IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

BACHMANN INC. f/k/a 1 SEO.COM INC, a Pennsylvania Corporation; and LANCE BACHMANN; Plaintiffs, v. 1SEO DIGITAL AGENCY, LLC, a Delaware limited liability company; 1SEO HOLDINGS, LLC, a Delaware limited liability company; SKYHARBOR, LLC d/b/a SKYHARBOR CAPITAL PARTNERS; JOHN SHOAF; and JOHN DOES 1 through 10. Defendants.	C.A. No. _____

INTRODUCTION

Plaintiffs Bachmann Inc. f/k/a 1 SEO.com Inc., ("Company") and Lance Bachmann ("Bachman") (collectively "Plaintiffs"), by and through their undersigned attorneys, bring this complaint against Defendants 1SEO Digital Agency, LLC ("Digital Agency"), 1SEO Holdings, LLC ("Holding Company"), Skyharbor LLC d/b/a Skyharbor Capital Partners ("Skyharbor"), John Shoaf ("Shoaf"), and John Does 1 through 10 ("Doe Defendants") (collectively "Defendants"), and hereby allege as follows:

PARTIES

1. Plaintiff Company is a Pennsylvania corporation with its principal place of business in Bristol, Pennsylvania. On February 17, 2023, the Company sold substantially all of its assets to Defendant Digital Agency.

2. Plaintiff Bachmann is a Citizen of Pennsylvania who resides and is domiciled in Fort Washington, Pennsylvania. Plaintiff Bachmann is the founder and majority owner of Plaintiff

Company. On February 17, 2023, as part of the sale of substantially all of the Company's assets to Defendant Digital Agency, Bachmann was made a member of the Digital Agency.

3. Defendant Digital Agency is a Delaware Limited Liability Company with no Pennsylvania members. On February 17, 2023, the Digital Agency purchased substantially all of the Plaintiff Company's assets, partially in exchange Plaintiff Bachmann was made a member of the Digital Agency.

4. Defendant Holding Company is a Delaware Limited Liability Company with no Pennsylvania members. On July 26, 2023, Defendant Holding Company acquired Plaintiff Bachmann and his family's members units in Defendant Digital Agency and, upon information and belief, is now the majority or sole member of the Digital Agency.

5. Defendant Skyharbor is a Wyoming Limited Liability Company with no Pennsylvania members. Defendant Skyharbor financed Defendant Digital Agency's acquisition of substantially all of Plaintiff Company's assets and Defendant Holding Company's acquisition of Plaintiff Bachmann's units in the Digital Agency. Upon information and belief, Defendant Skyharbor is now the majority or sole member of the Digital Agency and Holding Company.

6. Defendant Shoaf is a Citizen of Florida who resides and is domiciled in Maimi, Florida. Shoaf is, and at all relevant times was, the Executive Chairman of Defendant Digital Agency, Executive Chairman of Defendant Holding Company, and Managing Partner of Defendant Skyharbor. Upon information and belief, Defendant Shoaf is the principal of the Digital Agency, Holding Company, and Skyharbor.

7. The Doe Defendants are persons and/or entities that participated in and/or benefited from the unlawful and actionable conduct alleged herein, but whose identities are presently unknown.

JURISDICTION AND VENUE

8. This Court has diversity jurisdiction under 28 U.S.C. § 1332 because Plaintiffs and Defendants are citizens of different states, and the amount in controversy in this matter is greater than $75,000.

9. Venue is proper in this district under 28 U.S. Code § 1391(2) because a substantial part of the events or omissions giving rise to Plaintiffs occurred in this judicial district. Venue is also properly in this District pursuant to Section 6(g) of the Purchase Agreement (defined below) which requires that "[a]ny action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Note shall be brought exclusively in a Federal District Court or State Court located in Wilmington, Delaware[.]"

FACTUAL BACKGROUND

10. Plaintiff Bachmann founded Plaintiff Company in 2009 and subsequently grew it into one of the nation's leading digital marketing companies.

11. On February 17, 2023, Plaintiff Company sold substantially all of its assets to Defendant Digital Agency through an Asset Purchase Agreement ("Purchase Agreement") attached hereto as Exhibit A.

12. The Purchase Agreement defined Plaintiffs Company and Bachmann collectively as Sellers. Exhibit A at 1.

13. Defendant Shoaf signed the Purchase Agreement on behalf of Defendant Digital Agency. Exhibit A at 59.

14. During the negotiation of the Purchase Agreement, Defendant Shoaf acted on behalf of Defendant Digital Agency by, *inter alia*, negotiating with Plaintiffs and agreeing to essential deal terms.

15. Under the Purchase Agreement, Plaintiff Sellers were promised both a Cash Payment and Earnout Payment. Plaintiff Bachmann also received units in Defendant Digital Agency. Exhibit A at § 1.3

16. The Earnout Amount was to be calculated over the twenty-four (24) month period after the Closing Date (the "Earnout Measurement Period"), namely from February 17, 2023, to February 17, 2025, and based upon EBITDA of assets Defendant Digital Agency acquired from Plaintiff Company (the "Business") during that period according to the below table. Exhibit A at § 1.4

24-MO EBITDA	Annual Avg	Earnout	Total EV
5,300,000	2,650,000	-	13,000,000
5,400,000	2,700,000	428,571	13,428,571
5,500,000	2,750,000	857,143	13,857,143
5,600,000	2,800,000	1,285,714	14,285,714
5,700,000	2,850,000	1,714,286	14,714,286
5,800,000	2,900,000	2,142,857	15,142,857
5,900,000	2,950,000	2,571,429	15,571,429
$ 6,000,000	**$ 3,000,000**	**3,000,000**	**$16,000,000**

17. Within twenty (20) days of the Earnout Measurement Period ending, Defendant Digital Agency or its accountant was required to prepare and deliver to Plaintiff Company a report (the "Earnout Report") containing the financial statements of the Business for the Earnout Measurement Period and setting forth Defendant Digital Agency's calculation of the cumulative EBITDA for the Earnout Measurement Period and the resulting Earnout Amount. Exhibit A at § 1.5.

18. Within 10 days of receiving the Earnout Report the Company was allowed to object to the calculation of the cumulative EBITDA for the Earnout Measurement Period and the resulting

Earnout Amount prepared by Buyer or Buyer's Accountant, by delivering a detailed written statement (the "Earnout Objections Statement") describing the objections to Defendant Digital Agency. Exhibit A at § 1.5.

19. The Purchase Agreement does not define the term EBITDA or provide for how a dispute raised through an Earnout Objections Statement is to be specifically resolved.

20. The Purchase Agreement only contains a general venue selection clause that requires all disputes between the Parties be brought exclusively in a Federal District Court for the District of Delaware located in Wilmington, Delaware, or a Delaware State Court located in New Castle County, Delaware. Exhibit A at § 9.10.

21. Nonetheless, prior to closing Defendant Shoaf promised Plaintiffs, including Plaintiff Bachmann personally, that they would receive a properly calculated Earnout Payment in exchange for Plaintiff Bachmann agreeing to sell Plaintiff Company's assets to Defendant Digital Agency.

22. After the Closing Date, a dispute arose over the calculation of the Cash Payment also promised in the Purchase Agreement.

23. On July 26, 2023, this dispute was resolved through a Settlement and Redemption Agreement ("Settlement Agreement") attached hereto as Exhibit B..

24. Defendant Shoaf signed the Settlement Agreement on behalf of Defendants Digital Agency and Defendant Holding Company. Exhibit B at 8.

25. During this dispute, Defendant Shoaf acted on behalf of Defendant Digital Agency by, *inter alia*, negotiating with Plaintiffs and agreeing to essential deal terms that were memorialized in the Settlement Agreement.

26. Under this Settlement Agreement, Plaintiff Bachmann received a cash payment but transferred his units in Defendant Digital Agency to Defendant Holding Company. Exhibit B at 1 ¶ D.

27. On March 7, 2025, Defendant Digital Agency sent Plaintiff Company a three (3) page document indicating an Earnout Amount of $0, but not providing full and complete financial statements and information demonstrating how the purported EBITDA was calculated. A copy of such document is attached hereto as Exhibit C.

28. On March 17, 2025, Plaintiff Company, through its counsel, sent Digital Holdings an Earnout Objections Statement attached hereto to as Exhibit D.

29. Plaintiff Company objected to the fact it was unable to assess, let alone provide, a detailed objection to Defendant Digital Agency's method for calculating EBITDA because Defendant Digital Agency did not provide any financial statements.

30. Plaintiff Company also objected to Defendant Digital Agency's lack of good faith and negligence in running the Business and demanded that Defendant Digital Agency pay the maximum Earnout Amount of $3,000,000.

31. On April 11, 2025, the Parties tried to resolve this dispute through a teleconference call.

32. During this teleconference, Defendant Shoaf acted on behalf of Defendant Digital Agency by, *inter alia*, interacting directly with Plaintiffs.

33. On April 14, 2025, Defendant Holding Company and Digital Agency sent a cease-and-desist letter, attached hereto as Exhibit E, to Plaintiff Bachmann's counsel, demanding he stop "threatening" to breach covenants contained within the Purchase and Settlement Agreements, which they claim he did during the April 11, 2025, teleconference.

34. On April 16, 2025, Plaintiff Bachmann, through counsel, responded with a letter, attached hereto as Exhibit F, noting that he has not violated any such covenants and demanding to review Defendant Digital Agency's Balance Sheets, Income Statements (Profit and Loss), and Statements of Cash Flow during the Earnout Measure Period.

35. To date, none of the Defendants have responded to Plaintiff Bachmann's demand to produce financial information as required in the Purchase Agreement, or paid Plaintiffs the amounts owed under the Purchase Agreement.

36. Upon information and belief, Defendants Digital Agency, Holding Company, Skyharbor, Shoaf, and John Does 1 through 10 are collectively engaged in gross fraud and corporate mismanagement.

37. Defendants Holding Company, Skyharbor, Shoaf, and John Does 1 through 10 have removed assets from Defendant Digital Agency and comingled those funds with their own to manipulate the EBITDA of Defendant Digital Agency and deprive Plaintiffs of the Earnout Payment they were promised under the Purchase Agreement and personally by Defendant Shoaf.

38. Defendant Shoaf has personally directed Defendant Digital Agency to withhold financial statements from Plaintiff Company to conceal Defendants' fraud.

39. Defendants Digital Agency, Holding Company, Skyharbor, and John Doe's 1 through 10 knew of Defendant Shoaf's conduct, and have actively participated and assisted in the same.

40. At all relevant times, each Defendant, whether fictitiously named or otherwise, was the agent, servant, or employee of the others, and was acting within the scope of such agency, enterprise, relationship, services, or employment.

COUNT I
BREACH OF CONTRACT – EARNOUT PAYMENT
(All Plaintiffs v. 1SEO Digital Agency, LLC)

41. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

42. In exchange for its assets, Defendant Digital Agency promised Plaintiffs, collectively as Sellers, an Earnout Payment based upon the cumulative EBITDA of the Business between February 17, 2023, and February 17, 2025.

43. Plaintiff Company conferred substantially all of its assets on Defendant Digital Agency but to date has not received any Earnout Payment from Defendant Digital Agency.

44. To date, Defendant Digital Agency has not offered any explanation for its failure to make an Earnout Payment or produced financial statements showing that cumulative EBITDA of the Business between February 17, 2023, and February 17, 2025, supports an Earnout Payment calculation of $0.

45. Defendant Digital Agency's failure to make an Earnout Payment has deprived Plaintiffs of a substantial amount of the consideration they were promised in exchange for Plaintiff Company's assets.

46. Plaintiffs are entitled to a full Earnout Payment based upon cumulative EBITDA of the Business between February 17, 2023, and February 17, 2025, and as properly calculated pursuant to Section 1.4 of the Purchase Agreement.

COUNT II
BREACH OF CONTRACT – EARNOUT REPORT
(All Plaintiffs v. 1SEO Digital Agency, LLC)

47. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

48. As part of the Purchase Agreement, Defendant Digital Agency promised Plaintiffs, collectively as sellers, that within twenty days (20) of the Earnout Calculation Period ending on

February 17, 2025 it would "prepare and deliver to the Company a report (the 'Earnout Report') containing the financial statements of the Business for the Earnout Measurement Period and setting forth Buyer's calculation of the cumulative EBITDA for the Earnout Measurement Period and the resulting Earnout Amount." Exhibit A §– 1.5.

49. The document Plaintiff Company received from Defendant Digital Agency on March 7, 2025, does not contain proper or complete financial statements or other documents evidencing Defendant Digital Agency's calculation of cumulative EBITDA for the Earnout Calculation Period.

50. As a result of Defendant Digital Agency's failure to provide such financial statements, Plaintiffs have been unable to determine Defendant Digital Agency's cumulative EBITDA between February 17, 2023, and February 17, 2025, and, in turn, the amounts they are owed under the Purchase Agreement.

51. Plaintiffs are entitled to a complete Earnout Report including financial statements that show how Defendant Digital Agency calculated EBITDA for the period between February 17, 2023, and February 17, 2025, or the Earnout Payout.

COUNT III
BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
(All Plaintiffs v. 1SEO Digital Agency, LLC)

52. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

53. Defendant Digital Agency's arbitrary and unreasonable refusal to prepare and deliver a proper and complete Earnout Report to Plaintiff Company and otherwise provide the Company with access to financial statements showing cumulative EBITDA between February 17, 2023, and February 17, 2025, has deprived Plaintiffs of the benefits they bargained for in agreeing to sell the Company's assets to the Digital Agency.

54. Defendant's ongoing refusal to provide proper and complete financial statements demonstrates ongoing bad faith and has damaged Plaintiffs.

55. Plaintiffs are entitled to good faith efforts in preparing an Earnout Report including financial statements showing cumulative EBITDA between February 17, 2023, and February 17, 2025, and an Earnout Payment based on the same.

COUNT IV
TORTIOUS INTERFERENCE WITH A CONTRACT
(All Plaintiffs v. John Shoaf)

56. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

57. Through the Purchase Agreement, Plaintiffs, collectively as Sellers, and Defendant Digital Agency entered into a contract whereby Plaintiffs agreed to sell Plaintiff Company's assets in partial exchange for receiving an Earnout Payment based upon EBITDA from those assets over the period between February 17, 2023, and February 17, 2025.

58. Defendant Shoaf knew this contract existed because he signed it on behalf of Defendant Digital Agency.

59. Nonetheless, Defendant Shoaf intentionally prevented Defendant Digital Agency from making an Earnout Payment or even providing financial statements showing cumulative EBITDA between February 17, 2023, and February 17, 2025, to Plaintiffs.

60. By also preventing Defendant Digital Agency from providing financial statements showing how EBITDA was calculated between February 17, 2023, and February 17, 2025, to Plaintiff Company, Defendant Shoaf has eliminated any justification for his interference with the Purchase Agreement.

61. Defendant Shoaf's actions were without justification and have resulted in Plaintiffs not receiving the full benefit they were promised under the Purchase Agreement.

62. In interfering with the Purchase Agreement, Defendant Shoaf acted with wanton and willful disregard to the rights of Plaintiffs thereunder.

63. Plaintiffs are entitled to compensatory damages for this interference, including a full and properly calculated Earnout Payment and delivery of an Earnout Report complete with financial statements.

64. Plaintiffs are also entitled to reasonably proportionate punitive damages.

COUNT V
FRAUDULENT INDUCEMENT
(All Plaintiffs v. John Shoaf)

65. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

66. Defendant Shoaf represented to Plaintiffs generally, and Plaintiff Bachmann personally, that Defendant Digital Agency would make an Earnout Payment based upon the Business' cumulative EBITDA for period between February 17, 2023, and February 17, 2025.

67. Defendant Shoaf knew that this representation was false, and that Defendant Digital Agency never intended to make any Earnout Payment to Plaintiff or even provide Plaintiff financial statements demonstrating cumulative EBITDA for the period between February 17, 2023, and February 17, 2025.

68. Defendant Shoaf made this misrepresentation with the intent that Plaintiffs would sell Plaintiff Company's assets to Defendant Digital Agency without receiving the full consideration they bargained for.

69. Plaintiffs reasonably relied upon Defendant Shoaf's representation as the principal of Defendant Digital Agency.

70. Plaintiffs received less than the consideration they were promised in exchange for Plaintiff Company's assets as a result of Defendant Shoaf's misrepresentation.

71. Defendant Shoaf's fraud was gross, oppressive, and aggravated, and breached the confidence of Plaintiff Bachmann.

72. Plaintiffs are entitled to compensatory damages in the form of a full and properly calculated Earn Out Payment and delivery of an Earnout Report complete with financial statements.

73. Plaintiffs are also entitled to reasonably proportionate punitive damages.

COUNT VI
INTENTIONAL FRAUDULENT TRANSFER
(All Plaintiffs v. All Defendants)

74. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

75. Defendants orchestrated transfers of tangible and intangible rights, property and assets ("Transfers") from Defendant Digital Agency to Defendants Holding Company, Skyharbor, Shoaf, and/or John Doe 1 thorough 10 shell entities that they owned/controlled with actual intent to hinder, delay or defraud Plaintiffs from recovering amounts due to them under the Purchase Agreement.

76. The entities making the Transfers received less than reasonably equivalent value in exchange for the Transfers and were insolvent when the Transfers were made, or became insolvent as a result of the Transfers, and proceeded with the transactions described in this Complaint knowing, in light of the Transfers, that one or more of the Defendants had or would have insufficient assets to satisfy Defendant Digital Agency's obligations to Plaintiffs under the Purchase Agreement.

77. Plaintiffs are entitled to void all Transfers and to recover the value from any initial transferee or the persons/entities for whose benefit such Transfers were made, and/or from any subsequent transferees of such initial transferees.

78. Plaintiffs are also entitled to an attachment, an injunction, a levy of execution against the assets transferred or their proceeds, or any other relief the circumstances may require.

COUNT VII
AIDING AND ABETTING FRAUD
(All Plaintiffs v. All Defendants)

79. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

80. As set forth above, Defendants engaged in fraudulent conduct, by inducing Plaintiffs to sell substantially all of Plaintiff Company's assets in exchange for consideration that Defendants never intended to be paid and transferring assets among and between each other to prevent Plaintiffs from receiving the amounts owed to them under the Purchase Agreement.

81. Defendants knew about each other's fraudulent conduct.

82. Defendants substantially assisted each other's fraudulent conduct by refusing (and continuing to refuse) Plaintiffs' access to financial statements demonstrating the Business' cumulative EBITDA for the period between February 17, 2023, and February 17, 2025, and making and accepting transfers of asserts by and between one another.

83. Plaintiffs are entitled to relief from such fraud from all Defendants jointly and severally.

COUNT VIII
CIVIL CONSPIRACY
(All Plaintiffs v. All Defendants)

84. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

85. As set forth above, Defendants, and each of them, acted in concert to support their common purpose to harm Plaintiff.

86. Each Defendant committed at least one overt act in furtherance of such conspiracy.

87. Each Defendant acted with the common intent to harm Plaintiffs and understood that all other Defendants shared in that common purpose.

88. Defendants' conduct was willful, wanton, malicious and oppressive.

89. Defendants' unlawful conspiracy has directly, legally and proximately caused and continue to cause Plaintiff harm as heretofore alleged.

90. Plaintiffs are entitled to relief for all damages arising from the conspiracy from all Defendants jointly and severally.

COUNT IX
PIERCING THE CORPORATE VEIL
(All Plaintiffs v. All Defendants)

91. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

92. There exists, and at all times material hereto existed, a unity of interest in ownership, such that any individuality and separateness between Defendant Digital Agency, Defendant Holding Company, Defendant Skyharbor, and Defendant Shoaf, and Defendants John Does 1 through 10, ceased and the business entity known as 1 SEO Digital Agency LLC, and operated as the alter ego of Defendants Holding Company, Skyharbor, Shoaf, John Does 1 through 10, and of each other.

93. Defendant Shoaf operated Defendants Digital Agency, Holding Company, Skyharbor, and John Does 1 through 10 as a single corporate combine without regard to or respect for the corporate form or separateness.

94. Defendant Shoaf exercised dominion and control over Defendants Digital Agency, Holding Company, Skyharbor, and John Does 1 thorough 10.

95. Proceeds related to promises made by Defendant Digital Agency were paid by Defendants Holding Company, Skyharbor, Shoaf, and John Does 1 through 10 resulting in the routine commingling of personal and business funds without regard for separateness.

96. Therefore, each Defendant is liable for all torts committed by the others.

97. Plaintiffs are entitled to relief from each Defendant for all torts committed by any other Defendant.

COUNT X
UNJUST ENRICHMENT / QUANTUM MERUIT
(All Plaintiffs v. All Defendants)

98. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

99. At Defendant Shoaf's direction, Defendant Digital Agency has not paid amounts promised to Plaintiffs under the Purchase Agreement and/or proceeds from the Business or assets Plaintiffs sold to Digital Holdings were transferred to Defendants Holding Company, Skyharbor, Shoaf, and/or John Does 1 through 10.

100. Defendants economically benefited from, and were unjustly enriched by, the withholding and/or transferring of amounts owed to Plaintiffs under the Purchase Agreement.

101. The retention and use of said economic benefit by Defendants is fundamentally unjust and contrary to equity jurisprudence.

102. Defendants are jointly and severally liable to Plaintiffs as prototypical alter egos liable in such an amount that is determined to be due and owing.

103. There is no adequate remedy at law.

104. Plaintiffs are entitled to an order disgorging Defendants of all revenues and profits from their scheme.

COUNT XI
CONSTRUCTIVE TRUST
(All Plaintiffs v. All Defendants)

105. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

106. Defendants gained and asserted title to property and have ownership of assets and money due to their alleged fraudulent conduct, as outlined above.

107. Defendants owed a duty to pay Plaintiffs the amount promised under the Purchase Agreement and not to siphon assets.

108. As outlined above, Defendants wrongfully retained proceeds and were unjustly enriched.

109. Defendants are jointly and severally liable to Plaintiffs as prototypical alter egos liable in such an amount that is determined to be due and owing.

110. There is no adequate remedy at law.

111. Plaintiffs are entitled to an order disgorging Defendants of all revenues and profits from their scheme.

COUNT XII
APPOINTMENT OF A RECEIVER
(All Plaintiffs v. 1SEO Digital Agency LLC and 1SEO Holdings LLC)

112. Plaintiffs reallege and incorporate the paragraphs above as if fully set forth herein.

113. As outlined above, Defendants are engaged in fraud, gross mismanagement and/or positive misconduct by its members, officers, director and duly authorized agents and representatives.

114. It is believed that Defendants Skyharbor, Shoaf, and/or John Does 1 through 10 are using Defendants Digital Agency and Holding Company, both Delaware entities, to engage in

fraud and gross misconduct as outlined above and to prevent Plaintiffs from receiving the amounts owed to them under the Purchase Agreement.

115. Without Court intervention, a Delaware entity and its members, officers, and directors can continue to carry on fraudulent activities, all to the detriment of their other members and creditors.

116. Given the nature of the Defendants' fraud, the disregard for corporate formalities and the indications that the Defendants are using/can be using a Delaware entity to perpetuate further actionable conduct, there are extreme circumstances showing imminent danger of great loss which cannot otherwise be prevented.

117. Plaintiffs are entitled to the appointment of a receiver.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Bachmann Inc. and Lance Bachman respectfully request this Court to grant the following relief:

A. Enter a monetary judgment in favor of Plaintiffs and against Defendants including compensatory and punitive damages together with pre and post judgment interest;

B. Order Defendant Digital Agency to prepare and deliver an Earnout Report complete with financial statements demonstrating how EBITDA was calculated for the period between February 17, 2023, and February 17, 2025;

C. Void all Transfers and recover their value from any initial/subsequent transferee or the entities for whose benefit such Transfers were made;

D. Grant an attachment, an injunction, a levy of execution against the assets transferred or their proceeds, or any other relief the circumstances may require;

D. Order the disgorgement of all revenues and profits Defendant earned or received from their fraudulent scheme;

E. Appoint a receiver for 1SEO Digital Agency LLC and 1 SEO Holdings LLC; and,

F. Grant such other and further relief as this Honorable Court may deem just and proper under the circumstances.

Dated: May 1, 2025

FOX ROTHSCHILD LLP

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EXHIBIT “A”

Execution Version

ASSET PURCHASE AGREEMENT

by and among

1SEO DIGITAL AGENCY, LLC,

1SEO.COM INC.,

and

LANCE BACHMANN

Dated February 17, 2023

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

Page

TABLE OF CONTENTS
(continued)

Page

EXHIBITS AND SCHEDULES

TABLE OF CONTENTS
(continued)

Page

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into on February 17, 2023, by and among 1SEO Digital Agency, LLC, a Delaware limited liability company ("Buyer"), 1SEO.com Inc., a Pennsylvania corporation (the "Company"), and Lance Bachmann ("Shareholder", and collectively with the Company, the "Sellers", and each individually, a "Seller"). Buyer, the Company and the Shareholder may be referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Company is engaged in the Business;

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

WHEREAS, a portion of the purchase price payable by Buyer to the Company shall be placed in escrow by Buyer, the release of which shall be contingent upon certain events and conditions, all as set forth in this Agreement and the Escrow Agreement; and

WHEREAS, the Shareholder owns all of the outstanding equity of the Company and is intimately familiar with the operation of the Company and will receive substantial economic benefits from the transactions contemplated hereby;

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

ARTICLE 1

BASIC TRANSACTION

1.1 Purchase and Sale of Assets. In accordance with the terms and upon the conditions of this Agreement, at the Closing, the Company shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from the Company, free and clear of all Liens, all right, title and interest in and to the Acquired Assets.

1.2 Assumption of Liabilities. In accordance with the terms and upon the conditions of this Agreement, at the Closing, Buyer shall assume all of the Assumed Liabilities. Buyer shall not assume, and shall not have any responsibility with respect to, the Excluded Liabilities.

1.3 Purchase Price. The aggregate purchase price for the Acquired Assets (the "Purchase Price") shall consist of:

(a) the Cash Payment, subject to adjustment as provided in this ARTICLE 1; plus

(b) the Earnout Amount, to the extent earned and payable, to the Company in accordance with Section 1.4 and Section 1.5; plus

(c) One Million Three Hundred Thousand Dollars ($1,300,000) (the "Indemnification Escrow Amount") to the escrow account established pursuant to the terms and conditions of the Escrow Agreement, to the extent ultimately distributed in accordance with the Escrow Agreement; plus

(d) Four Hundred Thousand Dollars ($400,000) (the "Working Capital Escrow Amount", and, together with the Indemnification Escrow Amount, the "Escrow Amount"), to the extent ultimately distributed in accordance with the Escrow Agreement; plus

(e) the Rollover Equity with an aggregate value of One Million Four Hundred Thousand Dollars ($1,400,000) (the "Rollover Amount"); plus

(f) the assumption of the Assumed Liabilities.

1.4 Calculation of Earnout Amount. The Earnout Amount shall be calculated in accordance with Schedule 1.4 over the twenty four (24) month period after the Closing Date (the "Earnout Measurement Period"), which earnout shall not exceed $3,000,000 in the aggregate and, to the extent earned, shall be converted to a subordinated promissory note (with quarterly payments of the over the following twelve months) ("Earnout Note"), in the form attached hereto as Exhibit B, at such time, or, if disputed by the Company, within ten (10) days of final resolution of the disputed amount.

1.5 Determination of Earnout Amount. Within twenty (20) days after the Earnout Measurement Period ends, Buyer, or Buyer's Accountant, shall prepare and deliver to the Company a report (the "Earnout Report") containing the financial statements of the Business for the Earnout Measurement Period and setting forth Buyer's calculation of the cumulative EBITDA for the Earnout Measurement Period and the resulting Earnout Amount. If the Company has any objections to the calculation of the cumulative EBITDA for the Earnout Measurement Period and the resulting Earnout Amount prepared by Buyer or Buyer's Accountant, then the Company will deliver a detailed written statement (the "Earnout Objections Statement") describing the objections to Buyer within ten (10) days after Buyer's or Buyer's Accountant's delivery of the Earnout Report. If the Company fails to deliver an Earnout Objections Statement within such ten (10) day period, then the calculation of the cumulative EBITDA for the Earnout Measurement Period and the resulting Earnout Amount set forth in the Earnout Report shall become final and binding on the Parties.

1.6 Estimated Cash Payment. At least five (5) Business Days prior to the date hereof, the Company shall have delivered to Buyer (a) a certificate signed by an officer of the Company setting forth the Company's best estimate of the Cash Amount, Debt Amount, Transaction Expenses Amount, Working Capital, Working Capital Surplus, if any, or Working Capital Deficit, if any, in each case as of the Closing Date and, based on such estimate, the determination of the estimated Cash Payment in accordance with the formula set forth in the definition of 'Cash Payment' (the "Estimated Cash Payment"), and (b) all records and work papers necessary to

compute and verify the information set forth in such certificate, all of which must be reasonably acceptable to Buyer.

1.7 Subscription Agreement. The Company shall deliver to Buyer the Subscription Agreement subscribing for the Rollover Equity in the form attached hereto as Exhibit A (the "Subscription Agreement").

1.8 Payment and Delivery of Purchase Price.

(a) Closing Payments. At the Closing, Buyer shall:

(i) pay the Estimated Cash Payment to the Company;

(ii) pay the Debt Amount, if any, pursuant to the payoff letters delivered by the Company to Buyer pursuant to Section 5.1(d);

(iii) deliver the Escrow Amount to the Escrow Agent for deposit into the escrow account to be held by Escrow Agent in accordance with the terms of this Agreement and the Escrow Agreement;

(iv) issue to the Company the Rollover Units; and

(v) pay the Transaction Expenses Amount pursuant to the direction of the Company.

(b) Cash Payment Adjustment. Within five (5) Business Days after the Cash Payment becomes final and binding in accordance with Section 1.9:

(i) if the Final Cash Payment exceeds the Estimated Cash Payment, then such excess shall be paid by Buyer to the Company in cash; or

(ii) if the Estimated Cash Payment exceeds the Final Cash Payment, then such excess shall be paid by the Sellers, jointly and severally, to Buyer in cash.

(c) Payments. All payments to the Company pursuant this Section 1.8 shall be made by wire transfer of immediately available funds to accounts designated by the Company in writing. All cash payments to Buyer pursuant to Section 1.8(b)(ii) shall be made by wire transfer of immediately available funds to an account designated by Buyer in writing.

(d) Withholding. The Parties, the Escrow Agent and any other applicable withholding agent will be entitled to deduct and withhold from any amounts payable pursuant to or as contemplated by this Agreement or the Escrow Agreement any Taxes or other amounts required under the Code or any applicable Law to be deducted and withheld, and, to the extent that any amounts are so deducted or withheld, such amounts will 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. Notwithstanding anything to the contrary herein, any compensatory amounts subject to payroll reporting and withholding that are payable pursuant to or as contemplated by this

Agreement or the Escrow Agreement shall be payable in accordance with the applicable payroll procedures of the Company.

1.9 Cash Payment Determination. Within one hundred twenty (120) days after the Closing Date, Buyer shall prepare and deliver to the Company a statement setting forth Buyer's calculation of the Cash Amount, Debt Amount, Transaction Expenses Amount, Working Capital, Working Capital Surplus, if any, and Working Capital Deficit, if any, in each case as of the Closing Date and, based on such calculations, its determination of the amount of the appropriate Cash Payment (the "Closing Statement"). If the Company has any objections to the Closing Statement prepared by Buyer, then the Company will deliver a detailed written statement (the "Objections Statement") describing (a) which items on the Closing Statement have not been prepared in accordance with this Agreement, (b) the basis for the Company's disagreement with the calculation of such items, and (c) the Company's proposed dollar amount for each item in dispute and the calculation used by the Company to support the same, to Buyer within thirty (30) days after delivery of the Closing Statement. If the Company fails to deliver an Objections Statement within such thirty (30) day period, then the Closing Statement shall become final and binding on all Parties. The Company shall be deemed to have agreed with all amounts and items contained or reflected in the Closing Statement to the extent such amounts or items are not disputed in the Objections Statement. If the Company delivers an Objections Statement within such thirty (30) day period, then the Company and Buyer will use commercially reasonable efforts to resolve any such disputes, but if a final resolution is not obtained within thirty (30) days after the Company has submitted any Objections Statements, any remaining matters which are in dispute will be resolved by an impartial nationally or regionally recognized firm of independent certified public accountants, other than Sellers' accountants or Buyer's accountants, appointed by mutual agreement of Buyer and Sellers, or, if Buyer and Sellers cannot agree, Buyer will appoint one accountant, Sellers will appoint one accountant, and those two accountants will select an accountant to settle such dispute in accordance with this Section (in each case, the "Accountant"). The Accountant will prepare and deliver a written report to Buyer and the Company and will submit a proposed resolution of such unresolved disputes promptly, but in any event within thirty (30) days after the dispute is submitted to the Accountant. Absent manifest error, the Accountant's determination of such unresolved disputes will be final and binding upon all Parties; provided, however, that no such determination shall be any more favorable to Buyer than is set forth in the Closing Statement or any more favorable to the Company than is proposed in the Objections Statement. The costs, expenses and fees of the Accountant shall be borne by the Company, on the one hand, and by Buyer, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Company or Buyer, respectively, bears to the aggregate amount actually contested by the Company and Buyer. The final Closing Statement, however determined pursuant to this Section 1.9, will produce the Working Capital Surplus, if any, or the Working Capital Deficit, if any, the final Debt Amount, the final Cash Amount and the final Transaction Expenses Amount to be used to determine the final Cash Payment (the "Final Cash Payment").

1.10 Calculations. All calculations of Working Capital under this Agreement, whether estimates or otherwise, shall be determined in accordance with the methodology set forth on Schedule 1.10.

1.11 Allocation. The Parties agree to allocate the Purchase Price (and all other capitalizable costs) among the Acquired Assets for tax purposes in accordance with the

methodology set forth on the allocation schedule attached hereto as Schedule 1.11 (the "Allocation Schedule"). The Parties agree to file all income Tax Returns (including IRS Form 8594) in a manner consistent with the Allocation Schedule and to not take any position for income Tax purposes that is inconsistent with the Allocation Schedule unless required to do so by applicable Law.

1.12 Non-Assignable Assets. Nothing in this Agreement, nor the consummation of the transactions contemplated hereby, shall be construed as an attempt or agreement to assign or transfer any Acquired Asset (including any Contract) to Buyer which by its terms or by Law (a) is non-assignable without a consent, (b) would result in any increase in any payment or change any term, (c) would give rise to any amendment, termination, cancellation or acceleration of any right or obligation or to a loss of benefit, or (d) grant any repayment or repurchase right to any person (a "Non-Assignable Asset"), unless and until a consent reasonably acceptable to Buyer shall have been obtained. Schedule 1.12 sets forth a list of each Non-Assignable Asset. The Company shall obtain, and Buyer agrees to reasonably cooperate with the Company in its efforts to obtain, the consents of each such third party to the assignment or transfer of the Non-assignable Assets to Buyer or its designated Affiliates in all cases in which such consent is required for the valid and enforceable assignment or transfer thereof to Buyer. If such consent is not obtained, Buyer may elect, to the extent permitted by applicable Law and by the terms of the applicable Non-Assignable Asset, to have such Non-Assignable Asset held, as of and from the Closing, by the Company for the benefit and burden of Buyer and, in such event, the covenants and obligations thereunder shall be fully performed by Buyer on the Company's behalf and all rights and liabilities existing thereunder shall be for Buyer's account. For the avoidance of doubt, the designation of an asset as a Non-Assignable Asset does not render it an Excluded Asset.

1.13 Consent of the Shareholder. The Shareholder in executing this Agreement consents, in his respective capacity as the sole shareholder of the Company, to the transactions contemplated hereby, and waives notice of any meeting in connection therewith.

1.14 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place electronically by the mutual exchange of facsimile or portable document format (.PDF) signatures on the date of this Agreement (the "Closing Date"). All transactions contemplated herein to occur on and as of the Closing Date shall be deemed to have occurred simultaneously and to be effective as of 12:01 a.m. local time on such date.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers that the statements contained in this ARTICLE 2 with respect to Buyer are correct and complete as of the Closing Date.

2.1 Organization of Buyer. Buyer is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware.

2.2 Authorization of Transaction. Buyer has full limited liability company power and authority to execute and deliver this Agreement and to perform Buyer's obligations hereunder.

Buyer has full limited liability company power and authority to execute and deliver the Ancillary Agreements to which Buyer is a party and to perform Buyer's obligations thereunder. The execution and delivery by Buyer of this Agreement and the Ancillary Agreements to which Buyer is a party and the performance by Buyer of the transactions contemplated hereby and thereby have been duly approved by all requisite limited liability company action of Buyer. Assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the other parties thereto, this Agreement and each Ancillary Agreement to which Buyer is a party constitute the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies. Except as required to comply with applicable federal and state securities Laws, Buyer is not required to give any notice to, make any filing with, or obtain any Consent of any Governmental Body or any other Person in order to consummate the transactions contemplated by this Agreement or the Ancillary Agreements to which Buyer is a party.

2.3 Non-contravention. Neither the execution and the delivery of this Agreement nor the Ancillary Agreements to which Buyer is a party, nor the consummation of the transactions contemplated hereby and thereby, will (a) violate or conflict with any Law or Order to which Buyer is subject, (b) violate any provision of the Organizational Documents of Buyer or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or Consent under any Contract to which Buyer is a party or by which it is bound or to which any of its assets is subject.

2.4 Brokers' Fees. Buyer does not have any obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which the Company or the Shareholder could become liable or obligated.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANY

The Company and the Shareholder, jointly and severally, represent and warrant to Buyer that the statements contained in this ARTICLE 3 are correct and complete as of the Closing Date, except as set forth in the corresponding section of the Disclosure Schedule.

3.1 Organization, Qualification, and Power. The Company is a corporation duly formed, validly existing and in good standing under the Laws of the State of Pennsylvania. Section 3.1(a) of the Disclosure Schedule sets forth each state or other jurisdiction in which the Company is licensed or qualified to do business. The Company is duly authorized to conduct its business and is in good standing under the Laws of each jurisdiction where such qualification is required. The Company has full corporate power and authority and all Permits necessary to carry on the Business and to own, lease and use the properties owned, leased and used by the Company. Section 3.1(b) of the Disclosure Schedule lists the members of the board of directors and officers of the Company. Sellers have delivered to Buyer correct and complete copies of the Organizational Documents, the minute book and equity interest record books for the Company, each of which is correct and complete. The Company is not in default under or in violation of any provision of its Organizational Documents.

3.2 Authorization of Transaction. Each Seller has full power authority and legal capacity (including, in the case of the Company, full corporate power and authority) to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery by each Seller of this Agreement and the Ancillary Agreements to which each Seller is a party and the performance by each Seller of the transactions contemplated hereby and thereby have been duly approved by all requisite action. Assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by the other parties thereto, this Agreement and each Ancillary Agreement to which a Seller is a party constitute the valid and legally binding obligation of such Seller, as applicable, enforceable against such Seller in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors generally and by the availability of equitable remedies. Except as set forth on Section 3.2 of the Disclosure Schedule, no Seller is required to give any notice to, make any filing with, or obtain any Consent of any Governmental Body or any other Person in order to consummate the transactions contemplated by this Agreement or the Ancillary Agreements to which such Seller is a party.

3.3 Capitalization and Subsidiaries. All of the Company Securities are owned solely, beneficially and of record by the Shareholder. The Company Securities represent one hundred percent (100%) of the outstanding equity or other ownership interests in the Company. All of the Company Securities have been duly authorized, are validly issued, fully paid, and non-assessable and have been issued without violation of any preemptive right or other right to purchase. The Shareholder owns all of the Company Securities free and clear of all Liens, except as set forth on Section 3.3 of the Disclosure Schedule. There are no other equity or other ownership interests in the Company or outstanding securities convertible or exchangeable into equity or other ownership interests of the Company, and there are no options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other Contracts that could require the Company to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem equity or other ownership interests in the Company. There are no outstanding or authorized equity appreciation, phantom equity, profit participation or similar rights with respect to the Company. There are no voting trusts, proxies or other Contracts with respect to the voting of the equity or other ownership interests of the Company. Upon the Closing, the Acquired Assets will be delivered to Buyer free and clear of all Liens (other than any Liens which may result from any actions taken by Buyer or Permitted Liens), Buyer will have good and marketable title to the Acquired Assets, and Buyer will be the sole owner, beneficially and of record, of one hundred percent (100%) of the Acquired Assets. The Company does not have, and since the date of its formation has not had, any Subsidiaries.

3.4 Non-contravention. Neither the execution and the delivery of this Agreement nor the Ancillary Agreements, nor the consummation of the transactions contemplated hereby or thereby, will (i) violate or conflict with any Law or Order to which a Seller is subject, (ii) violate or conflict with any provision of the Organizational Documents of the Company, or (iii) except as set forth on Section 3.4 of the Disclosure Schedule, conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice, Consent or payment under any Contract or Permit to which a Seller is a party or by which a Seller is bound or to which any such Seller's assets are

subject (or result in the imposition of any Lien upon any such Seller's assets, including the Company Securities).

3.5 Brokers' Fees. Except as set forth in Section 3.5 of the Disclosure Schedule, no Seller has any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement or any Ancillary Agreement.

3.6 Assets.

(a) The Company has good and marketable title to, or a valid leasehold interest or license in, the properties and assets (tangible and intangible) used by the Company, located on the Company's premises or shown on the Most Recent Balance Sheet or acquired after the date thereof (other than inventory sold in the Ordinary Course of Business), free and clear of all Liens, except for Permitted Liens and as set forth on Section 3.6 of the Disclosure Schedule. The Acquired Assets are all the assets, properties and rights used or held for use by the Company in the operation of the Business or necessary to operate the Business, consistent with past practice. Neither the Company nor the Business uses or shares any assets owned by any Affiliate of the Company or any Affiliate of the Shareholder. The Acquired Assets include all of the operating assets of the Company except for the Excluded Assets.

(b) (i) all or substantially all of the expense addbacks to the profit and loss statements that were proposed by the Seller to the Buyer were for personal expenses of the Seller or its Affiliates and were not expenses of the Business or Company expenses incurred in the ordinary course of business; (ii) all or substantially all of the amounts booked as equity distributions from the balance sheets (in the Financial Statements) were for the benefit of the Seller or its Affiliates and were not payments of expenses of the Business or Company expenses incurred in the ordinary course of business; and (iii) neither the Sellers nor any Affiliates have made payment to the Company's vendors in exchange for providing services to the Business or Company in the ordinary course of business.

(c) The Acquired Assets are free from material defects (patent and latent), have been maintained in accordance with normal industry practice, are in good operating condition and repair (subject to normal wear and tear) and are suitable for the purposes for which they are presently used.

3.7 Financial Statements; Interim Conduct.

(a) Attached to Section 3.7(a)(i) of the Disclosure Schedule are correct and complete copies of the following consolidated financial statements of the Company (collectively, the "Financial Statements"): (i) internally prepared balance sheets, profit and loss, and cash flow statements for the period of January 1 through December 31, for each of the years 2020 – 2022 and (ii) internally prepared fiscal year-to-date balance sheets, profit and loss statements, and cash flow statements for the period ended January 31, 2023 (the "Most Recent Fiscal Month End", and such financial statements, the "Most Recent Financial Statements"). Except as set forth in Section 3.7(a)(ii) of the Disclosure Schedule, the Financial Statements are correct and complete and consistent with the books and records of the Company (which are in turn correct and complete), have been prepared in accordance with the accounting principles, policies, procedures,

methodologies, classifications and judgements historically used by the Company (applied on a consistent basis throughout the periods indicated), and present fairly in all respects the financial condition, results of operation, changes in equity and cash flow of the Company as of and for their respective dates and for the periods then ending, consistently applied; provided, however, that the Most Recent Financial Statements are subject to normal, recurring year-end adjustments and lack notes required by GAAP (none of which will be material individually or in the aggregate).

(b) Since December 31, 2021, the Business has been conducted in the Ordinary Course of Business, and there has not been any Material Adverse Change and no event has occurred which could reasonably be expected to result in a Material Adverse Change. Without limiting the generality of the foregoing, except as set forth on Section 3.7(b) of the Disclosure Schedule, since December 31, 2021, the Company has not:

(i) sold, leased, transferred or assigned any assets or property (tangible or intangible) with a value in excess of $10,000, other than sales of inventory in the Ordinary Course of Business;

(ii) experienced any damage, destruction or loss (whether or not covered by insurance) to its assets or property (tangible or intangible) in excess of $10,000, in any individual instance, or more than $25,000 in the aggregate;

(iii) received notice from any Person regarding the acceleration, termination, modification or cancelation of a Contract, which, if in existence on the date hereof, would be required to be listed on Section 3.13 of the Disclosure Schedule;

(iv) issued, created, incurred, guaranteed or assumed any Debt;

(v) forgave, canceled, compromised, waived or released any Debt owed to it or any right or claim;

(vi) issued, sold or otherwise disposed of any of its equity or other ownership interests, or granted any options, warrants or other rights to acquire (including upon conversion, exchange or exercise) any of its equity or other ownership interests or declared, set aside, made or paid any dividend or distribution with respect to its equity or other ownership interests or redeemed, purchased or otherwise acquired any equity or other ownership interest or amended or made any change to any of its Organizational Documents or made any other payment to the Shareholder;

(vii) granted any increase in salary or bonus or otherwise increased the compensation or benefits payable or provided to any manager, officer, employee, consultant, advisor or agent, except wage or salary increases set forth on Section 3.7(b)(vii) of the Disclosure Schedule;

(viii) except as set forth in Section 3.7(b)(viii) of the Disclosure Schedule, engaged in any promotional, sales or discount or other activity that has or could reasonably be expected to have the effect of accelerating sales prior to the Closing that would otherwise be expected to occur subsequent to the Closing; Section 3.7(b)(viii) of the Disclosure Schedule also includes a list of all prepaid customers and associated deferred revenue as of January 31, 2023;

(ix) made any commitment outside of the Ordinary Course of Business or in excess of $10,000 in the aggregate for capital expenditures to be paid after the Closing or failed to incur capital expenditures in accordance with its capital expense budget;

(x) instituted any material change in the conduct of its business or any material change in its accounting practices or methods, cash management practices or method of purchase, sale, lease, management, marketing or operation;

(xi) taken or omitted to take any action which could be reasonably anticipated to have a Material Adverse Effect;

(xii) made, changed or rescinded any Tax election, settled or compromised any Tax liability, amended any Tax Return or took any position on any Tax Return, took any action, omitted to take any action or entered into any other transaction that would have the effect of materially increasing the Tax liability or materially reducing any Tax assets of the Company or Buyer in respect of any taxable period ending after the Closing Date;

(xiii) collected its accounts receivable or paid any accrued liabilities or accounts payable or prepaid any expenses or other items, in each case other than in the Ordinary Course of Business;

(xiv) entered into any transaction with any Affiliate; and

(xv) agreed or committed to any of the foregoing.

(c) All notes and accounts receivable reflected on the Most Recent Financial Statements, and all accounts receivable of the Company generated since the Most Recent Fiscal Month End (the "Receivables"), constitute bona fide receivables resulting from the sale of inventory, services or other obligations in favor of the Company as to which full performance has been fully rendered, and are valid and enforceable claims. All of the accounts receivable of the Company as of the Closing Date will be current and collectible, except to the extent any contractual allowances and reserve for bad debts are reflected in the final calculation of Working Capital. The Receivables are not subject to any pending or threatened defense, counterclaim, right of offset, returns, allowances or credits, except to the extent reserved against the accounts receivable. The reserves against the accounts receivable for returns, allowances, chargebacks and bad debts are commercially reasonable and have been determined in accordance with GAAP, consistently applied in accordance with past custom and practice.

(d) The accounts payable of the Company reflected on the Most Recent Financial Statements arose from bona fide transactions in the Ordinary Course of Business, and all such accounts payable have either been paid, are not yet due and payable in the Ordinary Course of Business or are being contested by the Company in good faith.

(e) The inventory of the Company (i) does not include any items that are obsolete or of a quantity or quality not usable or salable in the Ordinary Course of Business and (ii) includes only items sold by the Company in the Ordinary Course of Business. The inventory disposed of subsequent to the date of the Most Recent Fiscal Year End has been disposed of only in the Ordinary Course of Business. No inventory of the Company is held on a consignment basis.

The quantities of each item of inventory of the Company (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of the Company.

3.8 Undisclosed Liabilities. The Company does not have any, and there is no basis for any, liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), except for liabilities that (a) are accrued or reserved against in the Most Recent Financial Statements, (b) were incurred subsequent to the Most Recent Fiscal Month End in the Ordinary Course of Business, or (c) are liabilities and obligations pursuant to any Contract listed on Section 3.13 of the Disclosure Schedule or not required by the terms of Section 3.13 to be listed on Section 3.13 of the Disclosure Schedule, in either case which arose in the Ordinary Course of Business and did not result from any default, tort, breach of contract or breach of warranty.

3.9 Legal Compliance.

(a) The Company and its Affiliates have complied and are in compliance with all applicable Laws (including Privacy Laws) and Orders, and no Proceeding has been filed or commenced or, to the Knowledge of Sellers, threatened against the Company alleging any failure to so comply. Since January 1, 2019, the Company has not received any notice or communication alleging any non-compliance of the foregoing, except as set forth on Section 3.9(a) of the Disclosure Schedule.

(b) The Company is complying and has complied at all times with all applicable Laws and all internal or publicly posted policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information (or similar term such as "personally identifiable information" or "sensitive personal information") as defined by applicable Laws (collectively, the "Privacy Laws") in the conduct of the Business. In the past five (5) years, neither the Company nor any of its subcontractors has (a) experienced any actual, alleged, or suspected data breach (or similar term such as "breach of security of the system") or other security incident as defined by the Privacy Laws involving personal information in its possession or control or (b) been subject to or received any notice of any audit, investigation, complaint, or other Proceeding by any Governmental Body or other Person concerning the Company's or its subcontractors' collection, use, processing, storage, transfer, or protection of personal information or actual, alleged, or suspected violation of any Privacy Laws concerning privacy, data security, or data breach notification, in each case in connection with the conduct of the Business, and there are no facts or circumstances that could reasonably be expected to give rise to any such Proceeding.

(c) Section 3.9(c) of the Disclosure Schedule sets forth a correct and complete list and description of all Permits held by the Company. Such Permits (i) constitute all Permits necessary for the operation of the Business and (ii) are in full force and effect. No Proceeding is pending or, to the Knowledge of Sellers, threatened to revoke or limit any Permit and no violations have been alleged in respect of any Permit.

(d) Neither the Company, nor any of its directors, officers, managers, agents, employees or any other Persons acting on their behalf has (i) made any illegal payment or provided any unlawful compensation or gifts to any officer or employee of any Governmental Body, or any

employee, customer or supplier of the Company, or (ii) accepted or received any unlawful contributions, payments, expenditures or gifts; and no Proceeding has been filed or commenced alleging any such payments, contributions, expenditures or gifts.

(e) There has not been in the past three (3) years, and as of the date hereof there are not, any internal investigations or inquiries being conducted by the Company or, to the Knowledge of Sellers, any third party or Governmental Body concerning any conflict of interest, self-dealing, fraudulent or deceptive conduct or other misfeasance or malfeasance issues.

3.10 Tax Matters.

(a) The Sellers have timely filed with the appropriate taxing authorities all Tax Returns required to be filed with respect to the Company, the Business and the Acquired Assets. All such Tax Returns are true, correct and complete and prepared in accordance with applicable Laws. All Taxes required to be paid by the Company (whether or not shown on any Tax Return) or with respect to the Business and the Acquired Assets have been paid or are reflected as reserves on the Most Recent Financial Statements. Each Tax election made by or on behalf of the Company has been timely and properly made. The Company is not currently the beneficiary of any extension of time within which to file any Tax Return or pay any Tax. There are no Liens for Taxes (other than Permitted Liens) upon the equity interests or any of the assets (including the Acquired Assets) of the Company.

(b) The unpaid Taxes of the Company (i) did not, as of the Most Recent Fiscal Month End, exceed the reserve for Tax liabilities (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Most Recent Financial Statements (rather than in any notes thereto) and (ii) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company in filing its Tax Returns.

(c) No deficiency or proposed adjustment for any amount of Tax has been proposed, asserted or assessed by any taxing authority against the Company (including with respect to the Business or the Acquired Assets) that has not been paid, settled or otherwise resolved. There is no Proceeding or audit now pending, proposed or, to the Knowledge of Sellers, threatened against the Company (including with respect to the Business or the Acquired Assets) or concerning the Company (including with respect to the Business or the Acquired Assets) with respect to any Taxes. The Company has not been notified by any taxing authority that any issues have been raised with respect to any Tax Return. There has not been, within the past five (5) calendar years, an examination or written notice of potential examination in respect of Taxes of the Company (including with respect to the Business or the Acquired Assets) by any taxing authority.

(d) All Taxes that are required to be withheld or collected by the Company, including, but not limited to, Taxes arising as a result of payments (or amounts allocable) to foreign persons or to employees, agents, contractors or members of the Company, have been duly withheld and collected and, to the extent required, have been properly paid or deposited (or, in circumstances where such Taxes have not yet become due and payable, have been set aside in segregated accounts to be paid to the proper Governmental Body) as required by applicable Laws, and all required

information returns with respect to any such amounts have been correctly prepared and timely filed to the extent such return were required to have been filed on or before the Closing Date.

(e) No claim has ever been made by any taxing authority in a jurisdiction where the Company does not file Tax Returns that they are or may be subject to taxation by that jurisdiction.

(f) The Company is not party to any Tax allocation, sharing, indemnity, or reimbursement agreement or arrangement.

(g) The Company will not be required to include any item of income or exclude any deduction or loss from taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) "closing agreement" as described in Code Section 7121 (or any corresponding or similar provision of state, local or foreign Income Tax law) executed on or prior to the Closing Date, (ii) intercompany transaction or excess loss account described in Treasury Regulations under Code Section 1502 (or any corresponding or similar provision or administrative rule of federal, state, local or foreign income Tax Law) existing on the Closing Date, (iii) installment sale or open-transaction disposition made on or prior to the Closing Date, (iv) prepaid amount received or deferred revenue accrued on or prior to the Closing Date, (v) election pursuant to Code Section 108(i) (or any corresponding or similar provision of state, local or foreign Tax law), or (vi) any change in method of accounting or use of an improper method of accounting for a taxable period ending on or prior to the Closing Date.

(h) Section 3.10(h) of the Disclosure Schedule lists all Tax Returns filed by the Company for Tax periods ended on or after December 31, 2018, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit. The Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to the payment of any Tax or any Tax assessment or deficiency.

(i) None of the Company's assets are a "section 197(f)(9) intangible" (as defined in Treas. Reg. § 1.197-2(h)(1)(i) and assuming for this purpose that the transition period ends on August 10, 1993).

(j) The Company (i) has not been a member of an affiliated, consolidated, unitary or similar group, and (ii) has no liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by Contract or otherwise, except for Contracts and agreements entered into in the Ordinary Course of Business the primary subject matter of which is not Taxes.

(k) The Company (i) is not a party to and has not participated in any "reportable transaction" within the meaning of Section 6707A of the Code and Section 1.6011-4(b) of the Treasury Regulations, (ii) does not have a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise have an office or fixed place of business in a country other than the country in which it is organized, (iii) has not been subject to adjustment under Section 482 of the Code (including any similar provision of state, local, or foreign Tax law), and (iv) has not requested or received any Tax ruling, transfer pricing agreement closing agreement or similar agreement that would have continuing effect after the Closing Date.

(l) The Company has not, in the past five (5) years, been either a "distributing corporation" or a "controlled corporation" within the meaning of Section 355(a)(1)(A) of the Code, or been included in group of corporations filing a federal consolidated income tax return with a corporation which was, during such period, either a "distributing corporation" or a "controlled corporation" within the meaning of Section 355(a)(1)(A) of the Code.

(m) Section 3.10(m) of the Disclosure Schedule contains a list of each loan or other financial assistance under the CARES Act or the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) the Company has applied for or received (each, a "Covid-19 Assistance Subsidy"). As of the Closing Date, each such Covid-19 Assistance Subsidy has been forgiven. The Company was eligible to make such application and receive each such Covid-19 Assistance Subsidy, and has complied with all applicable conditions, including any applicable conditions to maintain eligibility for any available loan forgiveness, with respect to each such Covid-19 Assistance Subsidy. Except as set forth in Section 3.10(m) of the Disclosure Schedule, the Company has not elected to defer any Taxes pursuant to the CARES Act. Except as set forth in Section 3.10(m) of the Disclosure Schedule, the Company has not received any Employee Retention Credit ("ERCs") pursuant to the CARES Act and, with respect to any ERCs that may have been received (or cash or credits against Taxes that may have been received in connection therewith), the Company is and was entitled to receive all such ERCs, cash and related credits in connection therewith in accordance with applicable Laws.

3.11 Real Property.

(a) The Company does not currently and has never owned any real property.

(b) Section 3.11(b) of the Disclosure Schedule sets forth the address of each parcel of Leased Real Property, and a true and complete list of all Leases for each parcel of Leased Real Property. The Company has no oral Leases. The Company has made available to Buyer a true and complete copy of each Lease. Each Lease has not been amended or modified except as set forth in Section 3.11(b) of the Disclosure Schedule.

(c) Subject to the respective terms and conditions in the Leases, the Company is, as applicable, the sole legal and equitable owner of the leasehold interest in the Leased Real Property and possesses good and marketable, indefeasible title thereto, free and clear of all Liens (other than Permitted Liens and except as set forth on Section 3.6 of the Disclosure Schedule). The Company enjoys peaceful and undisturbed possession of the Leased Real Property and have paid all rent due and payable under each Lease. Except as set forth on Section 3.11(b) of the Disclosure Schedule or Section 3.13(c) of the Disclosure Schedule, the Company has not subleased, assigned or otherwise granted to any Person the right to use or occupy such Leased Real Property or any portion thereof. Neither the whole nor any portion of any Leased Real Property, has been damaged or destroyed by fire or other casualty.

(d) To the Knowledge of Sellers, with respect to each parcel of Leased Real Property: (i) there are no pending or threatened condemnation Proceedings, suits or administrative actions relating to any such parcel or other matters affecting adversely the current use, occupancy or value thereof; (ii) the ownership and operation of the Leased Real Property in the manner in which it is now owned and operated comply with all zoning, building, use, safety or other similar

Laws; (iii) all Improvements on any such parcel are in good operating condition, ordinary wear and tear excepted, are supplied with utilities and other services necessary for the operation of the Business as currently conducted at such facilities and safe for their current occupancy and use; (iv) neither the Company nor the Shareholder has received any notice of any special Tax, levy or assessment for benefits or betterments that affect any parcel of Leased Real Property and no such special Taxes, levies or assessments are pending or contemplated; (v) there are no Contracts granting to any third party or parties the right of use or occupancy of any such parcel, and there are no third parties (other than the Company) in possession of any such parcel; and (vi) each such parcel abuts on and has adequate direct vehicular access to a public road and there is no pending or threatened termination of such access. The Leased Real Property comprises all of the real property used or intended to be used in the Business, and the Company is not a party to any Contract or option to purchase any real property or any portion thereof or interest therein.

(e) Except as set forth on Section 3.11(e) of the Disclosure Schedule, with respect to each Lease, the transaction contemplated by this Agreement will not result in a breach of or default under such Lease, and will not otherwise cause such Lease to cease to be in full force and effect on identical terms following the Closing Date. No default or event of default by either the Company, or to the Knowledge of Sellers, any from any landlord, lessor, licensor, sublandlord, or prime landlord under each such Lease (each of the foregoing, as applicable, a "Landlord") presently exists under any Lease. The Company has not received written notice of default under any Lease and no event has occurred that, with the giving of notice or the passage of time, or both, would constitute an event of default under any Lease by the Company or, to the Knowledge of Sellers, any Landlord thereunder.

3.12 Intellectual Property.

(a) The Company owns and possesses or has the right to use pursuant to a valid and enforceable written Contract, all Intellectual Property necessary for the operation of the Business.

(b) Section 3.12(b)(i) of the Disclosure Schedule identifies all registered or pending applications for Intellectual Property owned by the Company (specifying the jurisdiction in which such item has been issued, registered or filed and the applicable issuance, grant, registration or serial number(s) and related dates, as applicable) ("Registered IP"). No Registered IP is currently subject to any opposition or cancellation proceeding and, to the Knowledge of Sellers, no such proceedings are threatened. Section 3.12(b)(ii) of the Disclosure Schedule identifies all material (a) Trademarks, (b) Copyrights, (c) Software, (d) Proprietary Information, (e) social media accounts, and (f) domain names from which the Company currently derives any revenue or which is used by the Company in connection with the Business. Section 3.12(b)(iii) of the Disclosure Schedule identifies all Intellectual Property Agreements. The Company has delivered to Buyer correct and complete copies of all such Intellectual Property registrations, applications and Intellectual Property Agreements. There are no outstanding deadlines that will expire within six (6) months of the Closing for any registrations or applications for any Intellectual Property owned, used or held for use in the operation or conduct of the Business or necessary to permit the Company to conduct the Business as currently conducted and as proposed to be conducted. The Company has all right, title and interest in and to, free and clear of any Lien, license, or other restriction or limitation regarding use, and has the sole and exclusive right to use

(and its Affiliates and the Shareholder do not have and do not claim to have any individual right to use) all the Intellectual Property required to be disclosed on Sections 3.12(b)(i), 3.12(b)(ii) and 3.12(b)(iii) of the Disclosure Schedule (subject to the applicable license agreements listed in Section 3.12(b)(iii) of the Disclosure Schedule), and such Intellectual Property is not subject to any outstanding Order restricting the use or licensing thereof by the Company, and the Company has not received any written claim challenging the validity or effectiveness of such Intellectual Property, and such Intellectual Property is valid and enforceable. Each item of Intellectual Property owned or used by the Company immediately prior to the Closing will be owned or available for use, respectively, by Buyer immediately subsequent to the Closing on identical terms and conditions as owned or used by the Company immediately prior to the Closing.

(c) The Company, the operation of the Business, and the Company's Intellectual Property has not and is not currently infringing, misappropriating, or otherwise violating the Intellectual Property of any Person. The Company has not received any notice from any third party as to any potential infringement, misappropriation, or other violation by the Company, the operation of the Business, or the Company's Intellectual Property of any third party's Intellectual Property, including any invitation to take a license or any take-down notice. To the Knowledge of Sellers, no Person has or is infringing, misappropriating or otherwise violating any Intellectual Property owned by the Company. The Company has not received any claim challenging the validity or effectiveness of such Intellectual Property and such Intellectual Property is valid and enforceable.

(d) The Company owns and possesses or has the right to use, pursuant to a valid and enforceable written Intellectual Property Agreement, all Software used by the Company in the operation of the Business.

(e) All Intellectual Property owned by or developed by and/or for the Company was (i) developed by (A) former and current employees of the Company within the scope of their employment who have entered into valid and enforceable written agreements with the Company that presently assigned all exclusive ownership of all right, title and interest in and to any Intellectual Property developed by or for the Company; or (B) independent contractors who have entered into valid and enforceable written agreements with the Company that presently assigned all exclusive ownership of all right, title and interest in and to any Intellectual Property developed by or for the Company; or (ii) acquired in connection with acquisitions in which exclusive ownership of all right, title and interest in and to any Intellectual Property required to be disclosed on Sections 3.12(b)(i), 3.12(b)(ii) and 3.12(b)(iii) of the Disclosure Schedule was conveyed to the Company pursuant to an appropriate, valid, and enforceable present assignment and the Company obtained appropriate representations, warranties and indemnities from the transferring party relating to the title to such applicable Intellectual Property. Except as set forth on Schedule 3.12(e) of the Disclosure Schedule, the Company has no obligation to pay royalties or similar fees to any employee or any other Person for the development, use, manufacture, sale or exploitation of any Intellectual Property required to be disclosed on Sections 3.12(b)(i), 3.12(b)(ii) and 3.12(b)(iii) of the Disclosure Schedule or any products or services that incorporate or use any such Intellectual Property. No employee or independent contractor of the Company has entered into any agreement, contract, obligation, promise or undertaking (whether written or oral and whether express or implied) that restricts or limits in any way the scope of the Intellectual Property or requires the

employee or independent contractor to transfer, assign or disclose information concerning the Intellectual Property to anyone other than the Company.

(f) To the Knowledge of Sellers, no third party has gained material unauthorized access to any trade secret of or under the custody or control of the Company. The Company has taken all necessary steps and precautions to protect and preserve the confidentiality of all Proprietary Information, and all use, disclosure or appropriation thereof by or to any third party has been pursuant to the terms of an Intellectual Property Agreement between such third party and the Company. The Company has complied in all material respects with all of its confidentiality obligations under each Contract to which the Company is a party. To the Knowledge of Sellers, no material Proprietary Information is part of the public knowledge or literature or has been used, divulged, or appropriated either for the benefit of any Person (other than the Company) or to the detriment of the Company.

(g) The Company is not and has never been a member or promoter of, or contributor to, any industry standards body or similar organization that could require or obligate the Company to grant or offer to any other Person any license or right to any Intellectual Property owned or used by the Company.

(h) Except as set forth on Section 3.12(h) of the Disclosure Schedule, (i) no Company Software or other products or services distributed, sold or offered in connection with the Business or the operations of the Company (collectively, "Company Products") or Software used in the business of the Company contains, uses or requires use of any Software licensed pursuant to a Public Software License and (ii) none of the Company Products, Company Software or other Software used in the Business is covered by or subject to the requirements of any Public Software License and used in a manner that would require the Company to distribute, disclose, license, release, escrow or otherwise make available any source code included in the Company Software or Company Products to or for any Person.

(i) Except as set forth on Section 3.12(i)(i) of the Disclosure Schedule, no Software that is a third party component is governed by a requirement that any other licensee of the Software be permitted to modify, make derivative works of, or reverse-engineer such Software, and the Company has not received any written requests from any Person for disclosure of source code included in the Company Software. Section 3.12(i)(ii) of the Disclosure Schedule sets forth a list of all Software subject to any Public Software License distributed by or integrated into the Company Software or any Company Product. There are no material defects in any of the Company Software or Company Products that would prevent the Company Software or Company Products from performing in accordance with its applicable documentation. There are no viruses, worms, Trojan horses or similar disabling codes or programs designed to permit or cause unauthorized access to or disrupt, disable or harm in any manner any the Company Software or Company Products (provided that for these purposes, mechanisms designed to limit functionality of Software which has not been licensed or paid for shall not be deemed to be disabling code).

(j) The source code and object code for all Company Software contains clear and accurate annotations and programmer's comments, and otherwise has been documented in a professional manner that is both: (i) consistent with customary code annotation conventions and best practices in the software industry; and (ii) sufficient to independently enable a programmer of

reasonable skill and competence to understand, analyze, and interpret program logic, correct errors and improve, enhance, modify and support the Company Software.

(k) The Company Software is not subject to any transfer, assignment, source code escrow agreement, reversion, site, equipment, or other operational limitations. The Company has not granted any other current, future or conditional rights, licenses or interests in or to the source code used or included in any such Software.

(l) The Systems are in good working condition and adequate in all material respects for the operations of the Company to continue in the Ordinary Course of Business in the manner it is currently being conducted and as currently contemplated to be conducted in the future. The Company has taken commercially reasonable measures to (i) protect the integrity of the Systems, including any data stored or contained therein or transmitted thereby, and (ii) maintain commercially reasonable and industry standard data security, disaster recovery, and business continuity plans, procedures, systems and facilities. For the past three (3) years there has not been (1) any material failure, outage or other adverse event with respect to the Systems that has not been remedied in all material respects or (2) any material security breaches relating to, or violations of any security policy regarding, or any unauthorized access of, any Systems, including any data or information stored or contained therein or used in the Business. The Company makes back-up copies of data and information critical to the conduct of its business at least once every day and conducts periodic tests to ensure the effectiveness of such back-up systems.

(m) The Company and the operation of the Business is, and at all times in the past has been, in compliance with all applicable Data Security Requirements, and the Company has in place adequate internal policies, procedures and systems to comply in all respects with the applicable Data Security Requirements. The Company has not received, nor been subject to, any written notice, complaint, investigation, inquiry or enforcement proceedings from any Person (including any Governmental Body) alleging non-compliance with the applicable Data Security Requirements or claiming compensation in respect of non-compliance with the applicable Data Security Requirements, and no such investigation, inquiry or proceedings are pending or, to the Knowledge of Sellers, threatened, and, to the Knowledge of Sellers, there are no circumstances likely to give rise to any such complaint, investigation, inquiry or proceedings.

(n) To the Knowledge of Sellers, no governmental resources or funding, grants, or funding from third parties was used in the development of any Company Intellectual Property.

3.13 Contracts.

(a) Section 3.13(a) of the Disclosure Schedule lists the following Contracts to which the Company is a party:

(i) each Contract with any customer or client or supplier of the Company that is required to be listed on Section 3.21 of the Disclosure Schedule;

(ii) each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property (except personal property

leases and installment and conditional sales agreements having aggregate payments of less than $10,000 and with terms of less than one year);

(iii) each joint venture, partnership or Contract involving a sharing of profits, losses, costs or liabilities with any other Person;

(iv) each Contract containing any covenant that purports to restrict the business activity of the Company or limit the freedom of the Company to engage in any line of business or to compete with any Person;

(v) each Contract that contains provisions granting any rights of first refusal, rights of first negotiation, most favored nations or similar rights to any Person;

(vi) each Contract relating to any acquisition or disposition of a business or equity interests of a Person;

(vii) each Contract for the purchase, sale or license of any assets of the Company, other than in the Ordinary Course of Business, and each Contract granting an option or preferential rights to purchase, sell or license any assets of the Company;

(viii) each Contract in which a Governmental Body is a counterparty;

(ix) each Contract related to professional services, management services or administrative services;

(x) each power of attorney;

(xi) each Contract related to Debt;

(xii) each Contract providing for the payment of any cash or other compensation or benefits in connection with the transactions contemplated by this Agreement;

(xiii) each Contract with any labor union or any bonus, pension, profit sharing, retirement or any other form of deferred compensation plan or practice, whether formal or informal, or any severance agreement or arrangement;

(xiv) each Contract under which the Company has advanced or loaned any amounts to any other Person;

(xv) each franchise, vendor or service center agreement;

(xvi) each Contract with the Shareholder, or any Affiliate of the Company or the Shareholder;

(xvii) any settlement agreement;

(xviii) each employment or consulting Contract or other Contract with any of its officers, managers, partners, members, independent contractors, consultants, or employees;

(xix) each Intellectual Property Agreement, including any agreement for the payment of royalties to any third party;

(xx) each confidentiality agreement and non-disclosure agreement to which the Company is a party and is still in effect;

(xxi) each Contract with a referral partner ("Referral Partner") pursuant to which the Company is obligated to pay a portion of revenue with respect to clients referred by the referral partner to the Company ("Referral Partner Agreements");

(xxii) each Contract with a third party affiliates pursuant to which the Company is obligated to pay a commission to such third party for sending the Company inbound marketing leads ("Commission Agreements");

(xxiii) each Contract which purports to be binding on Affiliates of the Company that has an annual value in excess of $20,000; and

(xxiv) any other agreement material to the Company whether or not entered into in the Ordinary Course of Business.

(b) The Company has delivered to Buyer a correct and complete copy of each written Material Contract, together with all amendments, exhibits, attachments, waivers or other changes thereto. Section 3.13(b) of the Disclosure Schedule contains an accurate and complete description of all material terms of all oral Material Contracts (if any).

(c) Each Material Contract is legal, valid, binding, enforceable, in full force and effect and will continue to be legal, valid, binding and enforceable on identical terms following the Closing Date. Except as specifically disclosed and described in Section 3.13(c) of the Disclosure Schedule, (i) no Material Contract has been breached or cancelled by the Company or, to the Knowledge of Sellers, any other party thereto, (ii) the Company has performed all obligations under such Material Contracts required to be performed by the Company, (iii) there is no event which, upon giving of notice or lapse of time or both, would constitute a breach or default under any such Material Contract or would permit the termination, modification or acceleration of such Material Contract, and (iv) the Company has not assigned, delegated or otherwise transferred to any Person any of its rights, title or interest under any such Material Contract. As of the Closing Date, except as set forth in the calculation of Working Capital for purposes of the Closing Date, there are no outstanding payment obligations to any Referral Partner under any of the Referral Partner Agreements or third party affiliates under the Commission Agreements.

3.14 Insurance.

(a) Section 3.14(a) of the Disclosure Schedule sets forth the following information with respect to each insurance policy (including policies providing property, casualty, liability, director & officer, professional liability, and workers' compensation coverage and bond and surety arrangements) with respect to which the Company is a party, a named insured, or otherwise the beneficiary of coverage (collectively, the "Company Insurance Agreements"):

(i) the name of the insurer, the name of the policyholder, and the name of each covered insured;

(ii) the policy number and the period of coverage; and

(iii) a description of any retroactive premium adjustments or other material loss-sharing arrangements.

(b) There is no claim by the Company or any other Person pending under any such policies and bonds as to which coverage has been questioned, denied or disputed. All premiums payable under all such policies and bonds have been paid. There are no threatened terminations of, or material premium increases with respect to, any of such policies or bonds. Section 3.14(b) of the Disclosure Schedule sets forth a list of all claims made under the Company Insurance Agreements, or under any other insurance policy, bond or agreement covering the Company or its operations since December 31, 2018. Since December 31, 2018, the Company has maintained insurance policies with coverage and policy limits that are substantially similar to the coverage and policy limits provided by the Company Insurance Agreements.

3.15 General Litigation and Professional Liability.

(a) Except as set forth in Section 3.15(a) of the Disclosure Schedule, there are no (and during the last five (5) years, there have not been any) legal complaints, Proceedings, Orders, or investigations pending or, to the Knowledge of Sellers, threatened or anticipated relating to or affecting the Company or the Business in any material respect. There is no outstanding Order to which the Company or the Business is subject. The Company is fully insured with respect to each of the matters set forth on Section 3.15(a) of the Disclosure Schedule.

(b) No Seller is engaged in or a party to or, to the Knowledge of Sellers, threatened with any legal complaint, charge, Proceeding, Order or other process or procedure for settling disputes or disagreements with respect to the Company or the transactions contemplated by this Agreement, and no Seller has received written or, to the Knowledge of Sellers, oral notice of a claim or dispute that is reasonably likely to result in any such complaint, charge, Proceeding, Order or other process or procedure for settling disputes or disagreements with respect to the Company or the transactions contemplated by this Agreement.

3.16 Employees.

(a) Section 3.16(a) of the Disclosure Schedule sets forth a complete and correct list of all current employees of the Company, which list includes all employees or individuals used in the Business (no individual used in the Business is employed by an Affiliate of the Company or the Shareholder), including employees on temporary leave of absence (including family medical leave, military leave, temporary disability and sick leave), showing for each: (i) name, (ii) hire date, (iii) current job title, (iv) current job assignment, (v) accrued but unused vacation, paid time off, and sick leave, (vi) full-time or part-time status, (vii) hourly or salary status, (viii) exempt or non-exempt status, (ix) leave status (i.e., military, medical, disability, workers' compensation or otherwise) and the date such employee became inactive as well as the expected return to work date, (x) actual base salary, bonus, commission or other remuneration paid during 2022, and (xi) 2023 base salary level and 2023 target bonus and there has not been any increase in such

compensation, bonus, incentive, or service award or any grant of any severance or termination pay or any other increase in benefits or any commitment to do any of the foregoing since January 1, 2023. The employees set forth in Section 3.16(a) of the Disclosure Schedule are all the employees necessary to operate the Business, consistent with past practice. No Affiliate of the Company, the Shareholder or any of their Affiliates employs any Person who provides services to the Company and there are no shared employees.

(b) Section 3.16(b) of the Disclosure Schedule sets forth a complete and correct list of all independent contractors or consultants of the Company, including for each: (i) his or her start date, (ii) whether he or she is contracted in his or her individual status or with a corporation or other entity, (iii) type of services to be provided, including any exclusivity of such services, (iv) anticipated completion date, and (v) hourly or per diem rate or other form of pay of such contractor.

(c) The Company has provided Buyer with complete and correct copies of (i) all existing severance, accrued vacation or other leave agreement, policies or retiree benefits of any such officer, employee or consultant, (ii) all employee trade secret, non-compete, non-disclosure and invention assignment agreements, and (iii) all manuals and handbooks applicable to any current or former manager, officer, employee or consultant of the Company. Except as set forth on Section 3.16(c)(i) of the Disclosure Schedule, the employment or consulting arrangement of each manager, officer, employee or consultant of the Company are, subject to applicable Laws involving the wrongful termination of employees, terminable at will (without the imposition of penalties or damages) by the Company, and the Company does not have any severance obligations if any such manager officer, employee or consultant is terminated. Except as set forth on Section 3.16(c)(ii) of the Disclosure Schedule, to the Knowledge of Sellers, no executive or key employee of the Company or any group of employees of the Company has any plans to terminate employment with the Company.

(d) The Company has not experienced (nor, to the Knowledge of Sellers, have they been threatened with) any strike, slow down, work stoppage or material grievance, claim of unfair labor practices, or other collective bargaining dispute within the past three (3) years. The Company has not committed any material unfair labor practice. Sellers have no Knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of the Company. The Company has paid in full to all of its employees and independent contractors all wages, salaries, overtime, commissions, bonuses, benefits and other compensation due and payable to such employees and independent contractors for services performed prior to the Closing Date, and there are no outstanding agreements, understandings, or commitments of the Company regarding any additional wages, salaries, overtime, commissions, bonuses, benefits, or other compensation.

(e) The Company is, and has at all times been, in compliance in all material respects with all Laws relating to the employment of labor, including all such Laws relating to wages and hours (including compliance with Laws relating to minimum wage and overtime pay, meal and rest periods, travel time, off-the-clock work, on-call pay, and piece rate pay), the WARN Act and similar state laws, collective bargaining, equal opportunity, discrimination and harassment, retaliation, whistleblowing, safety and health and workers' compensation, engagement of independent contractors (including the classification of individuals as employees or independent contractors), government contracting (including compliance with all Orders,

background and exclusion screening requirements, government submissions and affirmative action plans), immigration control and naturalization, drug testing, data privacy, background checks, termination pay, vacation pay or other paid time off, paid sick leave, fringe benefits, unemployment insurance and the withholding and payment of income and employment taxes any similar Tax. The Company has no unsatisfied payment of any salary, wage, overtime pay, benefit, bonus, vacation pay or other paid time off, sick leave, insurance, employment tax or similar liability of the Company for any employee, independent contractor, director or other person or entity allocable to services performed on or prior to the Closing Date. There has been no "mass layoff" or "plant closing" as defined by the WARN Act or any similar layoff or closing as defined by any Law with respect to the Company.

(f) The Company is, and has at all times been, in compliance with all applicable Laws pertaining to employment and employment practices to the extent they relate to employees, volunteers, interns, consultants and independent contractors, including but not limited to all Laws relating to the classification of individuals as an employee, non-employee, or an independent contractor. All individuals who have performed services for the Company have been properly classified as exempt or non-exempt under the Fair Labor Standards Act and all similar Laws. All individuals characterized and treated by the Company as independent contractors or consultants are properly treated as independent contractors under all applicable Laws. There are no filed or threatened inquiries, audits or actions by any Governmental Body or arbitrator concerning such classifications, without limitation, any charge, investigation, or claim relating to wages, hours, overtime compensation, unfair labor practices, discrimination, harassment, retaliation, wrongful termination, defamation, breach of contract, tortious interference, working conditions, workers' compensation, unemployment insurance, employee classification, or any other employment or joint employer related matter arising under any applicable law.

(g) The Company is, and has at all times been, in compliance with and has complied with all immigration laws. The Company has completed and maintained in their files Form I-9 with respect to each of their employees. The Company has been, and are, in compliance with all requirements applicable to government contractors and subcontractors. The Company has performed E-Verify screens for all employees, and has performed exclusion screens for all employees, independent contractors, and consultants. In the past three (3) years, the Company has not received any written notice from any governmental authority that any of their employees has a name or Social Security Number that does not match the name or Social Security Number maintained by such governmental authority. All employees of the Company working in the United States are legally authorized to work in the United States.

(h) All individuals who have performed services for the Company or who otherwise have claims for compensation from the Company have been properly classified as an employee or an independent contractor pursuant to all applicable Laws, including, but not limited to, the Code and ERISA.

3.17 Employee Benefits.

(a) Section 3.17(a) of the Disclosure Schedule lists each Employee Benefit Plan that the Company or any ERISA Affiliate maintains, or to which the Company or an ERISA

Affiliate contributes or has any obligation to contribute, or with respect to which the Company or an ERISA Affiliate has any liabilities.

(i) Each such Employee Benefit Plan (and each related trust, insurance Contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and complies in form and in operation in all respects with the applicable requirements of ERISA, the Code, the Patient Protection and Affordable Care Act (as amended by the Health Care and Education Reconciliation Act of 2010), and other applicable Laws. There exists no condition or set of circumstances with respect to any Employee Benefit Plan which has resulted in or which could reasonably be expected to result in any material liability, penalties, or Taxes to the Company or any of its ERISA Affiliates under ERISA, the Code, the Patient Protection and Affordable Care Act (as amended by the Health Care and Education Reconciliation Act of 2010), or other applicable Law.

(ii) All required reports and descriptions (including Form 5500 annual reports, summary annual reports, and summary plan descriptions) have been timely filed and/or distributed in accordance with the applicable requirements of ERISA and the Code with respect to each such Employee Benefit Plan. The requirements of COBRA have been met in all material respects with respect to each such Employee Benefit Plan that is an Employee Welfare Benefit Plan subject to COBRA.

(iii) All contributions (including all employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each such Employee Benefit Plan that is an Employee Pension Benefit Plan and all contributions for any period ending on or before the Closing Date which are not yet due have been made to each such Employee Pension Benefit Plan or accrued in accordance with the past custom and practice of the Company. All premiums or other payments for all periods ending on or before the Closing Date have been paid with respect to each such Employee Benefit Plan that is an Employee Welfare Benefit Plan.

(iv) Each such Employee Benefit Plan which is intended to meet the requirements of a "qualified plan" under Code §401(a) is so qualified and has received a determination from the Internal Revenue Service that such Employee Benefit Plan is so qualified, and nothing has occurred since the date of such determination that could adversely affect the qualified status of any such Employee Benefit Plan.

(v) Each such Employee Benefit Plan which is intended to be qualified under Section 401(a) of the Code and each trust forming a part thereof has been timely amended within the applicable Remedial Amendment Period (as that term is defined in Code Section 401(b)) and in accordance with applicable procedures set forth in Revenue Procedure 2005-66. All master, prototype and volume submitter plans which are part of any Employee Benefit Plan were submitted to the IRS for an opinion or advisory letter within the applicable Remedial Amendment Period, set forth in Revenue Procedure 2005-66.

(vi) There have been no Prohibited Transactions with respect to any such Employee Benefit Plan. No Fiduciary has any liability for breach of fiduciary duty or any other action or failure to act or comply in connection with any such Employee Benefit Plan. No

Proceeding with respect to any such Employee Benefit Plan (other than routine claims for benefits) is pending or, to the Knowledge of the Company, threatened. No Proceeding or claim has been brought or is pending or, to the Knowledge of Sellers, is threatened, involving any Employee Benefit Plan, including audits or investigations by any Governmental Body (except for individual claims for benefits payable in the normal operation of the Employee Benefit Plans).

(vii) The Company has made available to Buyer correct and complete copies of the plan documents and summary plan descriptions, the three (3) most recent determination letter received from the Internal Revenue Service, the most recent annual report (Form 5500, with all applicable attachments), all discrimination testing results for the three (3) most recently completed plan years for each Employee Benefit Plan subject to such requirement or such shorter time period as may be applicable, and all related trust agreements, insurance Contracts, and other funding arrangements which implement each such Employee Benefit Plan.

(b) Neither the Company nor any ERISA Affiliate contributes to, has any obligation to contribute to, or has any liability under or with respect to any Employee Pension Benefit Plan that is a "defined benefit plan" (as defined in ERISA §3(35)), a Multiemployer Plan, an employee benefit plan subject to Section 413(c) of the Code a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA, or a "welfare benefit trust" or "voluntary employees beneficiary association" within the meaning of Code Sections 419, 419A, or 501(a)(9).

(c) Section 3.17(c) of the Disclosure Schedule lists each written agreement, contract, or other arrangement, whether or not an Employee Benefit Plan (collectively, the "Plan"), to which the Company is a party that is a "nonqualified deferred compensation plan" subject to Code Section 409A. Each such Plan complies in all material respects with the requirements of Code Section 409A and any Internal Revenue Service guidance issued thereunder.

(d) With respect to any taxable period for which the statute of limitations on assessments has not closed, the Company has not made any payments that, or has been a party to any Contract that pursuant to its terms, (i) resulted or would result, individually or in the aggregate, in the payment of any "excess parachute payment" within the meaning of Code Section 280G, (ii) resulted or would result, separately or in the aggregate, in the imposition of an excise Tax under Code Section 4999 (or any corresponding provisions of state, local or foreign Tax law), or (iii) could result in it making any payment that will be required to be included in gross income under Code Section 409A(a)(1)(A).

(e) On and after January 1, 2015, the Company and its ERISA Affiliates were not at any time "applicable large employers" as defined under Section 4980H of the Code.

(f) The Company is not part of a "controlled group" of corporations and is not under common control with any other Person which is required to be treated as a single employer under Sections 414(b), (c), (m) or (o) of the Code, or Section 3(5) or 4001(b)(1) of ERISA, or the regulations promulgated thereunder.

(g) The Company does not sponsor, maintain or contribute to, nor is it required to sponsor, maintain or contribute to, nor does it have any liability with respect to, any arrangement

that provides medical, health, life or other welfare benefits for present or future terminated or retired employees, or their spouses or dependents, other than as required by Part 6 of Subtitle B of Title I of ERISA, COBRA, or any comparable state Law.

(h) Neither the Company, nor any ERISA Affiliate, has sponsored, maintained, contributed to, nor has been required to sponsor, maintain, participate in or contribute to, nor do any of them have or ever had any liability with respect to, any employee benefit plan, program, or other arrangement providing compensation or benefits to any employee or former employee (or any dependent thereof) which is subject to the Laws of any jurisdiction outside of the United States.

(i) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement, could (either alone or in conjunction with any other event) (i) give rise to any additional service credits under any Employee Benefit Plan sponsored or maintained by the Company (or under which the Company has any actual or potential liability); (ii) entitle any current or former director, officer, employee, independent contractor or consultant of any of the Company to severance pay or, any increase in severance pay or any other payment; (iii) accelerate the time of payment, funding or vesting, or increase the amount of compensation (including stock or equity-based compensation) due to any such individual; (iv) limit or restrict the right of the Company to merge, amend or terminate any Employee Benefit Plan; (v) increase the amount payable under or result in any other material obligation pursuant to any Employee Benefit Plan.

3.18 Debt. Except as set forth on Section 3.18 of the Disclosure Schedule, the Company does not have any Debt and is not liable for any Debt of any other Person.

3.19 Environmental, Health, and Safety Matters. The Company is and for the prior five (5) years has been in material compliance with all Environmental, Health, and Safety Requirements. The Company has obtained and is and for the prior five (5) years has been in compliance with all Permits and other authorizations that are required pursuant to Environmental, Health, and Safety Requirements for the occupation of the Leased Real Property and the operation of the business of the Company and each such Permit is in full force and effect and there is no action pending or threatened to revoke, terminate, cancel or modify any Permits required pursuant to Environmental, Health, and Safety Requirements. A list of all such Permits is set forth on Section 3.19 of the Disclosure Schedule. The Company has not received any notice, suit, complaint, citation, demand, order, report or other communication regarding any actual or alleged violation of Environmental, Health, and Safety Requirements, or any liabilities or potential liabilities arising under Environmental, Health, and Safety Requirements. The Company has not entered into any consent order, consent decree, settlement agreement or other similar agreement with any Government Body that imposes ongoing or outstanding obligations under any Environmental, Health, and Safety Requirement on the Company, the Leased Real Property, or the Acquired Assets. No Leased Real Property contains any (a) underground storage tanks currently, nor contained any underground storage tanks in the past or (b) friable or damaged asbestos containing materials that must be removed or abated to comply with Environmental, Health, and Safety Requirements. The Company has not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released or exposed any Person to any substance, including without limitation any Hazardous Substance, or owned or operated any property or facility (and no such property or facility is contaminated by any such substance) either in violation of any

Environmental, Health, and Safety Requirement or in a manner that could result in any liability under any Environmental, Health, and Safety Requirement. The Company has provided to Buyer copies of all environmental audits, health and safety audits, Phase I environmental site assessments, Phase II environmental site assessments or investigations, soil and/or groundwater reports, environmental compliance assessments and other material environmental documents in the possession, custody or control of any Seller relating to any property currently or formerly owned, leased, or operated by any Seller or its or his or her Affiliates or any non-compliance by any Seller or its or his or her Affiliates with any Environmental, Health, and Safety Requirement.

3.20 Certain Business Relationships with the Company. Except as set forth on Section 3.20 of the Disclosure Schedule, neither the Shareholder, nor any director, officer or manager of the Company nor any of the Affiliates of any of the foregoing (other than the Company):

(a) owns, directly or indirectly, any stock or other ownership interest or investment in any Person that is engaged in the Business or is a competitor, supplier, customer, lessor or lessee of the Company; provided, however, that the foregoing representation shall be deemed not to be made as to the ownership of not more than one percent (1%) of the securities of any such Person that has securities registered pursuant to Section 13 or Section 15 of the Securities Exchange Act;

(b) has any claim against or owes any amount to, or is owed any amount by, the Company;

(c) has any interest in or owns any assets, properties or rights used in the conduct of the Business;

(d) is a party to any Contract to which the Company is a party or which otherwise benefits the Business; or

(e) has received from or furnished to the Company any goods or services since the Most Recent Fiscal Year End, or is involved in any business relationship with the Company.

3.21 Customers and Suppliers.

(a) Section 3.21 of the Disclosure Schedule sets forth a correct and complete list of the ten (10) largest customers (by revenue earned) of the Business on an accrual basis, and the ten (10) largest suppliers (by dollar spent) of products or services to the Business, and the ten (10) largest Referral Partners (by dollar commission paid), in each case during calendar years 2021 and 2022. Section 3.21 of the Disclosure Schedule also sets forth, for each such customer and supplier, the aggregate payments from and to such Person by the Business during each such periods. There are no outstanding disputes with any of such suppliers or customers. Finally, Section 3.21 of the Disclosure Schedule sets forth a comprehensive list of all the Company's customers for the years 2021-2022 and all shared customers between the Company and Shock I.T., LLC and the amount of 2022 revenue earned by each of the Company and Shock I.T., LLC with respect to such shared customers, respectively.

(b) Since January 1, 2020, none of the customers listed on Section 3.21 of the Disclosure Schedule has indicated that it shall stop, materially decrease the rate of, or materially change the pricing of, buying products or services from the Business or otherwise materially change the terms of its relationship with the Business. No Seller has any reason to believe that any customer listed on Section 3.21 of the Disclosure Schedule will stop, materially decrease the rate of, or materially change the pricing of, buying products or services from the Business or otherwise materially change the terms of its relationship with the Business after, or as a result of, the consummation of any transactions contemplated by this Agreement or that any such customer is threatened with bankruptcy or insolvency. To the Knowledge of Sellers, there is no fact, condition or event which would adversely affect the relationship of the Business with any such customer.

(c) Since January 1, 2020, none of the suppliers listed on Section 3.21 of the Disclosure Schedule has indicated that it shall stop, materially decrease the rate of, or materially change the pricing of, supplying materials, products or services to the Business, or otherwise materially change the terms of its relationship with the Business. No Seller has any reason to believe that any supplier listed on Section 3.21 of the Disclosure Schedule will stop, materially decrease the rate of, or materially change the pricing of, supplying products or services to the Business or otherwise materially change the terms of its relationship with the Business after, or as a result of, the consummation of any transactions contemplated by this Agreement or that any such supplier is threatened with bankruptcy or insolvency. To the Knowledge of Sellers, there is no fact, condition or event which would adversely affect the relationship of the Business with any such supplier.

3.22 Restrictions on Business Activities. Except as set forth on Section 3.22 of the Disclosure Schedule, there is no Contract, Order, or other instrument binding upon any Seller or the current or former officers, managers, employees or independent contractors of the Company which restricts or prohibits the Company from competing with any other Person, from engaging in any business or from conducting activities in any geographic area, or which otherwise restricts or prohibits the conduct of the business of the Company.

3.23 Warranties. Each product or service provided, sold, leased, or delivered by the Company is and has been provided, sold, leased, or delivered in conformity with all applicable contractual commitments and all express and implied warranties, and the Company has no liability (and there is no basis for any present or future action, suit, Proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any liability) for replacement or repair thereof or other damages, liability or obligations in connection therewith, in excess of the reserve for warranty claims set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company. Section 3.23 of the Disclosure Schedule includes copies of the standard terms and conditions of service, sale or lease for the Company (containing applicable guaranty, warranty, and indemnity provisions). No product or service sold, leased, or delivered by the Company is subject to any material guaranty, warranty, or other indemnity beyond the applicable standard terms and conditions of sale or lease set forth in Section 3.23 of the Disclosure Schedule, except for any guaranty, warranty or other indemnity that is imposed by Law.

3.24 Disclosure. Neither this Agreement nor any agreement, attachment, schedule, exhibit, certificate or other statement delivered pursuant to this Agreement or in connection with the transactions contemplated hereby includes any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements and information contained herein or therein, not misleading. No Seller has Knowledge of any information necessary to enable a prospective purchaser of the Acquired Assets or the Business to make an informed decision with respect to the purchase of such Acquired Assets or Business that has not been expressly disclosed herein. Buyer has been provided full and complete copies of all documents referred to on the Disclosure Schedule.

ARTICLE 4

COVENANTS

The Parties agree as follows with respect to the period following the Closing.

4.1 General. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties shall take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under ARTICLE 6 below). For five (5) years following the Closing, Sellers shall retain and grant to Buyer and its representatives, at Buyer's request, access to and the rights to make copies of those records and documents related to the business of the Company and the Acquired Assets or offer to make them available before the destruction of such records and documents. Sellers shall timely pay and fully discharge all amounts owed to employees, all Taxes or amounts withheld from employees, all sales Taxes, all obligations to customers and suppliers and all other liabilities and obligations of the Company, except in each case to the extent such items are Assumed Liabilities and included as current liabilities in the final calculation of Working Capital. In addition, in order to facilitate an orderly transition, the Shareholder shall provide, and shall cause Jolin Bachmann to provide, without additional consideration, such transition services reasonably requested by the Company after the Closing for a period of up to three (3) months (the "Transition Services"). The Shareholder and Jolin Bachmann shall be permitted to retain their respective offices at the Company for a period of three (3) months after the Closing (which may be terminated at any time in the reasonable discretion of the Buyer), subject to entering into any reasonable agreements requested by the Buyer. Moreover, post-Closing, neither the Shareholder nor Jolin Bachmann shall take any action to bind the Company, direct or allocate work to the Company's employees, or represent that her/she has the authority to do so.

4.2 Litigation Support. In the event and for so long as Buyer or its Affiliates is actively contesting or defending against any Proceeding in connection with any fact, situation, circumstance, action, failure to act or transaction that occurred on or prior to the Closing Date involving the Acquired Assets, Business or Assumed Liabilities, Sellers shall cooperate with Buyer or its Affiliate (as the case may be) and its or their counsel in the contest or defense and provide such testimony and access to Sellers' books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of Buyer (unless Buyer is entitled to indemnification therefor under ARTICLE 6 below).

4.3 Transition. Each Seller shall not take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier, or other business associate of the Company from maintaining the same business relationships with Buyer and its Affiliates after the Closing as it maintained with the Company prior to the Closing.

4.4 Confidentiality. Each Seller shall not disclose or use any Confidential Information, except that, if and as long as such Seller is an employee (as applicable) of Buyer or its Affiliates after the Closing, then such Seller may use the Confidential Information in the ordinary course of his or her employment on behalf of Buyer or its Affiliates so long as such use is in compliance with all policies and agreements applicable to such Seller. Upon termination of his or her employment, such Seller shall deliver promptly to Buyer or destroy, at the request and option of Buyer, all tangible embodiments (and all copies) of the Confidential Information that are in his or her possession. If any Seller is requested or required pursuant to written or oral question or request for information or documents in any Proceeding, interrogatory, subpoena, civil investigation demand or similar process to disclose any Confidential Information, then such Seller shall notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 4.4. If, in the absence of a protective order or the receipt of a waiver hereunder, any Seller is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, then such Seller may disclose the Confidential Information to the tribunal; provided, however, that such Seller shall use his or its best efforts to obtain, at the request of Buyer, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as Buyer shall designate. The foregoing provisions shall not apply to any Confidential Information that is generally available to the public immediately prior to the time of disclosure unless such Confidential Information is so available due to the actions of such Seller.

4.5 Covenant Not to Compete. During the Restricted Period, each Seller shall not, directly or indirectly, in any manner (whether on his or its own account, or as an owner, operator, manager, consultant, officer, director, employee, investor, agent, representative or otherwise), anywhere in the Applicable Area, engage in the Business or any business that competes directly or indirectly with the Business, or own any interest in, manage, control, provide financing to, participate in (whether as an owner, operator, manager, consultant, officer, director, employee, investor, agent, representative or otherwise), or consult with or render services for any Person that is engaged in the Business that is directly or indirectly in competition with the Buyer or the Business; provided, however, that no owner of less than one percent (1%) of the outstanding equity of any publicly traded Person shall be deemed to engage solely by reason thereof in the Business. Notwithstanding the foregoing, this Section shall not prevent the Shareholder or any of his Affiliates from owning or operating in the home services industry (e.g., HVAC, plumbing, etc.), so long as marketing services are not being provided. Notwithstanding anything in this Section to the contrary, the Shareholder shall be permitted to provide general advice (without receiving compensation) for any marketing-related matters to any of his Affiliates.

4.6 Covenant Not to Solicit. During the Restricted Period, each Seller shall not, directly or indirectly, in any manner (whether on his or its own account, or as an owner, operator, manager, consultant, officer, director, employee, investor, agent, representative or otherwise), (a) call upon, solicit or provide services to any Customer with the intent of selling or attempting to sell any products or services similar to those offered by the Business, (b) hire or engage, or

recruit, solicit or otherwise attempt to employ or engage, or enter into any business relationship with, any Person currently or formerly employed by, or providing consulting services to, Buyer, or induce or attempt to induce any Person to leave such employment or consulting arrangement, or (c) in any way interfere with the relationship between Buyer or its Affiliates and any employee, consultant, Customer, sales representative, broker, supplier, licensee or other business relation (or any prospective Customer, supplier, licensee or other business relation) of Buyer or its Affiliates (including, without limitation, by making any negative or disparaging statements or communications regarding Buyer or its Affiliates or any of their operations, officers, managers, employees, independent contractors or investors).

4.7 Enforcement. If the final judgment of a court of competent jurisdiction declares that any term or provision of Sections 4.4, 4.5 or 4.6 is invalid or unenforceable, then the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closer to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed. In the event of litigation involving Sections 4.4, 4.5 or 4.6, the non-prevailing Party shall reimburse the prevailing Party for all costs and expenses, including reasonable attorneys' fees and expenses, incurred in connection with any such litigation, including any appeal therefrom. The existence of any claim or cause of action by any Seller against Buyer or its Affiliates, whether predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by Buyer of the provisions of Sections 4.4, 4.5 or 4.6, which sections will be enforceable by Buyer notwithstanding the existence of any breach by Buyer. Notwithstanding the foregoing, each Seller will be prohibited from pursuing such claims or causes of action against Buyer. In addition, in the event of a breach or violation by a Seller of Section 4.5, the Restricted Period will be tolled until such breach or violation has been duly cured.

4.8 Hired Employees. As of the Closing, Buyer or an Affiliate of Buyer is extending an offer of at-will employment, which may be conditioned upon the execution of Buyer's or such Affiliate's standard written employment terms, to each employee listed on Schedule 4.8, with such employees who accept the offer of at-will employment extended by Buyer or its Affiliates upon the Closing Date being the "Hired Employees" and Schedule 4.8 also includes a list of any individuals (i) current providing services to the Company or (ii) have provided services to the Company within the past two (2) years, who are employed by an Affiliate but are not among the Hired Employees ("Excluded Employees"). The offer of at-will employment extended by Buyer or such Affiliate to a Hired Employee shall be for a position that is substantially comparable to the position held by such employee as of the Closing Date, with substantially comparable compensation and with access to benefits that are generally available to comparable employees of Buyer or such Affiliate. Buyer shall, and shall cause such Affiliate to, provide each Hired Employee with full credit for all purposes relating to their employment and benefits, including any purposes under any Employee Benefit Plans of Buyer and for pre-Closing service as recognized by the Company. The Company shall be liable for any severance, separation or similar liabilities, if any, that are payable to any employees of the Company (other than any such liabilities that become payable by Buyer or such Affiliate to any Hired Employees after the Closing, including, but not limited to, for Assumed Employee Obligations; provided, however, that all stay incentives, bonuses or similar payments to Hired Employees shall be the sole obligation and responsibility of

the Company (subject to prior written approval by Buyer) pursuant to this Section 4.8). The Shareholder shall, or shall cause his Affiliates to, make available for participation the Employee Benefit Plans for the Hired Employees post-Closing.

4.9 Accounts Receivable. Effective on the Business Day following the Closing Date, Buyer shall (and, if required, each Seller shall fully cooperate by executing any additional documents or instruments and providing any other consent or acknowledgement required by the relevant third party payor) cause all payments made by electronic funds transfer ("EFT") to be modified or transferred such that all payments of the Assumed Accounts Receivable on that date and thereafter are made to a designated account of Buyer. Any EFT funds transfers in respect of Assumed Accounts Receivable that are received by the Company on or after the Closing Date shall promptly, but in any event within two (2) Business Days, be paid over to Buyer. Any checks received in respect of the Assumed Accounts Receivable by the Company on or after the Closing Date shall be for the account of Buyer and shall be forwarded to the chief executive officer of Buyer at the address set forth herein promptly after receipt, but in any event within two (2) Business Days thereafter.

4.10 Change of Name; Post-Closing Filings. Within five (5) Business Days following the Closing Date, the Company shall, and the Shareholder shall cause the Company to, amend its Organizational Documents, and will file such documents as are necessary to reflect the change of the name of the Company in the Company's state of formation and the other jurisdictions where the Company is qualified to do business as a foreign Person. From and after the date of filing such documents, the Company shall not, and the Shareholder shall cause the Company and Shock I.T., LLC not to, adopt any name that is confusingly similar to, or a derivation of, "1SEO.com Inc." or "1SEO". In addition, the Shareholder shall cause 1SEO Technologies, Inc. to make all necessary filings, after the Closing, with respect to the Fictitious Names, that are necessary or advisable to effectuate the transfer of the Fictitious Names pursuant to this Agreement.

4.11 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Law of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Acquired Assets to Buyer; it being understood that any liabilities arising out of the failure of Sellers to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Law of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities. Sellers shall indemnify, defend and hold Buyer and its Affiliates harmless for, from, and against any liability resulting from such waiver.

ARTICLE 5

CLOSING DELIVERIES

5.1 Closing Deliveries of Sellers. At or prior to the Closing, Sellers shall deliver or cause to be delivered to Buyer:

(a) a certificate from a duly authorized officer of the Company, dated as of the Closing Date, attaching and certifying the (i) Organizational Documents of the Company, (ii) resolutions of the board of directors of the Company and the shareholders, authorizing the

execution and delivery by the Company of this Agreement and the Ancillary Agreements to which the Company is a party and the consummation of the transactions contemplated hereby and thereby, (iii) the incumbency and signatures of the Persons signing this Agreement and the Ancillary Agreements to which the Company is a party, and (iv) good standing certificates for the Company from its jurisdiction of formation and each jurisdiction in which the Company is qualified to do business;

(b) a counterpart signature page to the Bill of Sale signed by the Company;

(c) all documentation necessary to obtain releases of all Liens (other than the Permitted Liens), including appropriate UCC termination statements;

(d) payoff and release letters from the holders of the Debt set forth on Schedule 5.1(d) that (i) reflect the amounts required in order to pay in full such Debt and (ii) provide that, upon payment in full of the amounts indicated, all Liens with respect to the assets of the Company shall be terminated and of no further force and effect, together with UCC-3 termination statements with respect to the financing statements filed against the assets of the Company by the holders of such Liens;

(e) any Consent or Order required to be obtained or made in connection with the execution and delivery of this Agreement or the performance of the transactions contemplated herein and any Consent required under any Contract or Permit set forth on Schedule 5.1(e);

(f) a Lease Assignment for each Lease;

(g) a duly completed and properly executed IRS Form W-9 dated as of the Closing Date from each of the Sellers;

(h) an offer letter and restrictive covenants agreement with Catrina Bachmann in a form mutually agreed upon by Buyer and Catrina Bachmann (the "Bachmann Letter");

(i) restrictive covenant agreement with Jolin Bachmann in form and substance satisfactory to Buyer (collectively, the "Covenant Agreement");

(j) a counterpart signature page to the Escrow Agreement signed by the Company;

(k) a counterpart signature page to the Domain Name Assignment signed by the Company;

(l) [Reserved];

(m) [Reserved];

(n) [Reserved];

(o) the Subscription Agreement executed by the Company, including the execution of a joinder agreement in connection with the Rollover Equity; and

(p) all other instruments and documents required by this Agreement to be delivered by the Company or the Shareholder to Buyer, and such other instruments and documents which Buyer or its counsel may reasonably request to effectuate the transactions contemplated hereby.

All such agreements, documents and other items shall be in form and substance satisfactory to Buyer.

5.2 Closing Deliveries of Buyer. At or prior to the Closing, Buyer shall deliver or cause to be delivered to Sellers, as applicable:

(a) a certificate from a duly authorized officer of Buyer, dated as of the Closing Date, attaching and certifying (i) the authorizing resolutions of Buyer, and (iii) the incumbency and signatures of the Persons signing this Agreement and the other Ancillary Agreements to which Buyer is a party;

(b) counterpart signature pages, signed by Buyer (or an Affiliate of Buyer), to:

(i) the Bill of Sale;

(ii) a Lease Assignment for each Lease;

(iii) the Bachmann Letter;

(iv) the Escrow Agreement;

(v) the Domain Name Assignment; and

(vi) the Subscription Agreement.

(c) all other instruments and documents required by this Agreement to be delivered by Buyer to Sellers, and such other instruments and documents which Sellers or their counsel may reasonably request to effectuate the transactions contemplated hereby.

(d) All such agreements, documents and other items shall be in form and substance satisfactory to the Company.

ARTICLE 6

REMEDIES FOR BREACHES OF THIS AGREEMENT

6.1 Indemnification by Sellers.

(a) Subject to the terms and conditions of this ARTICLE 6, the Company and the Shareholder, jointly and severally, shall indemnify, defend and hold harmless Buyer and each of its Affiliates, and its successors and assigns (the "Buyer Indemnitees") from and against the entirety of any Adverse Consequences that any Buyer Indemnitee may suffer or incur (including any Adverse Consequences they may suffer or incur after the end of any applicable survival period,

provided that an indemnification claim with respect to such Adverse Consequence is made pursuant to this ARTICLE 6 prior to the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by (i) any breach or inaccuracy of any representation or warranty made in ARTICLE 3 or in any Ancillary Agreement; (ii) any breach of any covenant or agreement of a Seller in this Agreement or in any Ancillary Agreement; (iii) Indemnified Taxes, or (iv) the specific matters listed on Schedule 6.1(a)(iv).

(b) The Company and the Shareholder, jointly and severally, shall pay and otherwise fully satisfy and discharge all Excluded Liabilities, and shall indemnify, defend and hold all Buyer Indemnitees harmless from and against, and shall reimburse all Buyer Indemnitees for, all Adverse Consequences that any Buyer Indemnitee may suffer or incur in connection with any Excluded Liabilities.

6.2 Indemnification by Buyer. Subject to the terms and conditions of this ARTICLE 6, Buyer shall indemnify, defend and hold harmless the Company, the Shareholder, their respective Affiliates, and their respective successors and assigns (the "Seller Indemnitees") from and against the entirety of any Adverse Consequences they may suffer or incur (including any Adverse Consequences they may suffer or incur after the end of any applicable survival period, provided that an indemnification claim with respect to such Adverse Consequence is made pursuant to this ARTICLE 6 prior to the end of any applicable survival period) resulting from, arising out of, relating to, in the nature of, or caused by (a) any breach or inaccuracy of any representation or warranty made by Buyer in ARTICLE 2 or in any Ancillary Agreement, or (b) any breach of any covenant or agreement of Buyer in this Agreement or in any Ancillary Agreement.

6.3 Survival and Time Limitations. All representations, warranties, covenants and agreements of the Parties in this Agreement or any other certificate or document delivered pursuant to this Agreement will survive the Closing. Neither the Company nor the Shareholder will have liability with respect to any claim under Section 6.1(a)(i) unless Buyer notifies the Company of such a claim on or before the twenty-four (24) month anniversary of the Closing Date; provided, however, that any claim relating to any representation or warranty made in Section 3.1 (Organization, Qualification, and Power), Section 3.2 (Authorization of Transaction), Section 3.3 (Capitalization and Subsidiaries), Section 3.5 (Brokers' Fees), Section 3.6 (Assets), Section 3.7 (Financial Statements), Section 3.9 (Legal Compliance), and Section 3.10 (Tax Matters), Section 3.12 (Intellectual Property), Section 3.17 (Employee Benefits), and Section 3.19 (Environmental, Health and Safety matters) may be made at any time without limitation (collectively, the representations and warranties described above are referred to as the "Excluded Representations") and any claim related to intentional or fraudulent breaches of the representations and warranties may be made at any time without limitation. Buyer will have no liability with respect to any claim for any breach or inaccuracy of any representation or warranty in this Agreement unless the Company notifies Buyer of such a claim on or before the twenty-four (24) month anniversary of the Closing Date; provided, however, that any claim relating to any representation made in Section 2.1 (Organization of Buyer), Section 2.2 (Authorization of Transaction), and Section 2.4 (Brokers' Fees) may be made at any time without limitation. If Buyer or the Company, as applicable, provides proper notice of a claim within the applicable time period set forth above, then liability for such claim will continue until such claim is resolved.

6.4 Limitation on Indemnification by Sellers; Payments by Sellers.

(a) With respect to the matters described in Section 6.1(a)(i), neither the Company nor the Shareholder will have liability with respect to such matters until Buyer Indemnitees have suffered aggregate Adverse Consequences by reason of all such breaches in excess of $60,000 (the "Threshold"), after which point the Company and the Shareholder will be obligated to indemnify Buyer Indemnitees from and against all Adverse Consequences from and including the first dollar; provided, that the foregoing limitations shall not apply in respect of any Adverse Consequences relating to (i) breaches of the Excluded Representations or (ii) any intentional misrepresentation or fraud.

(b) With respect to the matters described in Section 6.1(a)(i), the aggregate maximum liability of Sellers shall be $7,000,000 (the "Cap"); provided, that the foregoing limitations shall not apply in respect of any Adverse Consequences relating to (i) breaches of the Excluded Representations or (ii) any intentional misrepresentation or fraud.

(c) With respect to the matters described in Section 6.1(a)(i) relating to breach of any Excluded Representation, the aggregate maximum liability of the Sellers shall be the Purchase Price paid to the Company pursuant to the transactions contemplated by this Agreement.

(d) The Parties hereto acknowledge and agree that, to the extent any indemnification payment is required to be made by the Shareholder or the Company pursuant to Section 6.1(a)(i) (other than for Excluded Representations and any intentional misrepresentation or fraud), such amounts will first be satisfied from the Indemnification Escrow Amount to the extent then available.

(e) From and after the Closing, any Adverse Consequences resulting from a breach of Sellers' representations and warranties for which a Buyer Indemnitee is entitled to indemnification pursuant to the terms of this Agreement shall be satisfied (i) first, to the extent such Adverse Consequences exceed the Threshold, from the Indemnification Escrow Amount pursuant to the terms of the Escrow Agreement, and (ii) second, to the extent such Adverse Consequences exceed the Indemnification Escrow Amount, by the Sellers, jointly and severally, in an amount not to exceed the Cap, except for claims in connection with intentional misrepresentation or fraud, for which the aggregate maximum liability of the Sellers shall be the Purchase Price paid to the Company.

(f) Notwithstanding anything to the contrary herein, the Company and the Shareholder shall only be required to indemnify a Buyer Indemnitee for Adverse Consequences that are in excess of any applicable insurance proceeds actually received by such Buyer Indemnitee in connection with such Adverse Consequences (net of any reasonable costs and expenses actually incurred by such Buyer Indemnitee in collecting such proceeds, including any increase in insurance premiums).

6.5 Limitations on Indemnification by Buyer.

(a) With respect to the matters described in Section 6.2(a), Buyer will have no liability with respect to such matters until Seller Indemnitees have suffered Adverse Consequences by reason of all such breaches in excess of the Threshold, after which point Buyer will be obligated to indemnify Seller Indemnitees from and against all Adverse Consequences from and including

the first dollar; provided, that the foregoing limitations shall not apply in respect of any Adverse Consequences relating to (i) breaches of any representation made in Section 2.1 (Organization of Buyer), Section 2.2 (Authorization of Transaction), and Section 2.4 (Brokers' Fees) or (ii) any intentional misrepresentation or fraud.

(b) With respect to the matters described in Section 6.2(a), the aggregate maximum liability of Buyer shall be the Cap; provided, that the foregoing limitation shall not apply in respect of any Adverse Consequences relating to (i) breaches of any representation made in Section 2.1 (Organization of Buyer), Section 2.2 (Authorization of Transaction), and Section 2.4 (Brokers' Fees) or (ii) any intentional misrepresentation or fraud.

6.6 Third-Party Claims.

(a) If a third party initiates a claim, demand, dispute, lawsuit or arbitration (a "Third-Party Claim") against any Person (the "Indemnified Party") with respect to any matter that the Indemnified Party might make a claim for indemnification against any Party (the "Indemnifying Party") under this ARTICLE 6, then the Indemnified Party must promptly notify the Indemnifying Party in writing of the existence of such Third-Party Claim and must deliver copies of any documents served on the Indemnified Party with respect to the Third-Party Claim; provided, however, that any failure on the part of an Indemnified Party to so notify an Indemnifying Party shall not limit any of the obligations of the Indemnifying Party under this ARTICLE 6 (except to the extent such failure materially prejudices the defense of such proceeding).

(b) Upon receipt of the notice described in Section 6.6(a), the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party, provided, that (i) the Indemnifying Party notifies the Indemnified Party in writing within fifteen (15) days after the Indemnified Party has given notice of the Third-Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third-Party Claim, (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder, (iii) the Third-Party Claim involves only money damages and does not seek an injunction or other equitable relief, (iv) settlement of, or an adverse judgment with respect to, the Third-Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests or the reputation of the Indemnified Party, and (v) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently. The Indemnifying Party will keep the Indemnified Party apprised of all material developments, including settlement offers, with respect to the Third-Party Claim and permit the Indemnified Party to participate in the defense of the Third-Party Claim. So long as the Indemnifying Party is conducting the defense of the Third-Party Claim in accordance with this Section 6.6(b), the Indemnifying Party will not be responsible for any attorneys' fees or other expenses incurred by the Indemnified Party regarding the defense of the Third-Party Claim.

(c) In the event that any of the conditions under Section 6.6(b) is or becomes unsatisfied, however, (i) the Indemnified Party may defend against, and consent to the entry of any judgment on or enter into any settlement with respect to, the Third-Party Claim in any manner it may reasonably deem appropriate subject to the commercially reasonable approval of the Indemnifying Party, which shall not be unreasonably withheld, conditioned or delayed, (ii) the Indemnifying Parties will reimburse the Indemnified Party promptly and periodically for the costs of defending against the Third-Party Claim (including reasonable attorneys' fees and expenses), and (iii) the Indemnifying Parties will remain responsible for any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third-Party Claim to the fullest extent provided in this ARTICLE 6.

(d) Except in circumstances described in Section 6.6(c), neither the Indemnified Party nor the Indemnifying Party will consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.

6.7 Other Indemnification Matters. All indemnification payments under this Agreement will be deemed adjustments to the Cash Payment for Tax purposes, unless otherwise required by Law. For purposes of determining whether there has been any misrepresentation or breach of a representation or warranty, and for purposes of determining the amount of Adverse Consequences resulting therefrom, all qualifications or exceptions in any representation or warranty relating to or referring to the terms "material", "materiality", "in all material respects", "Material Adverse Effect" or any similar term or phrase shall be disregarded, it being the understanding of the Parties that for purposes of determining liability under this ARTICLE 6, the representations and warranties of the Parties contained in this Agreement shall be read as if such terms and phrases were not included in them.

6.8 Setoff. If any Buyer Indemnitee makes a claim for indemnification in accordance with this ARTICLE 6 in an amount in excess of the then-remaining Indemnification Escrow Amount available for distribution, then Buyer shall be entitled, but is not obligated, to recover any Adverse Consequences due from the Company or the Shareholder under this Agreement by setting off such amounts against any amounts payable to the Company or the Shareholder, including the Earnout Amount and/or Earnout Note. The exercise of such right of set off by Buyer, whether or not ultimately determined to be justified, will not constitute a breach of this Agreement. Neither the exercise nor the failure to exercise such right of set off will constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it.

ARTICLE 7

TAX MATTERS

The following provisions will govern the allocation of responsibility as between Buyer and Sellers for certain tax matters following the Closing Date:

7.1 Tax Indemnification. In addition to the indemnification provisions of ARTICLE 6, except to the extent such Taxes are reflected as a liability for purposes of calculating Working Capital on the Closing Statement, the Company and the Shareholder shall be liable for, and shall

jointly and severally indemnify, defend and hold Buyer Indemnitees harmless from all Taxes of the Company and the Shareholder.

7.2 Cooperation on Tax Matters.

(a) Each Party shall cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing and preparation of Tax Returns and any Proceeding related thereto. Such cooperation will include the retention and (upon the other Party's request) the provision of records and information that are reasonably relevant to any such Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Parties shall retain all books and records with respect to Tax matters pertinent to the Company relating to any Tax period beginning before the Closing Date until thirty (30) days after the expiration of the statute or period of limitations of the respective Tax periods.

(b) The Sellers shall promptly notify the Buyer in writing upon receipt by the Sellers of notice of any pending or threatened Tax audits or assessments relating to the income, properties or operations of the Sellers that reasonably may be expected to relate to or give rise to a Lien on the Acquired Assets or the Business. Each of the Buyer and the Sellers shall promptly notify the other in writing upon receipt of notice of any pending or threatened Tax audit or assessment challenging the Final Purchase Price Allocation.

7.3 Certain Taxes. All transfer (including real estate transfer), documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement or the transactions contemplated hereby will be paid fifty percent (50%) by the Company (or the Shareholder on behalf of the Company), and fifty percent (50%) by Buyer, when due, and the Company shall file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees, and, if required by applicable Law, Buyer will join in the execution of any such Tax Returns and other documentation.

ARTICLE 8

DEFINITIONS

"Accountant" has the meaning set forth in Section 1.9 above.

"Acquired Assets" means all right, title, and interest in and to all of the assets of the Company, including but not limited to:

(a) all fixtures and leasehold improvements;

(b) fixed assets, machinery, equipment, vehicles, supplies, furniture, inventory, and tangible personal property;

(c) all Intellectual Property and other general intangibles of the Company (including the fictitious/trade names 1SEO Technologies, Inc and 1SEO Technologies; 1SEO IT Support and Digital Agency; 1SEO Tech, and 1SEO IT Support (collectively, the "Fictitious Names");

telephone numbers, domain names, social media (including the "In the Den" podcast and YouTube channel) and third-party website profiles, website and marketing collateral content, reputation, Company data and information systems, and the internet addresses (including IPv4 and IPv6 addresses registered to the Company) and e-mail addresses of employees of the Company;

(d) all Contracts, including all rights and benefits under any Contract, personal property lease, real property lease, purchase option, customer order, purchase order, plan, instrument, document, commitment, arrangement, undertaking or authorization of the Company, and any note, indenture, Lien, or guaranty made for the benefit of the Company;

(e) all Assumed Accounts Receivable and undeposited funds to the extent not collected prior to the Closing and notes receivables;

(f) all refunds, prepayments, prepaid expenses, or other deferred items, including those arising under any Contract;

(g) any units, membership interests, options, warrants, convertible securities or any other securities or equity interests held by the Company;

(h) all rights, causes of action, choses in action, rights of recovery, rights of set off, rights of recoupment, and claims, counterclaims, credits, rights and interests, rights to indemnification or similar rights, known or unknown, matured or unmatured, assumed or contingent, against third parties;

(i) all logs, client lists, books of insurance business, expiration lists, customer and supplier lists, customer relationships, drawings, and specifications, creative materials, business and financial records and files (other than original corporate records, equity registers and minute books), correspondence, advertising, promotional, and marketing materials and supplier information, studies, reports, employee files, data and books of account, payroll, personnel and medical records, Tax Returns (and related workpapers and supporting documentation) and all other Tax files and records, and other recorded material whether printed or computerized;

(j) all rights under warranties (express or implied), indemnities and all similar rights against third parties;

(k) all Permits relating to operation of the Business by the Company;

(l) all rights and benefits under all insurance policies (except as related to Employee Benefit Plans);

(m) all computer programs (including any licenses to such items licensed by the Company), subject to the terms of applicable software agreements;

(n) all intangible rights and goodwill of the Company;

(o) all security or other deposits relating to any of the foregoing;

(p) the three (3) Toyota Scion X8s utilized by the Company's sales force; and

(q) all other tangible and intangible assets, wherever located;

provided, however, in each case, that the Acquired Assets shall not include the Excluded Assets. To the extent any assets or property owned by the Shareholder or an Affiliate of any Seller are necessary or advisable to the continued conduct of the Business (other than the Excluded Assets), they shall be included within the defined term "Acquired Assets" for purposes hereof if they would have been so included had they been owned by the Company, and the Sellers shall cause the Shareholder or the affiliates of any other Seller to convey such assets and property to Buyer, free and clear of all Liens, other than Permitted Liens, for no additional consideration.

"Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, Orders, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, Taxes, Liens, losses, damages, deficiencies, costs of investigation, court costs, and other expenses (including interest, penalties and reasonable attorneys' fees and expenses, whether in connection with Third-Party Claims or claims among the Parties related to the enforcement of the provisions of this Agreement).

"Affiliate" means, with respect to the Person to which it refers,

(a) a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person,

(b) any officer, director, manager or equityholder of such Person,

(c) any parent, sibling, descendant or spouse of such Person or of any of the Persons referred to in clauses (a) and (b), and

(d) any corporation, limited liability company, general or limited partnership, trust, association or other business or investment entity that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with any of the foregoing individuals. For purposes of this definition, the term "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preface above.

"Allocation " has the meaning set forth in Section 1.11 above.

"Ancillary Agreements" means all of the agreements and instruments being executed and delivered pursuant to this Agreement.

"Applicable Area" means (a) North America, but if such area is determined by judicial action to be too broad, then it means (b) any state within the United States of America in which the Company engaged in Business prior to the Closing Date.

"Assumed Accounts Payable" means amounts related to the provision of services that are included as account payables on the books of the Company, that are payable to Persons other than the Shareholder or Affiliates of the Company, which arose in the ordinary course of business, and

only to the extent accrued for and included as a current liability in the final calculation of the Working Capital.

"Assumed Accounts Receivable" means all amounts owed to the Company from any of its customers or clients arising from the provision of services to such customers or clients by the Company whether said amounts are billed or unbilled or recorded on the books of the Company to the extent that such amounts owed are less than sixty (60) days outstanding. For purposes hereof, all Assumed Accounts Receivable are deemed to arise immediately upon the provision of such services by the Company to a customer or client.

"Assumed Employee Obligations" means (a) the amount of any accrued, but unpaid, regular salaries, commissions and bonuses payable to the applicable Hired Employees, (b) accrued payroll taxes, and (c) the amount of any accrued, but unpaid, paid time off applicable to each Hired Employee, in each case, but only to the extent accrued for and included as a current liability in the final calculation of the Working Capital, with such amounts being as set forth on Schedule 8(a).

"Assumed Liabilities" means (a) Assumed Accounts Payable, (b) Assumed Employee Obligations, and (c) all obligations of the Company under the Contracts listed on Section 3.13(a) of the Disclosure Schedule, which arise after the Closing, either (i) to furnish goods, services, and other non-Cash benefits to another party, solely to the extent such obligation is required to be performed after the Closing or (ii) to pay for goods, services, and other non-Cash benefits that another party will furnish to it, solely to the extent such obligation is required to be performed after the Closing, but, for the avoidance of doubt, not obligations for any breach or violation of such Contracts that occurred prior to the Closing; provided, however, that the Assumed Liabilities shall not include the Excluded Liabilities.

"Bachmann Letter" has the meaning set forth in Section 5.1(h) above.

"Bill of Sale" means that certain Assignment, Bill of Sale and Assumption of Liabilities Agreement dated as of the date hereof by and between the Company and Buyer.

"Business" means the business of providing search engine optimization ("SEO"), search engine marketing ("SEM"), digital marketing services, and all other services provided by the Company.

"Business Day" means any day that is not a Saturday, Sunday or any other day on which banks are required or authorized by Law to be closed in Wilmington, Delaware.

"Buyer" has the meaning set forth in the preface above.

"Buyer Indemnitees" has the meaning set forth in Section 6.1(a) above.

"Cap" has the meaning set forth in Section 6.4(b) above.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136), as amended, and any administrative or other guidance published with respect thereto by any Governmental Entity (including IRS Notices 2020-22 and 2020-65), or any other Law or executive order or executive memorandum (including the Memorandum on Deferring Payroll Tax

Obligations in Light of the Ongoing COVID-19 Disaster, dated August 8, 2020) intended to address the consequences of COVID-19 (in each case, including any comparable provisions of state, local or non-U.S. Law and including any related or similar orders or declarations from any Governmental Entity), all as amended.

"Cash" means the aggregate amount of cash and cash equivalents of the Company on a consolidated basis as determined in accordance with GAAP, consistently applied; provided, that if such aggregate amount of cash and cash equivalents is a negative number, then it shall include the amount of all fees, penalties or interest related to such negative amount of Cash.

"Cash Amount" means the aggregate amount of Cash as of the Closing Date.

"Cash Payment" means the amount equal to (a) Sixteen Million Dollars ($16,000,000), plus (b) the Cash Amount, plus (c) the Working Capital Surplus, if any, minus (d) the Working Capital Deficit, if any, minus (e) the Debt Amount, minus (f) the Transaction Expenses Amount, minus (g) the Escrow Amount, minus (h) $3,000,000, which represents the aggregate potential Earnout Amount, minus (i) the Rollover Amount.

"Closing" has the meaning set forth in Section 1.14 above.

"Closing Date" has the meaning set forth in Section 1.14 above.

"Closing Statement" has the meaning set forth in Section 1.9 above.

"COBRA" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Code §4980B and of any similar state Law.

"Code" means the Internal Revenue Code of 1986, as amended, and any applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

"Commission Agreements" has the meaning set forth in Section 3.13(a)(xxii) above.

"Company" has the meaning set forth in the preface above.

"Company Insurance Agreements" has the meaning set forth in Section 3.14(a) above.

"Company Products" has the meaning set forth in Section 3.12(h) above.

"Company Securities" means all of the issued and outstanding equity of the Company.

"Company Software" means Software developed by or for the Company.

"Confidential Information" means any information concerning the business and affairs of the Company or the Business not already generally available to the public.

"Consent" means, with respect to any Person, any consent, approval, authorization, permission or waiver of, or registration, declaration or other action or filing with or exemption by such Person.

"Contract" means any oral or written contract, obligation, understanding, commitment, lease, license, purchase order, bid or other agreement.

"Copyrights" has the meaning set forth in the definition of Intellectual Property below.

"Covid-19 Assistance Subsidy" has the meaning set forth in Section 3.10(m) above.

"Covenant Agreement" has the meaning set forth in Section 5.1(i) above.

"Customer" means any Person who (a) purchased products or services from the Company (or its predecessors) during the four (4) years prior to the Closing Date, (b) was called upon or solicited by the Company (or its predecessors) during such four (4) year period, or (c) was a distributor, sales representative, agent or broker for the Company during such four (4) year period.

"Data Security Requirements" means, collectively, all of the following to the extent related to the collection, use, processing, storage, protection, transfer or disposition of data, or otherwise relating to privacy, data protection and security, anti-spam, security breach notification requirements applicable to the Company: (a) all applicable Laws, including any legislation currently in force in any jurisdiction worldwide concerning the protection or processing of personal data, such as the Children's Online Privacy Protection Act (COPPA), the Computer Fraud and Abuse Act (CFAA), the California Consumer Privacy Act (CCPA), the Telephone Consumer Protection Act (TCPA), and the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any legislation which implements the European Union's Directive 95/46/EC and the Privacy and Electronic Communications Directive (2002/58/EC), each as amended, or which implements any other current legal act of the European Union or the United Kingdom concerning the protection and processing of personal data, as applicable; (b) the Company's own rules, policies and procedures; (c) industry standards applicable to the industry in which the Company operates, such as the Payment Card Industry (PCI) Data Security Standards; and (d) all contractual commitments of the Company.

"Debt" means any (a) obligations relating to indebtedness for borrowed money, (b) obligations evidenced by bonds, notes, debentures or similar instruments, (c) obligations in respect of capitalized leases (calculated in accordance with GAAP), (d) the principal or face amount of banker's acceptances, surety bonds, performance bonds or letters of credit (in each case whether or not drawn), (e) obligations for the deferred purchase price of property or services, including, without limitation, the maximum potential amount payable with respect to earnouts, purchase price adjustments or other payments related to acquisitions (other than current accounts payable to suppliers and similar accrued liabilities incurred in the Ordinary Course of Business, paid in a manner consistent with industry practice and reflected as a current liability in the final calculation of Working Capital), (f) obligations under any existing interest rate, commodity or other swap, hedge or financial derivative agreement entered into by the Company prior to Closing, (g) Off-Balance Sheet Financing of the Company in existence immediately prior to the Closing, (h) other long term or non-ordinary course liabilities (i) any unpaid income Tax or any liabilities or obligations resulting from the Company's deferral of any employment and payroll taxes pursuant to the CARES Act, (j) indebtedness or obligations of the types referred to in the preceding clauses (a) through (i) of any other Person secured by any Lien on any assets of the Company, even though

the Company has not assumed or otherwise become liable for the payment thereof, and (k) obligations in the nature of guarantees of obligations of the type described in clauses (a) through (g) above of any other Person, in each case together with all accrued interest thereon and any applicable prepayment, redemption, breakage, make-whole or other premiums, fees or penalties.

"Debt Amount" means all Debt of the Company (on a consolidated basis) as of the Closing Date, plus, without duplication, any amounts required to fully pay or otherwise satisfy all such Debt (including, but not limited to, any prepayment premium or penalty, breakage costs, accrued interest and costs and expenses).

"Designated Courts" has the meaning set forth in Section 9.10 below.

"Disclosure Schedule" means the disclosure schedule delivered by the Shareholder and/or the Company to Buyer on the date hereof.

"Domain Name Assignment" means that certain Domain Name Assignment dated as of the date hereof between the Company and Buyer.

"ERCs" has the meaning set forth in Section 3.10(m) above.

"Earnout Amount" means any amount paid by Buyer to the Company pursuant to Section 1.5 above.

"Earnout Measurement Period" has the meaning specified in Section 1.4 above.

"Earnout Note" has the meaning specified in Section 1.4 above.

"Earnout Objections Statement" has the meaning specified in Section 1.5 above.

"Earnout Report" has the meaning specified in Section 1.5 above.

"EFT" has the meaning set forth in Section 4.9 above.

"Employee Benefit Plan" means any (a) qualified or nonqualified Employee Pension Benefit Plan or deferred compensation or retirement plan, fund, program, or arrangement, (b) Employee Welfare Benefit Plan, (c) "employee benefit plan" (as such term is defined in ERISA §3(3)), (d) equity-based plan, program, or arrangement (including any equity option, equity purchase, equity ownership, equity appreciation, phantom equity, or restricted equity plan), or (e) other retirement, severance, bonus, profit-sharing, incentive, health, medical, surgical, hospital, indemnity, welfare, sickness, accident, disability, death, apprenticeship, training, day care, scholarship, tuition reimbursement, education, adoption assistance, prepaid legal services, termination, unemployment, vacation or other paid time off, change in control, or other similar plan, fund, program, or arrangement, whether written or unwritten, that is sponsored, maintained, or contributed to, or required to be maintained or contributed to, by the Company or any ERISA Affiliate for the benefit of any present or former officers, employees, agents, managers, directors, consultants, or independent contractors of the Company or an ERISA Affiliate.

"Employee Pension Benefit Plan" has the meaning set forth in ERISA §3(2).

"Employee Welfare Benefit Plan" has the meaning set forth in ERISA §3(1).

"Environmental, Health, and Safety Requirements" means all Laws and Orders concerning public health and safety, worker and occupational health and safety, natural resources and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, recycling, discharge, release, threatened release, control, or cleanup of any Hazardous Substances.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any Person that, together with the Company, would be treated as a single employer under Section 414 of the Code or Section 4001 of ERISA and the regulations thereunder.

"Escrow Agent" means SRS Acquiom.

"Escrow Agreement" means that certain Escrow Agreement dated as of the date hereof among the Escrow Agent, the Company and Buyer.

"Escrow Amount" has the meaning set forth in Section 1.3(d) above.

"Estimated Cash Payment" has the meaning set forth in Section 1.6 above.

"Excluded Assets" means (a) Cash, (b) the corporate articles of incorporation, bylaws, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer, and other identification numbers, seals, minute books, equity transfer books, blank equity interest certificates, and other documents relating to the formation, maintenance, and existence of the Company as a corporation, (c) any shares, options, warrants, convertible securities or any other equity interests of the Company, (d) all rights of the Company or the Shareholder under this Agreement, (e) any assets of, or specifically relating to, any Employee Benefit Plans of the Company, (f) except as provided in the last sentence of the definition of "Acquired Assets", assets owned by the Shareholder or his other Affiliates, even if historically run through the Company's financials and bank accounts, (g) any recoveries by the Company for counterclaims in connection with the My Phillie Wireless Litigation (as defined on Schedule 6.1(a)(iv)); (h) any ERC proceeds of the Company with respect to ERCs filed prior to the Closing with respect to pre-Closing periods; and (i) the Order Form and Use of Services by and between the Company and Lever, Inc. dated November 11, 2022.

"Excluded Liabilities" means any liability or obligation of the Company or the Shareholder or for which Buyer is alleged to be liable, that is not an Assumed Liability, including but not limited to, (a) any severance obligations to employees, officers, executives, and management of the Company; (b) all liabilities for any present or former employees, officers, directors, retirees, independent contractors or consultants of the Company, including, without limitation, any liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments and all accrued payroll or other ordinary course expenses that are not Assumed Employee Obligations; (c) any liability or obligation of the Company or any of its ERISA Affiliates under their Employee Benefit

Plans; (d) all liabilities arising out of, in respect of or in connection with the failure by the Company or any of its Affiliates to comply with any Law or Order; (e) all liabilities in respect of any pending or threatened claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity arising out of, relating to or otherwise in respect of the operation of the Business or the Acquired Assets; (f) any Debt of the Company; (g) all liabilities in respect of operations of the Business or Acquired Assets prior to the Closing or relating to products or services delivered, performed, or sold prior to the Closing; (h) any liability to the Shareholder; (i) all Transaction Expenses; (j) any obligation of the Company to indemnify or hold harmless any current or former manager or officer of the Company; (k) any refunds, overpayments or other similar amounts payable to a Governmental Body or any other Person; (l) any liability or obligation related to any Excluded Asset; (m) all accounts payable that do not constitute Assumed Accounts Payable; (n) any liability or obligation of the Company or the Shareholder for Taxes (including Taxes with respect to the Acquired Assets), including income, transfer, sales, use, and other Taxes (including bulk sales taxes) arising in connection with the consummation of the transactions contemplated hereby, as well as any prorated Taxes for the portion of any straddle period ending on the Closing Date (determined in accordance with Section 7.4(b)) and any Taxes otherwise imposed on the Acquired Assets or with respect to the Business for any taxable period or portion thereof ending on or before the Closing Date and any Taxes that are the responsibility of the Sellers pursuant to Section 7.3; (o) all Liabilities related to the Shareholder personally or related in any manner to his other businesses, even if historically run through the Company's financials, credit cards, payroll and bank accounts; (p) any liability associated with the Fictitious Names; (q) any liability under the Lease that arises after the Closing and the execution of the Lease Assignment; and (r) any liability or obligation set forth on Schedule 8(b), in each case: (i) including, without limitation, any of the foregoing arising from matters disclosed to Buyer or its Affiliates or otherwise referenced in this Agreement, and whether any related claim arises before or after the Closing and (ii) whether such matters are known or unknown, contingent or otherwise, whether accrued, liquidated, matured or unmatured.

"Excluded Representations" has the meaning set forth in Section 6.3 above.

"Fiduciary" has the meaning set forth in ERISA §3(21).

"Final Cash Payment" has the meaning set forth in Section 1.9 above.

"Financial Statements" has the meaning set forth in Section 3.7(a) above.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States as set forth in pronouncements of the Financial Accounting Standards Board (and its predecessors) and the American Institute of Certified Public Accountants.

"Governmental Body" means any foreign or domestic federal, state or local government or quasi-governmental authority or any department, agency, subdivision, court or other tribunal of any of the foregoing.

"Hazardous Substances" means (a) petroleum or petroleum products, byproducts, flammable materials, explosives, radioactive materials, radon gas, lead-based paint, asbestos in

any form, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), transformers or other equipment that contain dielectric fluid containing PCBs, toxic mold or fungus of any kind or species, materials, or wastes, chemical substances, or mixtures, pesticides, noise, or radiation, (b) any chemicals or other materials or substances which are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "toxic pollutants," "contaminants," "solid waste," "pollutants," or words of similar import under any applicable Environmental, Health, and Safety Requirements, and (c) any other chemical, material or substance exposure to which is prohibited, limited or regulated under any applicable Environmental, Health, and Safety Requirements.

"Hired Employees" has the meaning set forth in Section 4.8 above.

"Illustrative Calculation" has he meaning set forth in Schedule 1.10 below.

"Improvements" means all buildings, structures, fixtures, building systems and equipment, and all components thereof (including the roof, foundation and structural elements), included in the Leased Real Property.

"Indemnification Escrow Amount" has the meaning set forth in Section 1.3(c) above. Subject to this Agreement and the Escrow Agreement, the Indemnification Escrow Amount shall be held in escrow for a period of twenty four (24) months after the Closing Date.

"Indemnified Party" has the meaning set forth in Section 6.6(a) above.

"Indemnified Taxes" means, except to the extent included in Debt or reflected as a liability for purposes of calculating Working Capital on the Closing Statement, (a) all Taxes (or the non-payment thereof) of the Company for any pre-Closing Tax period, (b) any and all Taxes of any member of an affiliated consolidated, combined or unitary group of which the Company (or any predecessor thereof) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar state, local or foreign Law, (c) any and all Taxes of any Person imposed on the Company as a transferee or successor, by Contract or pursuant to any Law, which Taxes are imposed on the Company as a result of an event or transaction occurring on or prior to the Closing Date, (d) all Taxes imposed on or incurred by any Seller, (e) all Taxes included in the definition of Excluded Liabilities, and (f) all amounts (including Taxes) with respect to any ERCs claimed or received by the Sellers.

"Indemnifying Party" has the meaning set forth in Section 6.6(a) above.

"Intellectual Property" means all intellectual property and other similar proprietary rights, whether registered or unregistered, including all of the following in any jurisdiction throughout the world: (a) all inventions and discovery inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and counterparts claiming priority therefrom, and related patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, extensions, and reexaminations thereof and all rights associated with any of the foregoing (together, the "Patents"), (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate and business names, and other source or business identifiers, and Internet domain names, including any registration for any Domain Name and right with respect to any Internet address (including IPv4 and IPv6

addresses), together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (together, the "Trademarks"), (c) all copyrights and works of authorship, and other copyrightable works, whether or not copyrightable, and whether published or unpublished, including software code, translations, documentation, marketing and training materials, user interface designs, compilations, and databases, and all applications, registrations, and renewals in connection therewith, and all derivative works, adaptions, compilations, and combinations of the foregoing (together, the "Copyrights"), (d) all trade secrets and other confidential and proprietary business information and other information that derives economic value from not being generally known (including ideas, research and development, know-how, formulas, compositions, processes and techniques, technical data and information, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) (together, the "Proprietary Information"), (e) all Software, and (f) all other proprietary rights.

"Intellectual Property Agreements" means (a) any Contract for the development of any Intellectual Property by any third party for, with or on behalf of the Company, and (b) all licenses, sublicenses and other agreements whereby (i) the Company is authorized to use or access any Intellectual Property (other than for off-the-shelf commercially available Software, freeware, or Open Source Software, in each case, that do not require payment of any recurring license fees, subscription fees, or any recurring support and maintenance and which have not been customized in any material way) or (ii) the Company licenses or otherwise authorizes a third party to use or access any Company Intellectual Property.

"Knowledge" means (a) in the case of an individual, the actual or constructive knowledge of such individual, upon reasonable inquiry, and (b) in the case of the Company, the actual or constructive knowledge of the Shareholder and Catrina Bachmann, Jolin Bachmann, BJ Bergey, and William Rossell upon reasonable inquiry.

"Landlord" has the meaning set forth in Section 3.11(e).

"Law" means any foreign or domestic federal, state or local law, statute, code, ordinance, regulation, rule, consent agreement, constitution or treaty of any Governmental Body, including common law.

"Lease Assignment(s)" means for each Lease, an agreement providing for: (a) the assignment and assumption of the rights and obligations of the Company under such Lease which arise or occur after the Closing Date, together with all security or other deposits held by the Company thereunder; (b) for any Lease requiring Consent from any Landlord in connection with the transaction contemplated by this Agreement, written approval from such Landlord of the assignment and assumption of rights and other terms contemplated pursuant to such Lease Assignment; (c) any amendments to such Lease acceptable to Buyer and any applicable Landlord; and (d) written verification from the applicable Landlord under such Lease as to (i) the required security or other rental deposit under such Lease, (ii) the amount of such deposit currently held by the applicable Landlord under such Lease, (iii) defaults, if any, by the Company under such Lease, and (iv) such other matters as Buyer may reasonably request; in a form reasonably acceptable to Buyer and to be executed by the Company, Buyer, and such applicable Landlord.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, Improvements, fixtures or other interest in real property held by the Company.

"Leases" means all written or oral leases, subleases, licenses, concessions and other agreements, including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, pursuant to which the Company holds any Leased Real Property.

"Lien" means any lien, mortgage, pledge, encumbrance, charge, security interest, adverse claim, liability, interest, charge, preference, priority, proxy, transfer restriction (other than restrictions under the Securities Act and state securities laws), encroachment, Tax, order, community property interest, equitable interest, option, warrant, right of first refusal, easement, profit, license, servitude, right of way, covenant or zoning restriction.

"Material Adverse Effect" or "Material Adverse Change" means any event, change, development, or effect that, individually or in the aggregate, will or could reasonably be expected to have a materially adverse effect on (a) the business, operations, condition (financial or otherwise), value of the Acquired Assets (including intangible assets), liabilities, prospects, operating results, value, employee, customer or supplier relations, or financial condition of the Company or (b) the ability of the Company or the Shareholder to timely consummate the transactions contemplated by this Agreement.

"Material Contracts" means, collectively, the Contracts required to be listed in Section 3.13(a) of the Disclosure Schedule, the Leases, the Intellectual Property Agreements and the Company Insurance Agreements.

"Most Recent Balance Sheet" means the balance sheet contained within the Most Recent Financial Statements.

"Most Recent Financial Statements" has the meaning set forth in Section 3.7(a) above.

"Most Recent Fiscal Month End" has the meaning set forth in Section 3.7(a) above.

"Most Recent Fiscal Year End" means December 31, 2022.

"Multiemployer Plan" has the meaning set forth in ERISA §3(37).

"Non-Assignable Asset" has the meaning set forth in Section 1.12 above.

"Objections Statement" has the meaning set forth in Section 1.9 above.

"Off-Balance Sheet Financing" means (a) any liability of the Company under any sale and leaseback transactions which does not create a liability on the consolidated balance sheet of the Company and (b) any liability of the Company under any synthetic lease, Tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product where the transaction is considered indebtedness for borrowed money for federal income Tax purposes but is classified as an operating lease in accordance with GAAP for financial reporting purposes.

"Open Source" means any software or other material that is made generally available to the public, under "open source" licenses (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD, the Apache License or any similar license arrangement) and without requiring the payment of any fees or royalties.

"Order" means any order, award, decision, injunction, judgment, ruling, decree, charge, writ, subpoena or verdict entered, issued, made or rendered by any Governmental Body or arbitrator.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Organizational Documents" means (a) any certificate or articles of incorporation, bylaws, shareholders' agreements, certificate or articles of organization, limited liability company agreements or operating agreements, (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Law and (c) any amendment or modification to any of the foregoing.

"Party" or "Parties" has the meaning set forth in the preface above.

"Patents" has the meaning set forth in the definition of Intellectual Property above.

"Permit" means any license, import license, export license, franchise, Consent, permit, certificate, certificate of occupancy or Order issued by any Person.

"Permitted Lien" means any (a) liens for Taxes not yet due or payable or for Taxes that the Company are contesting in good faith through appropriate proceedings in a timely manner, in each case, for which adequate reserves have been established and shown on the Most Recent Balance Sheet, (b) liens of landlords, carriers, warehousemen, workmen, repairmen, mechanics, materialmen and similar liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money, (c) restrictions, easements, covenants, reservations, rights of way or other similar matters of title to the Leased Real Property of record, and (d) zoning ordinances, restrictions, prohibitions and other requirements imposed by any Governmental Body, all of which do not materially interfere with the conduct of the business of the Company.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Plan" has the meaning set forth in Section 3.17(c).

"Privacy Laws" has the meaning set forth in Section 3.9(b) above.

"Proceeding" means any action, audit, lawsuit, litigation, investigation or arbitration (in each case, whether civil, criminal or administrative) pending by or before any Governmental Body or arbitrator.

"Prohibited Transaction" has the meaning set forth in ERISA §406 and Code §4975.

"Proprietary Information" has the meaning set forth in the definition of Intellectual Property above.

"Public Software Licenses" means any license for Software pursuant to which: (a) such Software is made generally available to the public without requiring payment of fees or royalties; or (b) any derivative of such Software is or may be required to be disclosed or licensed on the same terms as such license.

"Purchase Price" has the meaning set forth in Section 1.3 above.

"Receivables" has the meaning set forth in Section 3.7(c) above.

"Referral Partner" has the meaning set forth in Section 3.13(a)(xxi) above.

"Referral Partner Agreements" has the meaning set forth in Section 3.13(a)(xxi) above.

"Registered IP" has the meaning set forth in Section 3.12(b) above.

"Restricted Period" means a period of five (5) years following the Closing.

"Rollover Amount" has the meaning set forth in Section 1.3(e) above.

"Rollover Equity" means the limited liability company interests in 1SEO Holdings, LLC issued to the Company pursuant to terms set forth in the Subscription Agreement, with an aggregate fair market value equal to the Rollover Amount.

"Securities Act" means the Securities Act of 1933, as amended, and any applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended, and any applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

"Seller" or "Sellers" has the meaning set forth in the preface above.

"Seller Indemnitees" has the meaning set forth in Section 6.2 above.

"Shareholder" has the meaning set forth in the preface above.

"Software" means computer software programs (and all enhancements, versions, releases, and updates thereto), including software compilations, software tool sets, compilers, higher level or "proprietary" languages and all related programming and user documentation, whether in source code, object code, executable code, or human readable form, or any translation or modification thereof that substantially preserves its original identity.

"Sublease" has the meaning set forth in Section 5.1(n) above.

"Subscription Agreement" has the meaning set forth in Section1.7 above.

"Systems" means all computers, software, databases, hardware, firmware, middleware, servers, workstations, routers, hubs, switches, circuits, networks, databases, data communications and telecommunication lines and all other information technology systems and equipment (including communications equipment, terminals, and hook-ups that interface with third-party software or systems), including any outsourced systems and processes reasonably within the Company's control, that are owned, licensed, leased or otherwise used or relied on by the Company.

"Tax" or "Taxes" means and includes (a) any federal, state, local and foreign net income, alternative or add-on minimum, estimated, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, capital profits, lease, service, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, abandoned property or escheat, environmental or windfall profit tax, customs duty or other tax, governmental fee or other like assessment or charge, (b) any interest, fines, penalties, assessments, deficiencies or additions thereto, or incurred in connection with or in lieu of any items described herein or any related contest or dispute, (c) and any liability for Taxes of another Person incurred or borne by virtue of the application of Treasury Regulation Section 1.1502-6 (or any similar or corresponding provision of state, local or foreign Law), as a transferee or successor, by Contract or otherwise.

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

"Third-Party Claim" has the meaning set forth in Section 6.6(a) above.

"Threshold" has the meaning set forth in Section 6.4(a) above.

"Trademarks" has the meaning set forth in the definition of Intellectual Property above.

"Transaction Expenses" means any and all (a) legal, accounting, tax, financial advisory, environmental consultants and other professional or transaction related costs, fees and expenses incurred by the Company or the Shareholder in connection with this Agreement or in investigating, pursuing or completing the transactions contemplated hereby (including any amounts owed to any consultants, auditors, accountants, attorneys, brokers or investment bankers), (b) payments, bonuses or severance which become due or are otherwise required to be made as a result of or in connection with the Closing, and (c) payroll, employment or other Taxes, if any, required to be paid by Buyer (on behalf of the Company) with respect to the amounts payable pursuant to this Agreement or the amounts described in clause (a) and (b).

"Transaction Expenses Amount" means an amount equal to all Transaction Expenses that have not been paid prior to the Closing Date, whether or not the Company has been billed for such expenses.

"Working Capital" shall be calculated in accordance with the methodology set forth on Schedule 1.10.

"Working Capital Deficit" means the amount by which the Working Capital as of the Closing Date is less than $180,000.

"Working Capital Escrow Amount" has the meaning set forth in Section 1.3(d) above. Subject to this Agreement and the Escrow Agreement, the Working Capital Escrow Amount shall be held in escrow for a period of six (6) months after the Closing Date.

"Working Capital Surplus" means the amount by which the Working Capital as of the Closing Date is greater than $180,000.

ARTICLE 9

MISCELLANEOUS

9.1 Press Releases and Public Announcements; Post-Closing Promotion of Company by Shareholder. Each Seller shall not issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of Buyer; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable Law (in which case the disclosing Party will use its reasonable best efforts to advise the other Parties prior to making the disclosure). Notwithstanding the foregoing, the Buyer hereby consents to allow the Shareholder to refer to himself as the 'founder' of the Company and a 'partial owner' of the Company after the Closing and to allow the Shareholder to positively and truthfully promote and portray the Company during speaking engagements at conferences; provided, however, that the Shareholder shall always convey that he does not have the actual or apparent authority to bind the Company; provided, further, that the Parties agree that they shall work cooperatively and in good faith on any public perception matters if any conflicts of interest arise from confusion with the Company's sales prospects, customer, vendors, or employees or if the Shareholder's association with the Company is otherwise not in the Company's best interests.

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

9.3 Entire Agreement. This Agreement (including the documents referred to herein) and the Ancillary Agreements constitute the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

9.4 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties; provided, however, that Buyer may (a) assign any or all of its rights and interests hereunder to one or more of its Affiliates and designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder), (b) assign its rights under this Agreement for collateral security purposes to any lenders providing

financing to Buyer or any of its Affiliates, or (c) assign its rights under this Agreement to any Person that acquires Buyer or any of its assets.

9.5 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or portable document format (.PDF)), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9.6 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.7 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) when sent by electronic mail or facsimile, on the date of transmission to such recipient, (c) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (d) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Shareholder or the Company:	Lance Bachmann 6202 Sheaff Lane Fort Washington, PA 19034 E-mail: lance@digitallion.com
Copy to:	W. Patrick Scott Obermayer Rebmann Maxwell & Hippel LLP Centre Square West 1500 Market Street | Suite 3400 Philadelphia, PA 19102-2101 E-mail: Patrick.Scott@obermayer.com
If to Buyer:	1 SEO Digital Agency, LLC 92 SW 3rd Ste, #2003 Miami, FL 33130 Attention: John Shoaf E-mail: john.shoaf@skyharbor.co
Copy to:	Raam S. Jani Baker & Hostetler LLP One North Wacker Drive, Suite 4500 Chicago, Illinois 60606 Facsimile: (312) 416-6201 E-mail: rjani@bakerlaw.com

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

9.8 Governing Law. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement, any of the transactions contemplated hereby, the relationship of the Parties, and/or the interpretation and enforcement of the rights and duties of the Parties, whether arising in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the domestic Laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any such claim, controversy or dispute), without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

9.9 Waiver of Jury Trial. EACH OF THE PARTIES WAIVES THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE PARTIES AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

9.10 Exclusive Venue. THE PARTIES AGREE THAT ALL DISPUTES, LEGAL ACTIONS, SUITS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT EXCLUSIVELY IN A FEDERAL DISTRICT COURT FOR THE DISTRICT OF DELAWARE LOCATED IN WILMINGTON, DELAWARE OR A DELAWARE STATE COURT LOCATED IN NEW CASTLE COUNTY, DELAWARE (COLLECTIVELY THE "DESIGNATED COURTS"). EACH PARTY HEREBY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE DESIGNATED COURTS. NO LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN ANY OTHER FORUM. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL CLAIMS OF IMMUNITY FROM JURISDICTION AND ANY OBJECTION WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING IN ANY DESIGNATED COURT, INCLUDING ANY RIGHT TO OBJECT ON THE BASIS THAT ANY DISPUTE, ACTION, SUIT OR PROCEEDING BROUGHT IN THE DESIGNATED COURTS HAS BEEN BROUGHT IN AN IMPROPER OR INCONVENIENT FORUM OR VENUE. EACH OF THE PARTIES ALSO AGREES THAT DELIVERY OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT TO A PARTY IN COMPLIANCE WITH SECTION 9.7 OF THIS AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING IN A DESIGNATED COURT WITH RESPECT TO ANY MATTERS TO WHICH THE PARTIES HAVE SUBMITTED TO JURISDICTION AS SET FORTH ABOVE.

9.11 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties hereto. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.12 Injunctive Relief. Each Seller hereby agrees that, in the event of breach of this Agreement, damages would be difficult, if not impossible, to ascertain, that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that the character, periods and geographical area and the scope of the restrictions on each Seller's activities in Sections 4.4, 4.5 and 4.6 are fair and reasonably required for the protection of Buyer and its Affiliates. It is accordingly agreed that, in addition to and without limiting any other remedy or right it may have, Buyer shall be entitled to an injunction or other equitable relief in any court of competent jurisdiction, without any necessity of proving damages or any requirement for the posting of a bond or other security, enjoining any such breach (including a breach of Sections 4.4, 4.5 or 4.6), and enforcing specifically the terms and provisions. Each Seller hereby waives any and all defenses he, she or it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief.

9.13 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

9.14 Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby; provided, that all Transaction Expenses incurred by any Seller in connection with this Agreement shall be paid by the Shareholder.

9.15 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. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

9.16 Incorporation of Schedules and Disclosure Schedule. The Disclosure Schedule and other schedules and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

9.17 Confidentiality. Each Seller shall treat and hold as confidential all of the terms and conditions of the transactions contemplated by this Agreement and the other Ancillary Agreements, including, without limitation, the Purchase Price and each of its components; provided, however, that a Seller may disclose such information to its legal counsel, accountants, financial planners and/or other advisors on an as-needed basis so long as any such Person is bound by a confidentiality obligation with respect thereto.

9.18 Schedules. Nothing in the schedules hereto shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

[Remainder of Page Intentionally Left Blank]

The Parties have executed this Agreement as of the date first above written.

BUYER:

1SEO DIGITAL AGENCY, LLC

By: DocuSigned by: John Shoaf
2F41ZE1D7A7C47A...
Name: John Shoaf
Title: Authorized Representative

COMPANY:

1SEO.COM INC.

By:_____
Name: Lance Bachmann
Title: President

SHAREHOLDER:

_____
Lance Bachmann, individually

The Parties have executed this Agreement as of the date first above written.

BUYER:

1SEO DIGITAL AGENCY, LLC

By:_____
Name: John Shoaf
Title: Authorized Representative

COMPANY:

1SEO.COM INC.

DocuSigned by:
By: LANCE BACHMANN
852F2785AF60436...
Name: Lance Bachmann
Title: President

SHAREHOLDER:

DocuSigned by:
LANCE BACHMANN
852F2785AF60436...
Lance Bachmann, individually

DISCLOSURE SCHEDULE

Exceptions to Representations and Warranties

[See attached.]

EXECUTION COPY

DISCLOSURE SCHEDULE

This Disclosure Schedule (this "Disclosure Schedule") is made pursuant to that certain Asset Purchase Agreement dated February 17, 2023 (the "Agreement"), by and among 1SEO DIGITAL AGENCY, LLC, a Delaware limited liability company ("Buyer"), 1SEO.COM INC., a Pennsylvania corporation (the "Company"), and Lance Bachmann (the "Shareholder", and together with the Company, collectively, the "Sellers", and each individually, a "Seller").

This Disclosure Schedule is arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in the Agreement. This Disclosure Schedule is intended to be construed as an integrated document, and each section of this Disclosure Schedule should be read in conjunction with the other sections of this Disclosure Schedule. In the event a section or subsection of this Disclosure Schedule referenced in the Agreement is not listed or referenced herein, such section or subsection of this Disclosure Schedule may be considered blank.

Any information disclosed herein under the heading of a particular section or subsection of the Agreement shall constitute an exception and/or disclosure for purposes of each other section or subsection of this Disclosure Schedule for which the applicability of the disclosure to such other section or subsection is reasonably and readily apparent on its face and for which the information provided in the disclosure is sufficient for purposes of such other section or subsection.

The headings contained in this Disclosure Schedule are for reference purposes only and shall not affect in any way the meaning or interpretation of this Disclosure Schedule. The attachments referenced in this Disclosure Schedule form an integral part of this Disclosure Schedule and are incorporated by reference for all purposes as if set forth fully herein. Nothing in this Disclosure Schedule is intended to expand the scope of any representation or warranty of the Company or the Shareholder contained in the Agreement.

Capitalized terms used in this Disclosure Schedule that are not defined herein have the meanings given them in the Agreement. No information contained in this Disclosure Schedule shall be deemed to be an admission to any third party of any matter whatsoever (including, without limitation, any violation of law or breach of contract).

Schedule 3.1
Organization, Qualification and Power

(a) Pennsylvania

(b) Lance Bachmann is the sole director and the President, Secretary, and Treasurer of the Company. There are no other officers of the Company.

Schedule 3.2
Authorization of Transaction

The following Contracts/Permits require notice of a change of control (which, by definition, includes the sale of assets or sale of some or all of the business) of the Company:

1. Service Order by and between the Company and Rackspace US, Inc. dated March 29, 2018.

2. Terms of Service by and between the Company and WP Engine updated July 20, 2021.

The following Contracts/Permits require prior Consent before assignment to Buyer:

1. Merchant Payment Service by and between the Company and Intuit Payments Inc., undated.

2. The Lease (as defined in Schedule 3.11(b)).

Schedule 3.3
Capitalization and Subsidiaries

1. None.

Schedule 3.4
Non-Contravention

1. None.

Schedule 3.5
Brokers' Fees

1. Exclusive Listing Agreement between the Company and Barney, Inc. dated August 10, 2022.

Schedule 3.6
Assets

The following have liens on the Company's business assets:

1. The Merchant Payment Service Contract by and between Intuit Payments Inc. and the Company (security interest granted in limited accounts of the Company to secure obligations to Intuit).

EXECUTION COPY

Schedule 3.7(a)(i)
Financial Statements

2020

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□□□□□ □□□□□□□□□I□□□□ □	-1,000.00
□□□□□R□□□□□□□□ D□□□□□□	-28,442.50
T□□□I□□□□ □	□ □□□□□□□□□□□
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□□□□□□□□□□□□□ □□□□□□□	73,990.35
T□□□□	770,635.74
T□□□□□ □□□□□G□□□□ □□□□	□ □□□□□□□□□□
G□□□□ □□□□□	□ □□□□□□□□□□□
E□□□□□□□	
A□□□□□□□□□ □ M□□□□□□□ E□□□□□□	507,135.03
□ □□□□□□□ □□□□ □□□□□	11,500.00
T□□□A□□□□□□□□□ □ M□□□□□□□□ E□□□□□□	□ □□□□□□□□□□
A□ □□□□□□□□	3,583.33
A□□□□ □□□□□ E□□□□□□	13,314.53
□□□ D□□□E□□□□□□	46,726.67
□□□□ □□□□□□□ □ □□□□□□□□□ □□□□	245,923.33
□□□□□□□□□ □□□□□□□□□□□	2,215.00
D□□□□□□□□□□ E□□□□□□	312,888.91
D□□□ □□□ □□□□□□□□□□□□	1,561.95
E□ □□□□□□ □□□□□□□	-41,968.19
D□□□□□E□□□□□□	4,185.23
□□□□□ I□□□□□□□□	240,295.34
T□□□E□ □□□□□□ □□□□□□□	□ □□□□□□□□□□
E□ □□□□□□ M□□□□	109,807.55
E□□□□□□□□ □□□	18,551.58
I□□□□□□□□ E□□□□□□	52,834.63
I□□□□□□□E□□□□□□	15,617.59

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□ □□□□□	103,307.88
□ □□□□□□□□□ □□□□□□	100,135.95
TD □ □□□ □□□□□□□□□□	946,968.29
T□□□□□ □□□ A□□□□□□□	□ □□□□□□□□□□□ □
A□□□□□□□ R□□□□□□□□□	
A□□□□□□□ R□□□□□□□□□	345,198.75
T□□□A□□□□□□□ R□□□□□□□□□	□ □□□□□□□□□□□
□ □□□□ □□□□□□A□□□□□	
D□□ □□□□ R□□ D□□ □	0.00
E□ □□□□□□ A□□□□□□□	0.00
ER□ R□□□□□□□□□	325,968.00
□ □□□□□A□□□□□□□L□	636,249.82
□□□□□□□ T□□	0.00
□□□□□□□ E□□□□□□□	0.00
R□□□□□□□□□ □E□ □□ □□□□□□	0.00
□ □□□□□□□□□□ □□□□□	79,907.50
T□□□□□ □□□□□ □□□□□A□□□□□	□ □□□□□□□□□□□ □
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A□□□□ □□□□□ D□□□□□□□□□□□	-749,480.90
A□□□□ □□□□□	489,410.53
□□□□□□□□ □□□ □□□□□□□□	75,826.75
L□□□□□□□□ I□ □□□□□□ □□□	25,527.00
□ □□□□ E□□□□□ □□□	207,472.26
T□□□□□□□□□ A□□□□□	□ □□□□□□□□□
□ □□□□A□□□□□	

M E	483,754.14
A R	166,443.25
T M E	
M	60,387.04
	152,983.95
E	122,921.93
	66,458.47
ER R	-325,968.00
	340,493.07
E A	22,081.92
E A	49,630.41
E	401,834.54
E RM	376,672.99
E D	408,584.87
E G D	90,816.99
E R	73,501.12
E I	63,319.29
E M	881,871.19
E	181,759.84
E	216,554.30
E	378,589.11
E E	169,486.39
E	188,872.74
E T	3,563.31
E	22,291.00
E	30,581.26
T E	
E	21,452.57
T E	45,441.33
T E A	2,026.93
T E A	3,986.57
T E	33,270.60
T E RM	30,237.37
T E D	34,070.20
T E G D	7,695.83
T E R	5,030.68
T E I	5,833.15
T E M	57,149.73
T E	5,536.53
T E	14,028.30
T E	16,754.09
T E	25,735.96
A	0.00
A L R E	0.00
G	10,444.51
I	42,749.99
D	6,800.00
T A	
TAL A ET	
LIA ILITIE AND E IT	
L	
L	
A	4,842.98
A G	56,000.00
A	0.00
A	11,922.72
A E	0.00
A E	0.00
T	
L	
L	0.00
A E	0.00
A	0.00
L	240,381.04
D A	572,042.57
D I	987,958.50
D M	0.00
D IT	480.00
G	0.00
L M T M	15,963.00
L	0.00
L	0.00
L GM	0.00
L GM	14,642.16
L T	467.20
T L	0.00
E	0.00
T L	
T L	
L T L	

EXECUTION COPY

T E E [illegible]	15,691.17
T E [illegible]	17,578.51
T E T [illegible]	254.42
T E [illegible]	1,296.80
T E [illegible]	3,358.71
T T E [illegible]	[illegible]
[illegible]	120,995.39
L E [illegible]	2,137.32
T [illegible]	[illegible]
R E [illegible]	192,697.20
R M [illegible]	95.00
T [illegible]	247.65
T I [illegible]	16,577.16
T E [illegible]	170,399.58
[illegible]	274.35
[illegible]	8,198.83
T E [illegible]	[illegible]
N I [illegible]	[illegible]
I [illegible]	
I [illegible]	55,868.89
T I [illegible]	[illegible]
E [illegible]	
A M A [illegible]	0.00
G L E [illegible]	-72,450.90
D [illegible]	5,000.00
T E [illegible]	[illegible]
N I [illegible]	[illegible]
N I [illegible]	[illegible]

EIDL L [illegible]	150,000.00
L M T M [illegible]	111,980.54
L TD L N [illegible]	45,772.17
L T [illegible]	16,652.75
L [illegible]	36,175.93
L GM [illegible]	53,900.33
T L [illegible]	0.00
T L [illegible]	0.00
T L [illegible]	0.00
T L [illegible]	0.00
T L T L [illegible]	[illegible]
	[illegible]
T L [illegible]	
E [illegible]	
AAA [illegible]	0.00
AAA [illegible]	0.00
[illegible]	500.00
D [illegible]	0.00
D L [illegible]	-439,284.01
D L T [illegible]	0.00
T D L [illegible]	[illegible]
D [illegible]	-268,439.09
D T [illegible]	0.00
T D [illegible]	[illegible]
T D [illegible]	[illegible]
EIDL A [illegible]	10,000.00
M E [illegible]	6,655.00
L [illegible]	661,400.00
R E [illegible]	0.00
N I [illegible]	356,472.54
T E [illegible]	[illegible]
	[illegible]
TOTAL LIABILITIES AND EQUITY [illegible]	

2021	
E [illegible] L [illegible] D [illegible]	E [illegible] A D [illegible]
T [illegible]	T [illegible]
I [illegible]	ASSETS [illegible]

[illegible]	9,788,875.91
R[illegible]	-175,139.68
T[illegible]	[illegible]
[illegible]R[illegible] D[illegible]	55,378.73
T[illegible]I[illegible]	[illegible]
[illegible]G[illegible]	
M[illegible]	8,292.80
[illegible]	12,334.00
T[illegible]	753,204.57
A[illegible]	3,056.42
A[illegible]	1,410.00
[illegible]L[illegible]	6,000.00
[illegible]R[illegible]	18,554.19
[illegible] L[illegible]	9,521.75
E[illegible]M[illegible]	5,306.00
E[illegible]T[illegible]	2,014.00
[illegible]	962.93
G[illegible]	4,696.60
[illegible]	8,156.70
I[illegible]	803.43
L[illegible]	843.58
L[illegible]	-243.11
[illegible]	7,331.56
R[illegible]	3,023.94
[illegible]EM R[illegible]	11,872.00
[illegible]	1,975.50
[illegible]	1,998.00
T[illegible]	15,501.00
[illegible] E[illegible]	15,477.04
[illegible]	9,158.40
[illegible]	2,881.83
[illegible] [illegible]	3,000.00
T[illegible]T[illegible]	[illegible]
T[illegible][illegible]G[illegible]	[illegible]
G[illegible]	[illegible]
E[illegible]	
A[illegible] M[illegible] E[illegible]	44,921.12
[illegible]	500.00
[illegible] G[illegible]	2,487.05
T[illegible]A[illegible] M[illegible] E[illegible]	[illegible]
A[illegible]	4,333.34
[illegible]A[illegible]	
[illegible] A[illegible]	
[illegible]	0.00
[illegible]	22,335.67
[illegible]	1,001.61
TD [illegible]	1,567,465.00
	[illegible]
T[illegible] A[illegible]	[illegible]
A[illegible] R[illegible]	
A[illegible] R[illegible]	590,463.45
T[illegible]A[illegible] R[illegible]	[illegible]
[illegible] A[illegible]	
D[illegible] R[illegible] D[illegible]	0.00
E[illegible] A[illegible]	0.00
ER[illegible]	1,126,866.00
[illegible]A[illegible]L[illegible]	636,249.82
[illegible] T[illegible]	0.00
[illegible] E[illegible]	3,675.00
R[illegible] E[illegible]	0.00
[illegible]	23,430.00
	[illegible]
T[illegible] [illegible] A[illegible]	[illegible]
	[illegible]
T[illegible] A[illegible]	[illegible]
[illegible] A[illegible]	
A[illegible] D[illegible]	-816,499.64
A[illegible]	504,341.72
[illegible]	80,173.80
L[illegible] I[illegible]	25,527.00
[illegible] E[illegible]	228,290.68
T[illegible] A[illegible]	[illegible]
[illegible] A[illegible]	
A[illegible]	0.00
A[illegible] L R[illegible] E[illegible]	0.00
G[illegible]	9,111.17
I[illegible]	39,749.99
[illegible] D[illegible]	6,800.00
T[illegible] A[illegible]	[illegible]
T[illegible]TAL A[illegible]ET[illegible]	[illegible]
LIA[illegible]ILITIE[illegible] AND E[illegible]IT[illegible]	
L[illegible]	

A□□□□ □□□□ E□□□□□□□	3,130.00
□□□ D□□□E□□□□□□□	140,838.27
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D□□□□□□□□□□ E□□□□□□□	208,194.74
D□□□ □□□ □□□□□□□□□□	739.00
E□ □□□□□□ □ □□□□□□	-99,958.09
D□□□□□E□□□□□□	15,581.22
□ □□□□□ I□□□□□□□	240,957.54
□□□□T□□□ D□□□□□□	1,050.82
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E□ □□□□□ M□□□	119,094.33
G□□□□□□□	5,075.44
T□□□E□ □□□□□□ M□□□	□□□□□□□□□
I□□□□□□□ E□□□□□□	46,447.53
A□□□	4,000.00
T□□□I□□□□□□ E□□□□□□	□□□□□□□□□
I□□□□□□E□□□□□□	24,251.77
M□□□□□□ E□□□□□□	252,205.60
A□□□□□ R□□□□□□□□□	187,621.50
□ □□□□□□	14,544.01
□ □□□□	5,885.00
□ □□□□□□□□□	13,515.00
□ □□□□□□ T□□□□ □□□	62,872.50
□□□□□□	9,369.37
□□□ □□□□ M□□□□□	1,050.76
T□□□M□□□□□ E□□□□□□	□□□□□□□□□
M□□□ □□□	13,577.68
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□□□□□E□□□□□	109,019.32
□□□□ □ □□□□□□	84,970.11
ER□ □ □□□ R□□□□□	-800,898.00
□ □□□□□ □ □□□□	591,458.30
□□□□□E□□□□□ □A□□□□□	17,201.90
□□□□□E□□□□□ □A□ □□	51,236.65
□□□□□E□□□□□ □□ □□□□	345,459.70
□□□□□E□□□□□ □□RM	481,109.20
□□□□□E□□□□□ □D□□□□ □□□	413,664.05
□□□□□E□□□□□ □G□□□ D□□□	41,753.71
□□□□□E□□□□□ □□R	113,469.23
□□□□□E□□□□□ □I□ □□□□	130,619.59
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□□□□□ □□□□	
A□ □□ □ □□□ □□□□□□	40,363.13
A□ □□ G□□ □□□□□□	0.00
A□ □□ □□□□□ □□□□□□	0.00
A□ □□ □□□ □□□□□□	16,801.28
□□□□□□ □□□ □□□□A□ □□□□□ E□□	0.00
□□□□□□ □□□ □□□□A□ □□□□□ E□□	0.00
T□□□□ □□□□ □□□	□□□□□□□□
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□□□□ L□□□	0.00
A□□□□□ E□□□□□	0.00
A□□□□□ □□□□□	122,173.06
□□□□□□ L□□ □□□ □□□	306,799.76
D□□□□□□ A□□□□□□□	0.00
D□□□□□□ I□□□ □	1,285,711.00
D□□ □□ □ □□ □□□□□M □	0.00
D□□ □□ □□□□ IT	800.00
G□□□□□ □□□	0.00
L□□□ M□T □M□□□□□	0.00
L□□□ □□□□□□ □□□	0.00
L□□□ □□□□□□ □□□ □□ □□□	0.00
L□□□ □□□□□□GM □□□□□	0.00
L□□□ □ □ □GM□ □□□□	0.00
L□T□	479.20
□□□□□T□□ L□□□□□	0.00
□□□□ E□□□□□	0.00
T□□□□ □□□ □ □□□□L□□□□□	□□□□□□□□
T□□□□ □□□□ L□□□□□	□
L□□□T□□□ L□□□□	
EIDL L□□□	500,000.00
L□□□ M□T □□□ □M□□□□□	109,855.75
L□□□ □□□□□ TD □□□ □L□□□ N□□	88,871.81
L□□□ □□□□□□□□	50,295.92
L□□□ □□□□□□□□ □□□□□T□□□	0.00
L□□□ □□□□□□ □ □□□□ □□□□	0.00
L□□□ □ □□□ □□□□ □GM□ □□□□	53,069.18
T□□□□ L□□□ □	0.00
T□□□□ L□□□ □	0.00
T□□□□ L□□□ □	0.00

[illegible]	808,886.38
[illegible]	250,889.90
[illegible]	275,681.62
[illegible]	607,541.47
[illegible]	190,081.61
[illegible]	252,018.15
[illegible]	0.00
[illegible]	93,539.29
[illegible]	[illegible]
[illegible]	25,135.13
[illegible]	20,717.83
[illegible]	1,873.32
[illegible]	4,541.63
[illegible]	34,880.55
[illegible]	41,752.11
[illegible]	35,615.00
[illegible]	3,559.55
[illegible]	9,298.62
[illegible]	11,944.38
[illegible]	60,843.18
[illegible]	13,945.72
[illegible]	24,977.91
[illegible]	25,085.29
[illegible]	43,432.48
[illegible]	18,735.74
[illegible]	23,976.69
[illegible]	9,137.45
[illegible]	[illegible]
[illegible]	58,731.60
[illegible]	1,142.00
[illegible]	1,421.20
[illegible]	35,461.00
[illegible]	[illegible]
[illegible]	200,216.64
[illegible]	55.42
[illegible]	9,137.59
[illegible]	249,202.21
[illegible]	12,608.06
[illegible]	3,941.56
[illegible]	12,220.87
[illegible]	187.00
[illegible]	13,409.13

[illegible]	0.00
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	
[illegible]	0.00
[illegible]	0.00
[illegible]	500.00
[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	[illegible]
[illegible]	0.00
[illegible]	0.00
[illegible]	[illegible]
[illegible]	0.00
[illegible]	-913,423.02
[illegible]	0.00
[illegible]	346,395.18
[illegible]	2,040,289.02
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

T□□□	2,669.59
T□□□□T□□□□□E□□□□□□	□□□□□□□□□□
T□□□E□□□□□□□	□□□□□□□□□□
N□□□ □□□□□□□ I□□□□ □	□□□□□□□□□□
□ □□□□I□□□□ □	
□ □□□□I□□□□ □	6,694.86
T□□□□□ □□□□I□□□□ □	□□□□□□□
□ □□□□E□□□□□□□	
G□□□L□□□ □□ □□□□ □□E□□□□ □□□	-74,158.94
T□□□□□ □□□□E□□□□□□	□□□□□□□□
N□□□ □□□□I□□□□ □	□□□□□□□□
N□□I□□□□ □	□□□□□□□□□□

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	T□□□□
I□□□□ □	
□ □□□□	13,924,639.83
R□□□□□□	-193,905.09
T□□□□□ □□□□	□□□□□□□□□□
□ □□□□ □□□□□□□□□□I□□□□ □	
□ □□□□R□□□□□□□□ D□□□□□□	-1,109,647.00
□ □□□□□□□□□□□ I□□□□ □	700.20
T□□□I□□□□ □	□□□□□□□□□□
□ □□□□□G□□□□ □□□	
M□□□ □□□□□□□□□ □□□□□□□□	
□□□□□□□□□□□ □□□□□□□	82,719.30
T□□□	158,977.58
A□□□□	25,469.88
A□□□	9,065.00
□ □□□□□□	36,531.84
□ □□□□L□□□□	6,000.00
□ □□R□□	148,882.86
□ □□□□ □□□□ □□□□ □□□□	26,069.38
□ □□□□ □□L□□□	28,809.00
E□ □□M□□□□□	193.98
E□T□□□□	522.58

□□E□ □□ □□

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A□ □□D□□□ □□□□□□□□

A□□ET□	
□ □□□□A□□□	
□ □□A□□□□	
□□□□	0.00
□ □□□	10,399.51
□ □□□□□□□□	528.40
TD □□□ □□□□□□□	3,265,224.48
T□□□	377.73
T□□□□ □□□ A□□□□	□□□□□□□□□□
A□□□□ R□□□□□	
A□□□□ R□□□□□	860,533.33
T□□□A□□□□ R□□□□□	□□□□□□□□□□
□ □□□ □ □□□□A□□□	
D□□ □□□ R□□ D□□ □	0.00
E□ □□□ A□□□□	0.00
ER□ R□□□□□□	1,126,866.00
E□□□□□	0.00
□ □□□A□□□□L□	0.00
□□□ T□□	0.00
□□□□ E□□□□	19,849.00
□□□□ I□□□□	0.00

[illegible]	5,398.99
G[illegible]	35,739.45
[illegible]	33,056.10
I[illegible]	
L[illegible]	7,147.29
L[illegible]	10,122.20
L[illegible]	15,540.44
[illegible]	15,999.00
[illegible]	103,340.37
[illegible]	3,558.17
R[illegible]	19,291.26
[illegible]	35,221.16
[illegible]	50,880.00
[illegible]	11,936.74
[illegible]	11,988.00
T[illegible]	73,235.00
T[illegible]	4,958.94
[illegible]	21,920.16
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[illegible]	43,132.11
[illegible]	15,026.85
[illegible]	47,085.26
T[illegible]	[illegible]
T[illegible]	[illegible]
G[illegible]	[illegible]
E[illegible]	
A[illegible]	310,597.84
A[illegible]	1,186.01
[illegible]	4,250.00
[illegible]	-13,157.91
T[illegible]	[illegible]
A[illegible]	4,333.32
A[illegible]	
[illegible]	129,458.00
[illegible]	364,698.40
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[illegible]	
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R[illegible]	0.00
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[illegible]	58,300.00
[illegible]	[illegible]
T[illegible]	[illegible]
T[illegible]	[illegible]
[illegible]	
[illegible]	-816,585.68
[illegible]	532,468.53
[illegible]	90,899.63
[illegible]	25,527.00
[illegible]	262,218.43
T[illegible]	[illegible]
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[illegible]	0.00
[illegible]	0.00
G[illegible]	7,777.85
I[illegible]	36,749.99
[illegible]	0.00
T[illegible]	[illegible]
T[illegible]	[illegible]
LIA[illegible]	
L[illegible]	
[illegible]	
A[illegible]	
A[illegible]	12,237.06
T[illegible]	[illegible]
[illegible]	
A[illegible]	5,173.27
A[illegible]	-197.80
A[illegible]	0.00
A[illegible]	5,144.40
[illegible]	0.00
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T[illegible]	[illegible]
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[illegible]	121,125.68

L AD D	6,332.51
T D	533.20
T E M	
E M	148,833.71
G	37,486.89
T E M	
E	
G A	28,517.48
I E	30,818.79
	272.00
A	17,509.00
T I E	
I E	91,684.52
M E	43,450.73
A R	522,398.86
	63,282.76
	6,048.07
	227,697.24
T	32,924.29
	46,995.10
M	66,266.20
T M E	
M	
	114,420.57
E	-99,453.97
	90,033.95
ER R	
	117,000.00
E A	192.31
E A	68,268.30
E	46,580.85
E	429,721.83
E RM	843,297.59
E D	522,569.37
E G D	67,131.84
E R	122,715.47
E I	104,759.53
E M T	754,113.00
E N	239,276.22
E	252,750.19
E	345,034.51
L	0.00
D A	39,600.00
D I	2,395,358.00
D M	0.00
D IT	0.00
G	0.00
L M T M	0.00
L	0.00
L	0.00
L GM	0.00
L GM	0.00
L T	1,715.20
T L	0.00
E	0.00
T L	
T L	
L T L	
EIDL L	2,079,558.37
L M T M	89,170.10
L GM	76,403.35
L TD L N	67,559.70
L	38,934.49
L T	0.00
L	0.00
L GM	0.00
T L	0.00
T L	0.00
T L	0.00
T L	0.00
T L T L	
T L	
E	
AAA	0.00
AAA	0.00
	500.00
D	0.00
D L	-2,455,736.07
D L T	-423,889.60

[illegible]	965,735.30
[illegible]	269,355.21
[illegible]	336,146.89
[illegible]	
[illegible]	
[illegible]	160,689.32
[illegible]	[illegible]
[illegible]	33,145.23
[illegible]	-22,559.76
[illegible]	25.85
[illegible]	5,759.25
[illegible]	37,659.67
[illegible]	69,923.32
[illegible]	44,205.18
[illegible]	4,340.05
[illegible]	10,288.55
[illegible]	8,910.69
[illegible]	56,287.13
[illegible]	18,473.67
[illegible]	9,274.14
[illegible]	21,920.69
[illegible]	32,025.70
[illegible]	62,548.95
[illegible]	36,505.47
[illegible]	30,660.42
[illegible]	
[illegible]	
[illegible]	13,600.99
[illegible]	[illegible]
[illegible]	7,319.17
[illegible]	6,386.22
[illegible]	24,717.60
[illegible]	50,000.00
[illegible]	91,209.90
[illegible]	55,390.00
[illegible]	[illegible]
[illegible]	186,289.91
[illegible]	
[illegible]	
[illegible]	12,657.01
[illegible]	31,466.44
[illegible]	176,399.19

[illegible]	[illegible]
[illegible]	
[illegible]	0.00
[illegible]	0.00
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
EIDL A[illegible]	0.00
[illegible]	1,126,866.00
[illegible]	0.00
[illegible]	346,395.18
[illegible]	1,955,216.87
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
T[illegible]TAL LIA[illegible]ILITIE[illegible] AND E[illegible][illegible]IT[illegible]	[illegible]

G□□	25,721.42
□ □□□□□	99,445.93
□ □□□□□□	5,001.45
T□□□□	49,355.08
T□□□	13,050.80
T□□□T□□□□E□□□□□	□□□□□□□□
□ □□□□ □	11,692.32
□ □□□□□□	751.24
T□□□E□□□□□	□□□□□□□□
N□□ □□□□□□ I□□□ □	□□□□□□□□
□ □□□I□□□ □	
□ □□□I□□□ □	13,607.65
T□□□□ □□□I□□□ □	□□□□□□□□
□ □□□E□□□□□	
A□□ M□ A□□□□□□□	0.00
G□□□L□□□ □□ □□□ □□E□□□ □□□	
□ □□□□□D□□□□	
T□□□□ □□□E□□□□□	□□□
N□□ □□□I□□□ □	□□□□□□□□
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	T□□□
I□□□ □	
□□□	1,275,240.00
R□□□□	-7,156.63
T□□□□ □□□	□□□□□□□□
T□□□I□□□ □	□□□□□□□□
□□□□□G□□□ □□	
T□□	11,474.90
A□□□	2,410.13
A□□	610.00
□ □□□□□	10,252.32
□ □□R□□	10,847.81
E□T□□□	64.66
G□□ □□	3,266.29

□□E□ □□ □□

□ □□□□□ □□□□

A□ □□□□□□□□ □□□□□□□

	T□□□
A□□ET□	
□ □□□□A□□□	
□ □□ A□□□□□	
□□□□	0.00
□ □□□	37,782.30
□ □□□□□□	1,459.03
TD □ □□ □□□□□□	2,753,864.79
T□□□	500.00
T□□□□ □□ A□□□□	□□□□□□□□
A□□□□ R□□□□	
A□□□□ R□□□□	620,501.27

L□□□□ □ □□	674.95
L□□□□	843.58
L□□□□□□	962.82
□□□□□	12,401.05
□R□ □□ □I□□	3,847.80
R□□□□□□□□	1,682.63
□□□□□□□□□	13,407.06
□EM R□□□	4,240.00
□□□□□□□□□□	457.92
□□□□□	999.00
T□□ □□□□□	9,451.00
T□□□□ □□□	1,040.00
□□□□□□	6,902.19
□ □ E□□□□	6,056.00
□□□□	1,655.53
□□□□ □ □□□	3,238.21
T□□□□T□□□	□ □□□□□□□□□
T□□□□□ □□□□G□□□□ □□□	□ □□□□□□□□□
G□□□□ □□□□□	□ □□□□□□□□□
E□□□□□□□	
A□□□□□□□□ □ M□□□□□□ E□□□□□	500.00
□□□ D□□□E□□□□□	21,781.00
□□□□ □□□□□□ □ □□□□□ □□□ □□□□	40,448.01
□□□□□□□□ □ □□□□□□□□	20,000.00
E□ □□□□□□ □ □□□□□	-15,486.72
□□□□□ I□□□□□□□	36,439.11
T□□□E□ □□□□□ □ □□□□□	□ □□□□□□□□
E□ □□□□□□ M□□□	6,748.41
G□□□□□	2,828.01
T□□□E□ □□□□□ M□□□	□ □□□□□□□□
E□□□□□□□ □□□	22,385.61
G□□□□ A□□ □□□□	32,137.93
I□□□□□□□ E□□□□□	4,000.00
M□□□□□□ E□□□□□	2,244.14
A□□□□ R□□□□□□□	71,268.75
□ □□□□□□□□	16,055.65
□□□□□□T□□□□ □□□	2,227.50
□□□□□□□	1,800.00
□□□ □□□□M□□□□	7,566.14
T□□□M□□□□ E□□□□□	□ □□□□□□□□
□□□□ □□□□□□ □□□ □□□□	3,823.91
T□□□A□□□□□ R□□□□□□	□ □□□□□□□□
□□□□ □ □□□□A□□□	
D□□ □□□ R□□ D□□ □	0.00
E□ □□□□A□□□□	0.00
ER□ R□□□□□□	1,126,866.00
E□□□□□□	0.00
□ □□□A□□□□L□	636,249.82
□□□□ □□ T□□	0.00
□□□□ E□□□□	19,849.00
□□□□ I□□□□□	4,075.92
R□□□□□□ □E□ □□ □□□□	0.00
□□□□ A□□□	3,194.61
□□□□ A□□□T□□	108.08
□□□□□□□ □□□	877,979.08
T□□□□ □□ □ □□□□A□□□	□ □ □□□□□□□□
T□□□□ □□□□A□□□	□
□□□ A□□□	
A□□□ □□□□ D□□□□□□	-814,887.20
A□□□ □□	532,468.53
□□□□□ □□ □□□□	87,590.16
L□□□□□ I□ □□□□ □□	25,527.00
□ □□□ E□□□ □□	265,527.90
T□□□□□ A□□□	□ □□□□□□□□
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A□□□□□ □□□ □□	0.00
A□□□□□□□L R□□E□□□	0.00
G□□□ □□	7,777.85
I□□□□□□	36,749.99
□□□□ D□□□□	0.00
T□□□ □□ A□□□	□ □□□□□□□□
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A□□□ □□□	7,500.00
T□□□A□□□ □□□	□ □□□□□□□□
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A□ □□ □ □□□ □□□□	48,217.93

[illegible]	
[illegible]	1,188.09
[illegible]	6,750.00
[illegible]	4,039.46
[illegible]	24,999.63
[illegible]	61,195.64
[illegible]	35,596.20
[illegible]	3,173.07
[illegible]	6,184.62
[illegible]	6,490.38
[illegible]	51,972.55
[illegible]	31,889.81
[illegible]	10,101.93
[illegible]	21,305.32
[illegible]	105,904.12
[illegible]	26,681.73
[illegible]	22,887.44
[illegible]	7,826.92
[illegible]	
[illegible]	2,534.23
[illegible]	21,774.98
[illegible]	504.21
[illegible]	3,055.39
[illegible]	7,811.89
[illegible]	4,300.20
[illegible]	386.88
[illegible]	1,257.92
[illegible]	787.75
[illegible]	5,610.76
[illegible]	3,906.04
[illegible]	824.96
[illegible]	1,242.20
[illegible]	2,417.73
[illegible]	10,297.67
[illegible]	3,290.62
[illegible]	2,816.90
[illegible]	909.96
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[illegible]	
[illegible]	600.00
[illegible]	10,000.00

[illegible]	-197.80
[illegible]	950.73
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[illegible]	
[illegible]	
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[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	39,600.00
[illegible]	2,395,358.00
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[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	1,029.20
[illegible]	0.00
[illegible]	0.00
[illegible]	-10,000.00
[illegible]	
[illegible]	
[illegible]	
[illegible]	
[illegible]	2,000,000.00
[illegible]	88,945.75
[illegible]	71,114.81
[illegible]	64,871.81
[illegible]	38,105.92
[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]	0.00

L□□□□E□□□□□□	162.30
R□□□□□□□□□ □□□□	15,190.00
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R□□□E□□□□□□	17,998.32
T□□□□□□□□□ □ I□□□□□□□□□□□□□	1,236.75
T□□□□□□E□□□□□□	7,363.48
□□□□□□	248.96
G□□	1,627.07
□□□□□□	2,815.83
□□□□□□□	17.00
T□□□	319.30
T□□□	734.58
T□□□□T□□□□□E□□□□□□	□□□□□□□□□
□□□□□□ □	3,155.47
T□□□E□□□□□□□	□□□□□□□□□
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□ □□□I□□□□ □	900.71
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AAA □□□□□ □□□	0.00
AAA □□□□□□□	0.00
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D□□□□□□□□□□□	-57.09
D□□□□□□□□□□□L□	-1,970,340.49
D□□□□□□□□□□□L□□□□ T□□	-423,889.60
T□□□□D□□□□□□□□□□L□	□□
D□□□□□□□□□□□	0.00
D□□□□□□□□□□□ T□□	0.00
T□□□□D□□□□□□□□□□	□□□□
T□□□□D□□□□□□□□□	□□
EIDL A□□□□□□	0.00
M□□ □□□□ E□□□□	3,188,592.93
□□□ L□□□ □□□□□□□□□	0.00
R□□□□□□□ E□□□□□□	346,395.18
N□□I□□□□ □	322,044.52
T□□□□E□□□□	□ □ □□□□□□□□□□□□□□□
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Cash Flow Statements 2020-2022

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N□□I□□□□ □	30,504.54	1,239,391.02	1,141,157.37
A□□□□□□□□ □□□□□ □□ □□□□□□□□□□□ N□□I□□□□□ □ □□ N□□□ □□□□ □□□□□□□□□ □□ □□□□□□□□□□□□□□			
A□□□□□□□□ R□□□□□□□□□□	25,771.91	-245,264.70	252,829.29
D□□ □□□□ R□□ D□□ □			
E□ □□□□□□ A□□□□□□□			
□ □□□□□□A□□□□□□□L□	-496,249.82		
□□□□□□□ E□□□□□□		-3,675.00	3,675.00
□□□□□□□ I□□□□□□□□			-4,075.92
□□□□□□ A□□□□			-3,194.61

[illegible]			-108.08
[illegible]			-25,425.17
[illegible]	-36,689.51	35,520.15	-25,346.06
[illegible]	48,000.00	-56,000.00	-511.52
[illegible]	0.00	0.00	2,215.28
[illegible]	-13,880.52	4,878.56	-8,944.01
[illegible]			
[illegible]			
[illegible]			
[illegible]			
[illegible]			
[illegible]		0.00	
[illegible]			
[illegible]	-222,256.00	122,173.06	59,235.84
[illegible]	101,381.04	66,418.72	-306,799.76
[illegible]	336,762.00	-572,042.57	59,400.00
[illegible]	28,442.50	297,752.50	-77,816.74
[illegible]	480.00	320.00	0.00
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[illegible]	15,963.00	-15,963.00	
[illegible]	-38,724.88		
[illegible]	-61,032.40		
[illegible]			
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[illegible]	-124.80	12.00	126.00
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]			
[illegible]	151,611.06	67,018.74	20,364.10
[illegible]	-86,037.43	-14,931.19	-93,114.81
[illegible]		-4,347.05	-7,416.36
[illegible]	-36,067.49	-20,818.42	-14,559.55
[illegible]	238,997.00		
[illegible]			
[illegible]	1,333.32	1,333.34	933.33
[illegible]	-42,749.99	3,000.00	2,100.00
[illegible]	4,706.29		
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]			
[illegible]	150,000.00	350,000.00	1,500,000.00

L□□□ M□T □□□□ □M□□□□□□□	111,980.54	-2,124.79	-16,910.00
L□□□ □□□□□□□ □□□□□□ GM□			81,114.81
L□□□ □□□□□□□ TD □□□□ □L□□□□□ N□□	-15,544.28	43,099.64	-18,000.00
L□□□ □□□□□□□□□□□□□		50,295.92	-8,190.00
L□□□ □□□□□□□□□□□□□□□T□□□□	-5,657.45	-16,652.75	
L□□□ □□□□□□ □□□□□□□ □□□□□	36,175.93	-36,175.93	
L□□□ □ □□□ □□□□□ □GM□ □□□□□	53,900.33	-831.15	-11,520.00
T□□□□ L□□□ □	-1,605.88		
T□□□□ L□□□ □			
T□□□□ L□□□ □	-1,623.22		
T□□□□ L□□□ □	-1,623.44		
AAA □□□□□ □□□	47,320.07		
AAA □□□□□□	11,000.00		
D□□□□□□□□□□□□D□□□□□□□□□□□L□	-1,286.06	439,284.01	-1,485,346.57
D□□□□□□□□□□□□D□□□□□□□□□□□L□D□□□□□□□□□□□L□□□□ T□□	165,558.00	0.00	-323,889.60
D□□□□□□□□□□□□D□□□□□□□□□□□□□	-107,761.29	268,439.09	
D□□□□□□□□□□□□D□□□□□□□□□□□□□D□□□□□□□□□□□□□ T□□	40,388.00	0.00	
EIDL A□□□□□□	10,000.00	-10,000.00	
M□□ □□□□ E□□□□	-862,939.63	-1,276,550.56	
□□□ L□□□ □□□□□□□□□□□	661,400.00	-661,400.00	
R□□□□□□□ E□□□□□□□		346,395.18	
N□□□□□□ □□□□□□□□ □□ □□□□□□□□ □□□□□□□□	□ □□□□□□□□□	□□ □□□□□□□□□	□□ □□□□□□□□□
N□□□□□□ □□□□□□□ □□□ □□□□□	□ □□□□□□□□□	□ □□□□□□□□□	□ □□□□□□□□□
□□□□ □□□□□□□□□□ □□□□□□□□	975,856.09	1,230,319.62	1,614,232.28
□□□□ □□□□□ □□□□□□□□	□□□□□□□□□□□	□□□□□□□□□□□	□□□□□□□□□□□

Section 3.7(a)(ii) – Inconsistencies

1. None.

Schedule 3.7(b)
Absence of Certain Changes

(i) None.

(ii) None.

(iii) None.

(iv) See Schedule 3.7(a)(i)

(v) None.

(vi) None.

(vii)

SALARY CHANGES

Employee Name	Effective on	Rate	Rate Type	Frequency	Amount Changed	%Changed	Entry Date	Reason
Bachmann, Catrina J	8/20/2022	158,637.96	Salaried	Biweekly	25,000.04	18.71	8/11/2022	Other
Bachmann, Catrina J	1/8/2022	133,637.92	Salaried	Biweekly	25,000.04	23.01	1/11/2022	Other
Bergey, William R	1/1/2022	90,000.04	Salaried	Biweekly	9,000.16	11.11	1/7/2022	Other
Bradt, Joshua Daniel	10/1/2022	42,000.14	Salaried	Biweekly	2,000.18	5.0	9/22/2022	Other
Fisher, Elliott Robert	1/23/2023	70,000.06	Salaried	Biweekly	-70,000.06	-50.0	1/23/2023	Other
Lavery, Meghan	8/6/2022	75,000.12	Salaried	Biweekly	20,000.24	36.36	7/26/2022	Other
McNichol, Joshua	4/4/2022	55,000.14	Salaried	Biweekly	0.26	0	4/21/2022	Other
Thiele, Micheila LaRae	8/6/2022	45,000.02	Salaried	Biweekly	-780	-1.7	7/26/2022	Other
Thiele, Micheila LaRae	8/6/2022	45,780.02	Salaried	Biweekly	5,780.06	14.45	7/26/2022	Other

(viii)

DEFERRED REVENUE

					2022 Deferrals											
Client	**Invoice Date**	**Invoice Amount**	**Period**	**Monthly**	**1/31**	**2/28**	**3/31**	**4/30**	**5/31**	**6/30**	**7/31**	**8/31**	**9/30**	**10/3**	**11/3**	**12/3**
Medtrainer	1/3/2022	48,300	Feb '22-Jan '23	4,025	48,300	44,275	40,250	36,225	32,200	28,175	24,150	20,125	16,100	12,075	8,050	4,025
Lawnscapeetc.com	1/3/2022	40,800	Feb '22-Jan '23	3,400	40,800	37,400	34,000	30,600	27,200	23,800	20,400	17,000	13,600	10,200	6,800	3,400
Fence USA	1/14/2022	28,800	Feb '22-Jan '23	2,400	28,800	26,400	24,000	21,600	19,200	16,800	14,400	12,000	9,600	7,200	4,800	2,400
At-Mar Glass	1/3/2022	25,800	Feb '22-Jan '23	2,150	25,800	23,650	21,500	19,350	17,200	15,050	12,900	10,750	8,600	6,450	4,300	2,150
		143,700		11,975	143,700	131,725	119,750	107,775	95,800	83,825	71,850	59,875	47,900	35,925	23,950	11,975
Flat River Electric	8/12/2022	29,250	Aug '22-Sept '23	2,438	-							26,813	24,375	21,938	19,500	17,063
Gambler	8/3/2022	114,200	Sept '22-June '23	11,420	-							114,200	102,780	91,360	79,940	68,520
Johnson & Johnson Heating and Air	7/18/2022	28,800	Sept '22-Aug '23	2,400	-						28,800	28,800	26,400	24,000	21,600	19,200
Peaden Air Conditioning	11/30/2022	145,200	Jan '23 - Nov '23	13,200	-										145,200	145,200
A Plus Garage Door	11/9/2022	38,400	Dec '22 - Nov '23	3,200	-										38,400	35,200
Best Pro Services	11/9/2022	33,600	Dec '22 - Nov '23	2,800	-										33,600	30,800
Christmas Light Installers	12/20/2022	8,100	Jan '23 - June '23	1,350												8,100

Art Plastic Surgeons	12/19/2022	2,700	Jan '23 - June '23	450												2,700
2022 Annual Billings in advance (Dec '21)	12/24/2021	625,757	Jan '22-Dec '22	52,146	573,611	521,464	469,318	417,171	365,025	312,879	260,732	208,586	156,439	104,293	52,146	-
2021 Annual Billings in advance	12/24/2020	418,450	Jan '21-Dec '21	34,871												
* 2022 Annual Billings in advance (Nov '21)	11/24/2021	212,640	Jan '22-Dec '22													
2023 Annual Billings in advance (Dec '22)	12/24/2022	1,054,213	Jan '23-Dec '23													1,054,213
Current Monthly Billings in advance	12/24/2022	1,002,388	Jan '23		659,954	659,954	690,000	690,000	690,000	739,137	775,000	835,000	850,000	875,000	973,000	1,002,388
Liability account Balance per QBO					**1,377,265**	**1,313,143**	**1,279,068**	**1,214,946**	**1,150,825**	**1,135,840**	**1,136,382**	**1,273,273**	**1,207,894**	**1,152,515**	**1,387,336**	**$ 2,395,358**

(ix) None.

(x) None.

(xi) None.

(xii) None.

(xiii) None.

(xiv) The Company has an ongoing Sublease Agreement with its Affiliate, Shock I.T., LLC (f/k/a 1SEO Technologies, Inc.), for office space in its leased portion of that facility located at 1414 Radcliffe Street, Suite 301, Bristol, PA 19007 (the "Sublease").

(xv) None.

Schedule 3.9(a)
Legal Compliance

1. None.

Schedule 3.9(c)
Company Permits

1. None (the Company has no Permits).

Schedule 3.10(h)
Tax Returns

1. Tax returns consist of:
    a. Federal Tax Returns
        i. 2017-2021; Federal Tax Returns.
        ii. 2017; IRS e-file Signature Authorization for Form 1120S; Form 8879-S.
        iii. 2017; U.S. Income Tax Return for an S Corporation; 1120S.
        iv. 2017; Costs of Goods Sold; 1125-A.
        v. 2017; Compensation of Officers; 1125-E.
        vi. 2017; Depreciation and Amortization; 4562.
        vii. 2018; IRS e-file Signature Authorization for Form 1120S; Form 8879-S.
        viii. 2018; U.S. Income Tax Return for an S Corporation; 1120S.
        ix. 2018; Costs of Goods Sold; 1125-A.
        x. 2018; Compensation of Officers; 1125-E.
        xi. 2018; Depreciation and Amortization; 4562.
        xii. 2018; Sales of Business Property; 4797.
        xiii. 2019; IRS e-file Signature Authorization for Form 1120S; Form 8879-S.
        xiv. 2019; U.S. Income Tax Return for an S Corporation; 1120S.
        xv. 2019; Costs of Goods Sold; 1125-A.
        xvi. 2019; Compensation of Officers; 1125-E.
        xvii. 2019; Depreciation and Amortization; 4562.
        xviii. 2019; Causalities and Thefts; 4684.
        xix. 2019; Sales of Business Property; 4797.
        xx. 2020; IRS e-file Signature Authorization for Form 1120S; Form 8879-S.
        xxi. 2020; U.S. Income Tax Return for an S Corporation; 1120S.
        xxii. 2020; Costs of Goods Sold; 1125-A.
        xxiii. 2020; Compensation of Officers; 1125-E.
        xxiv. 2020; Depreciation and Amortization; 4562.
        xxv. 2020; Sales of Business Property; 4797.
        xxvi. 2021; IRS e-file Signature Authorization for Form 1120S; Form 8879-S.
        xxvii. 2021; U.S. Income Tax Return for an S Corporation; 1120S.
        xxviii. 2021; Costs of Goods Sold; 1125-A.
        xxix. 2021; Compensation of Officers; 1125-E.
        xxx. 2021; Depreciation and Amortization; 4562.
        xxxi. 2021; Sales of Business Property; 4797.

    b. State Tax Returns
        i. 2017-2021; State (Pennsylvania) Tax Returns.
        ii. 2017; PA Depreciation; PA-20S.
        iii. 2017; PA Amortization; PA-65.
        iv. 2018; PA Depreciation; PA-20S.
        v. 2018; PA Amortization; PA-65.
        vi. 2019; PA Depreciation; PA-20S.
        vii. 2019; PA Amortization; PA-65.
        viii. 2020; PA Depreciation; PA-20S.

ix. 2020; PA Amortization; PA-65.
x. 2021; PA Depreciation; PA-20S.
xi. 2021; PA Amortization; PA-65.

2. None.

Schedule 3.10(m)
Covid-19 Assistance Subsidy

1. List of all loans or grants awarded to mitigate Covid – 19 impacts, any loan forgiveness, and any tax credits received (PPP, EIDL, Employee Retention Tax Credit].
    a. The EIDL Loan; and
    b. The Loan Agreement by and between Centric Bank and Seller in connection with a Payment Protection Program ("PPP") loan to Seller. This PPP Loan was forgiven in full on January 25, 2021.

2. Employee Retention Credit: The Company is seeking an Employee Retention Credit using Alliantgroup, a national tax consulting firm. The Employee Retention Credit will remain with the Company as an excluded asset at Closing.

Schedule 3.11(b)
Leased Real Property

1. The Company has no oral Leases.
2. **Primary Lease**: The Company, as tenant, leases from Hudson Bristol, LLC (as successor-in-interest to Red River View, LLC), as landlord ("Landlord"), approximately 14,131 square feet of office space located on the third floor of that certain building having an address of 1414 Radcliff Street, Bristol, PA 19007 (the "Premises"), pursuant to that certain Agreement of Lease dated February 4, 2015, as amended by that certain First Amendment to Lease Agreement dated August __, 2016 (sic), as further amended by that certain Second Amendment to Lease Agreement dated October 10, 2017, as further amended by that certain Third Amendment to Lease Agreement dated September 1, 2018, and as further amended by that certain Fourth Amendment to Lease Agreement executed by Landlord and the Company as of November 9, 2021 (and erroneously dated to be effective as of September 1, 2018) (collectively, the "Primary Lease").
3. **Sublease**: SHOCK I.T., LLC (f/k/a 1SEO Technologies, Inc.) ("Subtenant") subleases from the Company a portion of the Premises, pursuant to that certain Sublease.

Schedule 3.11(e)
Lease Defaults

1. None.

Schedule 3.12(b)(i)
Registered IP

1. None (the Company has no Registered IP).

Schedule 3.12(b)(ii)
Trademarks, Copyrights, Software and Proprietary Information

(a) None.

(b) None.

(c)

- Company-owned Software:
  - The website located at https://www.1seo.com

- Third-party software used by the Company:
  1) Adobe
  2) ADP
  3) Apex Chat Service
  4) Birdeye Link Building
  5) Bright Local link Building
  6) CallRail
  7) Google Adwords
  8) Google Analytics
  9) G-Suite
  10) Hubspot
  11) Lease Web
  12) Lever
  13) LinkedIn
  14) Opteo
  15) Podium
  16) Proposify
  17) Quickbooks
  18) Rackspace
  19) Salesforce
  20) SEMRush
  21) Tapclicks
  22) Teramind
  23) Vidyard
  24) WP Engine
  25) Wrike/Basecamp
  26) Zoom
  27) ZyraChat

(d) Various Google sheets created by or for the Company.

(e)

- Website – https://www.1seo.com
- Facebook - https://www.facebook.com/1seodigitalagency/
- Instagram - https://instagram.com/1seodigital

- Twitter - https://twitter.com/1SEODigital
- LinkedIn - https://www.linkedin.com/company/1seo-com
- TikTok - https://www.tiktok.com/@1seodigital

(f)

DOMAIN NAMES

Active	Inactive	Clients & Misc.
1SEO.COM	1brand1image.com	101mobilityphiladelphia.com
1seoecomm.com	1brandadvantage.com	1800waterdamagecentralhouston.com
1seoecommerce.com	1brandand1image.com	800gambler.com
1seohvac.com	1brandpro.com	888cremations.com
1seolawyer.com	1i1b.com	algcleanouts.com
1seolawyers.com	1image1brand.com	algdumpsters.com
1seolegal.com	1imageand1brand.com	algportablepotties.com
the1conference.com (404)	1MOBILEAPPS.COM	algportablepotty.com
	1QRCODES.COM	algportapotties.com
	1SEMAGENCY.COM	allabaughconstructionllc.com
	1SEMFIRM.COM	americaswarriorclass.com
	1seo.dev	anthonylandscapesanddesign.com
	1seo.tech	b2ba.biz
	1seo.technology	BACHMANNZEITLINAGENCY.COM
	1seo.vip	benfranklinplumbingdoylestown.com
	1seo2go.com	BFACTORGROUP.COM
	1SEOAGENCY.COM	billheeneysr.com
	1seochat.com	BOATINSURANCEAVERAGECOST.COM
	1SEOCOMPLAINTS.COM	boylehasgot2go.com
	1seocreative.com	BRIANMCGUANE.COM
	1seocrm.com	broussardsairconditioningandheating.com
	1SEODA.COM	BRYANMCWAYNE.COM
	1seodental.com	BUCKSCOUNTYBENEFITS.COM
	1SEODEV.COM	BUCKSCOUNTYPLUMBINGSUPPLY.COM
	1SEODIGITALAGENCY.COM	bullfrogplumbinganddrain.com
	1seofamily.com	ccgnjconference.com
	1SEOFIRM.COM	COPRORATECATERINGNORTHAMPTONVALLEYCOUNTRYCLUB.COM
	1SEOMOBILE.COM	CRTHOMPSONROOFER.COM
	1seoplasticsurgery.com	DAVIDGOODMANSCAM.COM
	1seoplumbers.com	debbiesfriendsfund.com
	1seoplumbing.com	derrickmagia.com
	1seorestaurants.com	dillingheating.com
	1SEOREVIEWS.COM	drowsii.com
	1seotech.com	earlscleaners.net
	1seotechcrm.com	eat-philly.com
	1seotechnologies.com	gimbeleyeassociates.net
	1seotechnology.com	gogreenlawnservicespa.com

	1seotogo.com	GOLFNORTHAMPTONVALLEYCOUNTRYCLUB.COM
	1seotraditional.com	hertzhomeremodeling.com
	1SOCIALNETWORKING.COM	JANDBCARPETSERVICE.COM
	1traditional.com	JAROSPIZZA.COM
	247it.com	johnandbethhenson.com
	bestdigitalmarketers.com	johnhensonnj.com
	digitalagencyservices.com	johnhensonpa.com
	elitedigitalmarketers.com	johnhensonpoconos.com
	INTERNETMARKETINGFIRM.COM	ketler4congress.com
	itandnetworking.com	ketlerforcongress.com
	lion-logic.com	ketlerpa13thdistrict.com
	lions-logic.com	kevinglasson.com
	lionsdenshow.com	kirkpatrickpowergenerators.com
	lionsreporting.com	LILLISFORJUDGE.COM
	LOCALINTERNETRAFFIC.COM	markaskandera.com
	LOCALINTERNETTRAFFIC.COM	markskandera.com
	LOCALINTERNETTRAFFIC.NET	MATTHEWJMALINOWSKI.COM
	LOCALTRAF.COM	mattrusling.net
	shockadvertising.com	mayerslandscapingpros.com
	shockdigital.com	michelleglasson.com
	shockdigitalagency.com	mprolandscaping.com
	shocktraditional.com	newageair.net
	WEBLOCALTRAFFIC.COM	onehourheatandairpa.com
	WEBLOCALTRAFFIC.NET	onehourheatingandairpa.com
	bachmanndigitalagency.com	onehourheatingpa.com
		PARTSGEEKRATINGS.COM
		PARTSGEEKREVIEWS.COM
		patriotair.net
		phillysfinestroof.com
		poochcareplus.net
		RDHOMEINTERIORS.COM
		RENTHOMEPHILADELPHIA.COM
		ROSANNCOZZA.COM
		russianhulk.com
		sj-roofing.com
		sympathytrays.com
		thewiredr.com
		thewiredrs.com
		tjmartinelectrical.com
		tjmartininc.net
		tjmartinroofing.com
		tommartinbuckscounty.com

		vincenzospainting.com
		votebillheeney.com
		brand2image.com
		brandtoimage.com
		bumpertobumpernow.com
		BUYWEEDOILS.COM
		BUYWEEDTIPS.COM
		BUYWEEDWEBSITE.COM
		ELECTRICALCONTRACTORSMONTGOMERYCOUNTY.COM
		EMERGENCYAIRBERKS.COM
		EMERGENCYAIRBUCKS.COM
		EMERGENCYAIRCOMPANY.COM
		EMERGENCYAIRDELAWARE.COM
		EMERGENCYAIRMONTGOMERY.COM
		EMERGENCYAIRREADING.COM
		EMERGENCYHEATINGBERKS.COM
		EMERGENCYHEATINGBUCKS.COM
		EMERGENCYHEATINGCOMPANY.COM
		EMERGENCYHEATINGDELAWARE.COM
		EMERGENCYHEATINGMONTGOMERY.COM
		EMERGENCYHEATINGREADING.COM
		firestormmarketing.com
		feliceduprey.com
		GOOGLEMAPCOMPANY.COM
		GOOGLEMAPSSTORE.COM
		GRADYOS.COM
		INSURANCECOMPANIESINPHILADELPHIA.COM
		incitebrand.com
		LETEMKNOWWHODADDYIS.COM
		LINKREMOVAL.COMPANY
		LITDEVELOPMENTS.COM
		MOBILEAPPSDEVELOPMENTCOMPANIES.COM
		MOBILEMESSAGINGSITE.COM
		MONTCOHEATINGANDAIR.COM
		MONTGOMERYCOUNTYAIRCONDITIONINGANDHEATING.COM
		OUTREACH.COMPANY
		pa13goppac.com
		PAYPERCLICKMANAGEMENTSERVICES.COM
		PHILADELPHIALIFEINSURANCECOMPANY.COM
		philly-eat.com
		phillyfuneral.com
		phillyfunerals.com
		PHILLYPARTY2U.COM
		QRCODESCOMPANYS.COM
		SEO-HOPCOMPLAINTS.COM
		SEO-HOPREVIEWS.COM
		SEOHOP.NET

		SEOHOPCOMPLAINTS.COM
		SEOHOPREVIEWS.COM
		servicepupsdumpster.com
		servicepupsdumpsters.com
		SHINDAKITCHEN.COM
		SHINDAKITCHEN.INFO
		totheclose.com
		WEBSITEDESIGNBERKSCOUNTY.COM
		WEBSITEDESIGNCOMPANYBERKSCOUNTY.COM
		WEBSITEDESIGNCOMPANYBUCKSCOUNTY.COM
		WEBSITEDESIGNCOMPANYMONTGOMERYCOUNTY.COM
		WEBSITEDESIGNCOMPANYPHILADELPHIAPA.COM
		WEBSITEDESIGNDELAWARECOUNTY.COM
		WEBSITEDESIGNPHILADELPHIAPA.COM
		WEBSITEREDESIGNPHILADELPHIA.COM
		WEDDINGSNORTHAMPTONVALLEYCOUNTRYCLUB.COM
		WEDDINGVENUESBUCKSCOUNTY.COM
		WESBITEDESIGNMONTGOMERYCOUNTY.COM
		AUTOINSURANCEINPHILADELPHIA.COM
		artifacttavern.com
		beth-henson.com
		bethhensonnj.com
		bethhensonpa.com
		bethhensonpoconos.com

DOMAIN NAMES REMAINING WITH SELLER POST-CLOSING

FOC	Lance
alancherrycontractors.com	adam-bachmann.com
alancherryexteriors.com	adambachmann.life
alancherryhomeservice.com	attackmatclub.com
alancherryhomeservices.com	BACHMANNAGENCY.COM
alancherryroofingandsiding.com	bachmanncompanies.com
alancherrysidingandroofing.com	bachmannenterprises.com
alancherrysidingroofing.com	bachmannlfg.com
cherrycontractors.com	davidallenbachmann.com
cherryexteriors.com	digital-lion.com
cherryhomeservice.com	digitallion.com
cherryhomeservices.com	digitallionofficial.com
cherryroofingandsiding.com	digitallionsden.com
cherryroofsandhome.com	emilybachmann.com
cherrysidingandroofing.com	emsartifacttavern.com
dillingelectric.com	emsphilly.com
dillingheatingpa.com	emsplacebar.com
dillinghvac.com	emsplacephiladelphia.com
dillingplumbing.com	emsplacephilly.com
dillingservices.com	emsplacepub.com

hauntyourhomenc.com	emsplacetavern.com
rathgebpainting.com	fredbachmann.com
rpainting.com	gregbachmann.com
matthewrathgebpainting.com	gregdavidbachmann.com
paintingpups.com	greggybachmann.com
	LANCEBACHMAN.COM
	LANCEBACHMANN.COM
	LANCEBACHMANNSCAM.COM
	lancebachmannswife.com
	lancedavidbachmann.com
	lbachmann.com
	lbachmanninc.com
	ljbachmann.com
	mprwrestling.com
	phillylion.com
	thedigitallionsden.com
	therealdigitallion.com
	totalwrestlingclub.com
	andrewbachmann.com
	andrewryanbachmann.com

Schedule 3.12(b)(iii)
Intellectual Property Agreements

1. The third-party software agreements set forth above in Section 3.12(b)(ii)(c).

2. None.

Schedule 3.12(e)
Royalties

1. None.

Schedule 3.12(h)
Software Subject to Public Software Licenses

1. None.

Schedule 3.12(i)(i)
Rights to Software

1. None.

Schedule 3.12(i)(ii)
List of Public Software Licenses

1. None.

Schedule 3.13(a)
Contracts

(i)

a. Each of the Customers set forth on Schedule 3.21 have entered into a Digital Marketing Agreement with the Company on that certain 1SEO.com Inc. Form Digital Marketing Agreement attached hereto as Exhibit 1 to Schedule 3.13(a)(i).
b. Purchase Order between the Company and Salesforce.com Inc. dated March 28, 2022.
c. Purchase Order between the Company and Wrike, Inc. dated January 22, 2022.
d. Annual Commitment Addendum between the Company and CallRail Inc. dated September 12, 2022.
e. Purchase Order between the Company and Buildscale Inc. d/b/a Vidyard dated September 9, 2022 (unsigned).
f. Terms of Service by and between the Company and WP Engine updated July 20, 2021.
g. The Benefit Plans set forth below in Schedule 3.17(a).
h. The Referral Partner Agreements set forth below in Schedule 3.13(a)(xxii).

(ii) The Primary Lease.
The Sublease.

(iii) None.

(iv) None.

(v) None.

(vi) None.

(vii) None.

(viii) The EIDL Loan.

(ix) Accountant: Zinman & Company.
Legal: Obermayer Rebmann Maxwell & Hippel LLP.
Broker: Barney, Inc.

(x) None.

(xi) The EIDL Loan.

(xii) Exclusive Listing Agreement, dated August 10, 2022, by and between the Company and Barney, Inc.

(xiii) The Benefit Plans set forth on Schedule 3.17(a).

(xiv) None.

(xv) None.

(xvi) The Sublease.

(xvii) None.

(xviii)

a. Each employee of the Company is required to execute a "Non-Disclosure and Non-Solicitation and Non-Competition Agreement for Employees of 1SEO.com" (collectively, the "Employee Non-Compete Agreements"). Each of the Company's current or former employees has executed Employee Non-Compete Agreements.
b. Strategic Partner Agreement by and between Nexstar, Inc. and the Company dated January 5, 2018.

(xix) None.

(xx) The Employee Non-Compete Agreements.

(xxi)

a. Digital Agency Referral Program Agreement by and between The Big Picture Consulting and the Company dated August 25, 2022.
b. Digital Agency Referral Program Agreement by and between Blue Water Media LLC and the Company, undated.
c. Digital Agency Referral Program Agreement by and between Canna Business Services and the Company, undated.
d. Referral and Cooperation Agreement by and between CEO Warrior, LLC and the Company, undated.
e. Digital Agency Referral Program Agreement by and between Full Throttle Wraps and the Company, undated.
f. Marketing Services Agreement by and between HSF Buyer's Group, LLC and the Company dated April 1, 2022.
g. Digital Agency Referral Program Agreement by and between Jackie Calkins and the Company, undated.
h. Digital Agency Referral Program Agreement by and between E Squared and the Company, undated.
i. Digital Agency Referral Program Agreement by and between Ecotek Soft Wash and the Company, undated.
j. Digital Agency Referral Program Agreement by and between Kickcharge Creative and the Company, undated.

k. Digital Agency Referral Program Agreement by and between Premis Marketing Group and the Company, undated.
l. Digital Agency Referral Program Agreement by and between NTIH, LLC and the Company, undated.
m. Digital Agency Referral Program Agreement by and between Staci Bonner and the Company, undated.
n. Digital Agency Referral Program Agreement by and between Flywheel Coaching Group and the Company, undated.
o. Digital Agency Referral Program Agreement by and between Home Service Expert and the Company, undated.
p. Digital Agency Referral Program Agreement by and Tom Eldred and the Company, undated.
q. Digital Agency Referral Program Agreement by and between Karla Hurley and the Company, undated.
r. Digital Agency Referral Program Agreement by and between The Perlini Group, LLC and the Company, undated.
s. Digital Agency Referral Program Agreement by and between Rancour Ventures and the Company, undated.
t. Digital Agency Referral Program Agreement by and between Tom Gerasio and the Company, undated.
u. Digital Agency Referral Program Agreement by and between James A. DuBois and the Company, undated.
v. Digital Agency Referral Program Agreement by and between Viper Digital LLC and the Company dated March 9, 2021.
w. Digital Agency Referral Program Agreement by and between PowerCommunities LLC and the Company, undated.
x. Digital Agency Referral Program Agreement by and between Online Trading Academy Philadelphia and the Company, undated.
y. Digital Agency Referral Program Agreement by and between BMJ Enterprises and the Company, undated.
z. Digital Agency Referral Program Agreement by and between OBXcoin and the Company, undated.
aa. Digital Agency Referral Program Agreement by and between Steen Outdoor Advertising and the Company, undated.
bb. Digital Agency Referral Program Agreement by and between Counterpoise LLC and the Company, undated.
cc. Digital Agency Referral Program Agreement by and between Telcoholdings Inc and the Company, undated.
dd. Digital Agency Referral Program Agreement by and between Mainstreet Ventures LLC and the Company, undated.
ee. Digital Agency Referral Program Agreement by and between Digital Creative and the Company, undated.
ff. Digital Agency Referral Program Agreement by and between Jeen B. Rossell and the Company, undated.
gg. Digital Agency Referral Program Agreement by and between Kimberly Robinson and the Company, undated.

hh. Digital Agency Referral Program Agreement by and between Jenna Communications and the Company, undated.
ii. Digital Agency Referral Program Agreement by and between Bhava Communications and the Company, undated.
jj. Webteam Agreement by and between SEOversite, a division of Yellow Telescope, LLC and the Company dated January 2015.

(xxii) None.

(xxiii) None.

(xxiv) None.

Exhibit 1 to Schedule 3.13(a)(i)
Form Digital Marketing Agreement

1. See attached.

DIGITAL MARKETING AGREEMENT

For {client_name}

Prepared by {user_assigned}

{company_name}

{user_phone} | {user_email}

{company_address_1} | {company_city}, {company_state}| {company_zip_code} | {company_url}

Statement of Confidentiality

This agreement and supporting materials contain confidential and proprietary business information of 1SEO.com Digital Agency. These materials may be printed or photocopied for use in evaluating the Statement of Work, but are not to be shared with other parties.

2152086759
| https://1seo.com

Since 2009, our mission has been the same: to help you grow and protect your business. We understand that "success" means something different to everyone, and we work closely with each of our clients, no matter how large or small, to gain a thorough understanding of their goals and determine the best way to accomplish them. We provide an end-to-end suite of digital marketing solutions through a full team of specialists who work together in an open and collaborative environment.

When you partner with us, you can feel confident that you're trusting your business with some of the best digital marketers in the industry. We are recognized as both Google Premier Partners and Facebook Marketing Partners, putting us in the top two percent of agencies across the country. What's more, we frequently receive nominations and awards for the work that we accomplish for our clients, including a US Search Award, considered one of the highest accomplishments in the industry. Still not convinced? Check out one of the many testimonials from the clients whose lives we've changed. Rest assured that we appreciate you trusting us, and know that your success is our success.

Where do you see your business in the next year? Five years? Ten? **We're the team that can help you get there.**

Our awards and accolades:

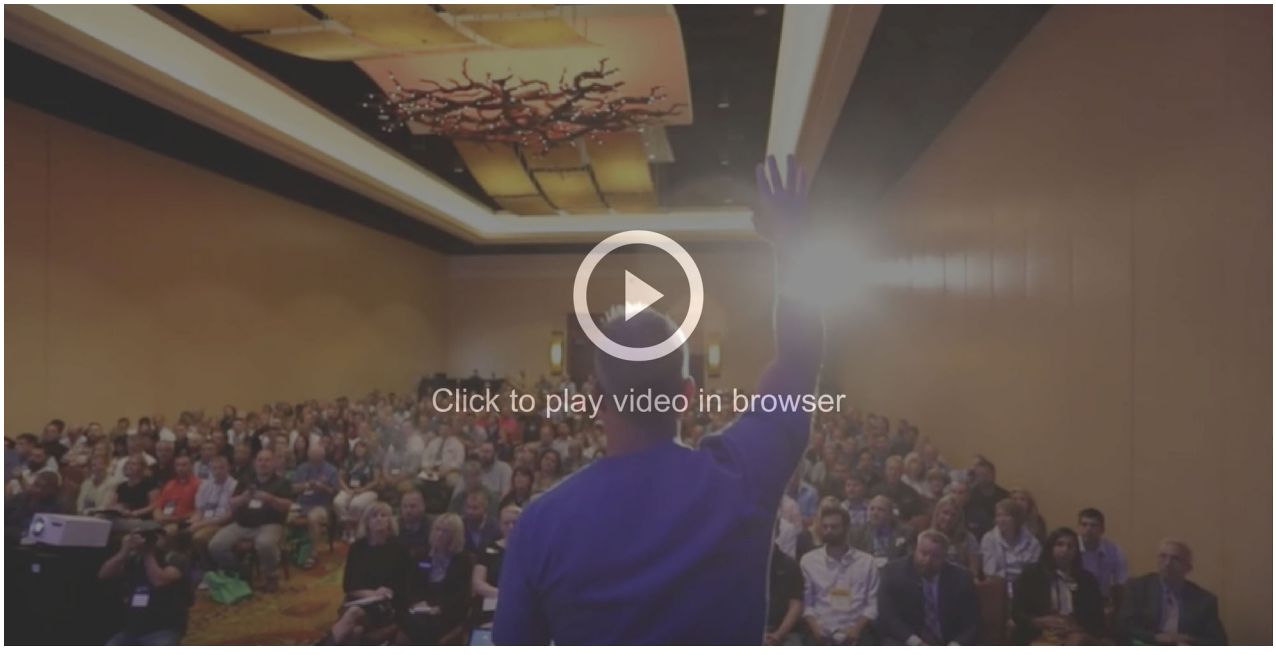
- Digital.com, 2021
  - Top Digital Marketing Companies in Philadelphia
  - Best SEO Firms in Philadelphia 2021
- US Search Awards
  - Best Use of Search: Third Sector (2018-2021)
- AVA Digital Awards, 2020 Platinum and Gold Winner
- dotCOMM Awards, 2019 Platinum Winner
- Shortlisted for multiple categories (2015-2018)
- Inc 5000 (2014-2018)
- Nominated for Google Premier Partner Award (2017)
- Interactive Media Awards
  - Shortlisted for multiple awards (2018)
  - Outstanding Achievement Advocacy Award (2015)
  - Best in Class Marketing Award (2013)
- AVA Digital Awards
  - Platinum Award: Creativity, Web Design (2018)
  - Gold Award: Website, Redesign (2018)
- Search Engine Land Award finalist (2018, 2019)
- DesignFirms Logo Design Award (2016-2017)
- Soaring 76 - Philadelphia's Fastest Growing Companies (2017-2018)
- Multiple Team Members Have Been Featured Speakers Throughout 2019 for Organizations Such As:
  - Nexstar
  - LSA19 Conference: The Art & Science of Localogy

- Delaware County B2B Expo
- Burlington County Community Expert Program
- LBCCC Members Workshop
- Self-Made Strategies (Podcast)
- Outdoor Retailer Market

Leaders in the Industry

As leaders in the digital marketing industry, we take every opportunity we can to participate in events that support innovation and allow us to share our knowledge. To that end, leaders in our agency travel all over the country (and, sometimes, the world) to talk about their experiences and lend their insight into significant developments in the industry.

Lance Bachmann has been a featured keynote speaker at the biggest nationally recognized conferences including Pubcon, JD Power Automotive Marketing Roundtable, International Roofing Expo, Philly Tech Week, Google Ungagged, Outdoor World, and PPC Hero.



Google Talks With Lance Bachmann - Top Google Partner: 1SEO.com Digital Agency

See Lance Bachmann share his knowledge about finding success with a holistic approach to building a winning digital strategy directly with Google, and hear him explain how important it is to lay the foundation with SEO and PPC initiatives that work alongside one another to achieve your goals.

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| https://1seo.com

Digital Marketing Pricing

Services in this agreement for to include the following:

Service

SEO –

- Includes on and off page SEO optimization
- Content Strategy for all optimized pages will be written by 1SEO Digital Agency
- 1 SEO will write content for all new services pages for the client
- Google my Business- Set up (if needed), Optimization, 1 Post per Month
- Ongoing Content Creation- 1SEO will create 1 new Blog, Press Release, Infographic, or Video every other month, and 1 existing piece of content will be updated on the every other month. This will start once optimized content is implemented.
- Full Technical and Conversion Audit: Any development changes will be scoped and if elected will be at $100/hour. Content and images are changed at free of charge.

Google Recommended Budget

Google Ads, Google Remarketing, Google Customer Match, Google LSA (if available)

The client will be billed by Google for transparency

Google Management Fee

1SEO will manage all Google Ads campaigns for client, if budget exceeds $5,000 per month there will be a 10% Management Fee of the Google Ads budget

Social Media Management Recommended Budget

Paid advertising on Facebook and Instagram

The client will be billed by Facebook for transparency

Paid Social Media Management-Facebook/Instagram

1 SEO will manage all Facebook/Instagram campaigns for the client, if the budget exceeds $5,000 per month, there will be a 10% Management Fee of the Facebook Budget

Website Design and Development

Design and Development of New 1SEO Website

Podium

1SEO will incorporate live chat and review platform for client

☐ **Total Digital Marketing Investment Per Month**

Prepared Not yet submitted

STATEMENT OF WORK NO. 1

This Statement of Work No. 1 ("SOW 1") is entered into by and between 1SEO I.T. Support & Digital Marketing ("1SEO") and Blank ("Client" or "you") of this day of Not yet submitted (the "Effective Date").

Scope of Work. Client hereby retains the services of 1SEO to perform the Services and provide the Deliverables in accordance with this SOW 1.

Phase One: Project

This is a 4-week phase that is essential for laying the right data-driven foundation for long-term success.

1. Audit, Setup, Initial Implementation, & Comprehensive Game Plan

- Comprehensive business intake & discovery
- WordPress version transfer (if applicable)
- Website migration (if applicable)
- SEO audit and initial implementation
- Tracking review and customization setup
- Analytics insights and review of baseline performance measurement
- Campaign customization and data-driven marketing SEO game plan
- Development/refinement of digital competitive analysis
- Presentation of comprehensive, data-driven online marketing game pan

Phase Two: Ongoing Monthly Partnership

2. Client Relations Manager

- Client will have a dedicated Client Relations Manager who will:
  - Develop online marketing strategies related to client's objectives, goals and expectations
  - Share customized reporting based upon preset reporting metrics and goals
  - Consult with client on an ongoing basis to measure progress towards goals and objectives
  - Consult on company history, audience, and differentiators to understands your brand's persona
  - Manage and oversee Client's 1SEO Account Team of Specialists
- Website Performance KPI's:
  - Customization of Google Analytics KPI's
  - Set up Call Tracking Measurements
  - Ongoing goal tracking and KPI's showing increases in traffic, leads, and sales
  - Call tracking with up to 2000 minutes on a pool of tracked lines
    - Additional minutes used will be billed at $.07 per minute (if applicable; required)
  - Implementation of Lions Logic proprietary software which includes competitor and keyword rank monitoring Ongoing goal tracking

- Ongoing goal tracking and performance attribution which includes progress reports showing increases in traffic, leads, and sales

- One monthly in-person or virtual meeting to review campaign reports with emphasis on continued growth

3. Search Engine Optimization

Instructions for Providing Access To Essential Tools & Platforms

Google Analytics

To add a new user:

1. Click **ADMIN**at the top of the Analytics page.
   - To add a user at the account level, click **USER MANAGEMENT** in that column.
   - To add a user at the property of view level, click **PERMISSION** in the appropriate column.
2. Under **ADD PERMISSONS FOR**, enter lance.bachmann11@gmail.com
3. Check all of the permission boxes (Manage Users, Edit, Collaborate, Read & Analyze) so that 1SEO has full access.
4. Select **NOTIFY THIS USER BY EMAIL** to send a notification to each user that you're adding.
5. Click **ADD**.

Google Ads

To add a new user:

1. Find the ten-digit CID number in your Google Ads account. This number will appear next to your business' name in the top left corner of your screen, and is formatted as follows: XXX-XXX-XXXX.
2. Copy that number and provide it to our team. When you do, we will use it to request access to your account. You will receive an automated email from Google when this happens.
3. Accept our request to link your account to ours.

Google Search Console

To add an owner:

1. On the Webmaster Tools home page, click MANAGE next to the site you want.
   - Then click ADD OR REMOVE USERS.
2. Click the MANAGE SITE OWNERS link.
3. In the VERIFIED OWNERS section click ADD AN OWNER.
4. Type the email address, lance.bachmann11@gmail.com
5. Then click CONTINUE

Google My Business (GMB)

To add a new user:

1. Sign into your account at business.google.com (use your gmail address)
2. Select your location
3. Find and click "Users" on the left
4. Find and select "Invite New Users" in the top right and enter 1SEO's Agency ID Number, which is: 5325077774
5. Finally, click "Choose a Role", select "Owner", and then hit "Invite".

Organic Authority & Lead Growth (SEO/Inbound Marketing)

- Client's dedicated team of specialists will collaborate with the Client Relations Manager to:
  - Identify key metrics and performance indicators related to goals and competitive environment
  - Create strategic implementation plans that connect back to objectives and expectations
  - Distribute the following SEO efforts strategically for greatest impact at 1SEO's discretion:
    - Editing and optimizing existing website pages
    - Editing, optimizing, and publishing Client-created content when available
    - Copywriting, optimizing, and publishing new pages of website content as needed according to data-driven strategy and implementation plan
    - Creation (if applicable) and management of onsite blog
    - Building NAP Citations for Local SEO benefit
    - Local SEO tracking and monitoring
    - Routine site speed optimizations and maintenance
    - Maintaining and optimizing additional technical aspects of website (security, schema, structure, sitemap, etc.) according to current best practices
    - Managing and optimizing Client's Google My Business profile
    - Onsite and offsite SEO as appropriate with changing search engine guidelines
    - Review monitoring, responding, and management
    - Conversion rate optimization when identified as a leverage point
    - Link Building and Link Analysis of current back link profile

4. Content Marketing

- Ongoing content Marketing (begins once optimized web content has been approved)
  - 1SEO will provide one piece of content every other month (blog, infographic, quiz, video, press release, whitepaper, etc.)
  - 1SEO will perform content maintenance on alternating months, including:
    - Adding/updating optimized meta descriptions to blogs
    - Creating links from internal pages to relevant blogs (known as interlinking)
    - Adding image alt tags to media libraries
    - Link auditing

        - Link auditing
        - Adding featured images to previous/current blogs
        - Fixing formatting/layout issues to previous/current blogs
        - Adding navigable blog pages to site menus
    - Content Management Continued:
        - Researching and implementing additional keywords
        - Refreshing or removing outdated content

5. Google Local Services Ads

Google Local Services Ads (GLSA) Setup (Pay-Per-Lead)

- Apply for program (if applicable) on behalf of Client
- 1SEO will assist in the background check process when possible, which includes communication with Google about progress
- Continuously communicate with Google about application progress updates until application is received, reviewed, and approved or declined
- Once approved, set up the GLSA campaign(s) with correct geographic targeting, services targeting, benefit statements, etc.

Google Local Services Ads (GLSA) Ongoing Management

- Dispute any leads Client has been charged for by Google that aren't actually leads
- Include GLSA costs and leads in custom monthly 1SEO performance reports
- Manage/optimize campaign settings and targeting based on results
- Make ongoing budget and campaign recommendations based on tracked results

6. Social Media Marketing & Management

- Auditing of current social media assets
- Initial social media platform setup with account build-outs
    - Relevant platforms determined by Client's industry and goals
- Ongoing paid social media management to take advantage of social media's growth-driving capabilities
    - Branding and audience-building campaigns to increase your audiences awareness of your capabilities and initiatives
    - Conversion campaigns to generate:
        - Leads
        - Sales
        - Calls
        - Foot traffic
    - Retargeting campaigns to keep in touch with current and prospective customers

- Behavior-based: If a prospect makes it through your funnel but doesn't convert: Don't worry. We can retarget people who watch your videos, visit your site, or engage with you in one of numerous other ways.
- Current Contacts: If you have an email or phone list, give it to us! Why? So we can move those individuals to a specified point in your funnel and target them accordingly.
- Lookalike audiences: We'll create an entirely new audience of people to target based on how they compare to your current audiences.

◦ We will request access to your business' Facebook account and inform you when we do so. When that happens, simply follow these instructions to grant us access:
- Go to Settings
- Select Page Roles
- Click "Respond to Request"
- Accept the Request from 1SEO (you'll be required to enter your password)

7. Website Design and Development

Website Design and Development

- Research/ Discovery - We do a thorough analysis of your business to help you achieve your goals for the design and development of the project.
- Design
  - Once discovery is completed, we will look to lay out 2 different views: one desktop and one mobile view.
- Content Requirement
  - Determine if 1SEO or client will be writing the content. 1SEO will write content for client at rate of $100 per page if the client is not an SEO client.
  - We will obtain all necessary log-in information for your hosting, domain and 3rd party integration and payment process if applicable.
  - We will provide 3 revisions per stage of the project.
- Photography
  - Client will need to supply graphic files to 1SEO in editable vector digital format
  - Photos must be high resolution photography. If you don't have photos, we can purchase up to 10 photos/ images for this project.
- Development- 1SEO will be using WordPress as your content management system (CMS). WordPress is the most popular open-source CMS in the world.
  - Your website will initially contain between 8-12 pages
  - We will set up a blog for you to publish posts
  - Plugins may include the following:
    - Home page slider
    - Form manager
    - RSS Feeds
    - XML/HTML sitemaps
    - Google Analytics
    - SEO management

        - Video Galleries
        - Social Media Widgets
        - Calendar
        - Google Maps
    - 3rd Party Integrations and Extended Development
        - Any 3rd party integrations will need to be scoped out for the number of hours that it will take for development to customize the integration at a rate of $100 per hour
    - Content Population
        - All content is required to be provided by the client. Up to 10 pages of optimized content are included. If the client chooses to have our content specialists write the content, it will be charged at a rate of $100 per page.
- Test and Quality Assurance
    - We will test the website from a variety of browsers including Safari, Chrome, and Firefox.
    - Test the responsive design on iPhone/iPad and Android devices.
    - Test Functionality to ensure no errors or broken links.
    - The website will be handed over to the Client for a test environment so that any changes can be isolated and sent back to 1SEO prior to launch.
    - 301 redirects will be established in order to avoid negatively impacting bookmarks and search engine indexes.
    - You will have two rounds of revisions and tweaks to the website. Once agreed upon and signed off, we will then go to launch.
    - Barring any sudden, unforeseen technological updates and/or changes, we provide you a free, one-year warranty on our website work, subject to the following stipulation:
        - No other party, including you and your colleagues, makes any changes over the course of the warranty's life.
- eCommerce Client Obligations
    - We will provide you a list containing information we need in order to complete your site according to the project's scope, goals, and ultimate vision.
    - Examples of what you will be responsbile for providing include logins, product descriptions and import information.
- Launch
    - Once Client has tested the website and is happy with functionality, we will make the website live on our hosting or your hosting environment.
    - Website will only be launched after final payment has been received and Client signoff of the website launch process has been received.
    - We will not launch any websites on Fridays, no exceptions, and this is not subject to negotiation.
- Completion, Edits, and Revisions
    - Necessary changes to the scope of work may be revealed as a project progresses, and certain items/ components of the original proposal may be fulfilled by 1SEO's sole discretion by the substitution of features, functionality, or process. Because the project consists of multiple phases, any reversion to a prior phase may be considered a change of scope and subject to additional charges. Once product is accepted and/or website launched, 1SEO's obligation, other than training, shall be deemed fulfilled, unless otherwise agreed upon in writing prior to product acceptance and launch.
- Training and Support

- Additionally, 2 hours of supplemental training and support time are included as needed to ensure you are completely capable of managing your own website.
- Ongoing Support by 1SEO will be billed at $100 per hour. Requests under 1 hour are preformed within 3 business days, and greater than 1 hour, an estimate of time is provided prior to completing the request.
- Ongoing Support by 1SEO will be billed at $100 per hour. Requests under 1 hour are preformed within 3 business days, and greater than 1 hour, an estimate of time is provided prior to completing the request.

Webmaster Services (Site Changes & Maintenance)

- Website Hosting
  - We have partnered with the best hosting environments available. Hosting is included with any SEO package. A la carte hosting can be provided for any client at rate of $100 per month.

****TIMELINES FOR THE ACTIVATION OF SEPARATE DELIVERABLES AND RESPECTIVE BILLING CYCLES WILL BE DISCUSSED IN MORE DETAIL DURING OFFICIAL KICK-OFF MEETING****

To the extent that Client requests services that are outside of the scope of this SOW 1, 1SEO agrees to provide such services at the following hourly rates (unless otherwise agreed in writing by the parties); provided that 1SEO will not commence, and will not invoice Client for, any such services without Client's prior written consent:

Additional Online Marketing Services	$100 per hour

Client may opt to change the level of service with 30 days written notice to 1SEO.

In the event that Client desires any services not listed in this SOW 1, Client and 1SEO will enter into a Change Order or a separate SOW to cover any such additional services.

Agreement

THIS Agreement is made and entered into by and between 1SEO.com Digital Agency , a Pennsylvania Corporation with offices at 1414 Radcliffe Street, Suite 301, Bristol, PA 19007 and Blank (hereinafter "the Client"), based upon the following conditions:

Authorization

Client desires to engage 1SEO.com Digital Agency for services including, but not limited to, Marketing, Advertising, Website Design, Web Development, General Programming and Maintenance (hereinafter the "Project"). 1SEO.com Digital Agency is interested in undertaking such work, and by signing this document, both client and 1SEO.com Digital Agency agree to the terms and conditions set forth herein.

Scope of Work

Client hereby retains the services of 1SEO.com Digital Agency to market, design, and develop for Client in accordance with the proposal submitted by 1SEO.com Digital Agency to Client dated Not yet submitted (the "proposal"). Changes to this Agreement or to any of the specifications of the Website in any of the specifications thereof shall become effective only when a written change request is executed by a representative of the Client and 1SEO.com Digital Agency. 1SEO.com Digital Agency agrees to notify Client promptly of any factor, occurrence, or event coming to its attention that may affect 1SEO.com Digital Agency's ability to meet the requirements of this Agreement, or that is likely to cause any material delay in the schedule.

Compensation - Website Design / Development Agreement.

In consideration of retaining the 1SEO.com Digital Agency to design or redesign, and/or build and/or maintain a website for the Client, payment terms are agreed to as follows: **1SEO.com Digital Agency accepts payment via credit card ONLY**. The Client agrees to provide a valid credit card to 1SEO.com Digital Agency which will be held on file upon acceptance of this agreement. 1SEO.com Digital Agency requires a 50% non-refundable down payment prior to commencement of work. The remaining 50% balance shall be due and payable upon completion, and/or delivery of the Project. If the final payment is not made upon completion and/or delivery of the Project then 1SEO.com Digital Agency will automatically charge the final payment to the client's credit card on file. Where payment is not received timely for any website design and/or development related work.

Agreement cont.

Compensation - Monthly Internet Marketing Agreement.

In consideration of retaining 1SEO.com Digital Agency to perform Search Engine Optimization, Pay-Per-Click Advertising, Social Media Marketing, Optimization, or any other form of monthly internet marketing for the Client, payment terms are agreed to as follows: 1SEO.com Digital Agency accepts payment via credit card ONLY. The client agrees to provide a valid credit card to 1SEO.com Digital Agency which will be held on file upon acceptance of this agreement. 1SEO.com Digital Agency requires the first month and/or initial fee for each agreement payable prior to commencement of work. 1SEO.com Digital Agency will make subsequent monthly charges to the Client's credit card on the 25th of each month. Each "billing cycle", shall begin on the 1st day of a month that this Agreement is effective and end on the last day of that month. Should the 25th fall on a weekend, charges will be applied on the weekday closest to the 25th of the week prior. Where payment is not received timely for any monthly internet marketing work, Client hereby authorizes 1SEO.com Digital Agency to stop and/or pause any said work on the internet until final payment is received.

Payment

Regarding the above payment terms, the Client agrees to provide to 1SEO.com Digital Agency a valid credit card that will remain on file with 1SEO.com Digital Agency for the duration of time and/or terms contained within this agreement.

Ownership of Work Product

All elements of the Project shall be exclusively owned by Client and shall be considered "works made for hire" by 1SEO.com Digital Agency for Client. Except as set forth below, Client shall exclusively own all United States and international copyrights and all other intellectual property rights of the Project.

Agreement cont.

Intellectual Property of 1SEO.com Digital Agency

Client expressly recognizes and accepts that 1SEO.com Digital Agency shall own all rights, title, and interest in 1SEO.com Digital Agency's existing object and/or components libraries (the "Code"), as well as any proprietary methodology and production techniques used or developed by 1SEO.com Digital Agency in connection therewith (the "Methods"); provided, however, that 1SEO.com Digital Agency shall not own any Confidential Information(as defined below:) of Client utilized by 1SEO.com Digital Agency for development of, or inclusion, in the Code and/or Methods. The Methods as referred to in this Agreement shall also encompass the "on page and off page" optimization techniques and processes. In performing services under this Agreement, 1SEO.com Digital Agency agrees not to design, develop or to provide to client any items that infringe one or more patents, copyrights, trademarks, or other intellectual property rights of any person or entity.

Copyrights and Trademarks

The Client represents to 1SEO.com Digital Agency and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 1SEO.com Digital Agency for inclusion in the Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will indemnify, hold harmless, protect, and defend 1SEO.com Digital Agency and its subcontractors, agents, representatives, shareholders, member and/or employees from any claim or suit arising from the use of such elements furnished by the client.

Agreement cont.

Term, Termination, Partial Payment and Ownership In The Event Of Termination.

This Agreement will be valid for 30 days from the effective date of the start of any internet marketing contract and/or website development contract and shall continue in full force and effect thereafter on a month-to-month basis until notice of termination or cancellation by either party as provided herein. Either party in its sole discretion without cause or otherwise may terminate or cancel this agreement 30 days (counted from the mailing date of the notice as postmarked by USPS prior to the end of the current billing cycle by providing written notice. If this Agreement is terminated for any reason, 1SEO.com Digital Agency shall be entitled to payment for work completed up to the date of termination/cancellation. In the event of termination pursuant to the terms of this Agreement, and upon full payment for the work completed up to the date of termination, the 1SEO.com Digital Agency hereby grants Client all right, title, and interest, including all other intellectual property rights in the Project in the form in which they exist on the date of termination. In the event that Client terminates this Agreement pursuant to the terms herein, no refunds or credits will be given to the Client for any delivered Work Product. Moreover, by signing this Agreement, the Client agrees to relinquish their rights to post any negative reviews prior to discussing the situation with 1SEO.com Digital Agency first.

Force Majeure

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

Agreement cont.

Disclaimer

Other than the clauses contained in this Agreement, 1SEO.com Digital Agency makes no representations, warranties or guarantees of any kind with respect to any of its services, and disclaims any implied representations, warranties and guarantees. In addition, 1SEO.com Digital Agency makes no representations, warranties or guarantees as it relates to a company's current search engine rankings, previous search engine rankings or future search engine rankings. Search engine results are controlled solely by each individual Search Engine Company which include but are not limited to Google, Yahoo and MSN (Bing) each of which utilizes complicated proprietary algorithms. These algorithms evaluate pages on the web against keyword searches performed by users. It is impossible for ANY business to guarantee high rankings for any website or webpage. Search engine companies guard their search algorithms very closely and constantly update and change those algorithms rendering it impossible to guarantee the impact our services may have on search engine results. The goal of 1SEO.com Digital Agency is to get the client's website on the first page of search engines, but 1SEO.com Digital Agency does not guarantee to get the clients there or to keep them there, unless otherwise specified in this agreement, due to google, yahoo and bing having the ability to change algorithms at any time as stated above.

Delivery of Work Product

1SEO.com Digital Agency shall deliver the Code and the Work Product to Client in both source code and object code form. 1SEO.com Digital Agency hereby grants Client, and Client hereby accepts from 1SEO.com Digital Agency, a fully paid-up, non-exclusive, perpetual, worldwide, royalty-free license under all intellectual property rights owned or licensable by 1SEO.com Digital Agency to use, modify, reproduce, create derivative works of, and otherwise exploit the Code and Methods, including any "on page and off page" optimization technique or process, contained in the Work Product.

Client and Third Party Site Modifications

1SEO.com Digital Agency is not responsible for any changes made to the website and/or internet marketing account by any other party, authorized agent or unauthorized hacker. If the client, agent or unauthorized hacker other than 1SEO.com Digital Agency attempts updates or changes, then time to repair and/or correct any work will be assessed at our hourly rate of $100.00, and is in addition to the agreed above Statement of Work estimate of cost and/or hours. Any additional changes will be submitted to the client and work will not start without written approval from the client.

Agreement cont.

Laws Affecting Electronic Commerce

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that they are solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend 1SEO.com Digital Agency and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

Limitation of Liability

Except as may be provided in this Agreement, all representations and warranties express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, are hereby disclaimed by 1SEO.com Digital Agency. In no event shall 1SEO.com Digital Agency be liable for any direct, indirect, special, exemplary, incidental, consequential or punitive damages, irrespective of whatever such damages were foreseeable or unforeseeable. The limit of 1SEO.com Digital Agency's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) in any manner related to this agreement, for any and all claims, shall not in the aggregate exceed the fees and expenses paid for the services rendered by 1SEO Digital Agency. In no event shall either party be liable for consequential, incidental or punitive loss, damage or expenses (including lost profits). Any action by either party must be brought within the time period that applicable law permit.

Further Assurances

Each party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as the other party may reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes hereof, or to better assure and confirm the rights and remedies of the other party under this Agreement.

Succession

The provisions of this Agreement shall extend to and be binding upon the parties hereto and their respective legal representatives, successors, and assignees.

Agreement cont.

Choice of Laws

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, as they apply to contracts entered into and wholly to be performed within the Commonwealth.

Integration/Entire Agreement

The parties hereto confirm that they are not relying on any representations or warranties of the other party except as specifically set forth this Agreement, as it constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understanding, promises and representations, whether written or oral, with respect thereto are superseded hereby.

Waiver

The parties' failure to enforce any provision(s) of this Agreement shall not in any way be construed as a waiver of any such provision(s), nor prevent parties thereafter from enforcing each and every other provision of this Agreement. The rights granted to parties herein are cumulative and shall not constitute a waiver of parties' right to assert all other legal remedies available.

Severability

To the fullest extent permitted by applicable law, each party hereby waives any provision of law that would render any provision hereof prohibited or unenforceable in any respect. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. The parties agree to attempt to substitute for any such illegal, invalid or unenforceable provision a legal, valid, and enforceable provision, as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and reasonably acceptable to the parties.

Modification

This Agreement may not be modified except by a writing executed by ALL parties.

Agreement Cont

Contract Interpretation

This Agreement shall be deemed as having been jointly drafted by the parties and shall not be construed in favor or against either of the parties, but will be given its plain meaning.

Headings

The title headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2152086759
| https://1seo.com

Thank You

1SEO.com Digital Agency welcomes any thoughts or feedback you may have with regards to the details contained within this Agreement. We are looking forward to a long and successful relationship with you and your company.

QUESTIONS?

Click To Stay Connected With

1SEO.com Digital Agency

Agreement and Signatures

Company Name:

Credit Card Type:

First Three CC Numbers:

Following CC Numbers:

Security Code:

Expiration Date:

Billing Name:

Billing Address:

City, State and Zip:

- [ ] I authorize 1SEO.com Digital Agency to use the credit card listed above to make monthly payments to Google for AdWords / Pay Per Click advertising on my behalf.
- [ ] I understand that I do not own the rights to my PPC campaign if I choose to cancel in less than 12 months.
- [ ] I understand that in order to fully cancel, I must submit a notice of cancellation in the form of a "certified letter" that includes my intent to cancel. All cancellations are effective 30 days after receipt of written notice, and 1SEO cannot accept verbal or email communication as a form of cancellation.
- [ ] **I understand that my contract with 1SEO is month-to-month, and that, in the event of a cancellation, I will be charged for a full or partial month if I cancel with less than a 30-day notice.**
- [ ] **Additional Cost Savings to you: I will receive a 20% discount if I pay for the 1SEO services in advance for 1 year, 10% discount savings for signing up for 6 months in advance**

Signature: _____ **Date:**

Schedule 3.13(b)
Oral Contracts

1. None.

Schedule 3.13(c)
Contract Deficiencies

1. None.

Schedule 3.14(a)
Insurance

Insurer	Policyholder	Cover Insured	Policy Number	Period of Coverage	Retroactive	Loss Sharing Arrangements
CHUBB	1SEO.COM	BOP	D52777549	07/28/2022-07/28/2023	NA	1,000 DEDUCT
CHUBB	1SEO.COM	EPLI	82518275	07/28/2022-07/28/2023	NA	15,000 RETENTION
CHUBB	1SEO.COM	WORK COMP	(23) 7176-91-21	07/28/2022-07/28/2023	NA	NA
CHUBB	1SEO.COM	UMBRELLA	D95542323	07/28/2022-07/28/2023	NA	NA
PROGRESSIVE	1SEO.COM	COMM AUTO	D52777549	11/30/2022-05/30/2023	NA	1,000 DEDUCT
CHUBB	1SEO.COM	CYBER	D52777550	07/28/2022-07/28/2023	NA	10,000 RETENTION

Schedule 3.14(b)
Claims

CHUBB

BUSINESS LOSS RUN

Agency Name: STREET ROAD INSURANCE & TAGS
Insured Name: 1SEO.COM

Current As of Date: 01/23/2023
Number of Loss Years Requested: 5

Loss Run Summary:

Policy #	Policy Term	Policy Type	No of Claims/Occurrences	Loss & Expense Reserves	Losses Paid	Expenses Paid	Losses & Expenses Paid	Recovery	Total Incurred
64206886	07/28/2020 - 07/28/2021	UMBRELLA	0	$0	$0	$0	$0	$0	$0
64206886	07/28/2021 - 07/28/2022	UMBRELLA	0	$0	$0	$0	$0	$0	$0
64206886	07/28/2022 - 07/28/2023	UMBRELLA	0	$0	$0	$0	$0	$0	$0
71769121	07/28/2018 - 07/28/2019	WORK COMP	0	$0	$0	$0	$0	$0	$0
71769121	07/28/2019 - 07/28/2020	WORK COMP	0	$0	$0	$0	$0	$0	$0
71769121	07/28/2020 - 07/28/2021	WORK COMP	0	$0	$0	$0	$0	$0	$0
71769121	07/28/2021 - 07/28/2022	WORK COMP	0	$0	$0	$0	$0	$0	$0
71769121	07/28/2022 - 07/28/2023	WORK COMP	0	$0	$0	$0	$0	$0	$0
82518275	07/28/2018 - 07/28/2019	EPL FFP3	1	$0	$0	$28,110	$28,110	$0	$28,110
82518275	07/28/2019 - 07/28/2020	EPL FFP3	0	$0	$0	$0	$0	$0	$0
82518275	07/28/2020 - 07/28/2021	EPL FFP3	0	$0	$0	$0	$0	$0	$0
82518275	07/28/2021 - 07/28/2022	EPL FFP3	0	$0	$0	$0	$0	$0	$0
82518275	07/28/2022 - 07/28/2023	EPL FFP3	0	$0	$0	$0	$0	$0	$0
D52777549	07/28/2018 - 07/28/2019	MOD BOP	0	$0	$0	$0	$0	$0	$0
D52777549	07/28/2019 - 07/28/2020	MOD BOP	0	$0	$0	$0	$0	$0	$0
D52777549	07/28/2020 - 07/28/2021	MOD BOP	1	$0	$0	$0	$0	$0	$0
D52777549	07/28/2021 - 07/28/2022	MOD BOP	0	$0	$0	$0	$0	$0	$0
D52777549	07/28/2022 - 07/28/2023	MOD BOP	0	$0	$0	$0	$0	$0	$0
D52777550	07/28/2018 - 07/28/2019	CYBL DIGIT	0	$0	$0	$0	$0	$0	$0
D52777550	07/28/2019 - 07/28/2020	CYBL DIGIT	0	$0	$0	$0	$0	$0	$0
D52777550	07/28/2020 - 07/28/2021	CYBL DIGIT	1	$0	$2,824	$32	$2,856	$0	$2,856
D52777550	07/28/2021 - 07/28/2022	CYBL DIGIT	0	$0	$0	$0	$0	$0	$0
D52777550	07/28/2022 - 07/28/2023	CYBL DIGIT	0	$0	$0	$0	$0	$0	$0
		Totals:	3	$0	$2,824	$28,142	$30,966	$0	$30,966

CHUBB

BUSINESS LOSS RUN

Agency Name: STREET ROAD INSURANCE & TAGS
Insured Name: 1SEO.COM

Current As of Date: 01/23/2023
Number of Loss Years Requested: 5

Loss Run Detail:

Policy # / Claim Reference # / Claim/Occurrence # / Claimant #	Policy Term / Policy Type	Claim Status / Claim Type	Loss Date / Loss Location	Reported Date / Close Date	Loss Reserve / Expense Reserve	Losses Paid / Expenses Paid / Recovery	Losses and Expenses Paid / Deductible Amount / Total Incurred
82518275							
KY19K2446004							
	07/28/2018 - 07/28/2019	Closed	06/19/2019	06/27/2019	$0	$0	$28,110
001	EPL FFP3		PA	10/08/2020	$0	$28,110	$0
						$0	$28,110
Claimant Name:	Richard McIlvaine						
Loss Description:	Complaint for counts of Title VII violations, Reverse Race Discrimination, and Pennsylvania Human Relations Act.						
Writing Company:							
D52777549							
KY20K3031765							
	07/28/2020 - 07/28/2021	Closed	12/09/2020	12/15/2020	$0	$0	$0
001	MOD BOP		PA	04/20/2021	$0	$0	$0
						$0	$0
Claimant Name:	Villainarts, Inc.						
Loss Description:	Insured was served lawsuit papers. Claimant is stating contract has not been fulfilled.						
Writing Company:							
D52777550							
KY21K202377X							
	07/28/2020 - 07/28/2021	Closed	01/08/2021	01/11/2021	$0	$2,824	$2,856
001	CYBL DIGIT		PA	10/14/2021	$0	$32	$0
						$0	$2,856
Claimant Name:	01/08/2020 Cyber Incident						
Loss Description:	reported that they had been contracted by a third party to provide web material for a conference, The third party later terminated the contract with the insured. The third party has since claimed the insured is not fulfilling the contract despite it being terminated.						
Writing Company:							

Schedule 3.15(a)
General Litigation and Professional Liability

1. 1SEO COM Inc v. Nicholas Quirk (Bucks County Common Pleas #2018-06290). Settled March 23, 2020.

2. 1SEO.com, Inc. v. SEO Locale et al. (U.S. District Court, Eastern District of Pennsylvania, No. 19-cv-1472-GEKP). Settled March 2020.

3. 1SEO.com, Inc. v My Phillie Wireless (Philadelphia County C.C.P., June Term 2022, No. 882). Ongoing.

4. My Phillie Wireless v. 1SEO (Philadelphia County C.C.P., October Term 2022, No. 2151). Ongoing.

5. Villainarts, Inc. et al. v. 1SEO.com, Inc. et al. (Philadelphia County C.C.P., November Term 2020, No. 01238). Settled September 27, 2021.

Schedule 3.16(a)
Employees

Employee Name	Job Title	Date of Hire	Employment Status	Location	Accrued Vacation/Sick Time (PTO)	Full Time/Part Time	Hourly/Salary	Exempt or Non Exempt	2022 Remuneration	2023 Base Salary and Target Bonus
Allison Alexandroff/Kandel	Web Developer	11/2/2015	Active	Bristol	200 hours	Full Time	Salary	Non Exempt	$64,231.00	$65,000.00
Michael Antinore	Executive Director		Active			Full Time	Salary			
Damian Arizini	SEO Strategist	11/1/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$43,777.00	$50,000.00
Emily Baatz - Bachmann		2/17/2014	Active	Bristol	N/A	Full Time	Salary	Exempt	$176,800.00	$176,800.00
Catrina Bachmann	CEO	9/3/2012	Active	Bristol	N/A	Full Time	Salary	Exempt	$176,811.00	$158,638.00 plus bonuses
Jolin Bachmann	CFO	4/19/2009	Active	Bristol	N/A	Full Time	Salary	Exempt	$222,250.00	$187,250.00 plus bonuses
Lance Bachmann	Founder	9/13/2010	Active	Bristol	N/A	Full Time	Salary	Exempt	$135,496.00	$117,000.00
Michael Bachurski	UX Specialist	11/7/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$7,692.00	$50,000.00
Avans Beaubrun	PPC Specialist	9/27/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$46,346.00	$60,000.00
Clinton Bell	SEO Specialist	9/8/2020	Active	Bristol	160 hours	Full Time	Salary	Non Exempt	$44,593.00	$47,000.00
Bobby Ben-Gal	Creative Director		Active							
William Bergey, Jr.	COO	7/15/2013	Active	Bristol	200 hours	Full Time	Salary	Exempt	$93,539.00	$95,000.00
David Biddle	Videographer		Active							

Joshua Bradt	Web Developer	9/21/2020	Active	Remote	160 hours	Full Time	Salary	Non Exempt	$40,662.00	$42,000.00
Thomas Butler, Jr.	Head of Talent & Culture	3/19/2018	Active	Bristol	200 hours	Full Time	Salary	Exempt	$113,824.00	$75,000.00 plus commission
Paul Carbone, Jr.	Digital Marketing Sales Representative	6/14/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$69,832.00	$75,000.00
Stephen Carrozzino	In-House Email Marketing Specialist	7/1/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$27,538.00	$40,000.00
Francesca Caulder	Paid Social Media Specialist	1/31/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$39,288.00	$45,000.00
Denise Christiansen	CRM	4/18/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$52,619.00	$78,000.00 plus bonuses
Vanessa Collado	Web Developer	4/20/2020	Active	Bristol	160 hours	Full Time	Salary	Non Exempt	$58,446.00	$60,000.00
Kurtcia Collazo	Jr. CRM	4/18/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$33,490.00	$55,000.00
Finn Conte	Content Writer	11/8/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$40,840.00	$45,000.00
Stephanie Cosma	CRM	11/21/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$4,231.00	$55,000.00
Gavin D'Amico	Intern	7/5/2022	Active	Bristol	N/A	Varies	Hourly	Non Exempt	$7,301.00	
John De Lancey, III	Content Editor	10/26/2020	Active	Bristol	160 hours	Full Time	Salary	Non Exempt	$42,754.00	$47,500.00

Michael DeMarco	Graphic Designer	1/29/2018	Active	Bristol	200 hours	Full Time	Salary	Non Exempt	$53,000.00	$55,000.00
Christopher Dennis	Director of Web Development	1/4/2021	No longer with the Company as of Closing	Bristol	120 hours	Full Time	Salary	Non Exempt	$73,131.00	$75,000.00
Nicole Diviny	Jr. Paid Social Media Specialist	11/22/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$35,000.00	$35,000.00
Michael Doane	jr. CRM	3/14/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$42,141.00	$45,000.00
Kathy Donohue	Director of Onboarding	3/8/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$68,862.00	$75,000.00 plus bonuses
David Drew	Jr. Digital Marketing Specialist	10/24/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$9,308.00	$55,000.00
Joshua Dziewa	Digital Marketing Sales Representative	6/14/2021	Active	Bristol	120 hours	Full Time	Salary	Exempt	$166,281.00	$40,000.00 plus commission
Brian Emery	Executive Director	1/3/2023	Active	Bristol	Accrue monthly 1st year 13.4 hours	Full Time	Salary	Non Exempt	N/A	$80,000.00
Elliot Fisher	QA Developer		Active							
Lexie Flynn	Video Intern	1/31/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$37,205.00	$45,000.00

Daniel Fox	Web Developer	10/28/2019	Active	Bristol	160 hours	Full Time	Salary	Non Exempt	$62,227.00	$70,000.00
Joshua Gefter	SDR - Sales Development Representative	6/20/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$18,173.00	$35,000.00
Austin Gonella	Client Relations Manager	7/12/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$57,502.00	$56,000.00
Robert Grau	Digital Marketing Specialist	4/11/2022	Active	Bristol	120 hours	Full Time	Salary	Exempt	$43,846.00	$50,000.00 plus commission
Ryan Halfpenny	CRM	7/18/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$25,221.00	$55,000.00
Lawren Harris	Paid Search Specialist	1/3/2023	Active	Bristol	Accrue monthly 1st year 13.4 hours	Full Time	Salary	Non Exempt	N/A	$60,000.00
Kayla Johnson	Paid Advertising Social Media Specialist	2/21/2022	No longer with the Company as of Closing	Bristol	120 hours	Full Time	Salary	Non Exempt	$37,904.00	$45,000.00
Shelli Jordan	In-House Events & Tradeshow Coordinator	2/14/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$63,462.00	$75,000.00
Leah Kahwadjian	Web Developer	6/29/2020	Active	Bristol	160 hours	Full Time	Salary	Non Exempt	$62,765.00	$65,000.00

Matthew Keller	Digital Marketing Specialist	1/3/2023	Active	Bristol	Accrue monthly 1st year 13.4 hours	Full Time	Salary	Non Exempt	N/A	$42,500.00
Christopher Kirk	Paid Search Specialist	8/16/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$74,791.00	$75,000.00 plus bonuses
Matthew Krimmel	Content Writer	11/21/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$4,808.00	$50,000.00
Catharine Lautenbacher	Paid Social Media Specialist	8/15/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$17,539.00	$48,000.00
Meghan Lavery	Client Relations Manager	9/13/2021	Active	Bristol	120 hours	Full Time	Salary	Exempt	$90,371.00	$75,000.00 plus bonuses
Amelia Lord	CRM	10/3/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$11,423.00	$55,000.00
Daniel Matthews	Content Writer	5/1/2020	Active	Bristol	160 hours	Full Time	Salary	Non Exempt	$43,077.00	$45,000.00
Sam Maugans		10/29/2018	No longer with the Company as of Closing	Remote	200 hours	Full Time	Salary	Non Exempt	$59,324.00	$67,480.00
Colin McAndrew	Sr. PPC Specialist	2/17/2020	Active	Bristol	160 hours	Full Time	Salary	Non Exempt	$59,846.00	$60,000.00
Brian McDevitt	Content Editor	9/9/2019	Active	Bristol	160 hours	Full Time	Salary	Non Exempt	$46,746.00	$50,000.00
Amanda McDonald	Client Relations Manager	1/4/2021	Active	Bristol	120 hours	Full Time	Salary	N Non Exempt on	$73,535.00	$55,000.00 plus bonuses
Joshua McNichol	Web Developer	4/18/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$37,654.00	$55,000.00
Mary Moyer	CRM	9/21/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$69,202.00	$74,500.00

Bernard Ollila, IV	VP of Special Operations	9/29/2015	Active	Bristol	200 hours	Full Time	Salary	Exempt	$201,550.00	$60,000.00 plus commission
Melanie Pang	Paid Social Media Specialist	1/4/2021	Active	Bristol	160 hours	Full Time	Salary	Non Exempt	$49,615.00	$60,000.00
Cecile Parages/Trusa	Web Developer	4/24/2020	Active	Bristol	160 hours	Full Time	Salary	Non Exempt	$59,750.00	$65,000.00
Patrick Parker	Web Developer	7/11/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$27,692.00	$60,000.00
Akhil Paul	Sr. Digital Marketing Strategist	10/10/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$13,750.00	$65,000.00
Jeremy Pedro	Content Intern	3/14/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$26,126.00	$35,000.00
Christine Pepper	Client Relations Manager	10/10/2016	Active	Bristol	200 hours	Full Time	Salary	Non Exempt	$54,087.00	$55,000.00 plus bonuses
Ashley Perez	Operations Administrator	9/27/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$46,177.00	$50,000.00
Daniel Petruccio	Junior CRM	2/14/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$40,701.00	$45,000.00
Kejsi Prifti	Content Editor	9/16/2019	Active	Remote	160 hours	Full Time	Salary	Non Exempt	$52,905.00	$65,000.00
Jennifer Prue	Office Manager	8/1/2016	Active	Bristol	200 hours	Full Time	Salary	Non Exempt	$67,923.00	$70,000.00
Brittany Rawcliffe	Creative Director	3/13/2017	Active	Bristol	200 hours	Full Time	Salary	Non Exempt	$72,923.00	$72,500.00
Madison Rodak	Content Writer	9/7/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$35,471.00	$36,750.00

William Rossell	Chief Sales Officer	4/28/2015	Active	Bristol	N/A	Full Time	Salary	Exempt	$210,723.00	$148,723.00 plus bonuses
Heather Sadorf	VP of Staff Development	5/26/2014	Active	Bristol	200 hours	Full Time	Salary	Exempt	$84,772.00	$86,000.00
Frank Santaguida	Web Developer	12/5/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$3,462.00	$60,000.00
Alberto Santiago	Videographer	2/3/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$64,431.00	$65,000.00
Marcela Sarceno	Jr. PPC Specialist	3/7/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$34,208.00	$50,000.00
Nicholas Scheld	Digital Marketing Representative	4/20/2020	Active	Bristol	160 hours	Full Time	Salary	Exempt	$100,790.00	$57,500.00 plus comission
Samira Scott Cameron	Paid Social Media Specialist	1/18/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$69,115.00	$75,000.00
Nicole Seifert	Client Account Executive	7/12/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$67,755.00	$55,000.00 plus bonuses
Abu Shaab	PPC Specialist	8/29/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$22,885.00	$70,000.00
Christopher Shirlow	Director of Content	2/19/2018	Active	Bristol	200 hours	Full Time	Salary	Non Exempt	$74,150.00	$75,000.00
Ian Silver	SEO Specialist	9/30/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$8,462.00	$55,000.00
Jill Speight	Senior Digital Marketing Specialist	6/17/2019	Active	Bristol	160 hours	Full Time	Salary	Exempt	$248,350.00	$59,000.00

Steve Szydlik	Executive Director	12/12/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$3,269.00	$85,000.00
Ashley Taylor	Client Relationship Manager	12/12/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$2,308.00	$60,000.00
Micheila Thiele	Content Writer	6/28/2021	Active	Remote	120 hours	Full Time	Salary	Non Exempt	$41,923.00	$45,000.00
Samantha Thompson	Talent Acquisition Sourcer	11/21/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$5,000.00	$52,000.00
William Tozzi, III	CRM	11/14/2022	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$7,500.00	$65,000.00
Angelina Twaddell	Content Writer		Active							
Alfaz Vahora	Digital Marketing Specialist	1/3/2023	Active	Bristol	Accrue monthly 1st year 13.4 hours	Full Time	Salary	Non Exempt	N/A	$45,000.00
Jack Vander Laan	Content Writer	9/7/2021	Active	Bristol	120 hours	Full Time	Salary	Non Exempt	$40,538.00	$42,000.00
Keenan Westcott	Director of Social Media	7/16/2018	Active	Bristol	200 hours	Full Time	Salary	Non Exempt	$69,769.00	$75,000.00
Samantha Weston	Data Analyst		Active							
Tyler Willis	SEO Strategist	6/13/2022	No longer with the Company as of Closing	Bristol	120 hours	Full Time	Salary	Non Exempt	$24,231.00	$45,000.00

Schedule 3.16(b)
Independent Contractors

1.

Independent Contractor Name	Start Date	Individual v. Corporate Status	Type of Services Provided	Anticipated Completion Date	Approximate Pay Rate
Nexstar, Inc.	1/5/2018	Corporate	Marketing	N/A – Agreement renews on a yearly basis and may be terminated by either party with 30-days' written notice.	10% for SEO and 5% for PPC, Social Media, Email Marketing, Web Development, and Videography of the gross revenues generated by the Company from all sales of the Company's products or services to any and all Nexstar members.

Schedule 3.16(c)(i)
At Will and Severance

1. None.

Schedule 3.16(c)(ii)
Key Employee Termination

1. Jolin Bachmann will not continue as CFO of the Company after the Closing but will provide transition services pursuant to the Agreement.

Schedule 3.17(a)
Employee Benefit Plans

The following are the Benefit Plans the Company offers to its employees:

1. Health Insurance: Independence Blue Cross ("IBC").
    a. Executive Plan: IBC.
    b. Employee Plan: IBC.
2. Dental Insurance: United Healthcare Services, Inc. ("United Healthcare").
3. Vision Insurance: United Healthcare.
4. 401(k) Plan: 1SEO.com, Inc., 401(k) Plan.

Schedule 3.17(c)
Deferred Compensation Plans

1. None.

Schedule 3.18
Debt

1. The EIDL Loan.

Schedule 3.19
Environmental, Health and Safety Matters

1. None.

Schedule 3.20
Certain Business Relationships

(a) Shareholder owns 50% of Shock I.T., LLC f/k/a 1 SEO Technologies, Inc.

(b) None.

(c) None.

(d) None.

(e) None.

Schedule 3.21
Customers and Suppliers

(a)

Top Customers

2021 Top 10 Customers	
Customer	Amount
CCGNJ Council on Compulsive	193,157.00
Colonial Marble & Granite	292,080.00
Arlinghaus Plumbing Heating & Air	142,605.80
Magnolia Plumbing, Inc.	129,886.00
1SEO Technologies (Shock I.T.)	17,450.00
Limric Plumbing, Heating & Air	74,288.00
Union Roofing	73,164.00
Preferred Kitchen & Bath	73,109.40
Hamilton Dental Associates	72,600.00
AKPR Whipple Plumbing	68,800.00

2022 Top 10 Customers	
Customer	Amount
CCGNJ Council on Compulsive	236,400.00
Colonial Marble & Granite	296,884.00
Odyssey Behavioral Healthcare	177,573.80
Wesley Enhanced Living	162,098.00
Peaden Air Conditioning, Plumbing and Electrical	158,400.00
Keefe's AC, Heating & Electrical	145,651.20
Arlinghaus Plumbing Heating & Air	120,181.15
IBC Global Inc	88,200.00
AP Plumbing	84,000.00
Flexible Circuits	78,510.00

2023 Top 10 Customers	
Customer	Amount
Colonial Marble & Granite	55,948.00
Handyside, Inc.	42,240.00
Kel Tren WaterCare	28,800.00
All About Garage Doors/SkyLift Garage Doors	28,600.00
Abtech Inc	21,600.00

1st Home & commercial	17,050.00
Scubadelphia	15,050.00
Odyssey Behavioral Healthcare	15,000.00
Wehrung's	14,400.00
Radiant Plumbing & Air Conditioning	13,000.00

Top Vendors

2022-2023 Top 10 Vendors	
Vendor	Amount
Agency Referral Fees	$522,398.86
Credit Card Fees	$366,611.13
Google AdWords	$322,199.86
Conferences	$227,697.24
Rent Expense	$186,289.91
Employee Benefits	$184,695.90
Flights	$176,399.19
Call Rail	$148,882.86
Subcontracted Services	$107,752.40
Podium	$103,340.37

Top Referral Partners

2022 Top Referral Partners	
Referral Partner	Amount
Sosa Rossell	$48,293.00
CEO Warrior LLC	$39,410.00
Jacqueline Calkins	$21,619.11
Blue Water Media, LLC	$21,025.00
Thomas J. Hartnett	$12,487.50
E Squared Breakthroughs LLC	$10,980.00
Staci Morris-Bonner	$6,960.00

Shared Customers with Shock I.T., LLC

EROS Wholesale	$8,267.34
Village Catering	$9,549.77
Anjer Inc	$4,121.68
Center City Emergency Dentist (CCED)	$45,456.51
Joseph Bograd Real Estate	$0.00
Five Star Remodeling Inc.	$1,260.05

Gallagher Tire Inc. (Tires 4 That)	$2,369.10
CCGNJ Council on Compulsive Gambling NJ 800Gambler	$36,169.18
Diversified Rack & Shelving Inc	$48,011.14
Five Star Painting	$0.00
Elmwood Park Zoo	$85,464.07
W.F. Smith Heating & Air Conditioning	$7,562.41
DMC Snow Removal	$0.00
Munz Construction	$11,981.62
Total	$260,212.87

(b) None.

(c) None.

Schedule 3.22
Restrictions on Business Activities

1. None.

Section 3.23
Warranties

1. None.

EXHIBIT A

Subscription Agreement

[See attached.]

SUBSCRIPTION AGREEMENT

February 17, 2023

VIA EMAIL TO: john.shoaf@skyharbor.co

To 1SEO Holdings, LLC:

The undersigned understands that 1SEO Holdings, LLC, a limited liability company organized under the laws of the State of Delaware (together with any successor, the "Company"), shall issue and transfer units of the Company's membership interests, designated as Series A Preferred Units (the "Series A Preferred Units"), at a purchase price of $1.00 per Series A Preferred Unit. Such transfer of Series A Preferred Units is being made for purposes of funding the Acquisitions (as defined below).

The undersigned agrees with the Company as follows:

1. On the terms and subject to the conditions set forth in this Subscription Agreement (this "Agreement"), the undersigned hereby agrees to contribute a certain portion of the assets of 1SEO.com Inc., a Pennsylvania corporation ("1SEO"), in exchange for such Series A Preferred Units listed on the signature page hereto (using a reference value of $1.00 per Series A Preferred Unit) for the aggregate contribution amount listed on the signature page hereto (the "Contributed Capital"). The closing of the undersigned's receipt of the Series A Preferred Units shall occur on or around February 17, 2023 (the "Closing Date"), with the amount of the undersigned's Contributed Capital to be funded by a contribution of a certain portion of the assets of 1SEO as set forth in that certain Asset Purchase Agreement (the "Purchase Agreement") by and among the undersigned, 1SEO Digital Agency, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("1SEO Digital Agency"), and the other parties thereto.

2. The undersigned understands that it is the intention of the Company to complete an acquisition, directly or indirectly, of substantially all of the assets of 1SEO (the "Acquisition"). The undersigned understands that, in connection with the Acquisition, the Company intends to (i) raise equity financing from investors and (ii) raise debt financing from Live Oak Bank (collectively, the "Financing").

3. In connection with the undersigned's receipt of the Series A Preferred Units, the undersigned acknowledges that it has reviewed the following information concerning the Company:

   a. the Certificate of Formation of the Company, a copy of which has been furnished to the undersigned; and

   b. the Amended and Restated Limited Liability Company Agreement of the Company to be effective as of the Closing Date attached as Exhibit A (the "LLC Agreement").

In addition, (i) the undersigned had an opportunity to acquire additional information concerning the Company and its affairs from John Shoaf, the Managing Partner of the Company, and (ii) due to the undersigned's ownership of and relationship to 1SEO and its assets, it is familiar with and has developed an understanding of the business and the financial condition, risks, properties, operations and prospects of 1SEO's business.

4. As consideration for the issuance of the Series A Preferred Units, at the Closing Date the undersigned will (i) assign certain assets of 1SEO to the Company pursuant to the Purchase Agreement, (ii) provide the Company with an executed signature page to the LLC Agreement and (iii) complete and sign the accredited investor questionnaire. The undersigned understands and acknowledges that this Agreement may be terminated by the Company in its sole discretion if the undersigned does not perform its obligations under this Section 4.

5. The Company acknowledges and agrees that, contemporaneous with, or promptly following, the Closing Date, ownership interests in the undersigned have been or shall be transferred such that Catrina Bachmann, Jolin Bachmann and Bill Rossell each own approximately 12.5% of the equity interests in the undersigned.

6. The undersigned represents to the Company:

   a. It is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company and the Acquisition, and, by virtue of its ownership of 1SEO, it is aware of the financial condition of the assets of 1SEO and the business environment in which 1SEO operates, and it is able to reach an informed and knowledgeable decision to acquire the Series A Preferred Units. The undersigned understands that the Series A Preferred Units being purchased by it represent a speculative investment. The undersigned is purchasing the Series A Preferred Units for its own account for investment purposes only and not with a view to, or for the resale in connection with, any distribution thereof for the purposes of the Securities Act of 1933, as amended (the "Securities Act").

7. The undersigned further understands and acknowledges the following:

   a. That the Series A Preferred Units have not been registered under the Securities Act by reason of a specific exemption therefrom which exemption may depend upon, among other things, the bona fide nature of its investment intent as expressed herein.

   b. That the Series A Preferred Units are "restricted securities" under applicable federal and state securities laws and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The undersigned further acknowledges and understands that the Company is under no obligation to register the Series A Preferred Units. In addition, the undersigned understands that any certificate evidencing the Series A Preferred Units will be imprinted with a legend which prohibits the transfer of the

Series A Preferred Units unless they are registered or such registration is not required in the opinion of counsel for the Company.

c. That Rule 144, promulgated under the Securities Act, permits limited public resale of securities acquired in a non-public offering subject to the satisfaction of certain conditions.

d. That if the Company is not in compliance with the current public information requirement of Rule 144 at the time the undersigned wishes to sell the Series A Preferred Units, the undersigned would be precluded from selling the Series A Preferred Units under Rule 144 even if the minimum holding period had been satisfied.

e. That no public market now exists for the Series A Preferred Units, and that the Company has made no assurances that a public market will ever exist for the Series A Preferred Units.

f. That: (i) if the undersigned is an individual, the undersigned resides in the state identified in the address for notice set forth on the signature page hereto; and (ii) if the undersigned is a partnership, corporation, limited liability company or other entity, the office or offices of the undersigned that constitute its principal place of business is identified in the address for notice set forth on the signature page hereto.

8. The Company represents to the undersigned that the following is true:

a. The Company has been duly formed, is validly existing, and in good standing, with all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

b. The execution and delivery of this Agreement has been authorized by all necessary action on behalf of the Company, and this Agreement constitutes a valid and binding obligation of the Company, and is enforceable against the Company in accordance with its terms.

c. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, or result in any violation of or default under, any provision of the LLC Agreement or other governing instrument applicable to the Company or under any material agreement or other instrument to which the Company is a party or by which the Company, or any of its property, is bound, or any permit, franchise, judgment, decree, statute, order, writ, rule or regulation applicable to the Company or its business or property.

d. The Series A Preferred Units, when issued, sold and delivered in accordance with the terms of this Agreement and the Purchase Agreement to the undersigned will be duly and validly issued and will be free of restrictions on transfer, other than

restrictions on transfer under this Agreement, the LLC Agreement and applicable provisions of federal or state securities laws.

e. Except for the rights set forth in Section 2 of this Agreement and the other subscription agreements executed on or about the date hereof by and between the Company and each of the Investors (as defined in the LLC Agreement) and taking into account any and all investments made previously or deemed to be made that are set forth on Schedule A of the LLC Agreement, as of the date of this Agreement, there are no outstanding equity interests in the Company, nor any options, warrants or other securities convertible into or exercisable or exchangeable for any such equity interests.

f. The Company's ownership listed on Schedule A to the LLC Agreement shall be true and correct in all respects as of the effective date of the LLC Agreement.

9. The certificates, if any, evidencing the Series A Preferred Units shall bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

10. All representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement and the sale and issuance of the Series A Preferred Units.

11. The undersigned agrees that it will keep confidential and will not disclose, divulge or misuse any confidential, proprietary or secret information which it may obtain from the Company pursuant to financial statements, reports and other materials provided to it by the Company ("Confidential Information"), unless such Confidential Information is known, or until such Confidential Information becomes known, to the public (other than as a result of its breach of this Section 11); provided, however, that it may disclose Confidential Information (a) to its attorneys, accountants, consultants, and other professionals to the extent necessary to enforce this Agreement or obtain their services in connection with monitoring its investment in the Company or (b) as may be required by law. It being understood and agreed that nothing set forth in this Agreement shall prevent the undersigned from making investments in entities which conduct businesses that are the same or similar to the business conducted by the Company, provided that there is no violation of this Section 11. This Agreement and the LLC Agreement, together with their respective exhibits, represent the entire agreement and understanding between the undersigned and the Company concerning the purchase of the Series A Preferred Units and supersedes and replaces any and all prior agreements and understandings.

12. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Delaware.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

14. All notices and other communications hereunder shall be in writing and shall be deemed to be delivered if delivered in person, by fax, by mail or through electronic transmission (including e-mail), in each case, to the mailing address, fax number or e-mail address of the recipient set forth on the signature page to this Agreement, or to such other mailing address, fax number or e-mail address as such recipient shall provide to the Company or to the Members (as defined in the LLC Agreement), as applicable.

[*Signature Page Follows*]

Executed as of the date set forth above.

Number of Series A Preferred Units subscribed for: 1,400,000

Total contribution amount valued @ $1.00 per Series A Preferred Unit: 1,400,000

1SEO.COM INC.

DocuSigned by:
By: LANCE BACHMANN
852F2785AF60436...
Name: Lance Bachmann
Title: President

EIN: 27-2120863

Address for notice:

Mailing Address: 228 kasi circle

warminster pa 18974

Fax: 0080809809808

E-Mail: lbachmann@1seo.com

The foregoing Subscription Agreement is hereby confirmed and accepted as of the date first above written.

1SEO HOLDINGS, LLC:

By: DocuSigned by: John Shoaf 2F417E1D7A7C479...
Name: John Shoaf
Title: Authorized Signatory

Address for notice:
1SEO Holdings, LLC
92 SW 3rd St, Ste 2003, Miami, FL 33130
Attention: John Shoaf
E-mail: john.shoaf@skyharbor.co

EXHIBIT A

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

1SEO Holdings, LLC

Amended and Restated Limited Liability Company Agreement

Dated as of February 17, 2023

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

1SEO HOLDINGS, LLC

a Delaware limited liability company

This Amended and Restated Limited Liability Company Agreement (this "Agreement"), is entered into as of February [__], 2023, by and among 1SEO Holdings, LLC (the "LLC"), and the Persons identified as the Members on Schedule A attached hereto (such Persons and their respective successors being hereinafter referred to each, individually, as a "Member" and, collectively, as the "Members").

WHEREAS, pursuant to the terms of those certain Subscription Agreements (the "Subscription Agreements") effective as of the date hereof, by and among the LLC and certain Members (each, an "Investor" and collectively, the "Investors"), the Investors are acquiring Series A Preferred Units such that 7,000,000 Series A Preferred Units will be issued and outstanding as of the date hereof;

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among 1SEO Digital Agency, LLC, a Delaware limited liability company and wholly owned subsidiary of the LLC ("1SEO Digital Agency"), 1SEO.com Inc., a Pennsylvania corporation (the "Company") and the shareholders of the Company, the LLC is purchasing substantially all of the assets of the Company (the "Acquisition");

WHEREAS, the original sole member of the LLC entered into a Limited Liability Company Agreement dated as of January 31, 2023, as amended (the "Original LLC Agreement"); and

WHEREAS, pursuant to and in connection with the Acquisition, the Members desire to amend and restate the Original LLC Agreement to create new classes of Units (as defined herein) and to confirm other provisions regarding the governance of the LLC, the conduct of the business and affairs of the LLC, and the relative rights and obligations of the Members.

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

ARTICLE 1
DEFINITIONS AND ORGANIZATION AND POWERS

1.01 Definitions. Terms not otherwise defined herein shall have the following meanings:

(a) "Adjusted Capital Account" means, with respect to any Member, the balance in such Member's Capital Account as of the end of the relevant Taxable Year after giving

effect to the following adjustments: (i) credit to such Capital Account any amounts that (A) such Member is obligated to contribute to the LLC upon liquidation of such Member's interest in the LLC and (B) such Member is obligated to restore or deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(l) and 1.704-2(i)(5); and (ii) debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1 (b)(2)(ii)(d)(4), (5) and (6). This definition of Adjusted Capital Account is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and will be interpreted consistently therewith.

(b) An "Affiliate" of any Person means (i) a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first mentioned Person and (ii) a liquidating trust formed by such Person or by a group including such Person. An Affiliate of a collective investment vehicle shall also include (x) any other collective investment vehicle that is managed or advised by the same Person or by an Affiliate of said Person and any members or partners of such investment vehicle and (y) any limited partner, member, stockholder or other equity holder of such collective investment vehicle. A Person shall be deemed to control another Person if such first Person possesses directly or indirectly the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, by contract or otherwise.

(c) "Award Agreement" means any Incentive Unit Grant Agreement under the Equity Incentive Plan.

(d) "Capital Contribution" means, with respect to any Member, the total amount of cash and the initial Gross Asset Value of property (other than cash) contributed to the capital of the LLC made by or on behalf of a Member, whether as an initial capital contribution or as an additional capital contribution.

(e) "Catch-Up Amount" means the quotient of (i) the total amount distributed to Members holding Series A Preferred Units pursuant to Section 8.01(a)(i) of this Agreement, divided by (ii) the number of Series A Preferred Units.

(f) "Class P Units" means the Class P Units of the LLC.

(g) "Common Units" means the Common Units of the LLC.

(h) "Depreciation" means, for each Taxable Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Taxable Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Taxable Year, Depreciation will be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Taxable Year bears to such beginning adjusted tax basis; *provided, however,* that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Taxable Year is zero, Depreciation will be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

(i) "Expenses" means all expenses, including attorneys' fees and disbursements, actually and reasonably incurred in defense of a proceeding or in seeking indemnification under Article 5, and except for proceedings by or in the right of the LLC or alleging that an Indemnified Party received an improper personal benefit, any judgments, awards, fines, penalties and reasonable amounts paid in settlement of a proceeding.

(j) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any asset contributed by a Member to the LLC will be the fair market value of such asset as determined by the Board at the time it is accepted by the LLC, unreduced by any liability secured by such asset, as determined by the Board;

(ii) the Gross Asset Values of all assets of the LLC may be adjusted to equal their respective fair market values, unreduced by any liabilities secured by such assets, as determined by the Board as of the following times, if the Board reasonably determines that such adjustment is necessary or appropriate to reflect the relative Unit ownership of the Members in the LLC: (A) the acquisition of additional Units by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the LLC to a Member of more than a de minimis amount of cash or property as consideration for Units; (C) the liquidation of the LLC within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); (D) the grant of a Unit in the LLC (other than a de minimis interest), including without limitation a grant of Units intended to be "profits interests" for U.S. federal income tax purposes, as consideration for the provision of services to or for the benefit of the LLC by an existing Member acting in a member capacity, or by a new Member acting in a Member capacity or in anticipation of becoming a Member of the LLC; and (E) at such other times as the Board shall reasonably determine necessary or advisable in order to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2;

(iii) the Gross Asset Value of any asset of the LLC distributed to any Member will be adjusted to equal the fair market value of such asset, unreduced by any liability secured by such asset, on the date of distribution as determined by the Board;

(iv) the Gross Asset Value of the LLC assets will be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and paragraph (vi) of the definition of "Net Profit" and "Net Loss"; and

(v) if the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (i), (ii) or (iv) of this definition, such Gross Asset Value will thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profit and Net Loss.

(k) "Indemnified Party" includes (i) a person serving as an Officer of the LLC or in a similar executive capacity appointed by the Board and exercising rights and duties delegated by the Board, (ii) a person serving at the request of the LLC as a director, manager, officer, employee or other agent of another organization, (iii) any person who formerly served in any of the foregoing capacities and (iv) the Directors and their Affiliates.

(l) "IRS" means the U.S. Internal Revenue Service.

(m) "LLC Minimum Gain" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d)(1) for the phrase "partnership minimum gain."

(n) "Majority Interest" means the Members holding a majority of the then outstanding Series A Preferred Units and Vested Common Units, voting together as a single class.

(o) "Member Minimum Gain" has the meaning of "partner nonrecourse debt minimum gain" set forth in Treasury Regulations Section 1.704-2(i)(2).

(p) "Member Nonrecourse Debt" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(4) for the phrase "partner nonrecourse debt."

(q) "Member Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(i) for the phrase "partner nonrecourse deductions."

(r) "Management Services Agreement" means that certain Management Services Agreement, dated as of the date hereof, between Skyharbor, LLC and 1SEO Digital Agency.

(s) "Net Profit" or "Net Loss" means, for any Taxable Year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(l) of the Code will be included in taxable income or loss), with the following adjustments:

(i) any income of the LLC that is exempt from U.S. federal income tax and not otherwise taken into account in computing Net Profit or Net Loss will be added to such taxable income or loss;

(ii) any expenditures of the LLC described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations and not otherwise taken into account in computing Net Profit or Net Loss will be subtracted from such taxable income or loss;

(iii) in the event the Gross Asset Value of any asset of the LLC is adjusted pursuant to paragraph (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment will be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profit or Net Loss;

(iv) gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for U.S. federal income tax purposes will be computed by reference to the Gross Asset Value of property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) in lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there will be taken into account Depreciation with respect to each asset of the LLC for such Taxable Year, computed in accordance with the definition of "Depreciation" above;

(vi) to the extent an adjustment to the adjusted tax basis of any asset of the LLC pursuant to Sections 734(b) or 743(b) of the Code is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's interest in the LLC, the amount of such adjustment will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and will be taken into account for purposes of computing Net Profit or Net Loss; and

(vii) notwithstanding any other provision of this definition of Net Profit and Net Loss, any items that are specially allocated pursuant to Section 8.05(b) and Section 8.05(b)(ii) hereof shall not be taken into account in computing Net Profit or Net Loss. The amounts of the items of the LLC's income, gain, loss or deduction available to be specially allocated pursuant to Section 8.05(b) and Section 8.05(b)(ii) hereof shall be determined by applying rules analogous to those set forth in this definition of Net Profit and Net Loss.

(t) "Nonrecourse Deductions" has the meaning as set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

(u) "Nonrecourse Liability" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

(v) "Ownership Percentage" means, with respect to any Member, the quotient of (i) the sum of the number such Member's (A) Series A Preferred Units, (B) Vested Common Units and (C) Vested Class P Units divided by (ii) the sum of all outstanding (A) Series A Preferred Units, (B) Vested Common Units and (C) Vested Class P Units.

(w) "Person" means an individual, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a limited liability company, a government and any agency or political subdivision thereof.

(x) "QPO" means the LLC's (or the Successor Corporation's) first underwritten public offering pursuant to an effective registration statement under the Securities Act, covering the offering and sale of Units or common stock in the Successor Corporation (i) at a price per Unit or share of common stock of not less than $4.00 (appropriately adjusted for splits, dividends, combinations, recapitalizations and the like of the Units or common stock), (ii) with respect to which the LLC or the Successor Corporation receives aggregate net proceeds attributable to sales

for the account of the LLC or the Successor Corporation (after deduction of underwriting discounts and commissions) of not less than $50,000,000, and (iii) with respect to which such Units or common stock are listed for trading on either the New York Stock Exchange or the NASDAQ National Market.

(y) "Sale Event" means (i) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from the Members Units representing more than fifty percent (50%) of the outstanding voting power of the LLC or a Subsidiary (a "Unit Sale"), (ii) any merger, consolidation or reorganization of the LLC or a Subsidiary into or with another entity (except one in which the holders of Units of the LLC immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the Units or other capital stock of the surviving entity), or (iii) any sale, license, lease or transfer of all or substantially all of the assets of the LLC or all of its Subsidiaries.

(z) "Series A Majority Interest" means the Members holding at least a majority of the then outstanding Series A Preferred Units.

(aa) "Series A Preferred Units" means the Series A Preferred Units of the LLC.

(bb) "Series A Preferred Unreturned Contributions" means, with respect to the Series A Preferred Units of a Member, as of the date of determination, the total Capital Contribution (as set forth in Schedule A) of such Member (and such Member's predecessors in interest) with respect to such Series A Preferred Units less aggregate distributions to such Member pursuant to Section 8.01(a)(ii) in respect of such Series A Preferred Units from the applicable date of issuance until the applicable date of determination.

(cc) "Series A Unpaid Preferred Return" means, with respect to the Series A Preferred Units of a Member for any period, an amount equal to 8% per annum (accruing daily and compounding annually) on the Series A Preferred Unreturned Contributions and any Series A Unpaid Preferred Return of each Member, less aggregate distributions to each such Member pursuant to Section 8.01(a)(i) in respect of such Series A Preferred Units from the applicable date of issuance until the applicable date of determination.

(dd) "Successor Corporation" means the corporation, if any, which succeeds the LLC in connection with a QPO pursuant to the application of Section 11.05.

(ee) "Transfer" means any direct or indirect transfer, donation, sale, assignment, pledge, hypothecation, grant of a security interest in or other disposal or attempted disposal of all or any portion of a security, any interest or rights in a security, or any rights under this Agreement. "Transferred" means the accomplishment of a Transfer, and "Transferee" means the recipient of a Transfer.

(ff) "Units" means, collectively, the Series A Preferred Units, the Common Units and the Class P Units.

(gg) "Unvested Class P Units" means Class P Units which are not yet vested pursuant to the vesting provisions set forth in the Equity Incentive Plan and the applicable Award Agreement thereunder.

(hh) "Unvested Common Units" means Common Units which are not yet vested pursuant to the application of the vesting provisions set forth in Schedule B hereto.

(ii) "Vested Class P Units" means Class P Units which are vested pursuant to the application of vesting provisions set forth in the Equity Incentive Plan and the applicable Award Agreement thereunder.

(jj) "Vested Common Units" means Common Units which are vested pursuant to the application of the vesting provisions set forth in Schedule B hereto.

Term	Section
Acquisition	Preamble
Acquisition Date	Schedule B
Acquisition Units	Schedule B
Act	1.02
Additional Common Offer Notice	9.04(b)
Additional Preferred Offer Notice	9.06(b)
Agent	9.09(c)
Agreement	Preamble
Benchmark Amount	2.02(e)
Board	1.02
Board Observer	3.06
Capital Account	7.01(a)
Capital Contribution	7.02
Cause	Schedule B
Certificate	1.02
Closing Date	2.12(a)
Code	1.05
Common Acceptance Notice	9.04(c)
Common Buyer	9.04(a)
Common Co-Sale Acceptance Notice	9.05(b)
Common Co Sale Election Period	9.05(b)
Common Co-Sale Notice	9.05(a)
Common Co-Sale Option	9.05(a)
Common Offer Notice	9.04(a)
Common Option Period	9.04(c)
Common Rights Holders	9.04(a)
Common Transferring Member	9.04
Company	Preamble
Confidential Information	2.15
Directors	3.01
Eligible Member	7.03(a)
Equity Incentive Plan	2.02(d)
Exchange Act	5.07(a)
Executive Officer	4.01
Fiscal Year	1.05

Term	Section
GAAP	2.12(a)
Grant Date	Schedule B
Imputed Underpayment Amount	8.04(c)
Investor	Preamble
Investor Directors	3.01
Investor Indemnified Party	5.07(a)
Investor Indemnified Parties	5.07(a)
Investors	Preamble
IRS Notice	11.15
Liquidation Event	8.02
LLC	Preamble
LLC Common Acceptance Notice	9.04(b)
LLC Common Option Period	9.04(b)
LLC Preferred Acceptance Notice	9.06(b)
LLC Preferred Option Period	9.06(b)
LLC	Preamble
Losses	5.07(a)
Members	Preamble
Member's Owner	9.10(a)
MOIC	Schedule B
Offered Common Units	9.04(a)
Offered Preferred Units	9.06(a)
Officers	4.01
Original LLC Agreement	Preamble
Participating Redeeming Holders	2.03(c)(ii)
Partnership Representative	4.06(a)
Performance Units	Schedule B
Permitted Transferee	9.02
Pre-Emptive Right Acceptance Election Period	7.03(b)
Pre-Emptive Right Acceptance Notice	7.03(b)
Pre-Emptive Right Notice	7.03(a)
Preferred Acceptance Notice	9.06(c)
Preferred Buyer	9.06(a)
Preferred Co-Sale Acceptance Notice	9.07(b)
Preferred Co-Sale Election Period	9.07(b)
Preferred Co-Sale Notice	9.07(a)
Preferred Co-Sale Option	9.07(a)
Preferred Offer Notice	9.06(a)
Preferred Option Period	9.06(c)
Preferred Rights Holders	9.06(a)
Preferred Transferring Member	9.06
Preferred Unit Redemption Date	2.03(a)
Pro Rata Allotment	7.03(c)
Pro Rata Common Fraction	9.04(d)
Pro Rata Preferred Fraction	9.06(d)

Term	Section
Proposed Common Transaction	9.04
Proposed Preferred Transaction	9.06
Proposed Sale Event	9.09(b)
Purchase Agreement	Preamble
Purchase Price	10.05(a)
Redemption Notice	2.03(a)
Redemption Acceptance Notice	2.03(c)(i)
Redemption Offer	2.03(c)
Redemption Offer Notice	2.03(c)(i)
Remaining Common Units	9.04(b)
Remaining Preferred Units	9.06(b)
Revised Partnership Audit Provisions	4.06(e)
Safe Harbor Election	11.15
Securities Act	5.07(a)
Selling Investors	9.09(a)
Sponsor Indemnitors	5.08
Subscription Agreements	Preamble
Subsidiary	2.05(a)
Tax Distribution	8.01(d)
Tax Liability	8.01(d)
Tax Rate	8.01(d)
Taxable Year	1.05
Terminating Member	10.05
Treasury Regulations	7.01(a)
Trigger Event	Schedule B
Withholding Payment	8.04(a)

1.02 Organization. The LLC has been formed by the filing of its Certificate of Formation (as the same may be amended, the "Certificate") with the Delaware Secretary of State on January 31, 2023 pursuant to the Delaware Limited Liability Company Act (6 Del. C § 18-101, et seq.) (as amended from time to time, the "Act"). The registered agent and registered office of the LLC in Delaware shall initially be The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The Certificate of Formation may be restated by the Board of Directors of the LLC (the "Board"), as provided in the Act or amended by the Board with respect to the address of the registered office of the LLC in Delaware and the name and address of its registered agent in Delaware or to make corrections required by the Act.

1.03 Purposes and Powers. The principal business activity and purpose of the LLC shall initially be to acquire, indirectly through a wholly owned subsidiary formed in connection with the Acquisition, substantially all of the assets of the Company, which engages in the business of (a) providing search engine optimization, search engine marketing, digital marketing services, and all other services provided by the Company, and (b) providing any other services or products that the Company provides. The LLC shall have authority to engage in any other lawful business, purpose or activity permitted by the Act, and it shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any Person, together with any

powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the LLC, including without limitation the following powers:

(a) to conduct its business and operations in any state, territory or possession of the United States or in any foreign country or jurisdiction;

(b) to purchase, receive, take, lease or otherwise acquire, own, hold, improve, maintain, use or otherwise deal in and with, sell, convey, lease, exchange, transfer or otherwise dispose of, mortgage, pledge, encumber or create a security interest in all or any of its real or personal property, or any interest therein, wherever situated;

(c) to borrow or lend money or obtain or extend credit and other financial accommodations, to invest and reinvest its funds in any type of security or obligation of or interest in any public, private or governmental entity, and to give and receive interests in real and personal property as security for the payment of funds so borrowed, loaned or invested;

(d) to enter into contracts, including contracts of insurance, incur liabilities and give guaranties, whether or not such guaranties are in furtherance of the business and purposes of the LLC, including without limitation, guaranties of obligations of other persons who are interested in the LLC or in whom the LLC has an interest;

(e) to appoint one or more managers of the LLC, to employ officers, employees, agents and other persons, to fix the compensation and define the duties and obligations of such personnel, to establish and carry out retirement, incentive and benefit plans for such personnel, and to indemnify such personnel to the extent permitted by this Agreement and the Act;

(f) to institute, prosecute, and defend any legal action or arbitration proceeding involving the LLC, and to pay, adjust, compromise, settle, or refer to arbitration any claim by or against the LLC or any of its assets; and

(g) to engage in any lawful act or activity which may be conducted by a limited liability company formed pursuant to the Act and to engage in all activities necessary pursuant or incidental to the foregoing.

Notwithstanding anything contained herein to the contrary, nothing set forth herein shall be construed as authorizing the LLC to possess any purpose or power, or to do any act or thing, forbidden by law to a limited liability company organized under the laws of the State of Delaware.

1.04 Principal Place of Business. The principal office and place of business of the LLC shall be in or around Miami, Florida. The Board may change the principal office or place of business of the LLC at any time and may cause the LLC to establish other offices or places of business in various jurisdictions and appoint agents for service of process in such jurisdictions.

1.05 Fiscal Year; Taxable Year. The fiscal year of the LLC (the "Fiscal Year") shall be the same as the taxable year (with respect to any Person, a "Taxable Year") of the LLC. The "Taxable Year" of the LLC shall be the calendar year unless otherwise required under the Internal

Revenue Code of 1986, as amended (the "Code") or designated by the Board consistent with the Code and Treasury Regulations.

1.06 Qualification in Other Jurisdictions. The Executive Officer(s) shall cause the LLC to be qualified or registered under applicable laws of any jurisdiction in which the LLC transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including without limitation, the appointment of agents for service of process in such jurisdictions.

1.07 Term. The term of the LLC shall be perpetual from the date of the filing of the Certificate with the Secretary of State of the State of Delaware, unless the LLC is dissolved in accordance with the provisions of this Agreement.

ARTICLE 2
MEMBERS

2.01 Members. The initial Members of the LLC and their addresses shall be listed on Schedule A and said schedule shall be amended from time to time to reflect the withdrawal of Members and the admission of additional Members pursuant to this Agreement. The Members shall constitute a single class or group of members of the LLC for all purposes of the Act, unless otherwise explicitly provided herein. The Executive Officer(s) shall notify the Members of changes in Schedule A which shall constitute the record list of the Members for all purposes of this Agreement and, subject to Section 2.09 below, the Executive Officer(s) shall provide a copy of Schedule A to any Member upon request.

2.02 Units.

(a) In General. The Members shall have no equity interest in the LLC other than the interest conferred by this Agreement representing, with respect to any Member at any particular time, that Member's Units. Every Member by virtue of having become a Member shall be held to have expressly assented and agreed to the terms hereof and to have become a party hereto. Ownership of a Unit by itself shall not entitle a member to any title in or to the whole or any part of the property of the LLC or right to call for a partition or division of the same or for an accounting.

(b) Designation of Units. The LLC is authorized to have three (3) classes of Units, designated as Series A Preferred Units, Common Units and Class P Units. The LLC is authorized to issue up to the following number of Units: (i) 7,000,000 Series A Preferred Units, (ii) 2,333,333 Common Units and (iii) 1,037,037 Class P Units. Subject to Section 2.05(a) and Section 7.03, the Board has the exclusive authority to (x) issue Units and to authorize additional Units for issuance and (y) adopt the Equity Incentive Plan or similar plans to issue Class P Units to employees, directors or consultants of the LLC or any of its Subsidiaries pursuant to the terms of this Agreement (including Schedule B hereto). Any Common Units held by the Common Unit Holder or any Class P Units held by any other employees, directors or consultants of the LLC or any of its Subsidiaries shall initially be designated as either Unvested Common Units or Vested Common Units as more fully set forth on Schedule B hereto or Unvested Class P Units or Vested

Class P Units as set forth in the Equity Incentive Plan and the applicable Award Agreement thereunder and shall be subject to the vesting provisions set forth thereon or therein, as applicable.

(c) Initial Capital Contribution. Each Investor and each other Member has made the initial Capital Contribution set forth opposite his, her or its name and as allocated among Units on Schedule A attached hereto.

(d) No Reduction in Member's Units. Except as otherwise provided in this Agreement (including Schedule B hereto), an equity incentive plan to be approved by the Board (the "Equity Incentive Plan") or any Award Agreements thereunder, the number of Units held by a Member shall not be reduced without such Member's consent.

(e) Common Units; Class P Units. Unless otherwise designated by the Board, Common Units issued to the Common Unit Holder on the date hereof and Class P Units issued after the date hereof are intended to be "profits interests" for U.S. federal income tax purposes within the meaning of Revenue Procedure 93-27, I.R.B. 1993-24, and Revenue Procedure 2001-43, I.R.B. 2001-34. The terms of such Common Units and Class P Units, including the right to participate in distributions under this Agreement, may be subject to such limitations and other requirements as the Board may determine is necessary or appropriate for such interests to so qualify as profits interests for U.S. federal income tax purposes. In furtherance of such intent, notwithstanding any provision in this Agreement to the contrary: (i) no items of income, gain, loss, deduction or credit shall be allocated to any Member in respect of such Member's Common Units or Class P Units to the extent such items relate to any unrealized income, gain, loss, deduction or credit of the LLC as of the issuance date of such Common Units or Class P Units, as applicable; (ii) any distribution by the LLC to any Member in respect of such Member's Common Units or Class P Units shall be limited to the minimum extent necessary to be consistent with the treatment of such Common Units or Class P Units, respectively, as a "profits interest" for U.S. federal income tax purposes; and (iii) such Common Units and Class P Units shall be subject to such additional terms and conditions as may be set forth in Schedule B hereto with respect to the Common Units or, with respect to the Class P Units, in the Equity Incentive Plan or such other equity incentive plan(s) that may be adopted by the Board. The Board (or its designee) shall set a benchmark amount with respect to each grant of Common Units or Class P Units (the "Benchmark Amount)," which shall normally represent the aggregate amount that would have been distributed to the holders of all of the Units pursuant to Article 8, if immediately prior to the issuance of such Common Units or Class P Units, as applicable, the LLC had sold its assets for their fair market value, paid its obligations (including, without limitation, any preference amounts) and liabilities (limited, in the case of nonrecourse liabilities, to the collateral securing or otherwise available to satisfy such liabilities) and distributed the net proceeds to its Members pursuant to Section 8.02. The Board (or its designee) shall, however, have the authority and discretion to establish any Benchmark Amount that is at least equal to the fair market value of the LLC or to adjust any previously established Benchmark Amount (including, but not limited to, as may be appropriate to account for subsequent capital investments in the LLC). The Board's (or its designee's) determination of the Benchmark Amount shall be final, binding and conclusive on the holders of Common Units and Class P Units for which the Benchmark Amount was determined, the other Members and the LLC. Each Benchmark Amount established with respect to any Common Units or Class P Units, as applicable, shall be set forth in the books and records of the LLC, which shall be updated from time to time to reflect any adjustments to the Benchmark Amount. Except as

required by any non-waivable provision of the Act, the Class P Units shall be non-voting. Each Award Agreement granting Class P Units will include an affirmative statement including language that such interests are intended to represent profits interests for U.S. federal income tax purposes in the LLC and that holders of such Class P Units shall only be entitled to receive a distribution thereunder if and only to the extent that the amounts distributed since the issuance of such Class P Units exceeds such Class P Unit's Benchmark Amount. For the avoidance of doubt and in furtherance of the foregoing, any Member holding Common Units or Class P Units hereby acknowledges and agrees that such Member shall only be entitled to receive a distribution hereunder, (x) if such Common Units or Class P Units, as applicable, are Vested Common Units or Vested Class P Units, respectively, as of the date of the distribution (pursuant to the terms of the applicable grant of such Common Units or Class P Units) and (y) only to the extent that the distribution amount (taking into account any earlier distributions to which such unit was entitled) exceeds such Unit's Benchmark Amount. Notwithstanding the foregoing, holders of Common Units and Class P Units shall be entitled to receive Tax Distributions pursuant to Section 8.01(d) to the extent they have a Tax Liability attributable to their Common Units or Class P Units, respectively.

2.03 Redemption.

(a) At any one time any holder of Series A Preferred Units may elect to have all (but not less than all) of its outstanding Series A Preferred Units redeemed by the LLC. Any election pursuant to this Section 2.03(a) shall be made by written notice to the LLC (each such notice, the "Redemption Notice") which notice shall be delivered at least ten (10) days prior to the elected redemption date (such date, the "Preferred Unit Redemption Date"). In such event, the LLC shall redeem the number of Series A Preferred Units set forth in the Redemption Notice out of funds legally available therefor, for an aggregate purchase price of $1.00, regardless of the number of Units redeemed.

(b) Notwithstanding the redemption of any Units pursuant to Section 2.03(a), the redeemed holder of Units (i) shall not be relieved of any liability with respect to the redeemed Units existing as of, or arising or accruing on or after, the Preferred Unit Redemption Date and (ii) shall remain liable for its pro-rata share of any forgiveness of indebtedness income as provided by the Code, as amended, and the regulations promulgated thereunder for a period of two (2) years from the Preferred Unit Redemption Date.

(c) The LLC may from time to time offer to redeem holders of Series A Preferred Units at a price determined by the Board as follows (such offer, a "Redemption Offer"):

(i) The LLC shall provide a notice of the Redemption Offer (a "Redemption Offer Notice") to all holders of Series A Preferred Units, and each holder of Series A Preferred Units shall have fifteen (15) days after receipt of the Redemption Offer Notice to respond to the LLC with its intent to be redeemed (a "Redemption Acceptance Notice"). In the event that a Redemption Acceptance Notice with respect to a holder of Series A Preferred Units is not received by the Company on or prior to the fifteenth (15^{th}) day following the date on which the Redemption Offer Notice is provided, then such holder shall be deemed to have waived its right to participate in such Redemption Offer.

(ii) Upon the LLC's receipt of any Redemption Acceptance Notice from the participating Members ("Participating Redeeming Holders"), the Board shall determine the amount of available funds for such redemption and shall determine on a pro rata or other reasonably determined basis, the number of Series A Preferred Units to be redeemed in accordance with the Redemption Offer.

(iii) A Redemption Offer may be withdrawn by the LLC at any time prior to the consummation of the redemption transaction. A Participating Redeeming Holder shall execute a standard form of redemption agreement provided by the LLC effective as of the date and time of the consummation of such redemption transaction.

2.04 Action by Members. No annual meeting of Members is required to be held. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting if one or more written consents to such action shall be signed by the Members holding the amount of Units required to approve the action being taken. Such written consents shall be delivered to the Executive Officer(s) at the principal office of the LLC and, unless otherwise specified, shall be effective on the date when the first consent is so delivered. The Executive Officer(s) shall give prompt notice to all Members who did not consent to any action taken by written consent of Members without a meeting.

2.05 Voting Rights. Unless otherwise required by the Act or specified elsewhere in this Agreement, all actions, approvals and consents to be taken or given by the Members under the Act, this Agreement or otherwise shall require only the affirmative vote or the written consent of a Series A Majority Interest. Vested Common Unit holders will have voting rights with respect to matters voted on by all Members.

(a) Notwithstanding anything to the contrary in this Agreement, the LLC shall not take and shall restrict its direct and indirect subsidiaries ("Subsidiary" or "Subsidiaries") from taking any of the following actions directly or indirectly without the prior approval of a Series A Majority Interest:

(i) amending or making changes to the LLC's governing documents, including without limitation its operating agreement, adversely affecting the rights, privileges or preferences of the Series A Preferred Units, or the adoption of any new, or amendments to any existing, or changing the size, powers or composition of the Board;

(ii) authorizing, incurring or issuing any equity interests with rights or preferences senior or *pari passu* with the Series A Preferred Units, or effecting an initial public offering; and

(iii) declaring or paying any dividend or distribution, or the redemption (other than pursuant to Section 2.03 above and Section 10.05 below) or acquisition of any Units of the LLC, other than distributions pursuant to and in accordance with the terms hereof.

(b) Notwithstanding anything to the contrary in this Agreement, the LLC shall not take and shall restrict its Subsidiaries from taking any of the following actions directly or indirectly without the prior approval of the Board:

(i) electing to amend or modify the Management Services Agreement, authorizing or effecting any business combination, acquisition, disposition of material assets, merger, consolidation or other Liquidation Event, or initiating any material litigation or related proceeding, or materially changing the nature of the business of the LLC or any of its Subsidiaries;

(ii) authorizing or effecting any change to senior management or adopting or amending any equity or non-equity compensation plans or arrangements for senior management;

(iii) executing, amending or modifying any material contract or agreement, with payments by the LLC or its Subsidiaries in excess of $150,000 individually, or in the aggregate, which amount may be increased by the Board in its discretion without requiring the prior consent of the Members;

(iv) authorizing, incurring or issuing any debt (including guarantees or liens) or entering into any related agreements, including negative pledges;

(v) entering into any material settlement or other decision with respect to any litigation, arbitration, mediation, investigation, administrative matter or similar proceeding (including any bankruptcy proceeding in which the LLC has an interest); and

(vi) declaring or paying any dividend or distribution in accordance with Article 8 below.

2.06 Limitation of Liability of Members. Except as otherwise provided in the Act, no Member of the LLC shall be obligated personally for any debt, obligation or liability of the LLC or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Member of the LLC. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Member solely in his, her or its capacity as a Member of the LLC shall have any fiduciary or other duty to another Member with respect to the business and affairs of the LLC, and no Member shall be liable to the LLC or any other Member for acting in good faith reliance upon the provisions of this Agreement. No Member shall have any responsibility to restore any negative balance in its Capital Account (as defined in Section 7.01) or to contribute to or in respect of the liabilities or obligations of the LLC or return distributions made by the LLC except as required by the Act or other applicable law; *provided*, *however*, that Members are responsible for their failure to make required capital contributions under Section 7.02. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Members, Directors, managers, or Officers responsible for any liability of the LLC.

2.07 Authority. Unless specifically authorized by the Board, a Member that is not also an Executive Officer shall not be an agent of the LLC or have any right, power or authority to act for or to bind the LLC or to undertake or assume any obligation or responsibility of the LLC or of any other Member.

2.08 No Right to Withdraw. Except as set forth in Article 9 with respect to Transfers of Units or as a result of a redemption of all Units held by a Member pursuant to Section 2.03(a) or

in accordance with Article 10, no Member shall have any right to resign or withdraw from the LLC without the consent of the Board and a Series A Majority Interest. No Member shall have any right to receive any distribution or the repayment of its Capital Contribution, except as provided in Article 8 and Article 10.

2.09 Rights to Information. In place of the rights afforded to Members pursuant to Section 18-305(a) of the Act and notwithstanding any other provision of this Agreement, a holder of Class P Units shall have only the right to such information regarding the LLC (including books, records, business, results of operation, condition (financial or otherwise)) that the Board determines, in its sole discretion, shall be provided or made available and shall not have the right to review or receive copies of the information set forth on Schedule A (except to the extent such information relates to such holder) or Schedule B hereto. All Members shall have the right to receive from the Executive Officer(s) upon request a copy of the Certificate and of this Agreement, as amended from time to time. Members other than the holders of Class P Units shall have the right to such other information regarding the LLC as is required by the Act, subject to reasonable conditions and standards established by the Board or Executive Officer(s) as permitted by the Act, which may include, without limitation, withholding of, or restrictions on, the use of Confidential Information.

2.10 No Appraisal Rights. No Member shall have any right to have its interest in the LLC appraised and paid out under the circumstances provided in Section 18-210 of the Act, or under any other circumstances.

2.11 Compliance with Securities Laws and Other Laws and Obligations. Each Member hereby represents and warrants to the LLC and acknowledges that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the LLC and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the LLC for an indefinite period of time and understands that it has no right to withdraw and have its interest repurchased by the LLC, (c) it is acquiring an interest in the LLC for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (d) it understands that the equity interests in the LLC have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with, and (e) if it is an entity, the execution, delivery and performance of this Agreement does not require it to obtain any consent or approval that has not been obtained and does not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which it is a party or by which it is bound.

2.12 Reports.

(a) The LLC shall furnish to each Investor and each holder of Common Units, within one hundred twenty (120) days after the closing of the Acquisition (the "Closing Date"), a consolidated balance sheet of the LLC and its Subsidiaries as of the closing of the Acquisition (the "Closing Date").

(b) The LLC shall furnish to each Investor, within one hundred and twenty (120) days after the end of each Fiscal Year, a consolidated balance sheet of the LLC and its Subsidiaries as of the end of such Fiscal Year and the related consolidated statements of income, members' equity and cash flows for the Fiscal Year then ended, prepared in accordance with generally accepted accounting principles ("GAAP") and audited by a firm of independent public accountants of recognized regional standing selected by the Board.

(c) The LLC shall furnish to each Investor, within forty-five (45) days after the end of each of the first three (3) quarters of each Fiscal Year, a consolidated balance sheet of the LLC and its Subsidiaries as of the end of such quarter and the related consolidated statements of income, members' equity and cash flows for the fiscal quarter then ended, prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP).

(d) The LLC shall furnish to each Investor, as soon as practicable, but in any event within forty-five (45) days following the end of each Fiscal Year, a budget for the applicable Fiscal Year, prepared on a quarterly basis, including balance sheets, income statements, and statements of cash flow for such quarters and, promptly after prepared, any other budgets or revised budgets prepared by the LLC.

(e) The LLC shall furnish to each Investor, as soon as practicable, but in any event on or prior to April 10 following the end of each Fiscal Year (and no later than fifteen (15) days following delivery of any audited consolidated balance sheet prepared for the LLC and its Subsidiaries as of the end of such Fiscal Year), a Schedule K-1 (and any comparable foreign, state or local schedules or forms required by law to be provided). The LLC shall provide each Investor with its good faith estimate of the information that will be contained on such Schedule K-1 by February 28, unless the LLC delivers such K-1 on or prior to February 28.

2.13 Inspection. The LLC shall permit and cause each of its Subsidiaries to permit the Investors and such persons as such Investor may designate, at such Investor's expense, to (a) visit and inspect any of the properties of the LLC and its Subsidiaries, examine their books and take copies and extracts therefrom, discuss the affairs, finances and accounts of the LLC and its Subsidiaries with their officers, employees and public accountants (and the LLC hereby authorizes said accountants to discuss with such Investor and such designees such affairs, finances and accounts), and (b) consult with the management of the LLC and its Subsidiaries as to their affairs, finances and accounts, in each case, all at reasonable times and upon reasonable notice during normal business hours; *provided*, *however*, that the LLC or its Subsidiaries shall not be obligated under this Section 2.13 to provide information (i) that the LLC or its Subsidiaries reasonably determines in good faith to be a trade secret or Confidential Information (unless covered by an enforceable confidentiality agreement, in form acceptable to the LLC or its Subsidiaries) or (ii) the disclosure of which would adversely affect the attorney-client privilege between the LLC or its Subsidiaries and its counsel.

2.14 Admission of New Members. The LLC, with the consent of the Board and subject to the rights of Members contained in this Agreement (including without limitation the rights contained in Section 2.05(a) and Section 7.03), is authorized to offer and sell, or cause to be offered and sold, additional Units and to exchange or cause to be exchanged additional Units for securities

or other property both in accordance with the provisions hereof and to admit additional persons to the LLC as Members who may participate in the profits, losses, distributions, allocations and capital contributions of the LLC upon such terms as are established by the Board, which may include the authorization and issuance of additional Units or the designation and issuance of new classes of units or the establishment of classes or groups of one or more Members having different relative rights, powers and duties, including without limitation, rights and powers that are superior to those of existing Members, or the right to vote as a separate class or group on specified matters, by amendment of this Agreement under Section 11.04. The Board may establish eligibility requirements for admission of a subscriber as a Member and refuse to admit any subscriber that fails to satisfy such eligibility requirements. New Members shall be admitted at the time when all conditions to their admission have been satisfied, as determined by the Board, and their identity and Units (including their Capital Contribution, if any), as applicable, have been established by amendment of Schedule A.

2.15 Confidentiality. As used herein, "Confidential Information" means all confidential or proprietary information about the LLC, its Subsidiaries or any of their respective Affiliates and businesses, including, without limitation, financial statements, reports, and this Agreement, and any confidential or proprietary information about the LLC, its Subsidiaries or any of their respective businesses to which a Member is provided access. Each Member agrees to use such Confidential Information solely for purposes reasonably related to such Member's investment in the LLC, and to maintain all Confidential Information in the strictest confidence and not to disclose Confidential Information to any Person other than its fiduciaries, agents, investors, or advisors who are subject to obligations of confidentiality at least as restrictive with respect to disclosure and use as the provisions of this Section 2.15. Each Member also may disclose Confidential Information to the extent necessary in order to comply with any law, order, regulation, ruling or governmental request applicable to such Member. A Member's obligation hereunder shall not apply to any Confidential Information that becomes publicly available through no fault or act of the Member or the disclosure of which is required by a court or governmental authority or otherwise required by law.

ARTICLE 3
BOARD OF DIRECTORS

3.01 Board Composition. The Board shall initially consist of up to five (5) persons (the "Directors"), who shall be elected by a Majority Interest. Each Member agrees that such Member will vote all of its Units at each election of Directors in favor of three (3) persons nominated by a Series A Majority Interest, who shall initially be John Shoaf, Catrina Bachmann, for so long as she remains an officer of 1SEO Digital Agency, and Jeffrey Strickler. To the extent that the Board establishes any committees or subcommittees of the Board, John Shoaf will have the right to serve on each such committee or subcommittee. Each Director shall be entitled to one vote.

3.02 Removal; Vacancies. Each Member agrees to vote all of its Units for the removal of any Director upon the request of the party then entitled to nominate such Director as set forth in Section 3.01 above, and for the election to the Board of a substitute designated by such party in accordance with the provisions hereof. Each Member further agrees to vote all of its Units in such manner as shall be necessary or appropriate to ensure that any vacancy on the Board occurring for any reason shall be filled only in accordance with the provisions of this Article 3.

3.03 Board; General.

(a) The Directors are deemed to be the managers of the LLC; *provided, however,* that any action to be taken by the Directors as managers of the LLC shall be taken by the Board only as provided herein and the Board itself shall have all of the rights, powers and obligations of a "manager" of the LLC as provided in the Act and as otherwise provided by law. The Directors may delegate (by meeting, e-mail and/or any other source of communication deemed appropriate by the Directors), and as set forth in this Agreement shall have delegated, any or all of such rights, powers and obligations to the Executive Officers (as defined in Section 4.01) of the LLC.

(b) The Board may adopt such procedures as it may in good faith deem appropriate to make decisions regarding use or investment of the LLC's capital, authorization of capital calls, budget of the LLC, the election of board seats of all portfolio companies in which the LLC invests, financings, dispositions of the LLC's assets and other business of the LLC. The Board will meet at least quarterly, at mutually convenient times, to discuss such matters pertaining to the LLC as the Board may request. Unless otherwise required by the Act or specified elsewhere in this Agreement, all actions taken by the Board shall be taken by majority vote at a meeting of the Board or by written consent of a majority of the Directors at that time. The Board may grant consent via electronic mail if (i) such consent is unanimous and (ii) each electronic mail message is delivered to the Executive Chairman. Persons other than the Executive Chairman and Directors may attend meetings of the Board from time to time in the discretion of the Board on such terms as the Board may require.

(c) Notice of any meeting of the Board shall be given to each Director by the Secretary, the Executive Chairman or one of the Directors calling the meeting. Notice shall be duly given to each Director (i) by giving notice to such Director in person or by telephone at least two (2) business days in advance of the meeting, (ii) by sending an e-mail, or facsimile transmission, or delivering written notice by hand, to such Director's last known business or home address at least two (2) business days in advance of the meeting, or (iii) by mailing written notice to this last known business or home address at least five (5) days in advance of the meeting. A notice or waiver of notice of a meeting of the Board need not specify the purposes of the meeting. Any Director attending a meeting shall be deemed to have waived notice of such meeting.

(d) Directors or any members of any committee designated by the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

3.04 Limitation of Liability of Board. Except as otherwise provided in the Act, no Director of the LLC shall be obligated personally for any debt, obligation or liability of the LLC or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Director. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Director shall have any fiduciary or other duty to another Member with respect to the business and affairs of the LLC, and no Director shall be liable to the LLC or any other Member for acting in good faith reliance upon the provisions of this Agreement. No Director shall be personally liable

to the LLC or to its Members for acting in good faith reliance upon the provisions of this Agreement, or for breach of any fiduciary or other duty that does not involve (a) acts or omissions in bad faith or which involve intentional misconduct or a knowing violation of law or (b) a transaction from which the Director derived an improper personal benefit. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making the Directors responsible for any liability of the LLC.

3.05 Expenses. Each Director serving on the Board, other than an Officer, employee or consultant may be compensated by the LLC, as determined by the Board, for his or her Board duties; provided, that, such compensation shall not exceed $15,000 in the twelve (12) month period following the date hereof per applicable Director for his or her Board duties. For any one (1) year period following the one (1) year anniversary of the date hereof, the Board shall determine the annual compensation for each applicable Director for his or her duties during such one (1) year period. The LLC shall reimburse all Directors for travel and other reasonable expenses associated with Board responsibilities or any committee thereof.

3.06 Observer Rights. The Board may appoint one or more non-voting Board observers (each a "Board Observer") who shall each receive the same materials provided to the Board for each meeting at substantially the same time as all Board members receive such materials. The Board may remove any Board Observer at any time in its sole discretion. Notwithstanding the foregoing, the Board reserves the right to withhold any information and to exclude any Board Observer from any meeting, portion thereof or Board materials if access to such information or attendance at such meeting could reasonably be expected to adversely affect the attorney-client privilege between the LLC and its counsel or result in disclosure of trade secrets or involves a discussion of any matters in which the excluded Board Observer is reasonably likely to have an adverse interest in any material respect.

ARTICLE 4
MANAGEMENT

4.01 Officers. The business of the LLC shall be managed under the direction of the Board (and the Board shall be deemed to be the manager of the LLC as set forth in Section 3.02 hereof) who may exercise all the powers of the LLC, except as provided by law or this Agreement. The Board shall have the discretion to determine the duties of one or more of the following officers of the LLC: Executive Chairman, President, Vice President, Treasurer, Secretary, and any other Officers as determined by the Board (each individually an "Officer" and, collectively the "Officers") and shall have the authority to delegate any or all of its duties as manager to certain of such Officers (the "Executive Officers" and each individually, an "Executive Officer"). The initial Executive Chairman and Vice President of the LLC shall be John Shoaf and Catrina Bachmann, respectively.

4.02 Qualification. The Officers may, but are not required to, be Members and shall hold office until their death, disability, resignation or removal.

4.03 Reliance by Third Parties. Any person dealing with the LLC, the Executive Officers or any Member may rely upon a certificate signed by any Executive Officer as to (a) the

identity of any Officer or Member, (b) any factual matters relevant to the affairs of the LLC; (c) the persons who are authorized to execute and deliver any document on behalf of the LLC; or (d) any action taken or omitted by the LLC, the Officers or any Member.

4.04 Compensation. The Officers shall receive such compensation for their services and benefits as may be approved from time to time, but no less than annually, by the Board. In addition, the Officers shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred in managing and conducting the business and affairs of the LLC.

4.05 Limitation of Liability of Officers. No Officer shall be obligated personally for any debt, obligation or liability of the LLC or of any Member, whether arising in contract, tort or otherwise, solely by reason of being or acting as an Officer of the LLC. No Officer shall be personally liable to the LLC or to its Members for acting in good faith reliance upon the provisions of this Agreement, or for breach of any fiduciary or other duty that does not involve (a) a breach of the duty of loyalty to the LLC or its Members, (b) acts or omissions in bad faith or which involve intentional misconduct or a knowing violation of law; or (c) a transaction from which the Officer derived an improper personal benefit.

4.06 Tax Matters.

(a) A Person designated by the Board shall serve as the "Partnership Representative" under Section 6223 of the Code. The Partnership Representative shall have all powers necessary and appropriate in connection therewith including, without limitation, overseeing and handling matters relating to the taxation of the LLC, and as the Partnership Representative, such Person shall have the right and obligation to take all actions authorized and required, respectively, by the Code for the Partnership Representative. The Partnership Representative shall be entitled to be reimbursed for all reasonable out-of-pocket expenses properly incurred in his, her or its capacity as Partnership Representative.

(b) The Partnership Representative shall promptly advise the other Members upon receiving written notice of any audits or other actions by the IRS or other taxing authority with respect to the LLC. The Partnership Representative shall not take any action in connection with a tax audit, without approval of the Board. Notwithstanding the foregoing, the Board shall not make any decision related to material taxes that would have a disproportionately adverse impact on any Member as compared with the other Members.

(c) The Partnership Representative may make all elections for U.S. federal income and all other tax purposes (including, without limitation, pursuant to Section 754 of the Code), subject to Section 8.05(c).

(d) Income tax returns of the LLC shall be prepared in a timely manner by such certified public accountant(s) as the Partnership Representative shall retain at the expense of the LLC.

(e) The Board is authorized to cause the Partnership Representative to make any election or other decision on behalf of the LLC or the Members that is provided or contemplated by Sections 6221-6241 of the Code as amended by Section 1101 of P.L. 114-74 (The Bipartisan Budget Act of 2015) or any amendment thereof, or regulations, notices or other

guidance issued thereunder (the "Revised Partnership Audit Provisions"), including an election the effect of which will be a legal imposition on one or more current or former partners or members to reflect IRS adjustments to income, gain, loss, deduction or credit in certain federal income tax returns of such partners or members and to pay associated federal income taxes, interest and penalties. The Members agree to provide such information as the Board may request in connection with the Revised Partnership Audit Provisions.

ARTICLE 5
INDEMNIFICATION

5.01 Officer/Director Indemnification. Except as limited by law and subject to the provisions of this Article 5, the LLC shall indemnify each Indemnified Party against all expenses incurred by them in connection with any proceeding in which an Indemnified Party is involved as a result of serving in such capacity, except that no indemnification shall be provided for an Indemnified Party regarding any matter as to which it shall be finally determined (a) that said Indemnified Party did not act in good faith and in the reasonable belief that such Indemnified Party's action was in the best interests of the LLC, or (b) with respect to a criminal matter, that said Indemnified Party had reasonable cause to believe that such Indemnified Party's conduct was unlawful. Subject to the foregoing limitations, such indemnification may be provided by the LLC with respect to a proceeding in which it is claimed that an Indemnified Party received an improper personal benefit by reason of its position, regardless of whether the claim arises out of the Indemnified Party's service in such capacity, except for matters as to which it is finally determined that an improper personal benefit was received by the Indemnified Party.

5.02 Award of Indemnification. An Indemnified Party may only be determined to be ineligible for indemnification if a determination is made by independent legal counsel appointed by the Board that indemnification of such Indemnified Party would be a violation of law or inconsistent with the provisions of Section 5.01.

5.03 Successful Defense. Notwithstanding any contrary provisions of this Article 5, to the extent an Indemnified Party has been successful, in whole or in part, on the merits in the defense of any proceeding in which it was involved by reason of its position as an Indemnified Party or as a result of serving in such capacity (including termination of investigative or other proceedings without a finding of fault on the part of the Indemnified Party), the Indemnified Party shall be indemnified by the LLC against all, or the pro rata portion to the extent partially successful, of the Expenses incurred by the Indemnified Party in connection therewith.

5.04 Advance Payments. Except as limited by law or the provisions of this Article 5, expenses incurred by an Indemnified Party in defending any proceeding, including a proceeding by or in the right of the LLC, shall be paid by the LLC to the Indemnified Party in advance of final disposition of the proceeding. The LLC may require that such Indemnified Party execute a written undertaking to repay the amount of any advance if the Indemnified Party is determined pursuant to this Article 5 or adjudicated to be ineligible for indemnification. Any such undertaking by an Indemnified Party shall be an unlimited general obligation of the Indemnified Party, shall not be secured and shall be accepted without regard to the LLC's analysis of the financial ability of the Indemnified Party to make repayment. No advance payment of expenses shall be made if it is

determined pursuant to Section 5.02 on the basis of the circumstances known at the time (without further investigation) that the Indemnified Party is ineligible for indemnification.

5.05 Insurance. The LLC shall have power to purchase and maintain insurance on behalf of any Indemnified Party, agent or employee against any liability or cost incurred by such person in any such capacity or arising out of its status as such, whether or not the LLC would have power to indemnify against such liability or cost. The LLC shall purchase director and officer indemnification insurance in amounts and on terms satisfactory to the Board.

5.06 Employee Benefit Plan. If the LLC sponsors or undertakes any responsibility as a fiduciary with respect to an employee benefit plan, then for purposes of this Article 5 (a) the term Indemnified Party shall be deemed to include any Officer who serves at its request in any capacity with respect to said plan, (b) said Indemnified Party shall not be deemed to have failed to act in good faith or in the reasonable belief that its action was in the best interests of the LLC if said Indemnified Party acted in good faith and in the reasonable belief that its action was in the best interests of the participants or beneficiaries of said plan, and (c) expenses shall be deemed to include any taxes or penalties imposed upon said Indemnified Party with respect to said plan under applicable law.

5.07 Investor Indemnification.

(a) Without limitation of any other provision of this Agreement or any agreement executed in connection herewith, the LLC agrees to defend, indemnify and hold each Investor, its respective Affiliates and direct and indirect partners (including partners of partners and equityholders and investors of partners), investors, equityholders, directors, managers, officers, employees and agents and each person who controls any of them within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), or Section 20 of the Exchange Act of 1934, as amended (the "Exchange Act") (collectively, the "Investor Indemnified Parties" and, individually, an "Investor Indemnified Party") harmless from and against any and all damages, liabilities, losses, taxes, fines, penalties, reasonable costs and expenses (including, without limitation, reasonable fees of a single counsel representing the Investor Indemnified Parties), as the same are incurred, of any kind or nature whatsoever (whether or not arising out of third party claims and including all amounts paid in investigation, defense or settlement of the foregoing) which may be sustained or suffered by any such Investor Indemnified Party ("Losses"), based upon, arising out of, or by reason of (i) any breach of any covenant or agreement made by the LLC in this Agreement, or (ii) any third party or governmental claims relating in any way to such Investor Indemnified Party's status as a securityholder, creditor, director, agent, representative or controlling person of the LLC or otherwise relating to such Investor Indemnified Party's involvement with the LLC (including, without limitation, any and all Losses under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise, which relate directly or indirectly to the registration, purchase, sale or ownership of any securities of the LLC or to any fiduciary obligation owed with respect thereto), including, without limitation, in connection with any third party or governmental action or claim relating to any action taken or omitted to be taken or alleged to have been taken or omitted to have been taken by any Investor Indemnified Party as securityholder, director, agent, representative or controlling person of the LLC or otherwise, alleging so called control person liability or securities law liability; *provided, however*, that the LLC will not be liable to the extent that such Losses arise from and

are based on (A) an untrue statement or omission or alleged untrue statement or omission in a registration statement or prospectus which is made in reliance on and in conformity with written information furnished to the LLC by or on behalf of such Investor Indemnified Party, or (B) conduct by an Investor Indemnified Party which constitutes fraud or willful misconduct.

(b) If the indemnification provided for in Section 5.07(a) above for any reason is held by a court of competent jurisdiction to be unavailable to an Investor Indemnified Party in respect of any Losses referred to therein, then the LLC, in lieu of indemnifying such Investor Indemnified Party thereunder, shall contribute to the amount paid or payable by such Investor Indemnified Party as a result of such Losses (i) in such proportion as is appropriate to reflect the relative benefits received by the LLC and the Investors, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the LLC and the Investors in connection with the action or inaction which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the LLC and the Investors shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the LLC and the Investors and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(c) Each of the LLC and the Investors agrees that it would not be just and equitable if contribution pursuant to Section 5.07(b) were determined by pro rata or per capita allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph.

(d) An Investor Indemnified Party may only be determined to be ineligible for indemnification if a determination is made by independent legal counsel appointed by the Board that indemnification of such Investor Indemnified Party would be a violation of law or inconsistent with the provisions of Section 5.07(a).

5.08 Non-Exclusivity; Indemnification Agreements. The provisions of this Article 5 shall not be construed to limit the power of the LLC to indemnify its Members, Directors, Officers, employees or agents to the fullest extent permitted by law or to enter into specific agreements, commitments or arrangements for indemnification permitted by law. The absence of any express provision for indemnification herein shall not limit any right of indemnification existing independently of this Article 5. The LLC and each Director concurrently herewith shall enter into indemnification agreements in form and substance satisfactory to the Investors. The right of indemnification hereby provided shall not be exclusive of, and shall not affect, any other rights to which an Indemnified Party or an Investor Indemnified Party may be entitled at law, under other agreements or otherwise. Nothing contained in this Article 5 shall limit any lawful rights to indemnification existing independently of this Article 5. The LLC acknowledges that an indemnified party may have certain rights to indemnification, advancement of expenses and/or insurance provided by its fund sponsor or other Affiliates (collectively, the "Sponsor Indemnitors"). The LLC agrees that (a) it is the indemnitor of first resort (i.e., its obligations to the indemnified party are primary and any obligation of the Sponsor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such indemnified party are secondary), (b) it shall be required to advance the full amount of expenses

incurred by such indemnified party and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, the LLC's organizational documents, or any other agreement between the LLC and such indemnified party, without regard to any rights such indemnified party may have against the Sponsor Indemnitors, and (c) it irrevocably waives, relinquishes and releases the Sponsor Indemnitors from any and all claims against the Sponsor Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The LLC further agrees that no advancement or payment by the Sponsor Indemnitors on behalf of such indemnified party with respect to any claim for which such indemnified party has sought indemnification from the LLC shall affect the foregoing and the Sponsor Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such indemnified party against the LLC. The LLC and such indemnified party agree that the Sponsor Indemnitors are express third-party beneficiaries of the terms of this Section 5.08.

ARTICLE 6
CONFLICTS OF INTEREST

6.01 Transactions with Interested Persons. Unless entered into in bad faith, no contract or transaction between the LLC and one or more of its Officers, Directors or Members, or between the LLC and any other Person in which one or more of its Officers, Directors or Members have a financial interest or are directors, partners, managers or officers, that satisfies the conditions below shall be voidable solely for this reason or solely because said Officer, Director or Member was present or participated in the authorization of such contract or transaction. No Officer, Director or Member interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the LLC, any Officer, Director or Member, or any other Person for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction if:

(a) the material facts as to the relationship or interest of said Officer, Director or Member and as to the contract or transaction were disclosed or known to the Directors or Members and the contract or transaction was authorized by the disinterested Members or Directors; and

(b) the contract or transaction was fair to the LLC as of the time it was authorized, approved or ratified by the disinterested Members or Directors.

6.02 Outside Businesses. Any Member, including its owners, or Director, unless also an Officer or current or former employee or consultant of the LLC and 1SEO Digital Agency or its predecessors, may engage or have an interest in other business ventures which are similar to or competitive with the business of the LLC or its Subsidiaries, pursuit of such ventures, even if competitive, shall not be deemed wrongful or improper or give the LLC, its Officers or other Members any rights with respect thereto. No Member or Director, unless also an Officer or current or former employee of the LLC or its Subsidiaries, shall be obligated under this Agreement to present an investment opportunity to the LLC even if it is similar to or competitive with the business of the LLC, and such Member or Director shall have a right to take for its own account or recommend to others any such investment opportunity. Prior Board approval shall be required

for the involvement of any Officer or other current or former employee of the LLC or its Subsidiaries in any potentially competitive outside business activities. Notwithstanding anything herein to the contrary, neither the Executive Chairman nor any of its affiliated entities shall be subject to the limitation set forth in this Section 6.02.

ARTICLE 7
CAPITAL ACCOUNTS AND CAPITAL CONTRIBUTIONS

7.01 Capital Accounts.

(a) A separate capital account (a "Capital Account") shall be maintained for each Member in accordance with Section 704(b) of the Code and Section 1.704-1(b)(2)(iv) of the U.S. Treasury Regulations (the "Treasury Regulations"), and this Section 7.01 shall be interpreted and applied in a manner consistent with said Section of the Treasury Regulations. The LLC will maintain Capital Accounts for each Member in accordance with the following provisions:

(i) To each Member's Capital Account there will be credited (A) the amount of money contributed by such Member to the LLC, (B) the initial Gross Asset Value of property contributed by such Member to the LLC, (C) such Member's distributive share of Net Profit and any items in the nature of income or gain which are specially allocated to such Member pursuant to this Agreement, and (D) the amount of any liabilities of the LLC assumed by such Member or to which any property distributed to such Member is subject; and

(ii) From each Member's Capital Account there will be debited (A) the amount of money distributed to such Member pursuant to any provision of this Agreement, (B) the Gross Asset Value of any property distributed to such Member pursuant to any provision of this Agreement, (C) such Member's distributive share of Net Loss and any items in the nature of expenses or losses which are specially allocated to such Member pursuant to this Agreement, and (D) the amount of any liabilities of such Member considered, under Section 752 of the Code, to be assumed by the LLC or to which any property contributed by such Member to the LLC is subject.

(iii) In the event any interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Treasury Regulations.

(v) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the Board shall determine it is prudent to modify the manner in which the Capital Accounts, or any additions thereto or subtractions therefrom, are computed in order to comply with such Treasury Regulations, the Board may make such modification, *provided that* it is not likely

to have a material effect on the amounts distributable to any Member pursuant to Article 8 hereof upon the dissolution of the LLC.

(b) The LLC may (as determined by the Board) adjust the Capital Accounts of its Members to reflect revaluations of the LLC property whenever the adjustment would be permitted under Treasury Regulations Section 1.704-1(b)(2)(iv)(f). In the event that the Capital Accounts of the Members are so adjusted, (i) the adjustment shall be based on the fair market value of the LLC property, as determined by the Board, on the date of adjustment, (ii) the adjustment shall reflect the manner in which unrealized income, gain, loss, or deduction inherent in such property of the LLC (that has not been previously reflected in Capital Accounts) would be allocated among the Members if there were a taxable disposition of such property at fair market value on that date, (iii) the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property and (iv) the Members' distributive shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Section 704(c) of the Code. In the event that Code Section 704(c) applies to the LLC's property, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain and loss, as computed for book purposes, with respect to such property. The amount of all distributions to Members shall be determined pursuant to Article 8.

7.02 Capital Contributions by Members. Each Member holding Units shall be obligated to make contributions to the capital of the LLC, if any, up to the aggregate amount of such Member's Capital Contribution specified opposite such Member's name on Schedule A, which shall include such Member's initial Capital Contribution. Capital Contributions may be paid in cash or property, in exchange for Common Units, Series A Preferred Units or as otherwise agreed by the Board. Except as set forth on Schedule A, no Member shall be entitled or required to make any contribution to the capital of the LLC; however, the LLC may borrow from its Members as well as from banks or other lending institutions to finance its working capital or the acquisition of assets upon such terms and conditions as shall be approved by the Board, and any borrowing from Members shall not be considered Capital Contributions or reflected in their Capital Accounts. In the event of additional Capital Contributions, Schedule A shall be amended to reflect such additional Capital Contributions. No Member shall be entitled to any interest or compensation with respect to such Member's Capital Contribution or any services rendered on behalf of the LLC except as specifically provided in this Agreement or approved by the Board. No Member shall have any liability for the repayment of the Capital Contribution of any other Member and each Member shall look only to the assets to the LLC for return of such Member's Capital Contribution.

7.03 Preemptive Rights.

(a) Right to Participate in Certain Sales of Additional Securities. The LLC agrees that it will not sell or issue or agree to sell or issue: (a) any Units (which for purposes of this Section 7.03 shall include any economic or other interest in the LLC), (b) securities convertible into or exercisable or exchangeable for Units, (c) options, warrants or rights carrying any rights to purchase Units or (d) debt securities, notes or other indebtedness that are or may

become convertible into, exchangeable into or exercisable for Units, unless the LLC first submits a written notice to each Member holding Series A Preferred Units or Vested Common Units (each an "Eligible Member") identifying the terms of the proposed sale (including price, number or aggregate principal amount of securities and all other material terms), and offers to each Eligible Member the opportunity to purchase its Pro Rata Allotment (as hereinafter defined) of the securities (subject to increase for overallotment if some Eligible Members do not fully exercise their rights) on terms and conditions, including price, not less favorable than those on which the LLC proposes to sell such securities to a third party or parties (a "Pre-Emptive Right Notice"). The LLC's offer pursuant to this Section 7.03 shall remain open and irrevocable for a period of twenty (20) days following receipt by the Eligible Member of such written notice.

(b) Eligible Member Acceptance. Each of the Eligible Members shall have the right to purchase its Pro Rata Allotment by giving written notice of such intent to participate (the "Pre-Emptive Right Acceptance Notice") to the LLC within twenty (20) days after receipt by such Eligible Member of the Pre-Emptive Right Notice (the "Pre-Emptive Right Acceptance Election Period"). Each Pre-Emptive Right Acceptance Notice shall indicate the maximum number or amount, as applicable, of securities subject thereto which the Eligible Member wishes to buy, including the number or amount, as applicable, of securities it would buy if one or more other Eligible Members do not elect to participate in the sale on the terms and conditions stated in the Pre-Emptive Right Notice.

(c) Calculation of Pro Rata Allotment. Each Eligible Member's "Pro Rata Allotment" of such securities shall be based on the ratio which the number of Series A Preferred Units and Vested Common Units owned by such Eligible Member (including for each holder of Series A Preferred Units, as though such holder owned a pro-rata percentage of any Unvested Common Units which have been forfeited or cancelled as of such date based on each such holder's relative holdings of Series A Preferred Units) bears to all of the issued and outstanding Series A Preferred Units and Vested Common Units held by all Eligible Members (including all Common Units forfeited or cancelled as of such date) as of the date of such written offer. If one or more Eligible Members do not elect to purchase their full respective Pro Rata Allotment, each of the electing Eligible Members may purchase such available shares of such Eligible Members' allotments taking into account the maximum amount each is wishing to purchase on a pro rata basis, based upon the relative holdings of Series A Preferred Units and Vested Common Units of each of the electing Eligible Members in the case of over subscription. Unvested Common Units held by any Eligible Members shall be deemed outstanding for purposes of the calculation of Pro Rata Allotment hereunder.

(d) Sale to Third Party. Any securities so offered that are not purchased by the Eligible Members pursuant to the offer set forth in Section 7.03(a) above, may be sold by the LLC, but only on terms and conditions not more favorable to the purchaser than those set forth in the notice to Eligible Members, at any time after five (5) days but within sixty (60) days following the termination of the above referenced twenty (20) day period, but may not be sold to any other Person or on terms and conditions, including price, that are more favorable to the purchaser than those set forth in such offer or after such sixty (60) day period without renewed compliance with this Section 7.03. If the LLC does not consummate the sale of any securities so offered within such sixty (60) day period, the right to purchase granted under this Section 7.03 shall be deemed

to be revived and such securities shall not be offered unless first reoffered to Eligible Members in accordance with this Section 7.03.

(e) Exceptions to Pre-Emptive Rights. Notwithstanding the foregoing, the right to purchase granted under this Section 7.03 shall be inapplicable with respect to: (i) the issuance of Common Units or Class P Units (as appropriately adjusted for any split, combination, reorganization, recapitalization, reclassification, unit distribution, unit dividend or similar event) issued or issuable in connection with, or upon the exercise of, options or other awards granted or to be granted to employees, officers or directors of the LLC or its Subsidiaries pursuant to this Agreement (including Schedule B hereto) or the Equity Incentive Plan (if any), including Common Units or Class P Units issued in replacement of such Common Units or Class P Units repurchased or issuable upon the exercise of any options to purchase such Common Units or Class P Units in each case, to the extent permitted under this Agreement or the Equity Incentive Plan approved by the Board (if any); (ii) securities issued as a result of any split, dividend, reclassification or reorganization or similar event with respect to the Units; (iii) Common Units issued upon exchange of, or as a dividend on, the Series A Preferred Units; (iv) securities issued in connection with the LLC's (or its successor's) initial public offering, or (v) any securities for which a Series A Majority Interest waives such right on behalf of all Eligible Members.

(f) Assignment of Rights. Subject to Article 9 hereof, each Eligible Member shall have the right to assign its rights under this Section 7.03 to any Permitted Transferee (as defined in Section 9.02) of such Eligible Member's Units, and shall further have the right to assign and transfer such Eligible Member's right to accept any particular offer under Section 7.03(a) hereof to any Affiliates of such Eligible Member, and any such Transferee shall be deemed within the definition of a "Member" for purposes of this Section 7.03.

(g) Termination. The rights contained in this Section 7.03 shall terminate upon the consummation of a QPO.

ARTICLE 8
DISTRIBUTIONS AND ALLOCATIONS

8.01 Distribution of the LLC's Funds.

(a) Distributions. Except as otherwise limited by the Act, or other provisions of this Article 8, all amounts which are determined by the Board to be available for distribution shall be distributed to the Members in the following order and priority:

(i) first, to the Members holding Series A Preferred Units in proportion to their respective number of Series A Preferred Units, in an amount equal to the cumulative Series A Unpaid Preferred Return of all such Series A Preferred Units for all periods or portions thereof through the time of such distribution;

(ii) second, to the Members holding Series A Preferred Units in proportion to their respective number of Series A Preferred Units, in an amount equal to the aggregate Series A Preferred Unreturned Contributions of all such Series A Preferred Units as of such time until repaid in full;

(iii) third, to the Members holding Vested Common Units in proportion to their respective number of Vested Common Units, in an amount equal to the product of (A) the aggregate number of Vested Common Units outstanding as of such time multiplied by (B) the Catch-Up Amount;

(iv) thereafter, subject to any limitations attributable to one or more Benchmark Amounts described in Section 8.01(b) or the limitations set forth in Section 2.02(e), any remaining amounts to the Members holding Vested Common Units, Vested Class P Units and/or Series A Preferred Units, in proportion to their respective Ownership Percentage. For purposes of applying this Section 8.01(a)(iv), (A) (1) any amounts which would have been payable with respect to any Unvested Common Units if such Units were Vested Common Units shall be paid to the Members holding Series A Preferred Units, in proportion to their respective number of Series A Preferred Units and (2) any amounts which would have been payable with respect to any Unvested Class P Units if such Units were Vested Class P Units shall be paid to the Members holding Series A Preferred Units and Vested Common Units in proportion to the number of such Units held by such holders, (B) in the event that any issued Common Units are cancelled, forfeited or repurchased by the LLC, any amounts which would have been payable with respect to any such Common Units if such Common Units were not cancelled, forfeited or repurchased by the LLC shall be paid to the Members holding Series A Preferred Units in proportion to their respective number of Series A Preferred Units and (C) in the event that any issued Class P Units are cancelled, forfeited or repurchased by the LLC, any amounts which would have been payable with respect to any such Class P Units if such Class P Units were not cancelled, forfeited or repurchased by the LLC shall be paid to the Members holding Series A Preferred Units and Vested Common Units, in proportion to the number of such Units held by such holders.

(b) Application of Benchmark Amount. Any Unit with an associated Benchmark Amount shall not be included for purposes of, and shall not participate in, distributions pursuant to Section 8.01(a) until an aggregate amount equal to the Benchmark Amount associated with such Unit has been distributed (after the issuance of such Unit) under Section 8.01(a), it being understood that, solely for the purposes of Section 8.01(a), such Unit shall not be considered to be issued or outstanding until such previous distributions have been made and, thereafter, such Unit shall be treated as issued and outstanding and shall participate in any remaining amounts to be distributed in accordance with Section 8.01(a).

(c) Common Unit/Class P Unit Catch-Up.

(i) In furtherance of the provisos set forth in Section 8.01(a)(iv), each of the Members hereby agrees and acknowledges that Unvested Common Units shall not entitle the holder thereof to any distributions, other than Tax Distributions as set forth in Section 8.01(d), with respect to any such Unvested Common Units until, and only if, such Units become Vested Common Units as set forth on Schedule B hereto. To the extent that Common Units are Unvested Common Units as of the date of a distribution, amounts otherwise payable to holders of such Unvested Common Units pursuant to Section 8.01(a)(iv) shall be paid to the holders of Series A Preferred Units ratably among such

Members who hold Series A Preferred Units based upon the relative number of Series A Preferred Units held by each such Member as of the date of such distribution. In the event any such Unvested Common Units become Vested Common Units, and the holders of such Unvested Common Units would have been entitled to a distribution (for the avoidance of doubt, excluding all Tax Distributions) had such Unvested Common Units been vested, then, following the vesting of any such Common Units, prior to making any further distributions under Section 8.01(a)(iv), the Board shall make a distribution from the amounts otherwise distributable to the holders of Series A Preferred Units and Vested Common Units to the Member(s) holding such newly Vested Common Units in an amount equal to (A) the portion of the distribution that such Member(s) would have received if their Unvested Common Units had been Vested Common Units as of the date of the prior distribution, plus (B) additional distributions to the Members then holding Vested Common Units in such proportions and amounts as determined by the Board to be necessary to cause aggregate distributions to such Members under Section 8.01(a)(iv) and this sentence to be in proportion to total outstanding Vested Common Units and Series A Preferred Units. For purposes of calculating amounts distributable to holders of newly Vested Common Units pursuant to this paragraph, all Common Units that have been cancelled, forfeited or repurchased by the LLC prior to any such distribution shall be treated as outstanding Series A Preferred Units (and not Common Units or Class P Units) solely for the purpose of Section 8.01(a)(iv) as of the date of determination of each such distribution.

(ii) In furtherance of the provisos set forth in Section 8.01(a)(iv), each of the Members hereby agrees and acknowledges that Unvested Class P Units shall not entitle the holder thereof to any distributions, other than Tax Distributions as set forth in Section 8.01(d), with respect to any such Unvested Class P Units until, and only if, such Units become Vested Class P Units as set forth in the Equity Incentive Plan and the applicable Award Agreements thereunder. To the extent that amounts otherwise payable to holders of Vested Class P Units (whether such Class P Units are subject to time and/or performance based vesting) have been paid to the holders of Series A Preferred Units and/or Vested Common Units, then, following the vesting of any such Class P Units, prior to making any further distributions under Section 8.01(a)(iv), the Board shall make a subsequent distribution from the amounts otherwise distributable to the holders of Series A Preferred Units and Vested Common Units to the Member(s) holding such newly Vested Class P Units in an amount equal to (A) the portion of the distribution that such Member(s) would have received if their Unvested Class P Units were Vested Class P Units as of the date of the prior distribution, **plus** (B) additional distributions to the Members then holding Vested Class P Units in such proportions and amounts as determined by the Board to be necessary to cause aggregate distributions to such Members under Section 8.01(a)(iv) and this sentence to be in proportion to total outstanding Vested Class P Units, Vested Common Units and Series A Preferred Units.

(iii) If distributions are to be made to both Vested Common Units and Vested Class P Units pursuant to the foregoing provisions of this Section 8.01(c), the Board shall apportion such distributions among the Vested Common Units, on the one hand, and the Vested Class P Units, on the other hand, pro-rata in accordance with the relative Ownership Percentages of the holders of such Units.

(d) Tax Distributions. Except as otherwise limited by the Act, and subject to determination by the Board in its sole discretion that the LLC has available for funds, within ninety (90) days following the end of each calendar year (or such shorter period as is determined at any time by the Board in its sole discretion), the LLC shall distribute to each Member, with respect to each class of Units held by such Member, an amount (a "Tax Distribution") equal to the Member's Tax Liability (as defined below) in respect of such class of Units since the last date on which a Tax Distribution was made. A Member's "Tax Liability" shall give effect to the class of Units then held by the applicable Member and shall be equal to the product of (i) the Tax Rate (as defined below) and (ii) the Member's allocable share of the LLC's net taxable income, if any, for the period since the last period for which a Tax Distribution was made (as determined under Code Section 703(a) but including separately stated items described in Code Section 702(a)) in respect of such class of Units; *provided*, that items of income, gain, loss and deduction attributable to the sale or exchange of all or substantially all of the assets of the LLC shall be excluded from such calculation. The "Tax Rate" shall mean, for any period, an assumed rate equal to the highest effective combined U.S. federal, state and local tax rate that is applicable, which may be equitably adjusted in the discretion of the Board to account for periods during which the Tax Rate changes. In the event a Member's allocable share of the LLC's net taxable income in respect of a class of Units for any period is negative, such negative amount shall be carried forward and taken into account for all purposes of this Section 8.01 (including application of this sentence) in determining such Member's distributive share of the LLC's net taxable income in respect of such class of Units in each subsequent period (whether or not in the same Taxable Year) until such negative amount is offset in full by positive net taxable income. Any Tax Distributions received by a Member in respect of such Member's Series A Preferred Units, Common Units or Class P Units shall be considered advances of amounts otherwise distributable to such Member pursuant to Section 8.01(a)(iv) only. Nothing herein shall limit, or be deemed to limit, the making of Tax Distributions with respect to Unvested Common Units or Unvested Class P Units.

(e) Distributions Limited. No Member shall be entitled to any distribution or payment with respect to its interest in the LLC upon the resignation or withdrawal of such Member except to the extent that the LLC exercises its option to purchase the interest of such Member under Section 10.05. Distributions may be limited and repayable as provided in the Act.

(f) Erroneous Distributions. If the LLC has, pursuant to any clear and manifest accounting or similar error, paid any Member an amount in excess of the amount to which it is entitled pursuant to this Article 8, such Member will reimburse the LLC to the extent of such excess, without interest, within thirty (30) days after demand by the LLC.

8.02 Distribution Upon Liquidation Events. Upon any Sale Event, liquidation, dissolution or winding up, voluntary or involuntary, of the LLC (each such event, a "Liquidation Event"), amounts available upon such Liquidation Event, after payment of, or adequate provision for, the debts and obligations of the LLC, including the expenses of its liquidation and dissolution, the payment of any liabilities to its Officers or Members, if any, other than liabilities to Members for distributions shall be distributed and applied in the following priorities:

(a) First, to fund reserves to the extent deemed appropriate by the Board for contingent, conditional, unmatured or other liabilities of the LLC not otherwise paid or provided for, *provided that* upon the expiration of such period of time as the Board shall deem advisable,

the balance of such reserves remaining after payment of such liabilities shall be distributed in the manner hereinafter set forth; and

(b) Thereafter, as provided in Section 8.01(a), Section 8.01(b) and Section 8.01(c).

8.03 Distribution of Assets in Kind. No Member shall have the right to require any distribution of any assets of the LLC to be made in cash or in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed pursuant to Section 8.01(a) on the basis of their fair market value as determined by the Board. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Board, receive separate assets of the LLC, and not an interest as tenant-in-common with other Members so entitled in each asset being distributed.

8.04 Withholding.

(a) The LLC is authorized to withhold from distributions to a Member, and to pay over to a U.S. federal, state or local government, any amounts required to be withheld pursuant to the Code or any provisions of any other U.S. federal, state or local law (a "Withholding Payment"). Any Withholding Payment will be treated as having been distributed to such Member pursuant to this Article 8 for all purposes of this Agreement, and will be offset against the amounts otherwise distributable to such Member. Each Member shall reimburse the LLC for any liability it may incur for the failure to properly withhold taxes in respect of such Member. Each Member hereby agrees that none of the LLC or the Board shall be liable for any excess taxes withheld in respect of a Member's interest in the LLC and that, in the event of over-withholding, a Member's sole recourse shall be to apply for a refund from the applicable governmental authority. Any refund of taxes previously withheld by a third-party shall be apportioned among the Members in a manner reasonably determined by the Board to offset the prior operation of this Section 8.04(a) in respect of such withheld taxes. In addition, if the LLC is obligated to pay any taxes (including penalties, interest and any addition to tax) to any governmental authority that are attributable to a Member's transfer of an interest in the LLC, including, without limitation, on account of Sections 864 or 1446 of the Code, then (x) both such former Member and such former Member's transferee(s) shall indemnify the LLC in full for the entire amount paid or payable, (y) the Board may offset future distributions to which such Member's transferee(s) is otherwise entitled under this Agreement against such Person's obligation to indemnify the LLC under this Section 8.04(a) and (z) such amounts shall be treated as a Withholding Payment pursuant to this Section 8.04(a) with respect to both such former Member and such former Member's transferee(s), as applicable.

(b) If it is anticipated that, at the due date of a Withholding Payment, the LLC's withholding obligation, the Member's share of cash distributions or other amount due is less than the amount of the withholding obligation, the Member with respect to which the withholding obligation applies shall pay to the LLC the amount of such shortfall within thirty (30) days after notice by the LLC. If a Member fails to make the required payment when due hereunder, and the LLC nevertheless pays the withholding, in addition to the LLC's remedies for breach of this Agreement, the amount paid shall be deemed a recourse loan from the LLC to such Member bearing interest at a rate of 8% per annum, and the LLC shall apply all distributions or payments that would otherwise be made to such Member toward payment of the loan and interest, which

payments or distributions shall be applied first to interest and then to principal until the loan is repaid in full.

(c) Any "imputed underpayment" within the meaning of Code Section 6225 or a similar provision of state or local law paid (or payable) by the LLC as a result of an adjustment with respect to any item of the LLC, including any interest or penalties with respect to any such adjustment and any cost or expenses incurred in connection thereto (collectively, an "Imputed Underpayment Amount"), shall be treated as if it were paid by the LLC as a Withholding Payment with respect to the appropriate Members. The Board shall reasonably determine the portion of an Imputed Underpayment Amount attributable to each Member or former Member. The portion of the Imputed Underpayment Amount that the Board attributes to a Member shall be treated as a Withholding Payment with respect to such Member. The portion of the Imputed Underpayment Amount that the Board attributes to a former Member of the LLC shall be treated as a Withholding Payment with respect to such former Member's transferee(s) or assignee(s), as applicable. Imputed Underpayment Amounts treated as Withholding Payments also shall include any imputed underpayment within the meaning of Code Section 6225 or a similar provision of state or local law paid (or payable) by any entity treated as a partnership for U.S. federal income tax purposes in which the LLC holds (or has held) a direct or indirect interest other than through entities treated as corporations for U.S. federal income tax purposes to the extent that the LLC bears the economic burden of such amounts, whether by law or agreement.

(d) Each Member agrees to indemnify and hold harmless the LLC and the Board from and against any and all liability with respect to Withholding Payments required on behalf of, or with respect to, such Member. A Member's obligation to so indemnify shall survive the liquidation and dissolution of the LLC and/or unless otherwise agreed by the LLC, the Member's withdrawal from the LLC or assignment of its interests and the LLC may pursue and enforce all rights and remedies it may have against each such Member under this Section 8.04.

8.05 Allocations.

(a) Allocation of Net Profit and Net Loss. Subject to the other provisions of this Section 8.05, for purposes of adjusting the Capital Accounts of the Members, the Net Profit, Net Loss and, to the extent necessary, individual items of income, gain, loss, credit and deduction, for any Taxable Year shall be allocated among the Members in a manner such that the Adjusted Capital Account of each Member, immediately after making such allocation is, as nearly as possible, equal (proportionately) to the distributions that would be made to such Member pursuant to Section 8.02 if the LLC were dissolved, its affairs wound up and its assets sold for cash equal to their Gross Asset Value, all the LLC's liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Gross Asset Value of the asset securing such liability), and the net assets of the LLC were distributed in accordance with Section 8.02 to the Members immediately after making such allocation, for this purpose treating all Unvested Common Units and Unvested Class P Units as Vested Common Units and Vested Class P Units, respectively.

(b) Regulatory Allocations. Notwithstanding any other provision in this Agreement to the contrary, the following special allocations will be made in the following order:

(i) Minimum Gain Chargeback. If there is a net decrease in LLC Minimum Gain or Member Minimum Gain during any Taxable Year, each Member will be specially allocated items of the LLC's income and gain for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Member's share of the net decrease in such LLC Minimum Gain or Member Minimum Gain, determined in accordance with Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to the Members pursuant thereto. The items to be so allocated will be determined in accordance with Treasury Regulations Section 1.704-2. This provision is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and will be interpreted consistently therewith.

(ii) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) with respect to such Member's Capital Account, items of the LLC's income and gain will be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit balance in the Adjusted Capital Account of such Member as quickly as possible; *provided that*, an allocation pursuant to this Section 8.05(b)(ii) will be made only if and to the extent that such Member would have an Adjusted Capital Account deficit after all other allocations provided for in this Section 8.05 have been tentatively made as if this Section 8.05(b)(ii) were not in this Agreement. This Section 8.05(b)(ii) is intended to constitute a "qualified income offset" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and will be interpreted consistently therewith.

(iii) Certain Additional Adjustments. To the extent that an adjustment to the adjusted tax basis of any of the LLC's assets pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its interest in the LLC, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the LLC in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(iv) Nonrecourse Deductions. Any Nonrecourse Deductions for any Taxable Year or other period will be allocated among the Members in proportion to the number of Units held by them.

(v) Member Nonrecourse Deductions. The Member Nonrecourse Deductions shall be allocated each year to the Member that bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(vi) Curative Allocations. The allocations set forth in this Section 8.05(b) are intended to comply with certain requirements of Treasury Regulations under Section 704 of the Code. Notwithstanding any other provision of this Article 8 (other than this Section 8.05(b)), the regulatory allocations in this Section 8.05(b) will be taken into account in allocating other LLC items of income, gain, loss, deduction and expense among the Members so that, to the extent possible, the net amount of allocations of other LLC items and such regulatory allocations will be equal to the net amount that would have been allocated to the Members pursuant to this Article 8 if such regulatory allocations had not been made.

(vii) Creditable Foreign Taxes. Any creditable foreign taxes within the meaning of Treasury Regulations Section 1.704-1(b)(4)(viii) will be allocated among the Members in proportion to the Members' distributive shares of income to which the creditable foreign tax relates, pursuant to Treasury Regulations Section 1.704-1(b)(4)(viii).

(c) Tax Allocations. Each item of income, gain, loss, deduction or credit for U.S. federal, state and local income tax purposes will be allocated among the Members in the same proportions as the corresponding "book" items are allocated pursuant to Sections 8.05(a) and Section 8.05(b), except as otherwise provided herein. The tax allocations made pursuant to this Section 8.05(c) will be solely for tax purposes and will not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement. In the case of contributed or revalued property, items of income, gain, loss, deduction and credit will be allocated solely for U.S. federal income tax purposes in a manner consistent with the requirements of Section 704(c) of the Code to take into account the difference between the fair market value of such property and its adjusted tax basis at the time of contribution or revaluation. The LLC may use any allowable method under Section 704(c) of the Code and the Treasury Regulations promulgated thereunder with respect to differences between tax basis and Gross Asset Value of assets, other than any asset contributed or deemed contributed by the Members in connection with the formation of the LLC.

(d) Other Tax Provisions.

(i) For any Taxable Year or other period during which any part of an interest in the LLC is transferred between the Members or to another person, the portion of the Net Profit, Net Loss and other items of income, gain, loss, deduction and credit that are allocable with respect to such part of an interest in the LLC shall be apportioned between the transferor and the transferee using any method allowed pursuant to Section 706 of the Code and the applicable Treasury Regulations as chosen by the Board.

(ii) In the event that the Code or any Treasury Regulations require allocations of items of income, gain, loss, deduction or credit different from those set forth in this Section 8.05, the Board is hereby authorized to make new allocations in reliance on the Code and such Treasury Regulations, and no such new allocation shall give rise to any claim or cause of action by any Member.

(iii) For purposes of determining a Member's proportional share of the LLC's "excess nonrecourse liabilities" within the meaning of Treasury Regulations

Section 1.752-3(a)(3), each Member's interest in Net Profit shall be such Member's respective interest in the LLC.

ARTICLE 9
TRANSFERS OF INTERESTS

9.01 General Restrictions on Transfer. No Member may Transfer all or any part of its Units without first complying with the provisions of this Article 9 and, in the case of the Class P Units, the Equity Incentive Plan and the applicable Award Agreement; *provided that*, a Series A Majority Interest may waive the provisions of Sections 9.04, 9.05, 9.06 or 9.07 with regard to any Transfer. For the purpose of this Agreement, an indirect Transfer shall include any Transfer of Units to any other Person and then Transferring or permitting the Transfer by such other Person in whole or in part.

9.02 Permitted Transfers. Notwithstanding the provisions of this Article 9, a Member may Transfer all or a portion of such Member's Units, without compliance with the terms of Sections 9.04, 9.05, 9.06 or 9.07, as applicable, *provided that* (i) the Member delivers prior written notice to the LLC of such Transfer and the Transferee, as a condition to such Transfer agrees in writing to be bound by the terms of this Agreement as a Member, (ii) such Transfer would not cause the LLC to be subject to taxation at the entity level for U.S. federal income tax purposes or cause material adverse tax consequences to the LLC or the Members, and (iii) with regard only to Transfers pursuant to subsection (a) below, the Transferee executes a proxy in favor of the transferor giving the transferor full right, power and authority to vote and otherwise control the Units being transferred, to any of the following Persons (each such Person, a "Permitted Transferee"):

(a) with respect to a Member that is a natural person, during the lifetime of such Member a trust or other Person established for the primary benefit of that Member, or such Member's immediate family, and controlled by such Member;

(b) with respect to a Member that is not a natural person, another person or entity that is an Affiliate of such Member; or

(c) with respect to a Member that is a natural person and following the death of such Member, to the beneficiary of a will, intestacy probate proceeding or similar proceeding or process with respect to such Member.

9.03 Effect of Transfer. If the Transferee is admitted as a Member or is already a Member, the Member Transferring its Units shall be relieved of liability with respect to the Transferred Units arising or accruing under this Agreement on or after the effective date of the Transfer, unless the transferor affirmatively assumes such liability; *provided, however*, that the transferor shall not be relieved of any liability for prior distributions unless the Transferee affirmatively assumes such liabilities.

(a) Any Person who acquires in any manner Units or any part thereof in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted as a Member, shall be deemed by the acquisition of such Units to have agreed to be subject to and bound by all of the provisions of this Agreement with respect

to such Units, including without limitation, the provisions hereof with respect to any subsequent Transfer of such Units.

(b) The LLC, its Officers and Members shall be entitled to treat the record owner of Units in the LLC as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such Units has been received and accepted by the Board and recorded on the books of the LLC. The Board may refuse to accept and record an assignment until the end of the next successive monthly accounting period of the LLC.

(c) Any Transfer in violation of any provisions of this Agreement shall be null and void and ineffective to Transfer any Units in the LLC and shall not be binding upon or be recognized by the LLC, and any such Transferee shall not be treated as or deemed to be a Member for any purpose. In the event that any Member shall at any time Transfer its Units in violation of any of the provisions of this Agreement, the LLC and the other Members, in addition to all rights and remedies at law and equity, shall have and be entitled to an order restraining or enjoining such transaction, it being expressly acknowledged and agreed that damages at law would be an inadequate remedy for a Transfer in violation of this Agreement.

9.04 Right of First Refusal on Common Units and Class P Units. In the event that any Member (other than the Investors) holding Common Units or Class P Units (each, a "Common Transferring Member") receives a bona fide offer to purchase all or any portion of the Units held by such Member (a "Proposed Common Transaction") from a Person other than a Permitted Transferee, such Transferring Member may, subject to the provisions of Sections 9.01, 9.02 and 9.05 hereof, Transfer such Units pursuant to and in accordance with the following provisions of this Section 9.04:

(a) The Common Transferring Member shall cause the Proposed Common Transaction and all of the terms thereof to be reduced to writing and shall promptly notify the LLC and the holders of Series A Preferred Units and the holders of Vested Common Units (such holders, the "Common Rights Holders") of such Common Transferring Member's desire to effect the Proposed Common Transaction and otherwise comply with the provisions of this Section 9.04 and, if applicable, Section 9.05 (such notice, the "Common Offer Notice"). The Common Transferring Member's Common Offer Notice shall constitute an irrevocable offer to sell all of the Units which are the subject of the Proposed Common Transaction (the "Offered Common Units") to the LLC and the Common Rights Holders, on the basis described below, at a purchase price equal to the price contained in, and on the same terms and conditions of, the Proposed Common Transaction. The Common Offer Notice shall be accompanied by a true copy of the Proposed Common Transaction (which shall identify the proposed buyer (the "Common Buyer") and all relevant information in connection therewith).

(b) The LLC shall have the first option to purchase all or a portion of the Offered Common Units. At any time within twenty (20) days after receipt by the LLC of the Common Offer Notice (the "LLC Common Option Period"), the LLC may elect to accept the offer to purchase with respect to any or all of the Offered Common Units and shall give written notice of such election (the "LLC Common Acceptance Notice") to the Common Transferring Member within the LLC Common Option Period, which notice shall indicate the number of Units that the

LLC is willing to purchase. The LLC Common Acceptance Notice shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Units covered by the LLC Common Acceptance Notice. If the LLC accepts the offer to purchase all of the Offered Common Units, the closing for such purchase of the Offered Common Units by the LLC under this Section 9.04(b) shall take place within thirty (30) days following the expiration of the LLC Common Option Period, at the offices of the LLC or on such other date or at such other place as may be agreed to by the Common Transferring Member and the LLC. If the LLC fails to purchase all of the Offered Common Units by exercising its option under this Section 9.04(b) within the period provided, the Common Transferring Member shall so notify the Common Rights Holders promptly (the "Additional Common Offer Notice"), which Additional Common Offer Notice shall identify the Offered Common Units that the LLC has failed to purchase (the "Remaining Common Units"). The Remaining Common Units shall be subject to the options granted to the Common Rights Holders pursuant to Section 9.04(c) below.

(c) If the LLC fails to purchase all of the Offered Common Units under Section 9.04(b) above, at any time within thirty (30) days after receipt by the Common Rights Holders of the Additional Common Offer Notice (the "Common Option Period"), each Common Rights Holder may elect to accept the offer to purchase with respect to any or all of the Remaining Common Units and shall give written notice of such election (the "Common Acceptance Notice") to the Common Transferring Member, each Common Rights Holder and the LLC within the Common Option Period, which notice shall indicate the maximum number of Units that the Common Rights Holder is willing to purchase, including the number of Units it would purchase if one or more other Common Rights Holders do not elect to purchase their Pro Rata Common Fractions (as defined in paragraph (d) below). The Common Acceptance Notice shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Units covered by the Common Acceptance Notice. The closing for any purchase of Units by the Common Rights Holders under this Section 9.04(c) (along with the purchase by the LLC of any Units under paragraph (b) above if the LLC is purchasing less than all of the Offered Common Units) shall take place within thirty (30) days following the expiration of Common Option Period, at the offices of the LLC or on such other date or at such other place as may be agreed to by the Common Transferring Member and such Common Rights Holders. The Common Transferring Member shall notify the Common Rights Holders promptly if any Common Rights Holder fails to offer to purchase all of its Pro Rata Common Fraction (as defined below).

(d) Upon the expiration of the Common Option Period, the number of Units to be purchased by each Common Rights Holder shall be determined as follows: (i) first, there shall be allocated to each Common Rights Holder electing to purchase, a number of Units equal to the lesser of (A) the number of Units as to which such Common Rights Holder accepted as set forth in its respective Common Acceptance Notice or (B) such Common Rights Holder's Pro Rata Common Fraction and (ii) second, the balance, if any, not allocated under clause (i) above, shall be allocated to those Common Rights Holders who within the Common Option Period delivered a Common Acceptance Notice that set forth a number of Units that exceeded their respective Pro Rata Common Fractions, in each case on a pro rata basis in proportion to the number of Units held by each such Common Rights Holder up to the amount of such excess. A Common Rights Holder's "Pro Rata Common Fraction" shall be equal to the product obtained by multiplying the total number of Remaining Common Units by a fraction, the *numerator* of which is the total number of Series A Preferred Units and Vested Common Units owned by such Common Rights

Holder (including for each holder of Series A Preferred Units, as though such holder owned a pro-rata percentage of any Common Units which are unvested or have been forfeited or cancelled as of such date based on each such holder's relative holdings of Series A Preferred Units), and the *denominator* of which is the total number of Series A Preferred Units and Vested Common Units held by all Common Rights Holders (including all Common Units which are unvested or have been forfeited or cancelled as of such date), in each case as of the date of the Common Offer Notice.

(e) In the event that the price set forth in the Common Offer Notice is stated in consideration other than cash or cash equivalents, the Common Transferring Member, the LLC and the a Series A Majority Interest shall mutually determine the fair market value of such consideration, reasonably and in good faith, and the LLC and/or the Common Rights Holders, as the case may be, may effect their purchase under this Section 9.04 by payment of such fair market value in cash or cash equivalents.

(f) In the event that the LLC and the Common Rights Holders do not elect to exercise the rights to purchase under this Section 9.04 with respect to all of the Units proposed to be sold, the Common Transferring Member may sell any such remaining Units to the Common Buyer on the terms and conditions set forth in the Common Offer Notice, subject to the provisions of Sections 9.03 and 9.05. Promptly after such Transfer, the Common Transferring Member shall notify the LLC, which in turn shall promptly notify all of the Common Rights Holders, of the consummation thereof and shall furnish such evidence of the completion and time of completion of the Transfer and of the terms thereof as may reasonably be requested by a Series A Majority Interest. Prior to the effectiveness of any Transfer to a Common Buyer hereunder, such Common Buyer shall have agreed in writing to be bound by this Agreement in the same manner as the transferor, and such Common Buyer shall have all of the rights and obligations hereunder as if such Common Buyer were a Member. If the Common Transferring Member's sale to a Common Buyer is not consummated in accordance with the terms of the Proposed Common Transaction on or before sixty (60) calendar days after the latest of: (i) the expiration of the LLC Common Option Period, (ii) the expiration of the Common Option Period, (iii) the expiration of the Common Co-Sale Election Period set forth in Section 9.05(b) below, if applicable, and (iv) the satisfaction of all governmental approval or filing requirements, the Proposed Common Transaction shall be deemed to lapse, and any Transfers of Units pursuant to such Proposed Common Transaction shall be in violation of the provisions of this Agreement unless the Common Transferring Member sends a new Common Offer Notice and once again complies with the provisions of this Section 9.04 with respect to such Proposed Common Transaction.

9.05 Co-Sale Option on Common Units and Class P Units. In the event that the LLC and/or the Common Rights Holders do not exercise their rights under Section 9.04 with respect to all of the Units proposed to be so Transferred in connection with any Proposed Common Transaction, the Common Transferring Member may Transfer such Units only pursuant to and in accordance with the following provisions of this Section 9.05:

(a) Co-Sale Notice. As soon as practicable following the expiration of the Common Option Period, and in no event later than five (5) days thereafter, the Common Transferring Member shall provide notice to each of the Common Rights Holders (the "Common Co-Sale Notice") of its right to participate in the Proposed Common Transaction on a *pro rata*

basis with the Common Transferring Member (the "Common Co-Sale Option"). To the extent one or more Common Rights Holders exercise their Common Co-Sale Option in accordance with this Section 9.05, the number of Units that the Common Transferring Member may Transfer in the Proposed Common Transaction shall be correspondingly reduced.

(b) Member Acceptance. Each of the Common Rights Holders shall have the right to exercise its Common Co-Sale Option by giving written notice of such intent to participate (the "Common Co-Sale Acceptance Notice") to the Common Transferring Member within fifteen (15) days after receipt by such Common Rights Holder of the Common Co-Sale Notice (the "Common Co-Sale Election Period"). Each Common Co-Sale Acceptance Notice shall indicate the maximum number of Units subject thereto which such Common Rights Holder wishes to sell, including the number of Units it would sell if one or more other Common Rights Holders do not elect to participate in the sale on the terms and conditions stated in the Common Offer Notice. Any Common Rights Holder shall be permitted to sell to the relevant Common Buyer in connection with any exercise of the Common Co-Sale Option with respect to a sale of Units, Series A Preferred Units, Common Units or Class P Units at a price per Series A Preferred Unit, a price per Common Unit and a price per Class P Unit that reflects the rights, preferences and priorities of the Series A Preferred Units relative to the Common Units or Class P Units, as applicable.

(c) Allocation of Units. Each Common Rights Holder shall have the right to sell a portion of its Units pursuant to the Proposed Common Transaction which is equal to or less than the product obtained by multiplying the total number of Units available for sale to the Common Buyer subject to the Proposed Common Transaction by a fraction, the *numerator* of which is the total number of Series A Preferred Units and Vested Common Units owned by such Common Rights Holder (including for each holder of Series A Preferred Units, as though such holder owned a pro-rata percentage of any Common Units forfeited or cancelled as of such date based on each such holder's relative holdings of Series A Preferred Units) and the *denominator* of which is the total number of Series A Preferred Units and Vested Common Units held by all Common Rights Holders (including all Common Units forfeited or cancelled as of such date) and the Common Transferring Member, as of the date of the Common Offer Notice, subject to increase as hereinafter set forth. In the event any Common Rights Holder does not elect to sell the full amount of such Units which such Common Rights Holder is entitled to sell pursuant to this Section 9.05, then any Common Rights Holders who have elected to sell Units shall have the right to sell, on a pro-rata basis (based on the number of Units held by each such Common Rights Holder) with any other Common Rights Holders and up to the maximum number of Units stated in each such Common Rights Holder's Common Co-Sale Acceptance Notice, any Units not elected to be sold by such other Common Rights Holder.

(d) Co-Sale Closing. Within ten (10) calendar days after the end of the Common Co-Sale Election Period, the Common Transferring Member shall promptly notify each participating Common Rights Holder of the number of Units held by such Common Rights Holder that will be included in the sale and the date on which the Proposed Common Transaction will be consummated, which shall be no later than the later of (i) thirty (30) calendar days after the end of the Common Co-Sale Election Period and (ii) the satisfaction of any governmental approval or filing requirements, if any. Each participating Common Rights Holder may effect its participation in any Proposed Common Transaction hereunder by delivery to the Common Buyer, or to the Common Transferring Member for delivery to the Common Buyer, of one or more instruments or

certificates, properly endorsed for transfer, representing the Units it elects to sell pursuant thereto. At the time of consummation of the Proposed Common Transaction, the Common Buyer shall remit directly to each participating Common Rights Holder that portion of the sale proceeds to which the participating Common Rights Holder is entitled by reason of its participation with respect thereto. No Units may be purchased by the Common Buyer from the Common Transferring Member unless the Common Buyer simultaneously purchases from the participating Common Rights Holders all of the Units that they have elected to sell pursuant to this Section 9.05.

(e) Liability of Members. No Common Rights Holder shall be required to make any representations or warranties or to provide any indemnities in connection therewith other than with respect to title to the Units being conveyed.

(f) Sale to Third Party. Any Units held by a Common Transferring Member that are the subject of the Proposed Common Transaction and that the Common Transferring Member desires to Transfer following compliance with this Section 9.05, may be sold to the Common Buyer only during the period specified in Section 9.05(d) and only on terms no more favorable to the Common Transferring Member than those contained in the Common Offer Notice. Promptly after such Transfer, the Common Transferring Member shall notify the LLC, which in turn shall promptly notify all the Common Rights Holders, of the consummation thereof and shall furnish such evidence of the completion and time of completion of the Transfer and of the terms thereof as may reasonably be requested by a Series A Majority Interest. Prior to the effectiveness of any Transfer to a Common Buyer hereunder, such Common Buyer shall have joined this Agreement, and such Common Buyer shall have all the rights and obligations hereunder as if such Common Buyer were a Member. In the event that the Proposed Common Transaction is not consummated within the period required by this Section 9.05 or the Common Buyer fails timely to remit to each participating Common Rights Holder its respective portion of the sale proceeds, the Proposed Common Transaction shall be deemed to lapse, and any Transfer of Units pursuant to such Proposed Common Transaction shall be in violation of the provisions of this Agreement unless the Common Transferring Member sends a new Common Offer Notice and once again complies with the provisions of Sections 9.04 and 9.05 with respect to such Proposed Common Transaction.

9.06 Right of First Refusal on Series A Preferred Units. In the event that any Member holding Series A Preferred Units (a "Preferred Transferring Member") receives a bona fide offer to purchase all or any portion of the Units held by such Investor (a "Proposed Preferred Transaction") from a Person other than a Permitted Transferee, such Preferred Transferring Member may, subject to the provisions of Sections 9.01, 9.02 and 9.07 hereof, Transfer such Units pursuant to and in accordance with the following provisions of this Section 9.06:

(a) The Preferred Transferring Member shall cause the Proposed Preferred Transaction and all of the terms thereof to be reduced to writing and shall promptly notify the LLC and each holder of Series A Preferred Units (the "Preferred Rights Holders") of such Preferred Transferring Member's desire to effect the Proposed Preferred Transaction and otherwise comply with the provisions of this Section 9.06 and, if applicable, Section 9.07 (such notice, the "Preferred Offer Notice"). The Preferred Transferring Member's Preferred Offer Notice shall constitute an irrevocable offer to sell all of the Units which are the subject of the Proposed Preferred Transaction (the "Offered Preferred Units") to the LLC and the Preferred Rights Holders, on the basis described

below, at a purchase price equal to the price contained in, and on the same terms and conditions of, the Proposed Preferred Transaction. The Preferred Offer Notice shall be accompanied by a true copy of the Proposed Preferred Transaction (which shall identify the proposed buyer (the "Preferred Buyer") and all relevant information in connection therewith).

(b) The LLC shall have the first option to purchase all or a portion of the Offered Preferred Units. At any time within twenty (20) days after receipt by the LLC of the Preferred Offer Notice (the "LLC Preferred Option Period"), the LLC may elect to accept the offer to purchase with respect to any or all of the Offered Preferred Units and shall give written notice of such election (the "LLC Preferred Acceptance Notice") to the Preferred Transferring Member within the LLC Preferred Option Period, which notice shall indicate the number of Units that the LLC is willing to purchase. The LLC Preferred Acceptance Notice shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Units covered by the LLC Preferred Acceptance Notice. If the LLC accepts the offer to purchase all of the Offered Preferred Units, the closing for such purchase of the Offered Preferred Units by the LLC under this Section 9.06(b) shall take place within thirty (30) days following the expiration of the LLC Preferred Option Period, at the offices of the LLC or on such other date or at such other place as may be agreed to by the Preferred Transferring Member and the LLC. If the LLC fails to purchase all of the Offered Preferred Units by exercising its option under this Section 9.06(b) within the period provided, the Preferred Transferring Member shall so notify the Preferred Rights Holders promptly (the "Additional Preferred Offer Notice"), which Additional Preferred Offer Notice shall identify the Offered Preferred Units that the LLC has failed to purchase (the "Remaining Preferred Units"). The Remaining Preferred Units shall be subject to the options granted to the Preferred Rights Holders pursuant to Section 9.06(c) below.

(c) If the LLC fails to purchase all of the Offered Preferred Units under Section 9.06(b) above, at any time within thirty (30) days after receipt by the Preferred Rights Holders of the Additional Preferred Offer Notice (the "Preferred Option Period"), each Preferred Rights Holder may elect to accept the offer to purchase with respect to any or all of the Remaining Preferred Units and shall give written notice of such election (the "Preferred Acceptance Notice") to the Preferred Transferring Member and each Preferred Rights Holder within the Preferred Option Period, which notice shall indicate the maximum number of Units that the Preferred Rights Holder is willing to purchase, including the number of Units it would purchase if one or more other Preferred Rights Holders do not elect to purchase their Pro Rata Preferred Fractions (as defined in paragraph (d) below). The Preferred Acceptance Notice shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Units covered by the Preferred Acceptance Notice. The closing for any purchase of Units by the Preferred Rights Holders under this Section 9.06(c) (along with the purchase by the LLC of any Units under paragraph (b) above if the LLC is purchasing less than all of the Offered Preferred Units) shall take place within thirty (30) days following the expiration of Preferred Option Period, at the offices of the LLC or on such other date or at such other place as may be agreed to by the Preferred Transferring Member and such Preferred Rights Holders. The Preferred Transferring Member shall notify the Preferred Rights Holders promptly if any Preferred Rights Holder fails to offer to purchase all of its Pro Rata Preferred Fraction (as defined below).

(d) Upon the expiration of the Preferred Option Period, the number of Units to be purchased by each Preferred Rights Holder shall be determined as follows: (i) first, there shall

be allocated to each Preferred Rights Holder electing to purchase, a number of Units equal to the lesser of (A) the number of Units as to which such Preferred Rights Holder accepted as set forth in its respective Preferred Acceptance Notice or (B) such Preferred Rights Holder's Pro Rata Preferred Fraction and (ii) second, the balance, if any, not allocated under clause (i) above, shall be allocated to those Preferred Rights Holders who within the Preferred Option Period delivered a Preferred Acceptance Notice that set forth a number of Units that exceeded their respective Pro Rata Preferred Fractions, in each case on a pro rata basis in proportion to the number of Units held by each such Preferred Rights Holder up to the amount of such excess. A Preferred Rights Holder's "Pro Rata Preferred Fraction" shall be equal to the product obtained by multiplying the total number of Remaining Preferred Units by a fraction, the numerator of which is the total number of Series A Preferred Units owned by such Preferred Rights Holder, and the denominator of which is the total number of Series A Preferred Units held by all Preferred Rights Holders in each case as of the date of the Preferred Offer Notice.

(e) In the event that the price set forth in the Preferred Offer Notice is stated in consideration other than cash or cash equivalents, the Preferred Transferring Member, the LLC and a Series A Majority Interest shall mutually determine the fair market value of such consideration, reasonably and in good faith, and the LLC and/or Preferred Rights Holders, as the case may be, may affect their purchase under this Section 9.06 by payment of such fair market value in cash or cash equivalents.

(f) In the event that the LLC and the Preferred Rights Holders do not elect to exercise the rights to purchase under this Section 9.06 with respect to all of the Units proposed to be sold, the Preferred Transferring Member may sell any such remaining Units to the Preferred Buyer on the terms and conditions set forth in the Preferred Offer Notice, subject to the provisions of Sections 9.03 and 9.07. Promptly after such Transfer, the Preferred Transferring Member shall notify the LLC, which in turn shall promptly notify all the Preferred Rights Holders, of the consummation thereof and shall furnish such evidence of the completion and time of completion of the Transfer and of the terms thereof as may reasonably be requested by a Series A Majority Interest. Prior to the effectiveness of any Transfer to a Preferred Buyer hereunder, such Preferred Buyer shall have agreed in writing to be bound by this Agreement in the same manner as the transferor, and such Preferred Buyer shall have all of the rights and obligations hereunder as if such Preferred Buyer were a Member. If the Preferred Transferring Member's sale to a Preferred Buyer is not consummated in accordance with the terms of the Proposed Preferred Transaction on or before sixty (60) calendar days after the latest of: (i) the expiration of the LLC Preferred Option Period, (ii) the expiration of the Preferred Option Period, (iii) the expiration of the Preferred Co-Sale Election Period set forth in Section 9.07 below, if applicable, and (iv) the satisfaction of all governmental approval or filing requirements, the Proposed Preferred Transaction shall be deemed to lapse, and any Transfers of Units pursuant to such Proposed Preferred Transaction shall be in violation of the provisions of this Agreement unless the Preferred Transferring Member sends a new Preferred Offer Notice and once again complies with the provisions of this Section 9.06 with respect to such Proposed Preferred Transaction.

9.07 Co-Sale Option on Series A Preferred Units. In the event that the LLC and/or the Preferred Rights Holders do not exercise their rights under Section 9.06 with respect to all of the Units proposed to be so Transferred in connection with any Proposed Preferred Transaction, the

Preferred Transferring Member may Transfer such Units only pursuant to and in accordance with the following provisions of this Section 9.07:

(a) Co-Sale Notice. As soon as practicable following the expiration of the Preferred Option Period, and in no event later than five (5) days thereafter, the Preferred Transferring Member shall provide notice to each of the Preferred Rights Holders (the "Preferred Co-Sale Notice") of its right to participate in the Proposed Preferred Transaction on a *pro rata* basis with the Preferred Transferring Member (the "Preferred Co-Sale Option"). To the extent one or more Members exercise their Preferred Co-Sale Option in accordance with this Section 9.07, the number of Units that the Preferred Transferring Member may Transfer in the Proposed Preferred Transaction shall be correspondingly reduced.

(b) Member Acceptance. Each of the Preferred Rights Holders shall have the right to exercise its Preferred Co-Sale Option by giving written notice of such intent to participate (the "Preferred Co-Sale Acceptance Notice") to the Preferred Transferring Member within fifteen (15) days after receipt by such Preferred Rights Holder of the Preferred Co-Sale Notice (the "Preferred Co-Sale Election Period"). Each Preferred Co-Sale Acceptance Notice shall indicate the maximum number of Units subject thereto which such Preferred Rights Holder wishes to sell, including the number of Units it would sell if one or more other Preferred Rights Holders do not elect to participate in the sale on the terms and conditions stated in the Preferred Offer Notice. In connection with any proposed sale of Series A Preferred Units, each Preferred Rights Holder may only sell Series A Preferred Units.

(c) Allocation of Units. Each Preferred Rights Holder shall have the right to sell a portion of its applicable Series A Preferred Units pursuant to the Proposed Preferred Transaction which is equal to or less than the product obtained by multiplying the total number of applicable Series A Preferred Units available for sale to the Preferred Buyer subject to the Proposed Preferred Transaction, by a fraction, the numerator of which is the total number of Series A Preferred Units owned by such Preferred Rights Holder, and the denominator of which is the total number of Series A Preferred Units held by all Preferred Rights Holders (including the Preferred Transferring Member), in each case as of the date of the Preferred Offer Notice. In the event any Preferred Rights Holder does not elect to sell the full amount of such Series A Preferred Units which such Member is entitled to sell pursuant to this Section 9.07, then any Preferred Rights Holders who have elected to sell Units shall have the right to sell, on a pro-rata basis (based on the number of applicable Series A Preferred Units held by each such Preferred Rights Holder) with any other Preferred Rights Holder and up to the maximum number of Units stated in each such Preferred Rights Holder's Preferred Co-Sale Acceptance Notice, any Units not elected to be sold by such other Preferred Rights Holder.

(d) Co-Sale Closing. Within ten (10) calendar days after the end of the Preferred Co-Sale Election Period, the Preferred Transferring Member shall promptly notify each participating Preferred Rights Holder of the number of Units held by such Preferred Rights Holder that will be included in the sale and the date on which the Proposed Preferred Transaction will be consummated, which shall be no later than the later of (i) thirty (30) calendar days after the end of the Preferred Co-Sale Election Period and (ii) the satisfaction of any governmental approval or filing requirements, if any. Each participating Preferred Rights Holder may effect its participation in any Proposed Preferred Transaction hereunder by delivery to the Preferred Buyer, or to the

Preferred Transferring Member for delivery to the Preferred Buyer, of one or more instruments or certificates, properly endorsed for transfer, representing the Units it elects to sell pursuant thereto. At the time of consummation of the Proposed Preferred Transaction, the Preferred Buyer shall remit directly to each participating Preferred Rights Holder that portion of the sale proceeds to which the participating Preferred Rights Holder is entitled by reason of its participation with respect thereto. No Units may be purchased by the Preferred Buyer from the Preferred Transferring Member unless the Preferred Buyer simultaneously purchases from the participating Preferred Rights Holders all of the Units that they have elected to sell pursuant to this Section 9.07.

(e) Liability of Members. No Preferred Rights Holder shall be required to make any representations or warranties or to provide any indemnities in connection therewith other than with respect to title to the Units being conveyed.

(f) Sale to Third Party. Any Units held by a Preferred Transferring Member that are the subject of the Proposed Preferred Transaction and that the Preferred Transferring Member desires to Transfer following compliance with this Section 9.07, may be sold to the Preferred Buyer only during the period specified in Section 9.07(d) and only on terms no more favorable to the Preferred Transferring Member than those contained in the Preferred Offer Notice. Promptly after such Transfer, the Preferred Transferring Member shall notify the LLC, which in turn shall promptly notify all the Members, of the consummation thereof and shall furnish such evidence of the completion and time of completion of the Transfer and of the terms thereof as may reasonably be requested by a Series A Majority Interest. Prior to the effectiveness of any Transfer to a Preferred Buyer hereunder, such Preferred Buyer shall have joined this Agreement, and such Preferred Buyer shall have all of the rights and obligations hereunder as if such Preferred Buyer were a Member. In the event that the Proposed Preferred Transaction is not consummated within the period required by this Section 9.07 or the Preferred Buyer fails timely to remit to each participating Member its respective portion of the sale proceeds, the Proposed Preferred Transaction shall be deemed to lapse, and any Transfer of Units pursuant to such Proposed Preferred Transaction shall be in violation of the provisions of this Agreement unless the Preferred Transferring Member sends a new Preferred Offer Notice and once again complies with the provisions of Sections 9.06 and 9.07 with respect to such Proposed Preferred Transaction.

9.08 Transfers of Interests by Officers. A Member who is also an Officer shall Transfer only the economic interests, rights, duties and obligations of the transferor in its capacity as a Member, and no Transferee shall obtain as a result of any such assignment any rights as an Officer.

9.09 Drag Along Right.

(a) In the event the Series A Majority Interest (the "Selling Investors") approves a Sale Event, each of the Members, including any of its successors as contemplated herein, hereby agrees, and shall be obligated to:

(i) if such transaction requires Member approval, with respect to all Units that such Member owns or over which such Member otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Units in favor of, and adopt, such Sale Event and to vote in opposition to any and all other proposals that could delay or impair the ability of the LLC to consummate such Sale Event;

(ii) if such transaction is a Unit Sale, sell the same proportion of Units beneficially held by such Member as is being sold by the Selling Investors to the Person to whom the Selling Investors propose to sell their Units, and, on the same terms and conditions as the Selling Investors; *provided that*, the price per Unit shall reflect the relative preferences and priorities of the Series A Preferred Units and Common Units and Benchmark Amount of the Class P Units and, for the avoidance of doubt, the Benchmark Amount of the Common Units shall be considered a part of the preferences and priorities;

(iii) to execute and deliver all related documentation and take such other action in support of the Sale Event as shall reasonably be requested by the LLC or the Selling Investors in order to carry out the terms and provisions of this Section 9.09, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents;

(iv) not deposit, and to cause their Affiliates to not deposit, except as provided in this Agreement, any Units of the LLC owned by such party or Affiliate in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the acquirer in connection with the Sale Event;

(v) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale Event; and

(vi) if the consideration to be paid in exchange for the Units pursuant to this Section 9.09 includes any securities and due receipt thereof by any Member would require under applicable law (A) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (B) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act, the LLC may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the LLC) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units.

(b) Notwithstanding anything to the contrary set forth herein, a Member will not be required to comply with Section 9.09(a) in connection with any proposed Sale Event (the "Proposed Sale Event"), unless the following conditions are satisfied:

(i) No Member (other than a Member who is then providing services to the LLC as an Officer, employee or consultant) shall be required to amend, extend or terminate any contractual or other relationship with the LLC, the acquirer or their respective Affiliates; and

(ii) if a Member is not an Officer, employee or consultant of the LLC, such Member shall not be required to agree to any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale Event; provided, however, that any such previously agreed to covenant shall continue in full force and effect pursuant to its terms.

(c) By executing this Agreement, each Member hereby agrees that the failure by a Member to fulfill its obligations under this Section 9.09 following written notice and the failure to cure within five (5) days shall be deemed an event of default hereunder and upon any such event of default, such defaulting Member hereby (i) grants to the Selling Investors an irrevocable proxy coupled with an interest to vote its Units in accordance with its agreements contained in this Section 9.09, whether in a meeting of Members or any other means by which Members are required or requested to vote, consent, approve or otherwise take action or exercise any rights as a holder of Units or in their capacities as Members of the LLC, including a vote or other approval in favor of any Sale Event under this Section 9.09 if a Member vote is required or requested (whether by law or in accordance with this Agreement) to effect such Sale Event, and (ii) irrevocably appoints the Selling Investors as its agent and attorney-in-fact (the "Agent") (with full power of substitution) to act with respect to its Units in accordance with its agreements contained in this Section 9.09, whether in a meeting of Members or any other means by which Members are required or requested to vote, consent, approve or otherwise take action or exercise any rights as a holder of Units or in their capacities as Members of the LLC, and to execute all consents, agreements, instruments and certificates and take all actions necessary or desirable to effectuate its agreements contained in this Section 9.09, including any Sale Event; *provided, however*, that such power-of-attorney and proxy shall automatically terminate in the event that the provisions of this Section 9.09 terminate (in accordance with the terms of this Agreement). Each such defaulting Member hereby grants to the Agent, pursuant to such proxy and power of attorney, full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such Agent, or such Agent's substitute or substitutes, shall lawfully do or cause to be done by virtue of such proxy and power of attorney and the rights and powers herein granted.

9.10 Tax Forms/Withholding**.** Prior to the Transfer of any Units, the Members shall comply with the following:

(a) if the Member who proposes to transfer any Units (or if such Member is a disregarded entity for U.S. federal income tax purposes, the first direct or indirect beneficial owner of such Member that is not a disregarded entity (the "Member's Owner")) is a "United States person" as defined in Section 7701(a)(30) of the Code, then such Member (or Member's Owner, if applicable) shall complete and provide to both of the transferee and the LLC a duly executed affidavit in the form provided to such transferring Member by the LLC, certifying, under penalty of perjury, that the transferring Member (or Member's Owner, if applicable) is not a foreign person, nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as such terms are defined under the Code and applicable United States Treasury Regulations) and the transferring Member's (or Member's Owner's, if applicable) United States taxpayer identification number; or

(b) if the Member who proposes to transfer any Units (or if such Member is a disregarded entity for U.S. federal income tax purposes, the Member's Owner) is not a "United States person" as defined in Section 7701(a)(30) of the Code, then such transferor and transferee shall jointly provide to the LLC written proof reasonably satisfactory to the Board that any applicable withholding tax that may be imposed on such transfer (including pursuant to Sections 864 and 1446 of the Code) and any related tax returns or forms that are required to be filed, have been, or will be, timely paid and filed, as applicable.

9.11 Termination. The obligations under this Article 9 shall terminate upon the closing of a QPO.

ARTICLE 10
DISSOLUTION, LIQUIDATION AND TERMINATION

10.01 Dissolution. The LLC shall dissolve and its affairs shall be wound up upon the first to occur of the following:

(a) the approval of the Board and written consent of a Series A Majority Interest;

(b) the entry of a decree of judicial dissolution under Section 18-802 of the Act; or

(c) the consolidation or merger of the LLC in which it is not the resulting or surviving entity.

10.02 Notice of Dissolution. The Executive Officer(s) shall promptly notify the Members of the dissolution of the LLC.

10.03 Liquidation. Upon dissolution of the LLC, the Board shall act as its liquidating trustee or the Board may appoint one or more persons (who may or may not be Members) as liquidating trustee. The liquidating trustee shall proceed diligently to liquidate the LLC, to wind up its affairs and to make final distributions as provided in Section 8.02 and in the Act. The costs of dissolution and liquidation shall be an expense of the LLC. Until final distribution, the liquidating trustee may continue to operate the business and properties of the LLC with all of the power and authority of the Officers. As promptly as possible after dissolution and again after final liquidation, the liquidating trustee shall cause an accounting to be made by a firm of independent public accountants of the LLC's assets, liabilities, operations and liquidating distributions to be given to the Members.

10.04 Certificate of Cancellation. Upon completion of the distribution of the LLC's assets as provided herein, the LLC shall be terminated, and an Executive Officer (or such other person or persons as the Act may require or permit) shall file a Certificate of Cancellation with the Secretary of State of the State of Delaware under the Act, cancel any other filings made pursuant to Article 1, and take such other actions as may be necessary to terminate the existence of the LLC.

10.05 Payments to Terminating Member. In the event that a Member withdraws from the LLC in violation of this Agreement (a "Terminating Member"), the LLC shall have the option to

purchase all or any part of the interest of the Terminating Member at a purchase price determined pursuant to paragraph (a) of this Section and upon the terms and conditions set forth below (unless otherwise agreed). The Terminating Member must give the LLC prompt notice of its withdrawal, and the option shall be exercisable in the LLC's sole discretion by giving notice to the Terminating Member or its legal representative, at any time within ninety (90) days thereafter. Such notice shall state the price and terms of the LLC's election to repurchase the interest of the Terminating Member, and the date set for the closing of the repurchase.

(a) Unless the parties otherwise agree, the purchase price (the "Purchase Price") to be paid to the Terminating Member shall be an amount equal to the amount such Terminating Member would receive with respect to the portion of the interest of the Terminating Member that the LLC has elected to repurchase if the LLC sold all of its assets for cash at current fair market value, as determined by the Board in its sole discretion, and applied the proceeds as provided in Section 8.02. The Purchase Price may be reduced by such damages as the Board (other than any Terminating Member) determines in its sole discretion have been or will be suffered by the LLC as a result of a termination due to the resignation of the Terminating Member. The parties to this Agreement agree that such determination of damages is final, conclusive and binding and such determination is not subject to appeal.

(b) Payment of the Purchase Price may be made in the Board's sole discretion (i) by check or by wire transfer to a bank account designated in writing by the Terminating Member, (ii) by delivery of a promissory note under which payments shall be made in equal annual installments over a period of five (5) years with interest at the applicable federal rate established by the IRS for the month in which the repurchase by the LLC is closed, which note shall be unsecured and subordinated to all debts and liabilities of the LLC, or (iii) by any combination of (i) and (ii). Amounts due shall be subject to offset as provided in Section 11.01.

(c) The LLC shall have the right (to be exercised in the discretion of the Board) to assign all or part of its rights under an option which it has elected to exercise to another Member or a third party to be admitted as a new Member, *provided that* the assigned portion of the Purchase Price shall be payable by check or wire transfer and not by delivery of a note under paragraph (b).

(d) Failure of the LLC to elect to purchase any interests of a Terminating Member under this Section 10.05 shall not affect the rights of the LLC to purchase the same interests under any other provision of this Agreement or any other agreement, and any Units not repurchased hereunder shall continue to be subject to all of the provisions of this Agreement.

(e) Upon payment of the Purchase Price at the closing of a repurchase as provided above, (i) the Terminating Member shall cease to have any rights with respect to the Units being repurchased and (ii) if all of its Units are repurchased from a Terminating Member, such Terminating Member shall cease to be a Member of the LLC.

ARTICLE 11
GENERAL PROVISIONS

11.01 Offset. Whenever the LLC is obligated to make a distribution or payment to any Member, any amounts due and owing from that Member to the LLC may be deducted from said distribution or before payment by the LLC.

11.02 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given (a) three (3) days after the date mailed by registered or certified mail, addressed to the recipient, with return receipt requested, (b) upon delivery to the recipient in person or by courier, (c) upon receipt of a facsimile transmission by the recipient, or (d) upon receipt of electronic mail by the recipient. Such notices, requests and consents shall be given (i) to Members at their numbers or addresses on Schedule A, or such other numbers or address as a Member may specify by notice to the Executive Officer(s) or to all of the other Members, and (ii) to the LLC or the Executive Officer(s) at the address of the principal office of the LLC specified in Section 1.04. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.03 Entire Agreement. This Agreement, the documents expressly referred to herein, and related documents of even date herewith constitute the entire agreement of the Members, the Directors and the Executive Officer(s) relating to the LLC or to the subject matter hereof in any way, and supersedes all prior understandings, representations, contracts or agreements with respect to the LLC, whether oral or written. The Amended and Restated LLC Agreement is hereby superseded in its entirety and of no further force or effect.

11.04 Amendment or Modification. Except as otherwise specifically provided herein, this Agreement may be amended or modified from time to time only by a written instrument signed by a Series A Majority Interest; *provided that*, no amendment which, by its terms, adversely affects the holders of the Common Units and/or the Class P Units in a unique manner relative to the holders of the Series A Preferred Units shall be effective without the prior written consent of the holders of a majority of the Common Units or the Class P Units, as applicable; *provided, further*, that the authorization and issuance of any equity security of the LLC containing rights, preferences or priorities which are senior to the Common Units and/or Class P Units, as applicable, shall not be deemed an amendment of the rights, preferences or priorities of the Common Units and/or Class P Units for purposes of the foregoing, including, without limitation, any third party arms-length debt or equity financing which does not amend the terms of Schedule B.

11.05 Reorganization into Corporate Form. Subject to Section 2.05(b), a Series A Majority Interest may, at any time and without the vote or consent of the other Members, effect a reorganization of the LLC in connection with an initial public offering, into a Successor Corporation by whatever means the Series A Majority Interest deems desirable; *provided, however*, that it shall be a condition precedent to such reorganization that in connection with such reorganization, (i) each Common Unit and Class P Unit shall each be converted into the number of shares of common stock of the Successor Corporation so that each Member's relative percentage

ownership interest of the outstanding common stock of the Successor Corporation immediately after such reorganization is such Member's relative percentage ownership interest of the outstanding Common Units and Class P Units in the LLC immediately prior to such reorganization (giving effect to all rights, preferences and priorities of the Series A Preferred Units contemplated herein) and (ii) each Series A Preferred Unit shall be converted into a number of fully paid and nonassessable shares of one or more classes of preferred stock of the Successor Corporation that have all the rights, preferences and priorities of the Series A Preferred Units contemplated herein and an aggregate value, with respect to each Member holding Series A Preferred Units, equal to such Member's relative percentage ownership interest of the outstanding equity interests in the LLC immediately prior to such reorganization (giving effect to all rights, preferences and priorities of the Series A Preferred Units contemplated herein). In such case, all Members shall provide all necessary cooperation, including, without limitation, the execution of any documents or filings that may be required, and no Member shall have any voting rights or veto power over the decision by the Majority Interest to so reorganize.

11.06 Binding Effect. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement is binding on and inures to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

11.07 Governing Law; Severability. This Agreement is governed by and shall be construed in accordance with the law of the State of Delaware, exclusive of its conflict-of-laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

11.08 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions, as requested by the Executive Officer(s) or Directors.

11.09 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the LLC or for partition of the property of the LLC. The failure of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance herewith in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

11.10 Interpretation. For the purposes of this Agreement, terms not defined in this Agreement shall be defined as provided in the Act; and all nouns, pronouns and verbs used in this Agreement shall be construed as masculine, feminine, neuter, singular, or plural, whichever shall be applicable. Titles or captions of Articles and Sections contained in this Agreement are inserted

as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

11.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

11.12 Third Party Beneficiaries. The provisions of this Agreement are not intended to be for the benefit of any creditor or other person to whom any debts or obligations are owed by, or who may have any claim against, the LLC or any of its Members, Directors or Officers, except for Members, Directors or Officers in their capacities as such. Notwithstanding any contrary provision of this Agreement, no such creditor or person shall obtain any rights under this Agreement or shall, by reason of this Agreement, be permitted to make any claim against the LLC or any Member, Director or Officer.

11.13 Section 83(b) Elections. Any Person who is issued Units (whether Common Units, Class P Units or otherwise) that are subject to a vesting arrangement shall make a timely election under Section 83(b) of the Code and in accordance with Treasury Regulations Section 1.83-2 with respect to such Units and shall provide the LLC a copy of such election within thirty (30) days after receiving such Units.

11.14 Partnership Status. Subject to Section 11.05, it is the intent of the Members that the LLC shall always be characterized as either a "partnership" or a "disregarded entity" for federal and state income tax purposes. Neither the LLC nor any Member shall make any election or take any other action inconsistent with such intent. This characterization, solely for such tax purposes, does not create or imply a general partnership among the Members for state law or any other purpose.

11.15 Section 83 Safe Harbor. Each Member authorizes and directs the LLC to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the "IRS Notice"), including any similar safe harbor in any finalized Revenue Procedure, Revenue Ruling or Regulation, apply to any interest in the LLC issued or transferred to a service provider by the LLC on or after the effective date of such final pronouncement in connection with services provided to the LLC or any of its Subsidiaries. For purposes of making such Safe Harbor election, the Partnership Representative (or successor) is hereby designated as the "partner who has responsibility for Federal income tax reporting" by the LLC and, accordingly, execution of such Safe Harbor election by the Partnership Representative (or successor) constitutes execution of a "Safe Harbor Election" in accordance with the IRS Notice or any similar provision of any final pronouncement. The LLC and each Member hereby agree to comply with all requirements of any such Safe Harbor, including any requirement that a Member prepare and file all Federal income tax returns reporting the income tax effects of each Unit issued by the LLC in connection with services in a manner consistent with the requirements of the IRS Notice or other final pronouncement. A Member's obligations to comply with the requirements

of this Section 11.15 shall survive such Member's ceasing to be a Member of the LLC and the termination, dissolution, liquidation and winding up of the LLC.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

LLC:

1SEO HOLDINGS, LLC

By:_____
Name:
Title:

JOINDER TO THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

Executed as of February __, 2023.

IN WITNESS WHEREOF, the undersigned hereby agrees to become a party to and bound by the terms of the Amended and Restated Limited Liability Company Agreement of 1SEO Holdings, LLC as a Member.

PLEASE SIGN AND PRINT THE INVESTOR'S NAME BELOW IN THE EXACT MANNER IN WHICH THE INVESTOR WOULD LIKE THE INVESTOR'S NAME TO APPEAR ON SCHEDULE A TO THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF 1SEO HOLDINGS, LLC:

_____
[Print Legal Name of Investor]

By:_____
[Signature]

Its:_____
[Title]

Address: _____
_____
_____

Email:_____
Phone:_____
Fax:_____

Schedule A
Members

Name and Address	Series A Total Capital Contribution	Series A Preferred Units	Common Units	Class P Units	Benchmark Amount	Total Units
TOTAL:						

Schedule B
Vesting Terms

Allocation.

Initial Allocation: John Shoaf, or his Affiliate, Benson Circle, LLC, (in either case, the "Common Unit Holder") shall be issued the number of Common Units set forth opposite its name on Schedule A to the Agreement on the Acquisition Date (the "Grant Date"). All such Common Units shall be Unvested Common Units for all purposes under the Agreement as of the Grant Date and shall vest in accordance with the terms set forth herein.

Future Allocation: In connection with any Capital Contribution following the date hereof, if the value of the Units issued in connection with such Capital Contribution are equal to or greater than the value of such Units as of the Acquisition Date, additional Common Units shall be issued to the Common Unit Holder such that the Common Unit Holder's Ownership Percentage (on a fully-diluted basis) remains constant. Such additional Common Units shall have the following vesting terms:

- with respect to any Capital Contribution made following the date hereof, four-fifths ($4/5^{ths}$) of such Common Units shall vest upon the date of the Closing of the issuance of any Preferred Units, and one-fifth ($1/5^{th}$) of such Common Units shall vest on the same basis as the Performance Units issued herein.

I. Vesting upon the Acquisition.

1,866,667 of the Common Units that shall be issued to the Common Unit Holder on the Grant Date (collectively, the "Acquisition Units") shall vest as of the date on which the Acquisition is consummated (the "Acquisition Date") on the terms set forth in the Purchase Agreement. As of the Acquisition Date, the Acquisition Units shall become Vested Common Units for all purposes under the Agreement and shall not be subject to forfeiture.

II. Performance-Based Vesting.

A. 466,666 of the Common Units that shall be issued to the Common Unit Holder on the Grant Date (collectively, the "Performance Units") shall vest based upon the realization of the following multiples of invested capital by all of the holders of the Series A Preferred Units in respect of their Series A Preferred Units (each, an "MOIC"), as determined by the Board in good faith based on amounts of cash or freely tradable securities actually received by or payable to the holders of Series A Preferred Units, calculated on an aggregated basis on or before the earliest of (i) the consummation of a Sale Event, (ii) the consummation of a QPO and (iii) such other Liquidation Event (each a "Trigger Event"):

Aggregate Preferred Unit MOIC	**% of Performance Units Vested**
Less than 3.0x ("**MOIC – Applicable Lower Bound**")	0%
Equal to or greater than 3.0x and less than 5.0x	A percentage calculated as follows: ((MOIC- Applicable Lower Bound) / (2.0)*100
Equal to or greater than 5.0x ("**MOIC – Applicable Upper Bound**").	100%

B. The Board, in its sole discretion and subject to the provisions of the Agreement, may accelerate the vesting of any then unvested Performance Units.

III. Election Under Section 83(b). The Common Unit Holder shall, within 30 days following the Grant Date, file with the Internal Revenue Service an election under Section 83(b) of the Internal Revenue Code. The Common Unit Holder shall provide a copy of such election to the LLC.

EXHIBIT B

Subordinated Promissory Note

[See attached.]

THIS SUBORDINATED PROMISSORY NOTE (THIS "NOTE") HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, OFFERED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS THEREUNDER.

THIS NOTE IS ENTERED INTO PURSUANT AND SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN ASSET PURCHASE AGREEMENT (THE "PURCHASE AGREEMENT"), DATED AS OF FEBRUARY 17, 2023, BY AND AMONG MAKER, HOLDER AND THE OTHER PARTIES THERETO. THIS NOTE AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY SHALL BE SUBORDINATE AND JUNIOR IN RIGHT OF PAYMENT IN ACCORDANCE WITH THE SUBORDINATION AGREEMENT (AS DEFINED HEREIN).

SUBORDINATED PROMISSORY NOTE

[$_____] **[Date]**

FOR VALUE RECEIVED, 1SEO Digital Agency, LLC, a Delaware limited liability company ("Maker"), promises to pay to 1SEO.com Inc., a Pennsylvania corporation ("Holder"), the aggregate principal sum of [[_____] ($____)] (the "Principal Amount"), on the terms and conditions set forth below.

1. Payments.

(a) Maker shall, commencing on [*, 2025], and continuing on the final day before the end of each calendar quarter thereafter, pay equal quarterly installments of the Principal Amount over the twelve (12) month period ending [*, 2026] (i.e., a total of four quarterly installments) (the "Maturity Date").

(b) On the Maturity Date, a final payment in the aggregate amount of the then outstanding and unpaid Principal Amount, if any, shall become immediately due and payable in full.

(c) Prior to the Maturity Date, Maker may prepay all or any portion of this Note at any time or times and in any amount without premium or penalty.

(d) If all or any amount payable under this Note is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at a rate equal to five percent (5%) per annum.

(e) If the date on which any payment under this Note is due is not a Business Day, then such payment date shall be extended to the next Business Day.

(f) All payments by Maker hereunder must be made to Holder in immediately available U.S. funds by wire transfer, pursuant to instructions delivered by Holder, or at its address specified in the Purchase Agreement, or to such other address as Holder may inform Maker by giving five (5) business days' prior written notice.

2. Right of Setoff. Maker shall be entitled, but not obligated, to recover any amounts due from Holder or Lance Bachmann under the Purchase Agreement by setting off such amounts against this Note in accordance with the terms of the Purchase Agreement. The exercise of such right of setoff by Maker, whether or not ultimately determined to be justified, will not constitute an event of default under this Note. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit Maker in any manner in the enforcement of any other remedies that may be available to it. If Maker exercises its right of setoff, the amount being recovered by Maker shall reduce the Principal Amount otherwise payable hereunder by the amount of such setoff. Upon the reasonable request of Holder or Maker, from time to time, an amended and restated Note shall be issued by Maker to Holder for the then-effective Principal Amount of this Note (and in such case the existing Note shall be surrendered to Maker by Holder) to reflect reductions in the Principal Amount of this Note as a result of any such offset. If Maker exercises its right of setoff and subsequently either (a) Maker and Holder agree that all or a portion of such amount should not have been setoff and is owed to Holder, or (b) a final judgment (no longer subject to appeal) is entered which provides that all or a portion of such amount should not have been setoff and is owed to Holder, then Maker shall pay such amount to Holder.

3. Subordination. This Note is subordinated in accordance with that certain Subordination Agreement, dated as of the date hereof, between Maker, Holder, 1SEO Holdings, LLC, and Live Oak Banking Company, a North Carolina banking corporation (the "Subordination Agreement").

4. Unsecured Note. This Note is an unsecured obligation of Maker.

5. Events of Default; Remedies.

(a) Events of Default. For purposes of this Note, the occurrence of any of the events described below shall constitute an "Event of Default:"

(i) Maker fails to make any payment of the Principal Amount owed under this Note in accordance with the terms hereof for a period of fifteen (15) days after written notice from Holder that the same is due and payable;

(ii) A proceeding is instituted against Maker seeking a declaration or order for relief, or entailing a finding, that Maker is insolvent or bankrupt, or seeking reorganization, liquidation, dissolution, winding-up, charter revocation or other similar relief with respect to Maker or any of its properties, assets or debts, or seeking the appointment of a receiver, trustee, custodian, liquidator, sequestrator or similar official for Maker or any of its properties or assets, and such proceeding remains undismissed and unstayed for a period of sixty (60) consecutive days; or

(iii) Maker institutes a proceeding described in subsection (ii) above, consents to any such declaration, order, finding, relief or appointment described in subsection (ii)

above or takes any action in furtherance of any of the foregoing and such proceeding remains undismissed and unstayed for a period of sixty (60) consecutive days.

(b) Remedies. If an Event of Default has occurred and is continuing:

(i) Holder may, upon written notice to Maker, declare all or any portion of the amounts owed under this Note to be immediately due and payable; and

(ii) Holder shall be entitled to exercise any other rights which Holder may have been afforded under any contract or agreement, including the Purchase Agreement, at any time and other rights which Holder may have pursuant to applicable law.

6. Miscellaneous.

(a) No delay or omission on the part of Holder in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no partial exercise of any right or remedy precludes other or further exercise thereof or the exercise of any other rights or remedies.

(b) Maker, signers, sureties, endorsers and guarantors, if any, of this Note jointly and severally waive grace, presentment for payment, notice of renewals and extensions, notice of nonpayment, notice of protest, notice of and demand for payment of amounts coming due under this Note that are not paid when due, notice of intent or election to accelerate maturity or the actual acceleration of maturity of the indebtedness evidenced by this Note, and diligence in the collection hereof or in filing suit hereon and agree to one or more extensions for any period or periods of time and partial payments before or after maturity without prejudice to Holder.

(c) Any notice required or permitted to be given hereunder shall be given in accordance with Section 9.7 of the Purchase Agreement.

(d) This Note shall not be assigned or transferred by Holder without the express prior written consent of Maker.

(e) Notwithstanding anything in this Note to the contrary, this Note shall be binding on any successors and assigns of Holder and Maker.

(f) This Note shall be governed and construed solely and exclusively in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

(g) Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Note shall be brought exclusively in a Federal District Court or State Court located in Wilmington, Delaware, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

(h) Waiver of Jury Trial. EACH OF MAKER AND HOLDER WAIVES THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS NOTE IN ANY

ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF MAKER OR HOLDER AGAINST THE OTHER OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. MAKER AND HOLDER AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, MAKER AND HOLDER FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS NOTE.

[Reminder of This Page Left Intentionally Blank]

IN WITNESS WHEREOF, Maker has executed and delivered this Note as of the date first written above.

MAKER:

1SEO DIGITAL AGENCY, LLC

By:_____
Name: John Shoaf
Title: Executive Chairman

Acknowledged and agreed to:

HOLDER:

1SEO.COM INC.

By:_____
Name: Lance Bachmann
Title: President

SECTION 1.4

Earnout Calculation

24-MO EBITDA	Annual Avg	Earnout	Total EV
5,300,000	2,650,000	-	13,000,000
5,400,000	2,700,000	428,571	13,428,571
5,500,000	2,750,000	857,143	13,857,143
5,600,000	2,800,000	1,285,714	14,285,714
5,700,000	2,850,000	1,714,286	14,714,286
5,800,000	2,900,000	2,142,857	15,142,857
5,900,000	2,950,000	2,571,429	15,571,429
$ 6,000,000	**$ 3,000,000**	**3,000,000**	**$16,000,000**

SCHEDULE 1.10

Working Capital Calculation Methodology

The illustrative calculation of Working Capital set forth below as of February 6, 2023 (the "Illustrative Calculation") has been included for illustrative purposes only. The line items included represent the only line items to be included in the calculation of Working Capital under the Agreement; however, the amounts contained within the line items shall not form part of the calculation of Working Capital and remain subject to the terms and provisions of the Agreement. In addition, Working Capital shall be prepared in the same form and format as set forth in this Illustrative Calculation of Working Capital.

[Illustrative Calculation of Working Capital attached]

1SEO.Com
Balance Sheet
As of February 6, 2023

	Actual Current BS 6-Feb QuickBooks	Estimated Closing BS 14-Feb Seller	Estimated Closing BS NewCo	Sample Final Closing BS NewCo	Comments/Questions
ASSETS					
Current Assets					
Bank Accounts					
1seo.com	-	-	-	-	
Centric	25,674	25,674	-	-	
Checking-Citizens	528	528	-	-	
TD Bank 02/27/2019	3,287,400	3,287,400	-	-	
Truist	378	378	-	-	
Total Bank Accounts ("Cash Amount")	**3,313,980**	**3,313,980**	**-**	**-**	Economically, this gets split between buyer and seller (see below), but technically stays with Seller (so Lance doesn't have to pay tax on us buying cash)
Accounts Receivable					
Accounts Receivable	554,502	554,502	558,228	500,000	Balance as of Feb 6. Future value for illustrative purposes only for amounts actually collected from original AR balance
Total Accounts Receivable	**554,502**	**554,502**	**558,228**	**500,000**	
Other Current Assets					
Due from Red Dawg	-	-	-	-	Stay with seller
Employee Advance	-	-	-	-	Stay with seller
ERC Receivable	1,126,866	1,126,866	-	-	Stay with seller
Exchange	-	-	-	-	Stay with seller
Officer Advance-LB	-	-	-	-	Stay with seller
Pre-Paid Tax	-	-	-	-	Stay with seller
Prepaid Expense	24,399	-	8,100	20,000	Prepaid conference expense, per Joline should be closer to $8,100
Prepaid Insurance	-	-	-	-	Stay with seller
Receivable - Ex employee	-	-	-	-	Stay with seller
Shared Asset	-	-	-	-	Stay with seller
Shared Asset Tax	-	-	-	-	Stay with seller
Undeposited Funds	48,700	48,700	-	-	Assume this is cash and stays with seller
Total Other Current Assets	**1,199,965**	**1,175,566**	**8,100**	**20,000**	
Total Current Assets	**5,068,447**	**5,044,048**	**566,328**	**520,000**	**"Assumed Current Assets"**
Fixed Assets					
Accumulated Depreciation	(816,586)	(816,586)			NA
Automobile	532,469	532,469			NA
Furniture and Fixtures	90,900	-			NA
Leasehold Improvement	25,527	-			NA
Office Equipment	267,836	-			NA
Total Fixed Assets	**100,146**	**(284,117)**			
Other Assets					
Advance-Bachmann	-	-			NA
Advance-JSL Real Estate	-	-			NA
Goodwill	7,778	7,778			NA
Intangibles	36,750	36,750			NA
Security Deposit (SLC office, closed)	-	-			NA
Total Other Assets	**44,528**	**44,528**	**-**		
TOTAL ASSETS	**5,213,121**	**4,804,459**	**566,328**		
LIABILITIES AND EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
Accounts Payable	7,500	-	-	10,000	Seller to pay off oustanding bills at closing, example variance for illustrative purposes only
Total Accounts Payable	**7,500**	**-**	**-**	**10,000**	
Credit Cards					
Amex Black 03/10/2020	73,241	73,241	-	-	
Amex Gold 03/10/2020	(198)	(198)	-	-	
Amex Platinum 03/10/2020	710	710	-	-	
Amex Plum 03/10/2020	21,840	21,840	-	-	
Credit Card(5) at American Exp	-	-	-	-	
Credit Card(7) at American Exp	-	-	-	-	
Total Credit Cards	**95,594**	**95,594**	**-**	**-**	Seller to pay off cards at closing. Buyer to set up new CC
Other Current Liabilities					
401k Liability	-	-			Stay with seller
Accrued Expenses	-	-	-	25,000	Seller to prepare a list of any known expenses that aren't otherwise included in accounts payable at closing. Assumed zero at close. Future value for illustrative purpose only
Accrued Payroll	-	-	-	-	Seller to make final payroll through Closing (including any deferred bonus, overtime, accrued, PTO, etc.)
Citizens Line of Credit	-	-	-	-	Shutting down at closing
Deferred Advertising	26,400	-	26,400	25,000	Client advertising funds (retained by buyer and spent post closing)
Deferred Income	2,230,103	-	1,711,034	1,750,000	Estimated balance for Feb 14th (per Jolin and Luke deferred revenue schedule). Pending schedule of DR amount balances per client as support documentation
Due to Comcast PSM Holding	-	-	-	-	Stay with seller
Due to Shock IT	-	-	-	-	Stay with seller
Garnishments	-	-	-	-	Stay with seller
Loan M&T - Mercedes	-	-	-	-	Stay with seller

Loan Payable-Centric	-	-	-	-	Stay with seller
Loan Payable-Centric PPP Funds	-	-	-	-	Stay with seller
Loan Payable-GM Financial	-	-	-	-	Stay with seller
Loan WF - GMC Sierra	-	-	-	-	Stay with seller
LSTB	1,029	1,029	-	-	Stay with seller
Payroll Tax Liabilities	-	-	-	-	Stay with seller
Salary Exchange	-	-	-	-	Stay with seller
Total Other Current Liabilities	**2,257,532**	**1,029**	**1,737,434**	**1,800,000**	
Total Current Liabilities	**2,360,626**	**96,623**	**1,737,434**	**1,810,000**	**"Assumed Current Liabilities"**
Long-Term Liabilities					
EIDL Loan	2,059,558	2,059,558	-	-	Stay with seller
Loan M&T Bank - Mercedes	89,170	89,170	-	-	Stay with seller
Loan Payable - 2022 GMC	74,403	74,403	-	-	Stay with seller
Loan Payable TD Bank - Lincoln Nav	65,560	65,560	-	-	Stay with seller
Loan Payable- Volvo	37,934	37,934	-	-	Stay with seller
Loan Payable-Chrysler Toyota	-	-	-	-	Stay with seller
Loan Payble Centric - Jeep	-	-	-	-	Stay with seller
Loan Wells Fargo - GMC Sierra	-	-	-	-	Stay with seller
Toyota Loan 1	-	-	-	-	NA
Toyota Loan 2	-	-	-	-	NA
Toyota Loan 3	-	-	-	-	NA
Toyota Loan 4	-	-	-	-	NA
Total Long-Term Liabilities	**2,326,626**	**2,326,626**	**-**	**-**	
Total Liabilities	**4,687,252**	**2,423,249**	**1,737,434**	**1,810,000**	
Equity					
AAA Bachmann	-	-	-	-	Stay with seller
AAA Zeitland	-	-	-	-	Stay with seller
Capital Stock	500	500	-	-	Stay with seller
Distributions	-	-	-	-	Stay with seller
Distribution-LB	(2,639,041)	(2,639,041)	-	-	Stay with seller
Distribution-Lance Tax	(613,890)	(613,890)	-	-	Stay with seller
Total Distribution-LB	**(3,252,931)**	**(3,252,931)**	**-**	**-**	Stay with seller
Distributions-Sz	-	-	-	-	Stay with seller
Distributions-Sam Tax	-	-	-	-	Stay with seller
Total Distributions-Sz	**-**	**-**	**-**	**-**	Stay with seller
Total Distributions	**(3,252,931)**	**(3,252,931)**	**-**	**-**	Stay with seller
EIDL Advance	-	-	-	-	Stay with seller
Members Equity	3,082,083	3,082,083	-	-	Stay with seller
PPP Loan Forgiveness	-	-	-	-	Stay with seller
Retained Earnings	346,395	346,395	-	-	Stay with seller
Net Income	349,822	349,822	-	-	Stay with seller
Total Equity	**525,869**	**525,869**	**-**	**-**	
TOTAL LIABILITIES AND EQUITY	**5,213,121**	**2,949,118**	**1,737,434**	**1,810,000**	

AT CLOSING (JAN 31) - Estimated

Est. Assumed Current Assets (excluding cash)			566,328		
Est. Assumed Current Liabiliites			1,737,434		
Est. Assumed Working Capital			**(1,171,106)**		
Target Net Working Capital @ Closing (Per LOI)			**180,000**	**180,000**	
Cash on BS at Closing			**$ 3,313,980**		
Estimated "Working Capital Deficit" (amount to Buyer)			**$ (1,351,106)**		Amount credited for Buyer to offset assumed liabilities
Net Closing Cash (amount to Seller)			**$ 1,962,874**		Amount remaining for seller
"Debt Amount"	**2,059,558**	**2,059,558**	-		EIDL Loan. To be paid off at Closing

WC ESCROW CLOSING (JULY 31) - Final

Final Current Assets (excluding cash)				520,000	
Final Current Liabiliites				1,810,000	
Final Working Capital (180 days after Closing)				(1,290,000)	
Target Net Working Capital @ Closing (Per LOI)			**180,000**	**180,000**	
Final "Working Capital Deficit" (amount to Buyer)				(1,470,000)	

Working Capital "True-Up" Amount	(118,894)	
Estimated Cash Payment (ECP)	5,577,212	
Final Cash Payment (FCP)	5,458,318	
WC Escrow Amount (50% of Estimated NWC)	**$ 400,000**	50% of Estimated NWC
Escrow - released to buyer (if positive variance)	(118,894)	If ECP > FCP, excess paid by Sellers to Buyer (APA corection: from Escrow?)
Escrow - released to seller (if vegative variance)	-	If FCP > ECP, excess paid by Buyer to Company (APA corection: from Escrow?)
Escrow - remainder released to seller	281,106	
Total Escrow Released to Seller	281,106	

SCHEDULE 1.11

Allocation Schedule
Purchase Price Allocation Methodology – IRC Section 1060

[See attached.]

Asset Class	Amount	Desription
I	$ -	Cash and cash equivalents
II	$ 390,000	Actively traded personal property, certificates of deposit and other Class II assets
III	$ 550,000	Accounts receivable and other Class III assets
IV		Inventories, work-in-process, supplies and other Class IV assets
V	$ 390,000	Prepaid assets, property, plant and equipment, fixed assets, furniture, fixtures, machinery, equipment, similar tangible assets and other Class V assets
VI	$ 50,000	Restrictive Covenant Agreement
VI	$ 5,200,000	Other Intellectual Property
VIII	$ 9,420,000	Goodwill (any variance shall be allocated to Goodwill)
	$ 16,000,000	**Estimated Total**

SCHEDULE 1.12

Non-Assignable Assets

None.

SCHEDULE 4.8

Hired Employees

1. All employees listed on Section 3.16(a) of the Disclosure Schedule, *except* Lance Bachmann, Jolin Bachmann and any other individual who is designated in such schedule as 'no longer with the Company as of Closing.'

2. Shauna Cwick is the only Person who qualifies under the category of Excluded Employees.

SCHEDULE 5.1(D)

Indebtedness Paid at Closing

1. **$2,081,681.62** (payoff from that certain Lon Agreement dated June 24, 2020, as amended on July 27, 2021, October 21, 2021, and February 28, 2022, by and between the U.S. Small Business Administration and the Company in connection with an EIDL credit facility in the amount of $2,000,000, SBA Loan Number 2993798007).

SCHEDULE 5.1(E)

Third Party Consents Under Contracts and Permits

1. Merchant Payment Service by and between the Company and Intuit Payments Inc.

2. The Lease Agreement between Red River Island View, LLC and the Company in connection with a lease for a portion of the property located at 1414 Radcliffe St. Bristol, PA 19007, as amended by the First Amendment to Lease dated August 2016, the Second Amendment to Lease dated October 10, 2017, the Third Amendment to Lease dated September 1, 2018, and the Fourth Amendment to Lease dated November 9, 2021 (the "Lease").

SCHEDULE 6.1(A)(IV)

Specific Indemnities

1) Adverse Consequences from or related to the Company's failure to pay distributions to its shareholders.

2) Adverse Consequences from or related to the Agreement for Purchase and Sale of Shares between Lance Bachmann and Sam Zeitlin dated July 26, 2021.

3) Adverse Consequences from or related to the improper forgiveness of the Loan Agreement by and between Centric Bank and the Company in connection with a Payment Protection Program ("PPP") loan to the Company, which was forgiven in full on January 25, 2021.

4) Adverse Consequences from or related to the Company's seeking of Employee Retention Credits.

5) Adverse Consequences from or related to the Company's failure to pay state sales and use tax in all states where the Company's services are not exempt from sales and/or use tax.

6) Adverse Consequences from or related to 1SEO COM Inc v. Nicholas Quirk (Bucks County Common Pleas #2018-06290). Settled March 23, 2020.

7) Adverse Consequences from or related to 1SEO.com, Inc. v. SEO Locale et al. (U.S. District Court, Eastern District of Pennsylvania, No. 19-cv-1472-GEKP), which settled in March of 2020.

8) Adverse Consequences from or related to My Phillie Wireless v. 1SEO (Philadelphia County C.C.P., October Term 2022, No. 2151) (the "My Phillie Wireless Litigation").

9) Adverse Consequences from or related to Villainarts, Inc. et al. v. 1SEO.com, Inc. et al. (Philadelphia County C.C.P., November Term 2020, No. 01238). Settled September 27, 2021.

SCHEDULE 8(A)

Assumed Employee Obligations

1. None.

SCHEDULE 8(B)

Excluded Liabilities

1. Schedule 6.1(a)(iv) is hereby incorporated by reference.

EXHIBIT “B”

SETTLEMENT AND REDEMPTION AGREEMENT

This Settlement and Redemption Agreement (the "Agreement") is entered into as of July 26, 2023, by and between 1SEO Holdings, LLC, a Delaware limited liability company (the "Company"), Bachmann Inc., f/k/a 1SEO.com Inc., a Pennsylvania corporation ("Seller"), Lance Bachmann, individually ("Lance" and, together with the Seller, the "Seller Parties"), and 1SEO Digital Agency, LLC, a Delaware limited liability company ("Digital Agency"). The Company, Seller, Lance and Digital Agency are referred to individually herein as a "Party," and collectively as the "Parties."

RECITALS

A. The Company, Seller, Lance, and Digital Agency are parties to that certain Asset Purchase Agreement dated February 17, 2023 (the "APA"). All terms used by not defined herein shall have the meaning given such terms in the APA.

B. The Seller Parties and Digital Agency are engaged in a dispute over the calculation of the Final Cash Payment pursuant to Section 1.9 of the APA, and more specifically the manner in which accounts receivable were recorded by the Seller, the computation of deferred revenue as part of Working Capital, the responsibility for certain refunds paid to the Company's customers for work performed before the Closing, and the Company's proposed calculation of a Working Capital Deficit (the "Dispute").

C. In accordance with that certain Amended and Restated Limited Liability Company Agreement, dated February 17, 2023, by and among the Company and its members, as amended and restated from time to time thereafter (the "LLC Agreement"), Seller is the holder of 875,000 Series A Preferred Units in the Company (the "Preferred Units"). At the closing of the APA, Seller received 1,400,000 Series A Preferred Units, but thereafter transferred 175,000 Series A Preferred Units to each of Catrina Bachmann, William Rossell ("Rossell"), and Jolin Bachmann ("Jolin" and, together with Rossell and Seller, the "Preferred Unit Holders").

D. To settle the Dispute, the Parties have agreed, and this Agreement provides (i) for purposes of the Final Cash Payment, the Working Capital Deficit shall be deemed to be zero, and that the Working Capital Escrow shall be released to Seller as provided herein, (ii) the Company shall redeem from the Preferred Unit Holders, pursuant to Section 2.03(a) of the LLC Agreement, and Preferred Unit Holders shall surrender and transfer to the Company, all of the Preferred Unit Holders' Series A Preferred Units; and (iii) all past and present claims of Digital Agency for indemnification arising from a breach of the representation and warranties of the Seller Parties (under the APA) relating to the working capital adjustment shall be released, as hereinafter set forth.

AGREEMENT

In consideration of the premises and the actual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions.

"Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, interest, penalties, expenses, and fees, including court costs and reasonable attorneys' fees and expenses.

"Security Interest" means any lien, encumbrance, mortgage, pledge, or other security interest.

"Series A Preferred Units" means the Series A Preferred Units of the Company, as defined in the LLC Agreement.

Section 2. Basic Transaction.

(a) Redemption of Preferred Units. On and subject to the terms and conditions of this Agreement, at and as of the Closing (as defined below), pursuant to Seller's request pursuant to Section 2.03(a) of the LLC Agreement, the Company hereby redeems and purchases from Seller, and Seller hereby sells, transfers, conveys, and delivers to the Company all of Seller's right, title, and interest in and to the Preferred Units (including (i) Seller's capital account in the Company, (ii) Seller's right to share in the profits and losses of the Company, (iii) Seller's right to receive distributions from the Company, and (iv) all voting and information rights attributable to the Preferred Units, in each case, if any) free and clear of any Security Interests for the aggregate redemption price (the "Redemption Price") of US $1.00 (in the aggregate). At and as of the Closing, Seller hereby withdraws and resigns as a member of the Company.

(b) Additional Settlement Consideration. As additional mandatory consideration to the Company and Digital Agency for the settlement of the Dispute, after discussions with Seller/Lance, Rossell and Jolin have each agreed to surrender their respective Series A Preferred Units for redemption by the Company pursuant to Section 2.03(a) of the LLC Agreement (the "Additional Settlement Consideration"), in the form attached hereto as Exhibit A. Notwithstanding anything herein to the contrary or in the agreements documenting the Additional Settlement Consideration, even though each of Jolin and Rossell are directly transferring their respective Series A Preferred Units to the Company in connection with the Additional Settlement Consideration, each of Jolin's and Rossell's transfer of Series A Preferred Units (in connection with the Additional Settlement Consideration) shall be treated as a transfer back to Seller first, and then Seller transferring such Series A Preferred Units to the Company.

(c) Final Resolution of Dispute Regarding Working Capital Deficit. Each of Digital Agency, Seller and Lance hereby agree that the Working Capital Deficit (under the APA) shall be deemed to be zero, and is hereby satisfied in full by the redemption of the Preferred Units and the Additional Settlement Consideration, which resolves the Dispute.

(d) Future Indemnification Claims. The Seller Parties and Digital Agency agree that neither the Company nor Digital Agency shall make, and hereby releases and discharges, any claim of indemnification (i) related to the Dispute, and the components contained in the Buyer's calculation of the alleged Working Capital Deficit as set forth in correspondence from John Shoaf dated June 16, 2023, calculation of deferred revenue, accounts receivable, refunds, and all related items and other transactions contemplated in the Illustrative Calculation of Working Capital incorporated into Schedule 1.10 of the APA; (ii) any claim for indemnification under Section 6.1 of the APA for the breach of any representation and warranty by the Seller Parties in the APA relating to the items included in or related to the calculation of Working Capital, including without limitation the representations and warranties set forth in Section 3.7 of the APA; and (iii) no amount attributable to any transactions described in subsections (i) and (ii) of this paragraph shall be applied to or reduce the Indemnification Threshold or Cap provided in Section 6.4 of the APA.

(e) Working Capital Escrow Release. Each of Digital Agency, Seller and Lance agree to the release of the full Working Capital Escrow Amount to Seller, pursuant to the Joint Instructions attached hereto as Exhibit B, which shall be submitted to the Escrow Agent (as defined in the APA) upon consummation of the transactions contemplated hereby.

(f) Seller No Longer a Member of the Company. The Company and Seller agree that following the consummation of the transactions contemplated by this Agreement, Seller is no longer a party to the LLC Agreement, and neither Party has any rights or obligations to each other pursuant to the LLC Agreement (other than the rights and obligations under the LLC Agreement which by their terms expressly survive, or by their nature are intended to survive, the withdrawal or removal of a member), and all other rights and obligations are hereby terminated.

(g) The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution of this Agreement on the date hereof (the "Closing Date") remotely by exchange of documents and signatures (or their electronic counterparts).

(h) Cash Consideration. At the Closing, the Company shall deliver to Seller the Redemption Price in immediately available funds.

(i) Tax Treatment. This redemption, together with the Additional Settlement Consideration, shall be treated as a purchase price adjustment under the APA, and neither Seller nor Lance (or their respective representatives) will take any position inconsistent therewith.

(j) Non-Disparagement. Each Party hereby agrees (and agrees to instruct its officers, managers, employees, representatives and agents, as applicable) not to make any negative or disparaging statements or communications about another Party or such Party's operations, or the Party's officers, managers, employees, independent contractors or known investors.

(k) Certificates. The Company and Seller/Lance acknowledge and agree that none of the Preferred Units are certificated.

Section 3. Representations and Warranties of Seller/Lance. Seller/Lance each represent and warrant to the Company and Digital Agency that the statements contained in this Section 3 are correct and complete as of the Closing Date.

(a) Power and Authority. Seller and Lance each have the full legal right, requisite power and authority to execute and deliver this Agreement and to perform Seller's and Lance's obligations hereunder and to consummate the transactions contemplated hereby.

(b) Enforceability. This Agreement has been duly executed and delivered by Seller and Lance, respectively, and constitutes the legal, valid and binding obligation of Seller and Lance, enforceable against Seller and Lance in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other laws of general application relating to or affecting creditors' rights and to general principles of equity.

(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, or other restriction of any government, governmental agency, or court to which Seller or Lance is subject, (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller or Lance is a party or by which Seller or Lance is bound or to which any of Seller's or Lance's assets is subject (or result in the imposition of any Security Interest upon any of Seller's or Lance's assets), or (iii) require Seller or Lance to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(d) Legal Proceedings. Neither Seller nor Lance is a party to any claim, action, suit, proceeding, or governmental investigation ("Action") and, to Seller's and Lance's knowledge, there is no threatened Action, in either case (a) relating to or affecting the Preferred Units or the Additional Settlement Consideration or in which a charging order against the Preferred Units has been sought or awarded; or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement or the Additional Settlement Consideration.

(e) Units. Seller holds of record and owns beneficially the Preferred Units, free and clear of any restrictions on transfer (other than any restrictions under the Securities Act of 1933, as amended, and state securities laws and the LLC Agreement), Security Interests, options, warrants, purchase rights, commitments, and claims. Seller is not a party to any option, warrant, purchase right, or other contract or commitment that could require Seller to sell, transfer, or otherwise dispose of any Preferred Units (other than this Agreement and the LLC Agreement). Upon Seller's receipt of the Redemption Price, good and valid title to the Preferred Units will pass to the Company, free and clear of all Security Interests, options, warrants, purchase rights, commitments, and claims.

(f) Non-Foreign Status. Seller is not a foreign person as such term is used in Section 1446(f) of the Internal Revenue Code of 1986, as amended, or Treasury Regulations Section 1.1445-2.

Section 4. Survival and Indemnification. The representations, warranties, covenants, and agreements contained herein shall survive indefinitely. In the event of a misrepresentation or breach of representation, warranty or covenant contained in this Agreement (including the failure of the Company to receive in full the Additional Settlement Consideration or any claim by Rossell or Jolin for inadequacy of consideration for entering into their respective redemption agreements as contemplated hereby), Seller agrees to indemnify the Company and Digital Agency from and against any Adverse Consequences the Company or Digital Agency may suffer resulting from, arising out of, relating to, in the nature of, or caused by such misrepresentation, breach or claim.

Section 5. Covenant Amendment. Effective as of Closing, Section 4.6 of the APA, entitled Covenant Not to Solicit, is amended and restated in its entirety to read as follows:

> Covenant Not to Solicit. During the Restricted Period, each Seller shall not, directly or indirectly, in any manner (whether on his or its own account, or as an owner, operator, manager, consultant, officer, director, employee, investor, agent, representative or otherwise), (a) call upon, solicit or provide services to any Customer with the intent of selling or attempting to sell any products or services similar to those offered by the Business, (b) hire or engage or recruit, solicit or otherwise attempt to employ or engage, or enter into any business relationship with, any Person currently employed by, or providing consulting services to, Buyer, or induce or attempt to induce any Person to leave such employment or consulting arrangement, it being understood and agreed that each Seller may hire or otherwise employ (i) individuals formerly employed by or providing consulting services to the Company who are no longer employed by or providing services to the Company so long as Seller does contact, induce or attempt to induce any Person to leave such employment or consulting arrangement with the Company; or (c) in any way interfere with the relationship between Buyer or its Affiliates and any employee, consultant, Customer, sales representative, broker, supplier, licensee or other business relation (or any prospective Customer, supplier, licensee or other business relation) of Buyer or its Affiliates (including, without limitation, by making any negative or disparaging statements or communications regarding Buyer or its Affiliates or any of their operations, officers, managers, employees, independent contractors or investors).

Section 6. Miscellaneous.

(a) Entire Agreement. This Agreement (together with the exhibits attached hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(b) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

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

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and effective for all purposes.

(e) Governing Law; Interpretation. This Agreement shall be construed in accordance with and governed for all purposes by the internal substantive laws of the State of Delaware applicable to contracts executed and to be wholly-performed within such State.

(f) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Company and Seller. No waiver by any Party 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.

(g) Withholding. The Company shall be entitled to deduct and withhold from any consideration payable pursuant to this Agreement such amounts as may be required to be deducted or withheld therefrom under any provision of applicable law. To the extent such amounts are so deducted or withheld, such amounts shall be remitted to the appropriate governmental entity, and treated for all purposes as having been paid to Seller.

(h) Expenses. Except as set forth herein, Seller/Lance and the Company/Digital Agency will bear Seller's/Lance's or the Company's/Digital Agency's own respective costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(i) Agreement Prepared by Company Counsel. Seller and Lance have read this Agreement and acknowledge that:

(i) counsel for Company and Digital Agency prepared this Agreement on behalf of Company and Digital Agency and not on behalf of any equityholder of the Company (including Seller);

(ii) Seller has been advised that a conflict exists between its interests, the interests of Company, and/or the interests of the other equityholders of the Company;

(iii) this Agreement and the transactions contemplated by this Agreement may have significant legal, tax, financial, and other consequences to Seller;

(iv) Seller and Lance have sought the advice of independent legal and tax counsel and/or financial and tax advisors of its choosing regarding such consequences; and

(v) counsel for Company has made no representations to Seller or Lance regarding such consequences.

[*Signatures on following page*]

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

COMPANY:

1SEO HOLDINGS, LLC

DocuSigned by:
By: John Shoaf
2F417E1D7A7C479...
Name: John Shoaf
Title: Executive Chairman

SELLER:

BACHMANN INC.

DocuSigned by:
By: LANCE BACHMANN
852F2785AF60436...
Name: Lance Bachmann
Title: pres

DIGITAL AGENCY:

1SEO DIGITAL AGENCY, LLC

DocuSigned by:
By: John Shoaf
2F417E1D7A7C479...
Name: John Shoaf
Title: Executive Chairman

LANCE:

DocuSigned by:
LANCE BACHMANN
852F2785AF60436...
Lance Bachmann, individually

[Signature Page to Settlement and Redemption Agreement]

EXHIBIT A

Form of Redemption Agreements (Rossell and Jolin)

(See attached)

EXHIBIT B

Joint Instructions

(See attached)

EXHIBIT “C”

Mar 7, 2025

Mr. Lance Bachmann
LB Capital
1414 Radcliffe St Suite #115,
Bristol, PA 19007

Dear Mr. Bachmann,

Per the terms of the purchase agreement dated Feb 17, 2023 please find the enclosed “Earnout Report” detailing the financial performance of 1SEO Digital Agency for the 24 month period beginning on Feb 17, 2023 and ending on Feb 16, 2025.

Also enclosed is the calculation and determination of the “Earnout Amount” based on Schedule 1.4 from the original purchase agreement dated Feb 17, 2023.

John Shoaf
Executive Chairman

1SEO Digital Agency, LLC
Profit and Loss
February 17, 2023 - February 16, 2025

	Feb 17 - Dec 31 2023	Jan 1- Dec 31 2024	Jan 1-Feb 16 2025	Total (24 Mo)	Average Annual
Revenue					
40000 Gross Sales	12,079,549	12,062,929	1,549,621	25,692,099	12,846,049
4410 Unapplied Cash Payment Income	0	0	0	0	0
Total Revenue	**$ 12,079,548**	**$ 12,062,929**	**$ 1,549,621**	**$ 25,692,099**	**$ 12,846,049**
Cost of Goods Sold					
Direct Labor (employees)	3,948,114	3,882,382	466,400	8,296,896	4,148,448
Direct Labor (subcontractors)	33,619	495,063	40,107	568,790	284,395
Media Purchased for Clients (deleted)	0	0	0	0	0
Partner Referrals (revenue share)	718,870	556,702	57,130	1,332,701	666,351
Software Tools - Operations	728,883	712,141	100,389	1,541,413	770,706
Total Cost of Goods Sold	**$ 5,429,486**	**$ 5,646,288**	**$ 664,026**	**$ 11,739,800**	**$ 5,869,900**
Gross Profit	**$ 6,650,062**	**$ 6,416,641**	**$ 885,596**	**$ 13,952,298**	**$ 6,976,149**
SG&A Expenses					
63300 Insurance Expense	46,137	52,935	15,179	114,251	57,125
64200 Marketing Expense	897,335	777,924	161,023	1,836,282	918,141
66700 Professional Fees	487,999	290,848	47,448	826,295	413,147
Bad Debt Expense	484,231	137,414	417	622,062	311,031
Bank Processing Fees	347,685	146,183	16,316	510,184	255,092
Office Expenses	270,377	267,077	34,587	572,042	286,021
Other Misc Expenses	37,307	-23,415	6,344	20,237	10,118
Payroll (admin)	1,695,584	2,183,945	279,908	4,159,437	2,079,719
Payroll (sales)	651,505	660,631	83,256	1,395,392	697,696
Software Tools - Admin	215,164	304,703	29,799	549,666	274,833
Total SG&A Expenses	**$ 5,133,325**	**$ 4,798,245**	**$ 674,276**	**$ 10,605,846**	**$ 5,302,923**
Net Operating Income (EBITDA)	**$ 1,516,737**	**$ 1,618,396**	**$ 211,320**	**$ 3,346,452**	**$ 1,673,226**
Other Income					
Interest Income	19,541	57,223	848	77,613	38,807
Total Other Income	**$ 19,541**	**$ 57,223**	**$ 848**	**$ 77,613**	**$ 38,807**
Other Expenses					
62400 Depreciation Expense	99,001	113,144	0	212,145	106,073
63400 Interest Expense	490,100	571,172	70,714	1,131,986	565,993
Amortization Expense	763,567	872,648	0	1,636,215	818,108
Taxes	0	0	1,896	1,896	948
Transaction Related Expenses	274,954	0	0	274,954	137,477
Total Other Expenses	**$ 1,627,622**	**$ 1,556,964**	**$ 72,610**	**$ 3,257,196**	**$ 1,628,598**
Net Other Income	**-$ 1,608,081**	**-$ 1,499,740**	**-$ 71,762**	**-$ 3,179,583**	**-$ 1,589,792**
Net Income	**-$ 91,345**	**$ 118,656**	**$ 139,558**	**$ 166,869**	**$ 83,435**

SECTION 1.4

Earnout Calculation

24-MO EBITDA	Annual Avg	Earnout	Total EV
5,300,000	2,650,000	-	13,000,000
5,400,000	2,700,000	428,571	13,428,571
5,500,000	2,75[illegible]000	857,143	13,857,143
5,600,000	2,800,000	1,285,714	14,285,714
5,700,000	2,850,000	1,714,286	14,714,286
5,800,000	2,900,000	2,142,857	15,142,857
5,900,000	2,950,000	2,571,429	15,571,429
$ 6,000,000	**$ 3,000,000**	**3,000,000**	**$16,000,000**

As a result of the 24-month cumulative EBITDA (even after courtesy adjustments), falling well below the minimum threshold of $5,300,000 the determination is that the final Earnout Amount shall be $0.00.

EXHIBIT “D”

To: 1 SEO Digital Agency, LLC

From: Bachmann, Inc. (formerly known as 1 SEO.Com, Inc.)

Re: Earnout Report

Date: March 17, 2025

EARNOUT OBJECTIONS STATEMENT

We are in receipt of the Earnout Report dated March 7, 2025, delivered pursuant to Section Section 1.5 of the Asset Purchase Agreement between 1SEO Digital Agency, LLC, ("**you**" or "**Buyer**"), Bachmann Inc. (formerly known as 1SEO.com Inc.) ("**Company**" or "**we**") and Lance Bachmann, dated February 17, 2023 (the "**Agreement**"). The Report indicates that the Earnout Amount is $0. The Company objections to the Earnout Report, which objections shall constitute the "Earnout Objections Statement" as defined in Section 1.5 of the Agreement.

OBJECTIONS

The Company is limited in its ability to provide details regarding its objections, and the flaws in the Buyer's calculation of the Earnout Amount, because the Buyer has not shared sufficient information regarding its operation of the Business to allow the Company fully to evaluate either the operation of the Business or the Buyer's calculation of the Earnout Amount, thereby frustrating the intent and purpose of Section 1.5 of the Agreement. Subject to, and without waiver of, those limitations, the Company objects to the Earnout Report and the calculation of the Earnout Amount as follows:

I. Lack of Good Faith

The Buyer did not operate the Business in a manner that would have been likely to maximize revenues and growth. The Company's failure to at least maintain a level of production and performance of the Business that was projected and promised to the Company at the time of the Closing of the sale of Assets, without any notice or effort to seek the Company's input amounted to a breach of the good faith obligation that is inherent in every contract. Absent additional information from the Buyer regarding its operation of the Business, the Buyer cannot provide a comprehensive analysis of the flaws in the calculation of the Earnout Amount.

II. Negligence.

The Buyer owed a duty to the Company to operate the Business in a manner designed to maximize revenues. The Company violated this duty by failing to notify or seek any input from the Company as it oversaw a steady decline in performance of the assets and, at a minimum, failed to mitigate losses and the decline in financial performance. This violation resulted in damage to the Company in the loss of its expected earnings from the sale of the Assets to the Buyer and in a flawed calculation, though the Company cannot

provide further analysis of the flaws in the calculation absent additional information from the Buyer.

CONCLUSION

As detailed above, the Company objects to the calculation of the Earnout Amount and demands that the Buyer pay the maximum Earnout Amount of $3,000,000 to the Company as provided in Section 1.4 of the Agreement.

Respectfully Submitted,

Bachmann, Inc. (formerly known as 1SEO.com. Inc).

_____

By: Lance Bachmann, President

EXHIBIT “E”

BakerHostetler

Baker&Hostetler LLP
Key Tower
127 Public Square, Suite 2000
Cleveland, OH 44114-1214

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F 216.696.0740
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Jeffrey R. Vlasek
direct dial: 216.861.7421
jvlasek@bakerlaw.com

April 14, 2025

VIA E-MAIL

Mathieu J. Shapiro
Managing Partner, Obermayer
1500 Market Street, Suite 3400
Philadelphia, PA 19102
mathieu.shapiro@obermayer.com

Re: IMMEDIATE CEASE AND DESIST DEMANDED BY 1SEO DIGITAL AGENCY LLC Re: Lance Bachmann's Restrictive Covenants

Mr. Shapiro:

Our firm has been retained by 1SEO Holdings, LLC, owner of 1SEO Digital Agency LLC, regarding Mr. Lance Bachmann's threats to violate his restrictive covenants. We are currently investigating the situation and are evaluating all of our legal options, including bringing any necessary legal action to seek equitable remedies, including injunctive relief, and recover damages and fees should we uncover any unlawful conduct on the part of Mr. Bachmann or should he carry through on his threats.

On February 17, 2023, Mr. Bachmann executed an Asset Purchase Agreement (the "APA"), a copy of which is enclosed. In addition, Mr. Bachmann executed a Settlement and Redemption Agreement (the "SRA") on July 26, 2023, a copy of which is also enclosed. These agreements prohibit Mr. Bachmann from engaging in certain specified conduct, including the conduct he threatened to engage in during the April 11, 2025, teleconference call.

To summarize, the APA prohibits Mr. Bachmann, for a period of five (5) years after Closing, from engaging, in any manner, in the business of providing search engine optimization, search engine marketing, digital marketing services, and all other services provided by 1SEO.com Inc. (the "Business"), or engaging, in any manner, in any business that competes directly or indirectly, anywhere in North America. Nor may he own interest in, manage, control, provide financing to, or consult for any person that is engaged in the Business or who competes directly or indirectly with 1SEO Digital Agency LLC. (See APA, Sec. 4.5).

Under the APA, as amended by the SRA, Mr. Bachmann is prohibited, for a period of five (5) years, from soliciting any Customer (as defined in the APA) for the sale of any products of services similar to those offered by the Business, from attempting to hire, recruit, employ, or enter into any business relationship with any employee or consultant of 1SEO Digital Agency LLC, from attempting to induce any employee or consultant to change their relationship with 1SEO Digital Agency LLC, and from interfering with the relationships 1SEO Digital Agency LLC has with any employee, consultant, customer, sales representative, broker, supplier, licensee, or other business relation (including a prohibition on negative and disparaging statements). (See SRA, Sec. 5).

To be clear:

Mr. Bachmann's threats to go into business with Bill Rossell would violate these agreements.

Mr. Bachmann's threats to attempt to take all of 1SEO Digital Agency LLC's clients would violate these agreements. Indeed, if Mr. Bachmann attempts to take even a single client, it would be a violation of these agreements.

Mr. Bachmann's threats to disparage 1SEO Digital Agency LLC in the business community, would violate these agreements. Moreover, Mr. Bachmann's personal threats against 1SEO Digital Agency management and employees are both unwelcome and totally inappropriate.

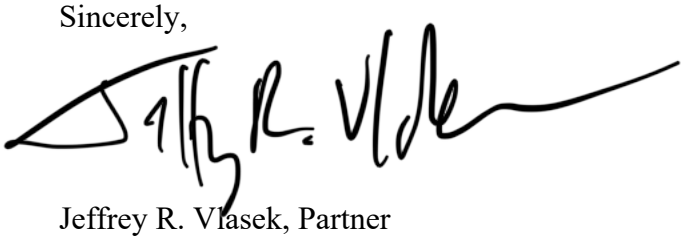
Based on Mr. Bachmann's threatened conduct, we must demand that he immediately cease and desist from engaging in any violative conduct. We request that he confirm in writing by the close of business on Thursday, April 17, 2025, that he has complied, and will continue to comply, with his restrictive covenants contained in the APA and RSA.

Should Mr. Bachmann decide not to comply with the request to abide by his restrictive covenants, 1SEO Digital Agency LLC is prepared to promptly take all steps necessary to protect its rights, including filing a complaint to enforce the above referenced agreements and assert any other applicable claims under the law based on Mr. Bachmann's conduct, including but not limited to, tortious interference with contract/business. 1SEO Digital Agency LLC will also take all necessary steps to seek the maximum recovery available to it, including attorneys fees, costs, and expenses. (See APA, Sec. 4.7).

This letter is not intended as a full recitation of the facts or a complete review of applicable law. Nothing contained in or omitted from this letter is or shall be deemed to be a limitation, restriction, or waiver of any of 1SEO Digital Agency LLC's rights or remedies, either at law or in equity, in connection with any of the matters raised herein, all of which are expressly reserved.

Thank you for your immediate attention to this matter.

Sincerely,



Jeffrey R. Vlasek, Partner

Baker Hostetler LLP

EXHIBIT “F”

OBERMAYER

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April 16, 2025

VIA EMAIL

Jeffrey R. Vlasek, Esquire
Baker & Hostetler LLP
Key Tower
127 Public Square, Suite 2000
Cleveland, OH 44114-1214

Re: Lance Bachmann and 1SEO Digital Agency LLC

Dear Mr. Vlasek:

I received your April 14, 2025, letter.

I do not think your letter accurately reflects what happened during the April 11, 2025, conference call it references.

First, your letter does not remotely reflect the questions Mr. Bachmann raised regarding the operation of 1SEO since the execution of the APA. Mr. Bachmann asked, or referenced questions from prior conversations about, the operation of 1SEO, including about debts incurred; about increases in payroll with no corresponding increase in sales; about management fees; about the "total other expenses;" and about many other things.

Second, your letter is in many ways unlike any "cease and desist" letter I have ever read. In the first paragraph, you reference the potential for "uncovering" any unlawful conduct, and what might occur "should [Mr. Bachmann] carry through on his threats." Later, on page 2, you refer repeatedly to "Mr. Bachmann's threats" and his "threatened conduct." And you wind up by apparently threatening what might happen, in the future, "[s]hould Mr. Bachmann decide not to comply with" various contractual provisions. In short, your letter seems to acknowledge it is

premature and that Mr. Bachmann has not violated anything. In that context, the demand for a written statement seems completely inappropriate.

Still further, I reject the concept that Mr. Bachmann "threatened" any of the actions referenced. As I heard the conversation, Mr. Bachmann responded to clear statements that 1SEO had breached repeatedly its own obligations under the APA and would not make good on moneys rightful owed to Mr. Bachmann. Mr. Bachmann explained the potential consequences of 1SEO disregarding the APA, which I recall him saying he wanted to avoid.

Indeed, Mr. Bachmann has been trying for some time to reach an amicable resolution—and that remains his goal. To that end, and while I am happy to get on the phone, as you requested, Mr. Bachmann has been clear about what types of resolution might be acceptable to him. During the April 11 call, the 1SEO representatives were clear, in response to Mr. Bachmann's direct question, that they were communicating their best and final offer. If that is the case, I do not know what there is discuss—though I will, of course, still get on the phone with you.

In the meantime, Mr. Bachmann demands to review all of the documents he should already have received: for each calendar quarter during the 24 months after the closing on February 17, 2023, (which is the "Measurement Period"):

- Balance Sheets
- Income Statements (Profit and Loss)
- Statements of Cash Flows

Mr. Bachmann is also entitled to and requests all back-up data, including access to the Company's QuickBooks and general ledger reports for those periods, and statements of retained earnings and total shareholder/member distributions. Kindly forward all of these materials at your earliest convenience.

Thank you for your attention to this matter.

Sincerely,

MATHIEU J. SHAPIRO

JS 44 (Rev. 09/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

BACHMANN INC. f/k/a 1 SEO.COM INC, a Pennsylvania Corporation and LANCE BACHMANN

(b) County of Residence of First Listed Plaintiff Bucks Co., PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Kasey H. DeSantis (No. 5882); Fox Rothschild LLP; 1201 North Market Street, Suite 1200, Wilmington, DE 19801; 302.654.7444

DEFENDANTS

1SEO DIGITAL AGENCY, LLC, a Delaware limited liability company; 1SEO HOLDINGS, LLC, a Delaware limited liability company; SKYHARBOR, LLC d/b/a SKYHARBOR CAPITAL PARTNERS; JOHN SHOAF, JOHN DOES 1 through 10

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ❒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	❒ 1	❒ 1	Incorporated *or* Principal Place of Business In This State	❒ 4	☒ 4
Citizen of Another State	❒ 2	❒ 2	Incorporated *and* Principal Place of Business In Another State	☒ 5	❒ 5
Citizen or Subject of a Foreign Country	❒ 3	❒ 3	Foreign Nation	❒ 6	❒ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
❒ 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	❒ 625 Drug Related Seizure of Property 21 USC 881	❒ 422 Appeal 28 USC 158	❒ 375 False Claims Act
❒ 120 Marine	❒ 310 Airplane	❒ 365 Personal Injury - Product Liability	❒ 690 Other	❒ 423 Withdrawal 28 USC 157	❒ 376 Qui Tam (31 USC 3729(a))
❒ 130 Miller Act	❒ 315 Airplane Product Liability	❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability		PROPERTY RIGHTS	❒ 400 State Reapportionment
❒ 140 Negotiable Instrument	❒ 320 Assault, Libel & Slander	❒ 368 Asbestos Personal Injury Product Liability		❒ 820 Copyrights	❒ 410 Antitrust
❒ 150 Recovery of Overpayment & Enforcement of Judgment	❒ 330 Federal Employers' Liability	PERSONAL PROPERTY		❒ 830 Patent	❒ 430 Banks and Banking
❒ 151 Medicare Act	❒ 340 Marine	❒ 370 Other Fraud		❒ 835 Patent - Abbreviated New Drug Application	❒ 450 Commerce
❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)	❒ 345 Marine Product Liability	❒ 371 Truth in Lending		❒ 840 Trademark	❒ 460 Deportation
❒ 153 Recovery of Overpayment of Veteran's Benefits	❒ 350 Motor Vehicle	❒ 380 Other Personal Property Damage	LABOR	SOCIAL SECURITY	❒ 470 Racketeer Influenced and Corrupt Organizations
❒ 160 Stockholders' Suits	❒ 355 Motor Vehicle Product Liability	❒ 385 Property Damage Product Liability	❒ 710 Fair Labor Standards Act	❒ 861 HIA (1395ff)	❒ 480 Consumer Credit (15 USC 1681 or 1692)
☒ 190 Other Contract	❒ 360 Other Personal Injury		❒ 720 Labor/Management Relations	❒ 862 Black Lung (923)	❒ 485 Telephone Consumer Protection Act
❒ 195 Contract Product Liability	❒ 362 Personal Injury - Medical Malpractice		❒ 740 Railway Labor Act	❒ 863 DIWC/DIWW (405(g))	❒ 490 Cable/Sat TV
❒ 196 Franchise			❒ 751 Family and Medical Leave Act	❒ 864 SSID Title XVI	❒ 850 Securities/Commodities/ Exchange
			❒ 790 Other Labor Litigation	❒ 865 RSI (405(g))	❒ 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	❒ 791 Employee Retirement Income Security Act	FEDERAL TAX SUITS	❒ 891 Agricultural Acts
❒ 210 Land Condemnation	❒ 440 Other Civil Rights	Habeas Corpus:		❒ 870 Taxes (U.S. Plaintiff or Defendant)	❒ 893 Environmental Matters
❒ 220 Foreclosure	❒ 441 Voting	❒ 463 Alien Detainee	IMMIGRATION	❒ 871 IRS—Third Party 26 USC 7609	❒ 895 Freedom of Information Act
❒ 230 Rent Lease & Ejectment	❒ 442 Employment	❒ 510 Motions to Vacate Sentence	❒ 462 Naturalization Application		❒ 896 Arbitration
❒ 240 Torts to Land	❒ 443 Housing/ Accommodations	❒ 530 General	❒ 465 Other Immigration Actions		❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
❒ 245 Tort Product Liability	❒ 445 Amer. w/Disabilities - Employment	❒ 535 Death Penalty			❒ 950 Constitutionality of State Statutes
❒ 290 All Other Real Property	❒ 446 Amer. w/Disabilities - Other	Other:			
	❒ 448 Education	❒ 540 Mandamus & Other			
		❒ 550 Civil Rights			
		❒ 555 Prison Condition			
		❒ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ❒ 2 Removed from State Court ❒ 3 Remanded from Appellate Court ❒ 4 Reinstated or Reopened ❒ 5 Transferred from Another District *(specify)* ❒ 6 Multidistrict Litigation - Transfer ❒ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. § 1332

Brief description of cause:
Defendants have breached an Asset Purchase Agreement by failing to make required cash and earnout payments.

VII. REQUESTED IN COMPLAINT:

❒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ❒ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):
JUDGE _____ DOCKET NUMBER _____

DATE
05/01/2025

SIGNATURE OF ATTORNEY OF RECORD
/s/ Kasey H. DeSantis (No. 5882)

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.