Assumed Liabilities, the operation, management, use or control of the Purchased Assets, the Assumed Liabilities or the Business or the transactions contemplated by this Agreement and the other Transaction Documents; provided, however, that nothing contained in this Section 8.02(a) shall release, waive, discharge, relinquish or otherwise affect the rights or obligations of any Person under this Agreement, any other Transaction Document, any Affiliate Contract (other than those listed on Section 6.07 of the Buyer Disclosure Schedule), the Strata Purchase Agreement (or any "Transaction Document" thereunder) or the Tripoint Purchase Agreement. Each Buyer Releasee to whom this Section 8.02 applies shall be a third party beneficiary of this Section 8.02.

(b) Effective as of the Closing, each of the Sellers, for themselves and each of their respective Affiliates and its and their respective former, current or future directors, officers, employees, general or limited partners, managers, members, direct or indirect equityholders, controlling persons, Affiliates, attorneys, assignees, agents, representatives or representatives of any of the foregoing, or any former, current or future estates, heirs, executors, administrators, trustees, successors or assigns of any of the foregoing (each, a **"Seller Releasor"** and, together with the Buyer Releasors, each, a **"Releasor"**), hereby irrevocably, knowingly and voluntarily releases, discharges and forever waives and relinquishes all claims, demands, obligations, Liabilities, defenses, affirmative defenses, setoffs, counterclaims, Actions and causes of action of whatever kind or nature, whether known or unknown, which any Seller Releasor has, may have, or might have or may assert now or in the future, against Buyer or any of its Affiliates or any of its or their respective former, current and future directors, officers, employees, general and limited

partners, managers, members, direct and indirect equityholders, controlling persons, affiliates, attorneys, assignees, agents, representatives and representatives of any of the foregoing, and any and all former, current and future estates, heirs, executors, administrators, trustees, successors and assigns of any of the foregoing (each, a “**Seller Releasee**” and, together with the Buyer Releasees, each, a “**Releasee**”) arising out of, based upon or resulting from any Contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed or was taken or permitted at or prior to the Closing to the extent relating to any of the Purchased Assets, the Business or the transactions contemplated by this Agreement and the other Transaction Documents; provided, however, that nothing contained in this Section 8.02(b) shall release, waive, discharge, relinquish or otherwise affect the rights or obligations of any Person under this Agreement, any other Transaction Document, the Strata Purchase Agreement (or any “Transaction Document” thereunder) or the Tripoint Purchase Agreement. Each Seller Releasee to whom this Section 8.02 applies shall be a third-party beneficiary of this Section 8.02.

(c) each of the Sellers, for themselves and on behalf of the other Seller Releasors, and Buyer, for itself and on behalf of the other Buyer Releasors, hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any applicable Releasees, based upon any matter purported to be released hereby.

(d) Without in any way limiting any of the rights and remedies otherwise available to any Releasees, each of the Sellers, for themselves and on behalf of the other Seller Releasors, and Buyer, for itself and on behalf of the other Buyer Releasors, shall indemnify and hold harmless each of the applicable Releasees from and against any Liabilities or expense (including costs of investigation and defense and reasonable attorney’s fees) whether or not involving third party claims, arising directly or indirectly from or in connection with (i) the assertion by or on behalf of the Sellers or Buyer or any other Releasor of any Liability or other matter purported to be released pursuant to this Section 8.02 or (ii) the assertion by any third party of any claim or demand against any applicable Releasee which claim or demand arises directly or indirectly from, or in connection with, any assertion by or on behalf of Sellers, Buyer or any other Releasors against such third party of any Liabilities or other matters purported to be released pursuant to this Section 8.02.

(e) Without limiting the foregoing, each of the Sellers, for themselves and on behalf of the other Seller Releasors, and Buyer, for itself and on behalf of the other Buyer Releasors, expressly waives and releases any and all rights and benefits under Section 1542 of the California Civil Code (or any analogous law of any other state), which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

ARTICLE IX NO SURVIVAL

Section 9.01 No Survival. None of the representations, warranties, covenants and other agreements in this Agreement or any certificates delivered pursuant to this Agreement shall survive the Closing, except for such covenants and agreements contained herein which by their terms expressly apply in whole or in part after the Closing and then only in accordance with their respective terms. Without limiting the generality of the foregoing, the Parties hereby acknowledge that:

(a) the provisions of and the limitations of remedies provided in Section 8.02 and this ARTICLE IX were specifically bargained for between the Parties and were taken into account by the Parties in arriving at the Purchase Price;

(b) the Parties have voluntarily agreed to define their rights, liabilities and obligations respecting the transactions contemplated hereby exclusively in contract pursuant to the express terms and provisions of this Agreement and the other Transaction Documents;

(c) this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations and the Parties specifically acknowledge that no Party has any special relationship with another Party that would justify any expectation beyond that of an ordinary buyer and an ordinary seller in an arm's-length transaction;

(d) Buyer hereby waives any statutory and common law remedies, including remedies that may be available under Environmental Laws, with respect to matters relating to the transactions contemplated hereby; and

(e) after the Closing, neither Buyer, nor any of its Subsidiaries or Affiliates may seek the rescission of the transactions contemplated hereby; and

Notwithstanding the foregoing, nothing in this ARTICLE IX nor any other provision of this Agreement shall limit any claims for Fraud.

ARTICLE X TERMINATION

Section 10.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Sellers' Representative and Buyer;

(b) by Buyer, if there has been a violation or breach by Sellers of any covenant, representation or warranty contained in this Agreement which has prevented the satisfaction of any condition to the obligations of Buyer as set forth in Section 7.01 at the Closing and such violation or breach has not been waived by Buyer or cured, if of a character that is capable of being cured, by Sellers within thirty (30) days after written notice thereof by the Buyer to the Sellers; provided that Buyer shall not be permitted to terminate this Agreement if Buyer is then in breach of any of its representations, warranties, covenants or other agreements contained herein and such

breach would result in the failure to satisfy one or more of the conditions to the Closing set forth in Section 7.02 (or contained in the Strata Purchase Agreement and such breach would result in the failure to satisfy one or more of the conditions to the Closing set forth therein);

(c) by Sellers' Representative, if there has been a violation or breach by Buyer of any covenant, representation or warranty contained in this Agreement which has prevented the satisfaction of any condition to the obligations of Sellers as set forth on Section 7.02 at the Closing and such violation or breach has not been waived by the Sellers' Representative or cured, if of a character that is capable of being cured, by Buyer within thirty (30) days after written notice thereof by the Sellers' Representative to Buyer; provided that Sellers' Representative shall not be permitted to terminate this Agreement if Sellers are then in material breach of any of their representations, warranties, covenants or other agreements contained herein and such breach would result in the failure to satisfy one or more of the conditions to the Closing set forth in Section 7.01 (or if the "Seller" or the "Company" (each as defined in the Strata Purchase Agreement) are then in material breach of any of their representations, warranties, covenants or other agreements contained in the Strata Purchase Agreement and such breach would result in the failure to satisfy one or more of the conditions to the Closing set forth therein);

(d) by either Buyer or Sellers' Representative, if the transactions contemplated hereby have not been consummated by 5:00 p.m. Pacific Standard time on the date that is two hundred ten (210) days after the date hereof; provided, however, that neither Buyer nor the Sellers will be entitled to terminate this Agreement pursuant to this Section 10.01(d) if such Party's failure to fulfill any obligation under this Agreement or the Strata Purchase Agreement has been the primary cause of, or primarily resulted in, the failure of the Closing to occur on or before such date or who is otherwise in material breach of any representation, warranty, covenant or other agreement contained herein;

(e) by either Buyer or Sellers' Representative, if the Strata Purchase Agreement is validly terminated in accordance with its terms;

(f) by either Buyer or Sellers' Representative if (i) any Governmental Authority shall have issued a final, non-appealable judgement, decree or order, that would prevent the consummation of the Closing, declare unlawful the Closing or cause the Closing to be rescinded or (ii) a Law shall have been put in effect which would prevent or prohibit the Closing; provided that the right to terminate this Agreement under this Section 10.01(f) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the primary cause of, or primarily resulted in, such judgement, decree or order or who is otherwise in material breach of any representation, warranty, covenant or other agreement contained herein; or

(g) by Sellers' Representative, if (i) all the conditions set forth in Section 7.01 have been satisfied (and continue to be satisfied) or waived (other than any such conditions which by their terms are not capable of being satisfied until the Closing), (ii) Sellers' Representative has provided notice to Buyer in writing that the Sellers are ready, willing and able to consummate the Closing and (iii) Buyer does not consummate the transactions contemplated hereby by the date the Closing is required to occur pursuant to Section 3.01.

Section 10.02 Effect of Termination.

(a) In the event of the termination of this Agreement by either Buyer or Seller's Representative as provided in Section 10.01 the provisions of this Agreement will immediately become void and of no further force or effect (other than Section 6.02(a), Section 6.04, Section 6.05(a) (as it relates to indemnification obligations), Section 8.01, this ARTICLE X and ARTICLE XI hereof which will survive the termination of this Agreement in accordance with their terms) and there will be no liability on the part of Buyer, on the one hand, and Sellers and Seller's Representative, on the other hand, except for Fraud or knowing or willful breaches of this Agreement prior to the time of such termination.

(b) Nothing contained in this Agreement (including this ARTICLE X) shall prevent, limit, impede or otherwise impair the ability of a Party to seek, enforce, or otherwise pursue any remedy available to it pursuant to Section 8.01 (at any time prior to the termination of this Agreement pursuant to this ARTICLE X).

**ARTICLE XI
MISCELLANEOUS**

Section 11.01 Parties in Interest. Nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than (a) the Parties and their respective successors and permitted assigns, (b) Releasees with respect to Section 8.02, (c) the Non-Party Affiliates with respect to Section 11.11 and (d) Sellers' Counsel with respect to Section 11.12, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement.

Section 11.02 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign (by contract, stock sale, operation of Law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the express prior written consent of the other Party, and any attempted assignment, without such consent, shall be null and void.

Section 11.03 Notices. All notices and other communications required or permitted to be given by any provision of this Agreement shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier, or by e-mail transmission (with acknowledgment received), charges prepaid and addressed to the intended recipient as follows, or to such other addresses or numbers as may be specified by a Party from time to time by like notice to the other Parties:

If to Sellers' Representative or any Seller:

Bako Pathology LP
c/o Consonance Capital Partners
545 Madison Ave 7th Floor
New York, New York 10022
Attention: Benjamin B. Edmands
Sean Breen
Email:

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

Latham & Watkins LLP
1271 Avenue of the Americas
New York, New York 10020
Attention: David Allinson
Edmond Parhami
Email:

If to Buyer Parent or Buyer:

c/o Fulgent Genetics, Inc.
4399 Santa Anita Avenue
El Monte, California 91731
Attention: James Xie
Paul Kim
Email:

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

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
3580 Carmel Mountain Road, Suite 300
San Diego, CA 92130
Attention: Scott M. Stanton, Esq.
Email:

All notices and other communications given in accordance with the provisions of this Agreement shall be deemed to have been given and received (i) when delivered by hand or transmitted by e-mail (with acknowledgment received), (ii) three (3) Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested or (iii) one (1) Business Day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt.

Section 11.04 Amendments and Waivers. This Agreement may not be amended, supplemented or otherwise modified except in a written instrument executed by each of the Parties. No waiver by any of the Parties of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall 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 such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party sought to be charged with such waiver.

Section 11.05 Exhibits and Schedules.

(a) All Exhibits and Schedules and the Disclosure Schedules attached hereto are hereby incorporated herein by reference and made a part hereof.

(b) Any disclosure made by a Party in the Disclosure Schedules with reference to any Section or Schedule of this Agreement shall be deemed to be a disclosure with respect to all other Sections or Schedules to which the relevance of such disclosure is reasonably apparent from the face of such disclosure. Certain information set forth in the Disclosure Schedules is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made in this Agreement, nor shall such information be deemed to establish a standard of materiality.

Section 11.06 Headings. The table of contents and section headings contained in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement or affect in any way the meaning or interpretation of this Agreement.

Section 11.07 Construction. The Parties have 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 11.08 Entire Agreement. This Agreement (including the Schedules and the Exhibits hereto) and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede any prior understandings, negotiations, agreements, or representations among the Parties of any nature, whether written or oral, to the extent they relate in any way to the subject matter hereof or thereof.

Section 11.09 Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to amend or otherwise modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible. Notwithstanding anything contained herein, under no circumstance shall the obligation of Sellers to deliver the Purchased Assets be enforceable absent enforceability of the obligation of Buyer to pay the Purchase Price, and vice versa.

Section 11.10 Expenses. Unless otherwise provided herein, including as provided in Section 2.05 and Section 6.14, each of Buyer and Sellers agree to pay, without right of reimbursement from the other, all costs and expenses incurred by it incident to the performance of

its obligations hereunder, including the fees and disbursements of counsel, accountants, financial advisors, experts and consultants employed by the respective Parties in connection with the transactions contemplated hereby, whether or not the transactions contemplated by this Agreement are consummated.

Section 11.11 No Recourse Against Non-Party Affiliates. Other than pursuant to and to the extent provided in the Transaction Documents, all claims, obligations, Liabilities, or causes of action (whether in contract or in tort, in equity or at Law, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement or any other Transaction Document, or the negotiation, execution, or performance of this Agreement or any other Transaction Document (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement or any other Transaction Document), may be made only against (and are those solely of) the Persons that are expressly identified as parties hereto in the preamble to this Agreement, or, in the case of each other Transaction Document, the Persons that are expressly identified as parties thereto (the “**Contracting Parties**”). Other than pursuant to and to the extent provided in the Transaction Documents, no Person who is not a Contracting Party, including any past, present or future Representative, incorporator, equityholder or Affiliate of such Contracting Party or Affiliate of any of the foregoing (in each case, except a Contracting Party) (the “**Non-Party Affiliates**”), shall have any Liability (whether in contract or in tort, in equity or at Law, or granted by statute) for any claims, causes of action, obligations, or Liabilities arising under, out of, in connection with, or related in any manner to this Agreement or any of the other Transaction Documents, as applicable, or based on, in respect of, or by reason of this Agreement or any of the other Transaction Documents in the negotiation, execution, performance, or breach thereof; and, to the maximum extent permitted by Law, each Contracting Party hereby irrevocably and unconditionally waives and releases all such Liabilities, claims, causes of action and obligations against any such Non-Party Affiliates. Without limiting the generality of the foregoing, to the maximum extent permitted by Law, other than pursuant to and to the extent provided in the Transaction Documents, (a) each Contracting Party hereby irrevocably and unconditionally waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available in equity or at Law, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Non-Party Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party irrevocably and unconditionally disclaims any reliance upon any Non-Party Affiliates with respect to the performance of any of the Transaction Documents or any representation or warranty made in, in connection with, or as an inducement to any of the Transaction Documents.

Section 11.12 Legal Representation.

(a) It is acknowledged by each of the Parties that Sellers have retained Latham & Watkins LLP (collectively, “**Sellers’ Counsel**”) to act as their counsel in connection with the transactions contemplated hereby and that Sellers’ Counsel has not acted as counsel for any other Party in connection with the transactions contemplated hereby and that none of the other Parties has the status of a client of Sellers’ Counsel for conflict of interest or any other purposes as a result thereof. Sellers and Buyer hereby agree that, in the event that any dispute, or any other matter in which the interests of Sellers or any of their respective Affiliates, on the one hand, and Buyer or

any of its Affiliates, on the other hand, are adverse, arises after the Closing between Buyer or any of its Affiliates, on the one hand, and Sellers or any of their respective Affiliates, on the other hand, to the extent permissible by any applicable professional rules of conduct, Sellers' Counsel may represent any or all of Sellers and their respective Affiliates in such dispute even though the interests of Sellers and their respective Affiliates may be directly adverse to Buyer.

(b) Sellers and Buyer and their respective Affiliates, acknowledge and agree that, in connection with any future disputes, lawsuits, actions, proceedings, investigations or other matters, including any dispute between Buyer or any of its Affiliates, on the one hand, and Sellers or any of their respective Affiliates, on the other hand, or with or between any other Persons, with respect to the transactions contemplated by this Agreement or otherwise, (i) as to all communications among Sellers' Counsel, Sellers or any of their respective Affiliates, the attorney-client privilege, attorney work product protection and the expectation of client confidence belongs solely to Sellers or their respective Affiliates, and may be controlled by Seller or their respective Affiliates, and shall not pass to or be claimed by Buyer, or any of its Affiliates and (ii) Sellers' Counsel may disclose to Sellers or their respective Affiliates any information learned by Sellers' Counsel in the course of its representation of Sellers or their respective Affiliates, whether or not such information is subject to attorney-client privilege, attorney work product protection, of Sellers' Counsel's duty of confidentiality. Accordingly, Buyer and its Affiliates shall not have access to any such communications, or to the files of Sellers' Counsel, whether or not the Closing occurs. Without limiting the generality of the foregoing, upon and after the Closing, (A) to the extent that files of Sellers' Counsel constitute property of the client, only Sellers and their respective Affiliates shall hold such property rights and (B) Sellers' Counsel shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to Buyer by reason of any attorney-client relationship.

(c) If and to the extent that, at any time subsequent to the Closing, Buyer or any of its Affiliates shall have the right to assert or waive any attorney-client privilege with respect to any communication between the Sellers and their respective Affiliates and any Person representing them that occurred at any time prior to the Closing, Buyer, on behalf of itself and its Affiliates, shall be entitled to waive such privilege only with the consent of Sellers' Representative.

Section 11.13 Governing Law. This Agreement and all claims or causes of action based upon, arising out of or relating to this Agreement and the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict or choice of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

Section 11.14 Consent to Jurisdiction; Waiver of Jury Trial.

(a) Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, any other court of the State of Delaware or, in the case of claims to which the federal courts have exclusive subject matter jurisdiction, any federal court of the United States of America sitting in the State of Delaware) for the purposes of any suit, Action or other proceeding arising out of or relating to this Agreement or any transaction contemplated hereby (and agrees not to commence any Action, suit or proceeding relating hereto except in such courts). Each of the Parties

further agrees that service of any process, summons, notice or document hand delivered or sent by U.S. registered mail to such Party's respective address set forth in Section 11.03 shall be effective service of process for any Action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth in the immediately preceding sentence. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any Action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, any other court of the State of Delaware or, in the case of claims to which the federal courts have exclusive subject matter jurisdiction, any federal court of the United States of America sitting in the State of Delaware), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each Party agrees that a final judgment in any Action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in law or in equity.

(b) EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 11.15 Counterparts. This Agreement may be executed in any number of original, PDF or facsimile counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. In the event that any signature to this Agreement or any agreement or certificate delivered pursuant hereto, or any amendment thereof, is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. No Party will raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation or enforceability of a contract and each Party forever waives any such defense.

Section 11.16 Limited Guarantee. Buyer Parent hereby absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the obligations of Buyer pursuant to Section 2.05 (the “**Guaranteed Obligations**”), and Buyer Parent shall be liable for any breach by Buyer of any of the Guaranteed Obligations. This guarantee is of payment (not of collection) and performance. The Sellers shall not be obligated to file any claim relating to the Guaranteed Obligations in the event Buyer becomes subject to bankruptcy, reorganization or similar proceedings, and the failure of the Sellers to so file shall not affect Buyer Parent's obligations hereunder. In the event that any payment to Seller in respect of the Guaranteed Obligations is rescinded or must otherwise be returned for any reason whatsoever (other than in circumstances where Buyer Parent is not liable to make such payment), Buyer Parent shall remain liable hereunder with respect to the Guaranteed Obligations as if such payment had not been

rescinded or returned. Buyer Parent hereby waives promptness, diligence, presentment, demand of performance, demand of payment, filing of any claim, any right to require any proceeding first against Buyer, protest notice of any kind and all demands whatsoever and all suretyship defenses generally in connection with the performance of its covenants, agreements and obligations set forth in this Section 11.16. Notwithstanding the foregoing, to the extent Buyer is relieved of all or any portion of the Guaranteed Obligations by satisfaction thereof on the terms and subject to the conditions set forth in this Agreement or pursuant to any other written agreement with Seller, Buyer Parent shall similarly be relieved of its corresponding obligations under this Section 11.16. Buyer Parent acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement and that the waivers set forth in this Section 11.16 are knowingly made in contemplation of such benefits.

[Remainder of page intentionally left blank]

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

SELLERS:

BAKO PATHOLOGY LP

By: Bako Pathology GP, LLC,
its General Partner

By: /s/ Benjamin B. Edmands
Name: Benjamin B. Edmands
Title: Authorized Signatory

BAKO PATHOLOGY HOLDINGS CORP.

By: /s/ Charles Edward Hull
Name: Charles Edward Hull
Title: Chief Executive Officer

BPA HOLDING CORP.

By: /s/ Charles Edward Hull
Name: Charles Edward Hull
Title: Chief Executive Officer

**BAKOTIC PATHOLOGY ASSOCIATES,
L.L.C.**

By: /s/ Charles Edward Hull
Name: Charles Edward Hull
Title: Chief Executive Officer

PODCEUTICALS L.L.C.

By: /s/ Charles Edward Hull
Name: Charles Edward Hull
Title: Chief Executive Officer

GBRL CONSULTING, LLC

By: /s/ Charles Edward Hull
Name: Charles Edward Hull
Title: Chief Executive Officer

BUYER:

INFORM DIAGNOSTICS, INC.

By: /s/ Ming Hsieh
Name: Ming Hsieh
Title: President

BUYER PARENT:

FULGENT THERAPEUTICS, LLC
solely for purposes of Section 11.16 (and ARTICLE XI as it relates to Section 11.16)

By: /s/ Ming Hsieh
Name: Ming Hsieh
Title: Chief Executive Officer

SCHEDULE A

Accounting Principles

See attached.

SCHEDULE B

Certain Employees

Exhibit A

Form of Assignment and Assumption Agreement

See attached.

Exhibit B

Form of Assignment and Assumption of Lease

See attached.

Exhibit C

Form of Bill of Sale

See attached.

Exhibit D

Form of Escrow Agreement

See attached.

Exhibit E

Form of Patent Assignment

See attached.

Exhibit F

Form of Trademark Assignment

See attached.

Exhibit G

Form of Domain Name Assignment

See attached.

Exhibit H

Form of Tripoint Purchase Agreement

See attached.