f.- JJ Jenkins

INDEX OF EXHIBITS

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Bill of Sale

Consulting Agreement

Manufacturing Services Agreement

Restrictive Covenant Agreement of Joseph J. Jenkins, Jr.

Restrictive Covenant Agreement of J.J. Jenkins, Incorporated

Lease Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("this Agreement") dated as of April 18, 2024 (the "Effective Date"), is entered into by and among Leesona Corp, a North Carolina corporation (the "Purchaser"), and J.J. Jenkins, Incorporated, a North Carolina corporation (referred to herein as the "Seller" or the "Company"). The Purchaser and the Seller are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, the Company is engaged in the Business (as hereafter defined); and

WHEREAS, the Company wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Company, substantially all of the assets relating to the Business, all upon the terms and subject to the conditions set forth herein, free and clear of all Liens other than Permitted Liens.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Seller and the Purchaser hereby agree as follows:

ARTICLE I
DEFINITIONS; CONSTRUCTION

1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings set forth below.

"Agreement" has the meaning set forth in the preamble hereto.

"Ancillary Agreements" means the Consulting Agreement, Bill of Sale, Assignment and Assumption Agreement, Restrictive Covenant Agreement of Joseph J. Jenkins, Jr., Restrictive Covenant Agreement of J.J. Jenkins, Incorporated, the Lease Agreement and Manufacturing Services Agreement listed on the Index of Exhibits and attached hereto and the other agreements, instruments and documents delivered at the Closing.

"Assigned Contracts" has the meaning set forth in Section 2.1 (f).

"Books and Records" means books and records of account (including electronic records), general, financial, warranty and shipping records, invoices, supplier lists, customer lists, correspondence, engineering, maintenance, operating and production records, advertising and promotional materials and credit records of customers.

"Business" means supplying extruder equipment, godet-roll draw stands, hot air ovens, water quenching equipment, and other systems to the synthetic fiber, film fiber and monofilament industries.

"Business Day" means a day other than a Saturday, Sunday, and banking holidays recognized by the Federal Reserve Bank located in New York, New York.

"Business Premises" means that certain real property located at 3379 Smith Farm Road, Stallings, North Carolina.

"Cash" means the sum of the Company's cash and cash equivalents, plus all deposited but uncleared bank deposits, in each case as of the Effective Time.

"Closing Statement" means the statement to be executed at the Closing as set forth in Section 2.5

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the preamble hereto.

"Company Contract" means any Contract (a) under which the Company has or may acquire any rights or benefits; (b) under which the Company has or may become subject to any obligation or liability; or (c) by which the Company, or any of the assets owned or used by the Company, is or may become bound.

"Contract" means any agreement, contract, lease, consensual obligation, promise or undertaking (whether written or oral and whether express or implied, together with all amendments and other modifications thereto).

"Customer Deposits" means all sums held by the Company at the Closing as deposits from customers of the Company to be applied to sums due from the customer to the Company.

"Effective Time" means 12:01 AM, Raleigh, North Carolina time, on the Effective Date and "Effective Date" has the meaning ascribed thereto in the preamble hereto.

"Entity" means any general partnership, limited partnership, corporation, limited liability company, joint venture, business trust, cooperative or association, foreign trust, foreign organization, or other entity, a trust (other than a business or foreign trust), or a decedent's estate.

"Governmental Entity" means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local, or municipal government, foreign, international, multinational or other government, including any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority thereof.

"Indebtedness" means as to any Person at any time: (a) obligations of such Person for borrowed money; (b) obligations of such Person evidenced by bonds, notes, debentures or other similar instruments; (c) obligations of such Person to pay the deferred purchase price of property or services (including obligations under noncompete, consulting or similar arrangements and earn-out payment obligations); (d) indebtedness or other obligations of others guaranteed by such Person; (e) obligations secured by a Lien (other than a Permitted Lien) existing on any property or asset owned by such Person; (f) reimbursement obligations of such Persons relating to letters of credit, bankers' acceptances, surety or other bonds or similar instruments; (g) Liabilities of such

Person relating to unfunded, vested benefits under any benefit plan; and (h) net payment obligations incurred by such Person pursuant to any credit derivative agreement.

"Intellectual Property" means all of the following used in the Business anywhere in the world and all legal right, title or interest in the following arising under Law: (a) patents and applications for patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part; (b) copyright registrations and applications, copyrightable works and all other corresponding rights; (c) trade dress and trade names, logos, Internet addresses and domain names, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin and all goodwill associated with any of the foregoing; (d) inventions (whether patentable or unpatentable and whether or not reduced to practice), know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, marketing and business data, advertising and promotional materials, and other proprietary information; (e) computer software (including source and object code), firmware, development tools, algorithms, files, records, technical drawings and related documentation, data and manuals; and (f) databases and data collections.

"Latest Balance Sheet" means the balance sheet of the Company as of December 31, 2023

"Law" means any law, statute, ordinance, rule or regulation of any Governmental Entity.

"Legal Proceeding" means any judicial, administrative or arbitral actions, investigations, suits, inquiries, hearings or proceedings (public or private) by or before a Governmental Authority.

"Legal Requirement" means and includes any federal, state, provincial, local, municipal, foreign, international or multinational, judicial Orders and determinations or other administrative Orders and determinations, constitution, law, ordinance, regulation or similar provision having the force or effect of law, rule or principle of common law, regulation, statute, or treaty, as the same are in effect or enacted on or prior to the Closing Date.

"Liabilities" means any and all debts, expenses, liabilities and obligations of any kind, character or description, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, direct or indirect, known or unknown, disputed or undisputed, due or to become due, vested or unvested, joint or several, secured or unsecured, executory, matured or unmatured, determined or determinable, inchoate or otherwise (whether or not the same is required to be accrued on the financial statements of any Person).

"Licensed Intellectual Property" means any Intellectual Property owned by any Person other than the Company.

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest or other restriction or encumbrance in respect of such property or asset. "Material Adverse Effect" means any result, occurrence, fact, change, event or effect that has, or could reasonably be expected to have, a material adverse effect: (i) on the assets, liabilities, capitalization, condition (financial or other), operations, results of operations, or prospects of the Company or the Business, or (ii) on the Seller's ability to consummate the transactions contemplated hereby. For the purpose of this definition, a sum, individually or in the aggregate, in excess of Twenty-Five Thousand Dollars ($25,000) shall be deemed to be "material."

"Order" means any order, award, injunction, judgment, decree, ruling or verdict or other decision issued, promulgated or entered by or with any Governmental Entity of competent jurisdiction.

"Owned Intellectual Property" means all Intellectual Property owned by the Company, including the right to sue for and collect damages for infringements, misappropriations, or other violations relating thereto occurring prior to the Effective Time and thereafter.

"Permit" means any permit, authorization, approval, consent, license or franchise of or from any Governmental Entity or pursuant to any Law.

"Permitted Liens" means (a) Liens for Taxes and other governmental charges and assessments which are not yet due and payable, (b) landlords', workers', carriers' and mechanics' or other like Liens incurred in the ordinary course of the Business with respect to amounts that are not past due, and (c) zoning, building and land use Laws, ordinances, orders, decrees, restrictions and conditions imposed by any Governmental Entity that do not interfere with the present or proposed use of the properties they affect.

"Person" means any individual, corporation, limited liability company, partnership, association, joint stock company, trust, estate, joint venture, unincorporated entity, Governmental Entity or any other entity of any kind.

"Purchased Assets" has the meaning set forth in Section 2.1 hereof.

"Purchase Price" has the meaning set forth in Section 2.5 hereof.

"Related to the Business" means used, held for use, or acquired or developed for use, in the Business or otherwise relating to, or arising out of, the operation or conduct of the Business.

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

"Taxes" means any and all federal, state, local, or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, franchise, bank shares, withholding, payroll, employment, excise, property, transfer, real property transfer, deed, stamp, recording, documentary, registration, stock, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, lease, service, service use, occupation, severance, energy, unemployment, social security, workers' compensation, capital, premium and other taxes, together with interest or penalties.

"Taxing Authority" means the Internal Revenue Service and any other Governmental Authority responsible for the administration of any Tax.

"$" means United States dollars.

"Work in Progress." To the extend required for clarification purposes and with respect to the Assigned Customer Contracts, the term "Work in Progress" shall mean amounts properly chargeable to the customer for work performed and components purchased (including goods in transit) through the period ending on the day prior to the Closing Date (assuming then chargeable) in accordance with historical practices consistently applied and in accordance with contract terms less amounts paid by the customer (either directly or through the application of customer deposits) through the period ending on the day prior to the Closing Date. The net amount of Work in Progress is set forth on the Schedule (including materials and agreed upon direct and indirect overhead) hereto through the date specified on said schedule and shall be brought forward to the day immediately prior to the Closing Date in accordance with the principles set forth therein and herein."

1.2 Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) words using the singular or plural number also include the plural or singular number, respectively, and the use of any gender herein shall be deemed to include the other genders; (b) references herein to "Articles," "Sections," "subsections" and other subdivisions, and to Exhibits, Schedules, Annexes and other attachments, without reference to a document are to the specified Articles, Sections, subsections and other subdivisions of, and Exhibits, Schedules, Annexes and other attachments to, this Agreement; (c) a reference to a subsection or other subdivision without further reference to a Section is a reference to such subsection or subdivision as contained in the same Section in which the reference appears; (d) the words "herein," "hereof," "hereunder," "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular provision; (e) the words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation"; and (f) the word "or" means "and/or."

ARTICLE II
CONVEYANCE AND CONTRIBUTION

2.1 Conveyance of the Company Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Company shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Company, free and clear of all Liens other than Permitted Liens, all of the assets, properties and rights of the Company Related to the Business (the "Purchased Assets), including the following, but excluding the Excluded Assets and Jenkins shall join in the conveyance of the Purchased Assets to the Purchaser for the purpose of conveying to the Purchaser any right, title or interest which he may have in and to the Purchased Assets (excluding the Excluded Assets).

(a) all raw materials from work-in-process, including all such items (i) located on the Business Premises and (ii) in transit from suppliers of the Business excluding therefrom those items which Purchaser shall identify as not being used or usable in the conduct of the of the Acquired Business (the "Excluded Materials Items");

(b) all roll arbors with roll arbor stands, oven temperature T/C test rigs, Roll TIR stands and dial indicators with mounts, chrome thickness checking gauge, tachometers, pressure transducer port drills, reamers and taps, test ovens (multi and single pass), TAR for multipass ovens and riefenhouse roll stands and server and all engineering computers (exclusive of those assigned to Mr. Jenkins, Ms. Wilda Mitchell and the accounting department (collectively, the "Fixed Assets");

(c) all Owned Intellectual Property (including, in each case, any goodwill associated therewith), including the name "J.J. Jenkins, Incorporated," all related logos, www.jjjenkins.com, www.jjjjenkinsinc.com, all content of websites and any other domain names owned by the Company, and email addresses of the Company and Company employees, excluding personal email addresses of Company employees not provided by the Company;

(d) all Company Contracts with customers set forth on Schedule 2.1 (d) attached hereto providing for the provision of goods or services by the Company on and after the Effective Time including all rights to payment of any sums due or to become due thereunder (the "Assigned Customer Contracts");

(e) all Company Contracts with suppliers set forth on Schedule 2.1 (e) with suppliers providing for the provision of goods or services to the Company on or after the Effective Time including all prepaid deposits with respect thereto (the "Assigned Supplier Contracts");

(f) all Company Contracts set forth on Schedule 2.1(f) (the "Additional Contracts"); (the Assigned Customer Contracts, the Assigned Supplier Contracts and the Additional Contracts are collectively referred to herein as the "Assigned Contracts");

(g) to the extent permitted by applicable Law, all Books and Records that are not Excluded Assets including all job file archives and paper drawing archive and all drawings-current and historical-in electronic and paper form, customer project files-current and historical (paper and electronic), part numbers (paper and electronic), job numbers (current and historical, paper and electronic), standard operating procedures (where available), bills of materials (where available) shipping and receiving data (historical and current), all customer and supplier contact information);all job file archive and paper drawing archive;

(h) all claims, causes of action, choses in action, rights of recovery and rights under all warranties, representations and guarantees made by suppliers of products, materials or equipment, or components thereof;

(i) all rights to refunds from customers and suppliers and all prepaid expenses and prepaid deposits;

(j) all sales, advertising, promotional and marketing information and materials;

(k) all rights of the Company to causes of action, lawsuits, judgments, claims and demands of any nature and all counterclaims, rights of setoff, rights of indemnification and affirmative defenses to any claims that may be brought against the Purchaser by third parties, in each case to the extent that they can be assigned, and that they relate to the Business, the Purchased Assets or Assumed Liabilities; and

(l) all goodwill.

2.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Purchased Assets do not include, and the Company is not selling, assigning, transferring, conveying or delivering, and the Purchaser is not purchasing, acquiring or accepting from the Company, any of the following assets, properties or rights of the Company (collectively, the "Excluded Assets"):

(a) all Company Contracts which are not listed on Schedule 2.1 (d), (e) or (f) (the "Excluded Contracts");

(b) the corporate seals, minute books, stock books, tax records and tax returns, or other records having to do with the corporate organization or taxes of the Company;

(c) the Excluded Materials and the Excluded Fixed Assets;

(d) all vehicles, furniture, furnishings and fixtures, manufacturing equipment which is not used in connection with the operation of the business being acquiring hereby and the assets listed on Schedule 2.2(d) (the "Additional Excluded Assets");

(e) the rights which accrue or will accrue to any Seller under this Agreement and the Ancillary Agreements;

account receivables (other than sums due from customers or suppliers);

(g) business licenses and permits(h) all bank accounts of the Company;

(i) all assets relating to or owned by and all rights in and to, any benefit plans (whether held in trust or otherwise);

(j) the lease for the Business Premises and leasehold improvements;

(k) Cash (other than the Customer Deposits); and

(l) all Tax related refunds and/or credits and claims for Tax refunds and/or credits relating to any period prior to the Effective Date.

2.3 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing the Purchaser shall assume, and from and after the Effective Time the Purchaser shall pay, discharge or perform when due, the following, and only the following specified Liabilities of the Company (collectively, the "Assumed Liabilities"):

(a) the trade accounts payable only to the extent that such trade accounts payable are included in the computation of the Closing Statement and in any event excluding any amounts payable or other Liabilities resulting from or related to any Indebtedness, legal, accounting, financial advisory, consulting and all other professional fees and expenses, breach of contract, breach of warranty, tort, infringement or violation of Law;

(b) Liabilities of the Company in respect of the Assigned Contracts to the extent arising from the conduct of the Business by Purchaser after the Effective Time (and, for the avoidance of doubt, excluding any and all Liabilities resulting from or related to a breach of the Assigned Contracts prior to the Effective Time or any other acts or omissions occurring, or products or services provided, prior to the Effective Time or any other acts or omissions by the Seller); and

(c) Customer Deposits as of the Effective Time.

provided that the Assumed Liabilities shall not include any Excluded Liability set forth in Sections 2.4(a) through (m).

2.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, except for the Assumed Liabilities the Purchaser shall not assume any Liabilities of the Company or the Shareholder, all of which the Company or the Shareholder shall pay, discharge or perform when due (the "Excluded Liabilities"). Notwithstanding anything in this Agreement to the contrary, the Purchaser shall not assume or be liable for any of the following obligations or Liabilities of the Company or the Shareholder (all of which shall also constitute Excluded Liabilities, but which are not the only Excluded Liabilities):

(a) all Liabilities of the Company or the Shareholder under this Agreement and the Ancillary Agreements except as and to the extent expressly set forth in this Agreement;

(b) all Indebtedness;

(c) all product or service Liability, warranty and similar claims for damages or injury to person or property which arise out of or are based upon any events occurring or actions taken or omitted to be taken, or products or services provided, by the Company, or otherwise arising out of or incurred in connection with the conduct of the Business before the Effective Time;

(d) any and all Liabilities (i) for salary, hourly wages, bonuses or payroll taxes or (ii) under or in connection with any and all benefit plans or otherwise relating to workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, health care plans or benefits, vacation, paid time off, sick days, or any other employee plans or benefits of any kind for the Company's employees;

(e) any attorneys', accountants, financial advisory, consulting, business broker's, finder's, or other professional fees or expenses of the Company incurred in connection with the Business, this Agreement, any transactions hereunder, the dissolution and liquidation of the Company, or otherwise;

(f) all Liabilities to indemnify any person by reason of the fact that such person was a director, officer, shareholder, employee or agent of the Company;

(g) all Liabilities under or with respect to any environmental law;

(h) all Liabilities in respect of the Excluded Contracts and other Excluded Assets;

(i) all Liabilities related to any accounts payable that are not expressly assumed pursuant to Section 2.3(a);

(j) all Liabilities related to any errors in payroll tax accruals;

(k) all Liabilities related to outstanding Company checks (or related to any wire or automated clearing house (ACH) transfers initiated by the Company;

(l) any Liabilities or obligations resulting from any past, current or future lawsuit or other proceeding relating to the Business arising out of transactions, events, actions or omissions occurring prior to the Closing (and any other Liabilities resulting from or related to a breach of the Assigned Contracts prior to the Closing Date or any other acts or omissions (including any breach of contract, breach of warranty, tort, infringement or violation of Law) occurring, or products or services provided, prior to the Closing Date);

(m) all Liabilities for Taxes, including Taxes (i) relating to the Business or the Purchased Assets for any Tax Period or portion thereof ending before the Closing Date, or (ii) attributable to any gain and income of the Company or the Shareholder from the sale of the Purchased Assets contemplated thereunder;.

(n) other than in respect of the Assumed Liabilities, all Liabilities resulting from or arising out of the conduct of the Business prior to the Closing; and

(o) any other Liability of the Company other than the Assumed Liabilities.

2.5 Purchase Price. The "Purchase Price" for the Purchased Assets shall be One Million Two Hundred Fifty Thousand Dollars ($1,250,000) (the "Basic Purchase Price"), payable by the Seller retaining said sum from the Customer Deposits and the Purchaser being responsible for the Customer Deposits actually transferred to the Purchaser, plus the Basic Purchase Price retained by Seller from the Customer Deposits. At the Closing, the Purchase Price shall be calculated and paid as follows:

(a) Customer Deposits refers to the deposits paid by customers for three (3) projects, which are currently in production: two (2) production lines from Honeywell and one (1) production line from Ethicon.

(b) The Basic Purchase Price is the agreed upon sum of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) and will be paid by Seller retaining, wholly or primarily, that amount from Customer Deposits.

(c) "Transaction Amount" is the Basic Purchase Price to be paid at Closing, subject to the following:

(i) If the Transaction Amount has a positive value, the Seller will transfer the remaining funds from Customer Deposits to the Purchaser.

(ii) Provided, however, if the Transaction Amount has a negative value, (i) this represents a deficiency in the amount of funds remaining in Customer Deposits for the Seller to retain in payment of the Basic Purchase Price; and (ii) the Purchaser will pay the deficit Transaction Amount to the Seller to ensure that the Basic Purchase Price is paid in full.

(d) Transaction Amount Summarized:

The Transaction Amount = Customer Deposits – Cost of Work in Progress – Sale Price

2.6 Allocation of Purchase Price. Purchaser shall prepare an allocation (the "Allocation Schedule") of the Purchase Price (and all other capitalized costs) among the Purchased Assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate), which Allocation Schedule shall be binding upon Seller except as hereinafter set forth. Purchaser shall deliver such Allocation Schedule to Seller not later than sixty (60) days after the Closing Date. Purchaser and Seller shall report, act, and file all applicable tax returns (including, but not limited to IRS Form 8594) in all respects and for all purposes consistent with such Allocation Schedule prepared by Purchaser. Seller shall timely and properly prepare, execute, file and deliver all such documents, forms and other information as Purchaser may reasonably request to prepare such Allocation Schedule. Neither Purchaser nor Seller shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with such Allocation Schedule unless required to do so by applicable law.

If Seller provides a notice of objections (the "Notice of Objections") to Purchaser within fifteen (15) Business Days of receipt of the Allocation Schedule, Seller and Purchaser shall negotiate in good faith to resolve the objections raised by Seller in the Notice of Objections. If Purchaser and Seller fail to resolve the objections raised by Seller within thirty (30) days after receipt of the Notice of Objections, then the dispute shall be resolved by an independent certified public accountant selected by the Parties. Purchaser, on the one hand, and Seller, on the other hand, shall share equally the fees and expenses of the independent accountant for this purpose. The Parties shall report the tax consequences of the transactions contemplated by this Agreement in a manner consistent with the Allocation Schedule, as originally provided by Purchaser (if Seller does not provide a timely Notice of Objections), as agreed to by Purchaser and Sellers, or as determined by the independent accountant, as the case may be (in each case, the "Final Allocation Schedule"), and shall not take any action or position that is inconsistent therewith. The Parties shall update the Final Allocation Schedule to reflect any further adjustments to the Purchase Price in a manner consistent with the principles used to create the Final Allocation Schedule, and the Parties shall report the Tax consequences of the transactions contemplated by this Agreement in a manner consistent with the Final Allocation Schedule, as revised, and shall not take any action or position that is inconsistent therewith.

ARTICLE III
CLOSING

3.1 The Closing Consummation. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the earliest practicable date after which all conditions to the obligations of the parties set forth in Sections 3.4 have been satisfied or waived by the party entitled to waive the same (other than those conditions which, by their terms, are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of such conditions) or on such other date as Purchaser and Seller (which, for this purpose and the provisions of this Article III, shall include Joseph J. Jenkins, Jr and Saundra Jenkins, as applicable, who are referred to herein as Mr. and Mrs. Jenkins) may mutually agree upon in writing on the date hereof (the "Closing Date"). Provided, if Closing does not occur prior to June 30, 2024, and unless extended by agreement of the Parties, this Agreement shall terminate and be deemed null and void and of no further effect. The Closing shall take place at the offices of the Seller, which the parties may participate in electronically and/or telephonically, unless another time, date or place is agreed to in writing by the parties and with the parties exchanging all signature pages to the documents specified herein via email delivery and with the originals to follow by overnight delivery or such other method as may be agreed to by the Parties. The date on which the Closing occurs is referred to herein as the "Closing Date," and the Closing will be deemed effective as of 12:01 AM, Raleigh, North Carolina, on the Closing Date (the "Effective Time").

3.2 Deliveries by Seller at the Closing. At Closing, Seller shall deliver to the Purchaser the following:

(a) The Customer Deposits less that amount retained by Seller to be applied to, but not in reduction of, the Purchase Price; ;

(b) the Ancillary Agreements to which the Company and its sole Shareholder, Joseph J. Jenkins Jr. ("Jenkins") (and in the case of the Lease Agreement, Saundra Jenkins) are a party, duly executed by the Company and/or Jenkins, as applicable;

(c) a certificate of the Secretary of the Company, in a form reasonably acceptable to the Purchaser, certifying the organizational documents (articles of incorporation and bylaws) of the Company and the resolutions necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Agreements, and an officer's certificate, in a form reasonably acceptable to the Purchaser;

(d) good standing or similar certificates of the Company from its jurisdiction of formation dated within twenty (20) days prior to the Closing Date;

(e) evidence reasonably satisfactory to the Purchaser that all consents or approvals to the transactions set forth herein have been obtained and remain in full force and effect as of the Closing Date;

(f) evidence reasonably satisfactory to the Purchaser that all Liens (other than Permitted Liens) on any of the Purchased Assets shall have been released, discharged and terminated in full, including the results of a UCC, fixture filings, judgment and tax lien search (certified and uncertified search), with copies of any filings (active or inactive), with searches done at the North Carolina and Union County levels, as applicable; and

(g) such other certificates, instruments and documents as shall be necessary in connection with the transactions contemplated under this Agreement or any Ancillary Agreement or as may be requested by the Purchaser in form and substance reasonably satisfactory to the Purchaser.

3.3 Deliveries by the Purchaser at the Closing. At Closing, unless otherwise waived in writing by the Company, the Purchaser shall deliver to the Company the following:

(a) the Ancillary Agreements to which the Purchaser is a party, duly executed by the Purchaser.

(b) the deficit in the Basic Purchase Price, if any, in immediately available funds by wire transfer to an account designated by Company;

(c) a certificate of the Secretary of the Purchaser, in a form reasonably acceptable to the Company, certifying the organizational documents (articles of incorporation and bylaws) of the Purchaser and the resolutions necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Agreements, and an officer's certificate, in a form reasonably acceptable to the Company;

(d) good standing or similar certificates of the Purchaser from its jurisdiction of formation dated within twenty (20) days prior to the Closing Date;

(e) evidence reasonably satisfactory to the Company that all consents or approvals to the transactions set forth herein have been obtained and remain in full force and effect as of the Closing Date; and

(f) such other certificates, instruments and documents as shall be necessary in connection with the transactions contemplated under this Agreement or any Ancillary Agreement or as may be requested by the Purchaser in form and substance reasonably satisfactory to the Company

3.4 Conditions to Closing.

(a) Conditions to Purchaser's Obligations. The obligations of Purchaser to complete the transactions contemplated in this Agreement are conditioned upon fulfillment, on or before the Closing, or waiver in writing by the Purchaser, of each of the following conditions:

(i) Representations and Warranties True. The representations and warranties made by the Company in this Agreement shall be true and correct as of the date of this Agreement, and true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made on the Closing Date, except for such representations and warranties made as of a particular date which shall be true and correct as of such particular date.

(ii) Obligations Performed. Company (and Joseph J. Jenkins, Jr. and Saundra Jenkins, as applicable) shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing.

(iii) No Adverse Litigation. As of the Effective Time, no action, suit, proceeding, statute, rule, regulation, order, injunction, decree or judgment shall be pending, threatened, issued, enacted, promulgated or enforced that is reasonably likely to (a) have a Material Adverse Effect on the Company or the Business, or (b) materially and adversely affect, or prevent, prohibit or make illegal the consummation of, the transactions contemplated herein.

(iv) Regulatory Approval. (A) Purchaser and Company shall have received any necessary regulatory approvals of the transactions provided in this Agreement and such regulatory approvals shall remain in full force and effect, all notice and waiting periods required by law to pass shall have expired or terminated, no proceeding to enjoin, restrain, prohibit or invalidate such transactions shall have been instituted or threatened, and any conditions of any regulatory approval shall have been met; and (B) such approvals shall not have imposed any condition that is materially disadvantageous or burdensome to the Purchaser.

(v) Third Party Consents. Consents of all affected parties to the Assigned Contracts will have been obtained and will be in full force and effect, in a form acceptable to Purchaser. (More specifically, the consents of Honeywell International, Inc. and Ethicon, Inc. are required as a condition to Closing, which can only be waived by the Seller, in its discretion, upon the Purchaser presenting to the Seller a contract of indemnity whereby the Purchaser completely indemnifies the Seller, Joseph J. Jenkins, Jr., and Saundra D. Jenkins from any and all liabilities related to the Purchaser's assumption of the Honeywell International, Inc. and Ethicon, Inc. contracts.)

(vi) No Material Adverse Effect. There shall not have occurred any Material Adverse Effect with respect to the Company or the Business from the date of this Agreement to the Closing including relationships with customers of the Business;

(vii) Ordinary Course. Except for the consummation of the transactions contemplated hereby, the Company shall have conducted its Business in the ordinary course consistent with past practices;

(viii) Purchaser and Seller shall have agreed to the contracts constituting the Assigned Contracts.

(b) Conditions to Obligations of Company and Joseph J. Jenkins, Jr and Saundra Jenkins. The obligations of Company (and Mr. and Mrs. Jenkins) to complete the transactions contemplated in this Agreement are conditioned upon fulfillment, on or before the Closing, or waiver in writing by the Company and Mr. and Mrs. Jenkins, of each of the following conditions:

(i) Representations and Warranties True. The representations and warranties made by the Purchaser in this Agreement shall be true and correct as of the date of this Agreement, and true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made on the Closing Date, except for such representations and warranties made as of a particular date which shall be true and correct as of such particular date.

(ii) Obligations Performed. Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing.

(iii) No Adverse Litigation. As of the Effective Time, no action, suit, proceeding, statute, rule, regulation, order, injunction, decree or judgment shall be pending, threatened, issued, enacted, promulgated or enforced that is reasonably likely to materially and adversely affect, or prevent, prohibit or make illegal the consummation of, the transactions contemplated herein.

(iv) Regulatory Approval. Purchaser and Company shall have received any necessary regulatory approvals of the transactions provided in this Agreement and such regulatory approvals shall remain in full force and effect, all notice and waiting periods required by law to pass shall have expired or terminated, no proceeding to enjoin, restrain, prohibit or invalidate such transactions shall have been instituted or threatened, and any conditions of any regulatory approval shall have been met.

(v) Third Party Consents. Consents of all affected parties to the Assigned Contracts will have been obtained and will be in full force and effect, in a form acceptable to Company.

(vi) Purchaser and Seller shall have agreed to the contracts constituting the Assigned Contracts.

(vii) Purchaser shall fund any deficit to pay, in full, the Basic Purchase Price.

3.5 Termination.

(a) Methods of Termination. This Agreement may be terminated at any time prior to the Closing Date in any of the following ways:

(i) by Purchaser, if the Company shall have breached in any material respect any of the representations or warranties of the Company set forth in this Agreement or in any certificate delivered pursuant to this Agreement or if the Company shall have failed to perform any covenant or agreement on the part of the Company set forth in this Agreement (including an obligation to consummate the Closing) in any material respect, or if any other event shall have occurred or failed to occur, such that such breach or failure to perform, or such occurrence or failure of occurrence, as applicable, would result in a failure of a condition to Closing to be satisfied;

(ii) by Company, if the Purchaser shall have breached in any material respect any of the representations or warranties of the Purchaser set forth in this Agreement or in any certificate delivered pursuant to this Agreement or if the Purchaser shall have failed to perform any covenant or agreement on the part of the Purchaser set forth in this Agreement (including an obligation to consummate the Closing) in any material respect, or if any other event shall have occurred or failed to occur, such that such breach or failure to perform, or such occurrence of failure of occurrence, as applicable, would result in a failure of a condition to Closing;

(iii) by either Purchaser or Company, in writing five (5) calendar days in advance of such termination, if the Closing has not occurred by June 30, 2024 (provided that the right to terminate this Agreement under this Section (iii) shall not be available to any party whose action or failure to act has been the cause of or resulted in the failure of the Closing to occur on or before such date and such action or failure to act constitutes a breach of this Agreement);

(iv) in the event of material damage to or destruction of all or any portion of the Purchased Assets by fire or other casualty prior to the Closing; and

(v) by the mutual consent in writing of Purchaser and Company.

(b) Procedure Upon Termination. In the event of termination pursuant to Section 3.5(a), and except as otherwise stated therein, written notice thereof shall be given to the other party, and this Agreement shall terminate immediately upon receipt of such notice unless an extension is consented to by the party having the right to terminate.

(c) Consequences of Termination in Accordance with Section 3.6. If this Agreement is terminated as provided herein, no party to this Agreement shall have any liability or further obligation hereunder to the other party hereto, except that (a) this Section 3.6 (Termination) and Article VIII (Miscellaneous) shall survive any termination of this Agreement and (b) notwithstanding anything to the contrary in this Agreement, termination will not relieve a breaching party from liability for any willful breach of any provision of this Agreement or from its obligations under a non-disclosure agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Unless otherwise stated, the Company and Jenkins, jointly and severally, represent and warrant to the Purchaser that each statement contained in this Article IV is true and correct as of the date hereof and will be true and correct on the Closing Date.

4.1 Organization and Good Standing. The Company is a corporation duly organized and existing under the Laws of the State of North Carolina, has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified to do business and is in good standing in North Carolina, which is the only state in which it owns or leases property or conducts any business so as to require such qualification. The Company does not and since its formation has not engaged in any business or professional activity, other than the Business. All Company assets are located in North Carolina.

4.2 Authority and Enforceability. The Company and Jenkins have all requisite power, right, capacity, and authority, as applicable, to enter into this Agreement and each Ancillary Agreement to which it/he is a party and to consummate the transactions and perform its obligations contemplated hereby and thereby. The execution and delivery by the Company and Jenkins of this Agreement and each Ancillary Agreement to which it is a party, and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or other action, as applicable, on the part of the Company or Jenkins. This Agreement has been, and upon execution the Ancillary Agreements will be, duly and validly executed and assuming the due authorization, execution and delivery hereof and thereof by the Purchaser, this Agreement constitutes, and upon execution the Ancillary Agreements to which the Company and Jenkins, as applicable, are a party will constitute, legal, valid, and binding obligations of the Company and the Shareholder, enforceable against the Company and the Shareholder, as applicable, in accordance with their respective terms, except as such enforceability may be limited by (i) bankruptcy, insolvency and similar Laws affecting creditors' rights and relief of debtors generally, and (ii) the effect of general principles of equity, including general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law) (the "Enforceability Exceptions").

4.3 Noncontravention. The execution, delivery and performance of this Agreement and the Ancillary Agreements by the Company and Jenkins, as applicable, does not and will not: (a) conflict with the articles of incorporation, by-laws or other organizational documents, as applicable, of the Company or Jenkins, or any resolution adopted by the directors or shareholders of the Company, if applicable, (b) violate any Law or any Order of any Governmental Entity to which the Company is subject, (c) result in any breach of, constitute a default under or give to any Person any rights of termination, acceleration or cancellation of any Contract to which the Company is a party or is subject, or (d) result in the creation of any Lien upon the Purchased Assets or permit the acceleration of the maturity of any indebtedness secured by the Purchased Assets.

4.4 Governmental Approvals. No Permit or Order of, registration, declaration or filing with, or notice to, any Governmental Entity is required by the Company or Jenkins in connection with the execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby.

4.5 Capitalization. Jenkins is the sole holder of all of the issued and outstanding equity securities of the Company and has sole voting power and sole power to agree to all of the matters set forth in the Agreement with no limitations, qualifications or restrictions on such rights and powers, and such Person has not granted and will not grant such rights and powers to any other Person. The Company has no (and since its formation has not had any) subsidiaries or investments in, or partnerships with, any other Person.

4.6 Absence of Undisclosed Liabilities. The Company has no Liabilities other than: (i) those that are adequately reflected or reserved against in the Latest Balance Sheet; (ii) those which have been incurred since the Latest Financial Statement Date in the ordinary course of business and consistent with past practice, none of which resulted from or related to any breach of contract, breach of warranty, tort, infringement, or violation of Law, and none of which is, individually or in the aggregate, material; (iii) executory obligations or liabilities under any applicable Assigned Contract; and (iv) obligations under this Agreement and the Ancillary Agreements. The Company will, after giving effect to the transactions contemplated by this Agreement, be solvent and capable of meeting its obligations as they become due, have total assets exceeding its total liabilities and have a reasonable amount of capital.

4.7 Compliance with Law. The Company has conducted and is conducting the Business in compliance with all applicable Laws.

4.8 Title to Personal Properties. The Company has good and marketable title to all personal property and assets (including all tangible and intangible property and fixtures) comprising the Purchased Assets, free and clear of all Liens except for Permitted Liens. The Company is not in possession of any inventory not owned by the Company.

4.9 Intellectual Property.

(a) The Company owns or has a valid right to use, pursuant to a license, sublicense, agreement or permission, all of the Intellectual Property that is used in or held for use in connection with the Business and, with respect to the Intellectual Property that it owns, if any, is free from any Liens (other than Permitted Liens) and free from any requirement of any past, present or future royalty payments, license fees, charges or other payments, or conditions or restrictions whatsoever. The Company has taken all necessary and prudent action to maintain and protect the Owned Intellectual Property.

(b) For a period of two (2) years following the Effective Time, the Company agrees to cooperate with Purchaser and any successors-in-interest or assignees of the Purchaser, at the expense of Purchaser or such successors-in-interest or assignees, in any efforts of Purchaser or such successors-in-interest or assignees to apply for, register, perfect, confirm, protect, and/or enforce any Owned Intellectual Property.

(c) No current or former equity holder, officer, director, or employee of the Company has any valid claim, right, or interest to or in any Intellectual Property used in the Business.

(d) The Company is not a party to any license held by third parties that permit such third parties to use Owned Intellectual Property of the Company. No Person has infringed or violated any Owned Intellectual Property of the Company.

(e) All Licensed Intellectual Property of the Company used in connection with the Purchased Assets ("In-Bound Licenses") is valid, subsisting and binding, except as such enforceability may be limited by the Enforceability Exceptions and, to the knowledge of the Company, no party thereto is in breach or other violation of any such In-Bound License.

(f) The Company has not infringed upon or otherwise violated the Intellectual Property rights of any third party and the Company has not received any notice alleging any such violation, infringement or other conflict, nor, to the Company's Knowledge, is there a threatened claim or reasonable basis for any such claim.

(g) The Owned Intellectual Property and the Licensed Intellectual Property constitute all Intellectual Property rights used or necessary to conduct the Company's business as presently conducted.

(h) The provisions set forth in this Section 4.9 shall not be construed to imply that the Company owns any Intellectual Property other than that which is identified in Article II hereinabove.

4.10 Contracts. The Company is in compliance with all applicable terms and requirements of each Assigned Contract. No event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with or result in a breach of, or give the Company or other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any Assigned Contract. No event has occurred or circumstance exists under or by virtue of any

Contract that (with or without notice or lapse of time) would cause the creation of any Lien (other than a Permitted Lien) affecting any of the Purchased Assets. The Company has not given to or received from any other Person, at any time since January 1, 2023, any notice or other communication (whether oral or written) regarding any actual, alleged, possible or potential violation or breach of, or default under, any Assigned Contract. There are no renegotiations of or attempts to renegotiate any material amounts paid or payable to the Company under any Assigned Contracts and no Person has made a demand for such renegotiation.

4.11 Litigation. There is no action, suit, proceeding, claim, arbitration or litigation (each, an "Action"), pending or to the knowledge of the Seller, threatened against the Company or the Shareholder. No event has occurred or circumstance exists that would reasonably be expected to give rise to or serve as a basis for the commencement of any such Action.

4.12 Material Customer. There has not been (i) any material change in the business relationship of the Business with any material customer, or (ii) any change in any material term (including credit terms) of the Contract or related agreements with any material customer. No material customer has given the Company notice that it intends to cease or substantially reduce its payment or reimbursements or seek to substantially adversely change the terms and conditions of such payment or reimbursements. During the past three years, the Company has not received any written material customer complaint concerning the services or practices of the Business.

4.13 Suppliers. Since January 1, 2023, the Company has not entered into or made any Contract or commitment for the purchase of goods or services other than in the ordinary course of business consistent with past practice. No material supplier to the Company has given the Company notice that it intends to cease or substantially decrease the supply of or substantially increase the price of or substantially adversely change the terms of sale of the goods and services currently purchased by the Business from such supplier.

4.14 Warranty and Product Liability Matters. The Company's products have no design, warning, or manufacturing defects which individually or in the aggregate would be material, and such products comply in all material respects with, and meet in all material respects the current standards (to the extent applicable to the Company) of, Law dealing with such products. No claims, including product or service warranty, liability, strict liability, or negligence claims, in respect of the Company's products or services are pending or, to the Knowledge of the Company, threatened which individually or in the aggregate would be material.

4.15 Disclosure. The representations, warranties and other statements contained in this Article IV and the schedules attached hereto do not contain any untrue statement of a Material Fact or omit to state a Material Fact necessary to make any of them, in light of the circumstances in which they are made, not misleading.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Seller that each statement contained in this Article V is true and correct as of the date hereof and will be true and correct on the Closing Date.

5.1 Binding and Enforceable Agreement. The Purchaser is a corporation, duly organized and existing under the Laws of the State of North Carolina. The Purchaser has the requisite power, right and authority to enter into this Agreement and each Ancillary Agreement and perform its obligations contemplated by this Agreement and the Ancillary Agreement. The execution and delivery of this Agreement and the Ancillary Agreements to which the Purchaser is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement has been, and upon execution the Ancillary Agreements will be, duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery hereof and thereof by the Seller, this Agreement constitutes, and upon execution the Ancillary Agreements will constitute, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as such enforceability may be limited by the Enforceability Exceptions.

5.2 Litigation. There is no Action pending or, to the knowledge of the Purchaser, threatened against the Purchaser that (a) challenges or seeks to enjoin, alter or materially delay the consummation of the transactions contemplated by this Agreement, or (b) would reasonably be expected to have a material adverse effect on the Purchaser or the Purchaser's ability to consummate the transactions contemplated hereby and by the Ancillary Agreements.

ARTICLE VI
COVENANTS

6.1 Access to Books and Records. The Company and the Purchaser shall preserve for a period consistent with the Company's record-retention policies and practices currently in effect all records possessed or to be possessed by such party relating to any of the assets, Liabilities or business of the Business prior to the Closing. After the Closing Date, where there is a legitimate business purpose, such party shall provide the other party with access, upon prior reasonable written request specifying the need therefor, during regular business hours, to (a) the officers and employees of such party and (b) the books of account and records of such party, but, in each case, only to the extent relating to the assets, Liabilities or business of the Business prior to the Closing, and the other party and its representatives shall have the right to make copies of such books and records at their sole cost; provided, however, that the foregoing right of access shall not be exercisable in such a manner as to interfere unreasonably with the normal operations and business of such party. Such records may nevertheless be destroyed by a party if such party sends to the other party written notice of its intent to destroy records, specifying with reasonable particularity the contents of the records to be destroyed. Such records may then be destroyed after the 30th day after such notice is given unless the other party objects to the destruction, in which case the party seeking to destroy the records shall deliver such records to the objecting party at the objecting party's cost.

6.2 Consents. This Agreement will not constitute an assignment, attempted assignment or agreement to assign any Contract or Permit to the extent that any attempted assignment or agreement to assign such Contract or Permit without the consent of any Person would constitute a breach thereof or would impair the rights of the Company or the Purchaser thereunder and such consent is not obtained. If any such consent is not obtained prior to or at the Closing, then the Company will use its best efforts to obtain such consent; provided, however, that the Seller shall not be required to make any payment in order to obtain such consent. Until such consent is obtained, or the Contract or Permit to which such consent relates is novated or terminated, to the extent permissible under such Contract or Permit, the Purchaser will be entitled to receive all of the Company's benefits under such Contract or Permit and, to the extent it receives such benefits, will perform all of the obligations of the Company under such Contract or Permit. The Company will, at the Purchaser's request, do all such acts and things as the Purchaser may reasonably request to enable due performance of such Contract or Permit and to provide the Purchaser the benefits, subject to the obligations, of such Contract or Permit. Without limiting the generality of the foregoing, the Company will provide all reasonable assistance to the Purchaser (at the Purchaser's request) to enable the Purchaser to enforce its rights under each Contract or Permit for which a consent to assignment has not been obtained.

6.3 Mail and Receivables. The Company hereby irrevocably authorizes the Purchaser to receive and open all mail and other communications received by the Purchaser and addressed or directed to the Company and, to the extent relating to the Business (other than that relating to the Excluded Assets and the Excluded Liabilities), the Purchased Assets or the Assumed Liabilities, to act with respect to such communications in such manner as the Purchaser may elect. The Company will promptly deliver to the Purchaser the original of any mail or other communication received by the Company that relates to the Business (other than that relating to the Excluded Assets and the Excluded Liabilities), the Purchased Assets or the Assumed Liabilities. The Company hereby irrevocably authorizes the Purchaser after the Closing to endorse, without recourse, the name of the Company on any check or any other evidence of indebtedness received by the Purchaser on account of any of the Purchased Assets or the Business (other than that relating to the Excluded Assets and the Excluded Liabilities). If requested by the Purchaser, the Company will give one or more Persons designated by the Purchaser signing authority and funds transfer authority with respect to any bank account of the Company which receives any payment relating to the Business or the Purchased Assets (including payments for services provided on or after the Effective Time). The Company will, and the Shareholder will cause the Company to, promptly remit to the Purchaser any payment relating to the Business (other than that relating to the Excluded Assets or the Excluded Liabilities) or the Purchased Assets that the Company receives after the Effective Time.

6.4 Further Assurances; Overlooked Contract Assignments.

(a) The Purchaser and the Company shall execute such documents and other instruments and take such further actions as may be reasonably required or desirable to carry out the provisions of this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. Upon the terms and subject to the conditions hereof, the Purchaser and the Company shall use their reasonable best efforts to take or cause to be taken all actions and to do or cause to be done all other things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and the Ancillary Agreements. If requested by the Company, the Purchaser will provide written confirmation to the other parties to any Assigned Contract of the Purchaser's assumption thereof in the form reasonably agreed to by the Purchaser and the parties to such Assigned Contract.

(b) At any time on or before the six-month anniversary of the Closing, the Purchaser may provide written notice to the Company identifying one or more Excluded Contracts that are Related to the Business that the Purchaser determines relate to the Business in such a manner that they should be assigned to the Purchaser (an "Overlooked Contract"). Promptly following receipt of any such notice, the Company shall assign to the Purchaser (pursuant to a form of assignment prepared by the Purchaser and reasonably acceptable to the Company) any such Overlooked Contract, and any proceeds or rights thereto identified by the Purchaser, with such assignment deemed to be effective as of the Effective Time or such later date as the Purchaser shall specify. From and after the effective time of such assignment of any such Overlooked Contract, such Overlooked Contract shall be deemed not to be an Excluded Contract but rather to be an Assigned Contract and part of the Company.

6.5 Use of Names; Change of Company Name. After the Closing, neither the Seller, nor any of its respective Affiliates, will use or operate under the name "J.J. Jenkins, Incorporated" or any other name that has been used by the Company in connection with the Business or any logo associated therewith, any variation or modification thereof or any confusingly similar trade or assumed name, trade or service mark, logo, copyright, slogan, domain name or URL. Within ten (10)days of the Closing Date, the Company will have caused its name to be changed to a name that is not similar to or in any manner subject to confusion with its present name or any other name that has been used by the Company in connection with the Business.

6.6 Litigation Support. If any Party is evaluating, pursuing, contesting or defending against any Action (other than any Action for which a Party is entitled to indemnification) in connection with (a) the transactions contemplated by this Agreement or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction prior to the Closing Date involving any Party hereto, each other Party will cooperate with such Party and such Party's counsel in the evaluation, pursuit, contest or defense, make available its personnel, and provide such testimony and access to its Books and Records as may be necessary in connection therewith. The evaluating, pursuing, contesting or defending Party will reimburse each other Party for its out-of-pocket expenses related to such cooperation (unless the contesting or defending Party is entitled to indemnification under this Agreement).

6.7 Material Customer and Other Business Relationships. After the Closing, the Seller and Jenkins shall reasonably cooperate with the Purchaser in its efforts to continue and maintain for the benefit of the Purchaser relationships existing prior to the Closing relating to the Business, including relationships with lessors, employees, independent contractors, regulatory authorities, licensors, customers, suppliers, payors and others, and the Seller will satisfy the Excluded Liabilities in a manner that is not detrimental to any of such relationships. The Seller will refer to the Purchaser all inquiries relating to the Business. Neither any Seller nor any of its respective Affiliates, officers, employees, agents or the Shareholder shall take any action that would tend to diminish the value of the Purchased Assets, the Business or the Purchaser after the Closing or would interfere with the Business after the Closing, including disparaging the name or business of the Purchaser to any lessor, employee, independent contractor, regulatory authority, licensor, customer, supplier, payor, or other Person with or through whom Purchaser does or may conduct the Business.

ARTICLE VII
INDEMNIFICATION

7.1 Indemnification by the Seller. Subject to the limitations set forth herein, following the Closing the Seller shall indemnify and defend the Purchaser against, and shall release and hold the Purchaser harmless from, any loss, liability, claim, demand, Order, penalty, fine, settlement payment, Liability, Tax, encumbrance, diminution in value, charge, action, suit, proceeding, damage or expense (including any reasonable attorneys' fees and expenses), whether or not involving a third-party claim (collectively, "Losses") incurred by the Purchaser resulting from or arising out of:

(a) any breach or inaccuracy of any representation and warranty made by the Seller or Jenkins contained in this Agreement or in any Ancillary Agreement (other than an Employment Agreement);

(b) any breach of, or failure of the Seller to perform, any covenant or agreement or obligation of the Seller contained in this Agreement or in any Ancillary Agreement (other than an Employment Agreement);

(c) any Excluded Assets or Excluded Liabilities; and

(d) any claim of a third party to any rights in the Purchased Assets which arises out of the transfer of the Purchased Assets by the Company to the Purchaser.

7.2 Indemnification by the Purchaser. Subject to the limitations set forth herein, following the Closing the Purchaser shall indemnify and defend the Seller against, and shall hold the Seller harmless from, any Loss incurred by the Seller resulting from or arising out of:

(a) any breach or inaccuracy of any representation and warranty of the Purchaser contained in this Agreement or in any Ancillary Agreement (other than an Employment Agreement);

(b) any breach of, or failure of the Purchaser to perform, any covenant or agreement of the Purchaser contained in this Agreement or in any Ancillary Agreement; and

(c) any Assumed Liability.

7.3 Survival and Limitations. All representations, warranties, covenants and agreements contained in this Agreement shall survive (and not be affected in any respect by) the Closing for the applicable statute of limitations.

7.4 Jenkins' Indemnification. Jenkins is agreeing to indemnify the Purchaser only with respect to those matters which Jenkins is specifically referred to as being a responsible Party.

ARTICLE VIII
MISCELLANEOUS

8.1 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given (a) on the date established by the sender as having been delivered personally, (b) on the date delivered by a private courier as established by the sender by evidence obtained from the courier, (c) if delivered by email, on the date indicted by the confirmation of receipt received by the sender, or, if no such confirmation of receipt is received by the sender, then the date that the recipient actually receives the email (email that is received by a so called "spam filter" or similar filter shall not be deemed received unless and until the recipient actually views the email in such filter or such email is delivered to the intended email address), or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications, to be valid, must be addressed as follows:

If to J.J. Jenkins, Incorporated or Jenkins

Mr. Joseph J. Jenkins, Jr.
3380 Smith Farm Road
Stallings, North Carolina 28104

If to Purchaser:

Leesona Corp
2727 Tucker Street
Burlington, North Carolina 27215
Attention: Matt Clark

or to such other address or to the attention of such Person or Persons as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

8.2 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.3 Expenses. Except as expressly set forth herein, each party hereto shall bear its own costs and expenses in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby, including all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties, whether or not the transactions contemplated by this Agreement are consummated.

8.4 Successors and Assigns. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto; provided, however, that the Purchaser may assign any or all of its rights or interests, or delegate any or all of its obligations (so long as the Purchaser remains liable for all of its obligations under this Agreement, which the parties acknowledge shall occur as a matter of law if Purchaser merges with and into another Person), in this Agreement and the Ancillary Agreements to (a) any successor to the Purchaser or any acquirer of a material portion of the business or assets of the Purchaser, (b) one or more of the Purchaser's Affiliates, or (c) any lender to the Purchaser or its Affiliates as security for obligations to such lender. Subject to the foregoing, all of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and permitted assigns.

8.5 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the State of North Carolina, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina.

8.6 Arbitration; Submission to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial.

(a) If a dispute arises out of or relating to this Agreement, or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. Except with respect to disputes involving injunctive relief, if the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute through mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association before having recourse to arbitration. The Parties agree to conclude such mediation within forty-five (45) days of the filing of the Request for Mediation. Any dispute not resolved by mediation (except with respect to disputes involving injunctive relief) shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each Party shall be entitled to reasonable discovery rights, and issues as to discovery shall be determined by the arbitral panel applying the laws of the State of North Carolina without regard to conflicts of laws. Judgment on the Arbitration Award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. The location of any mediation or arbitration shall be Charlotte, North Carolina.

(b) For disputes not addressed in Section 8.6(a), the Parties hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state courts located within Mecklenburg County in the State of North Carolina over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts.. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each of the Parties hereby consents to process being served by any party to this Agreement in any suit, action, or proceeding by delivery of a copy thereof in accordance with the provisions of Section 8.1.

(d) THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT; OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

8.7 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, email, or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Agreement.

8.8 No Third Party Beneficiaries. The terms and provisions of this Agreement and the Ancillary Agreements are intended solely for the benefit of the parties and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Agreement does not confer any such rights, upon any other Person.

8.9 Entire Agreement. This Agreement, the Ancillary Agreements, the Schedules and the other documents, instruments and agreements specifically referred to herein or therein or delivered pursuant hereto or thereto set forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby and thereby.

8.10 Captions. All captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

8.11 Severability. Whenever possible, each provision, term, clause and phrase of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. Any provision, term, clause or phrase of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions, terms, clauses and phrases hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision, terms, clause or phrase in any other jurisdiction.

8.12 Specific Performance. Each Party agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by it in accordance with the terms hereof, and that each party shall be entitled to specific performance of the terms hereof in addition to any other remedy available at Law or in equity.

8.13 Interpretation.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Exhibits/Schedules. The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement. Any matter set forth on any of the Schedules hereto shall be deemed set forth in all other Schedules to the extent there is a specific cross-reference or to the extent the relevance of such matter to another Schedule is readily apparent from the face of the disclosure. The information contained in this Agreement, the Schedules and Exhibits is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including any violation of applicable Law or breach of contract).

(iii) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(iv) Headings. The provision of a Table of Contents (if provided), the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(v) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vi) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement and the Ancillary Agreements and, in the event that an ambiguity or question of intent or interpretation arises, this Agreement and the Ancillary Agreements 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 or any Ancillary Agreement.

[Signature Page Follows]

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

PURCHASER:

LEESONA CORP

By:
Name: Matthew L. Clark
Title: President & CEO

COMPANY:

J.J. JENKINS, INCORPORATED

By:
Name: Joseph J. Jenkins, Jr.
Title: PRESIDENT

Jenkins is executing this Agreement solely for the purpose of agreeing to be contractually responsible for the matters set forth herein which specifically refer to Jenkins as a responsible party for the representation being made.

This 18 day of April, 2024.

Joseph J. Jenkins, Jr.

[Asset Purchase Agreement Signature Page]