

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement is made and entered into as of August 19, 2022 (the “**Effective Date**”) by and among Liquid Services and Logistics LLC, a Delaware limited liability company (“**Buyer**”), Talon Property Services, LLC, a Georgia limited liability company (“**Seller**”), Robert Heller and Chris Counts (collectively, the “**Members**”). Buyer, Seller and Members will be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Seller is in the business, among other things, of plumbing services and pumping, which includes, without limitation, drain cleaning, jetting, video camera inspections, water heater repair and replacement, septic tank maintenance and repair, backflow testing, maintenance and repair, and septic tank pumping (the “**Business**”).

B. Buyer is in the Business and also in the business of bulk tanker hauling and the processing, treatment, and disposal of non-hazardous liquid waste, which includes, without limitation, used cooking oil collection, and grease trap pumping (the “**Buyer Business**” and collectively with the Business referred to as the “**Restricted Business**”).

C. Buyer wishes to purchase, and Seller wishes to sell, certain of Seller’s assets upon the terms set forth herein.

AGREEMENT

In consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties by their execution hereof), the Parties agree as follows.

Article I Definitions; Construction

1.1. Definitions. Capitalized terms shall have the meanings given to them in this Agreement. Capitalized terms not otherwise defined herein shall have the meanings given to them in Exhibit A attached hereto.

1.2. Construction. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person include such person’s successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) ”including” is not limiting; (v) ”or” has the inclusive meaning represented by the phrase “and/or”; (vi) the words “hereof,” “herein,” “hereby,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) section, clause, Exhibit and Schedule references are to this Agreement unless otherwise specified; (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; and (ix) general or specific references to any Law mean such Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, unless the effect thereof is to reduce, limit or otherwise prejudicially affect any obligation or any right, power or remedy hereunder, in which case such amendment, modification, codification or reenactment will not, to the maximum extent permitted by applicable Law, form part of this Agreement and is to be disregarded for purposes of the construction and interpretation hereof.

1.3. Interpretation. 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 regarding this Agreement, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Article II Purchase and Sale of Assets

2.1. Conveyance of Purchased Assets. Subject to the terms and conditions hereof, at the Closing, Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase from Seller, the Purchased Assets, specifically excluding the Excluded Assets, free from any Encumbrances whatsoever.

2.2. Assumed Liabilities; Excluded Liabilities. Except for obligations that arise from (i) ownership of the Purchased Assets and operation of the Business from and after Closing, (ii) the Working Capital, Work in Progress, Accounts Payable, Assumed Contracts and any Transferred Permits, in each case which are assumed by Buyer pursuant to this Agreement or the Assignment and Assumption Agreement (collectively, the “*Assumed Liabilities*”), Purchaser does not and shall not assume or be liable for, and shall not be obligated to pay or satisfy, any Liability of the Business, Seller or any other Person, including any Liability arising out of ownership or use of the Purchased Assets prior to the Closing Date or the operation of the Business prior to the Closing Date (collectively, the “*Excluded Liabilities*”). The Excluded Liabilities shall remain the responsibility and obligation of Seller at and after the Closing, and Seller shall timely pay, discharge and perform all such Excluded Liabilities in accordance with their terms. Notwithstanding anything to the contrary set forth in this Agreement or in the Assignment and Assumption Agreement, the Parties intend that Buyer is not, nor is it to be deemed, a successor of Seller with respect to any of the Excluded Liabilities (of any nature) due to third parties arising or accruing before, on or after the Closing Date.

2.3. Purchase Price. The aggregate purchase price for the Purchased Assets shall be Ten Million Dollars (\$10,000,000.00) (the “*Base Purchase Price*”), subject to adjustment pursuant to Section 2.4 hereof (as adjusted, the “*Purchase Price*”). At Closing, an amount equal to (i) the Base Purchase Price minus the Holdback Amount (the “*Closing Payment*”), plus (ii) Forty-four Thousand Four Hundred Ninety-Six and 07/11 Dollars (\$44,496.07) for that certain 2022 Ford F150 XL, VIN: 1FTEW1CB9NKE11688, less (iii) the Debt Payoff Amount, shall be paid by wire transfer of immediately available funds to Seller for the benefit of each Member pursuant to the wire instructions for Seller listed on Schedule 2.3. The Debt Payoff Amount shall be paid by wire transfer of immediately available funds to such parties (and in such amount) as set forth in the Pay-off Letters (for avoidance of doubt, the payment of the Debt Payoff Amount is an accommodation to Seller and is done at its direction and is not an assumption of any of the Liabilities associated with such Debt Payoff Amount).

2.4. Base Purchase Price Adjustment.

(a) Pre-Closing Adjustment. Not later than three (3) Business Days prior to the anticipated Closing Date, Seller shall have delivered to Buyer a calculation of its good faith estimate of the Closing Working Capital (the “*Estimated Working Capital Statement*”). Such Estimated Working Capital Statement must be derived from Seller’s Books and Records, prepared in accordance with the Accounting Methodologies, consistently applied, and calculated consistent in all respects with, including using the same line items as, the Sample Calculation Schedule agreed to by the Parties for purposes of calculation of Working Capital attached hereto as Exhibit F and incorporated herein by reference (the “*Sample Calculation Schedule*”). Buyer will have the right to review the computation and work papers and the underlying Books and Records used in such calculation and approve such calculation, which

approval may not be unreasonably withheld, delayed or conditioned. Such estimated Working Capital, with such changes, if any, as may be agreed to between Seller and Buyer not later than the Business Day immediately preceding the Closing Date, is the “**Estimated Working Capital**.” The Base Purchase Price (i) will be increased to the extent that the Closing Working Capital is greater than the Target Working Capital or (ii) will be decreased to the extent that the Closing Working Capital is less than the Target Working Capital (the Base Purchase Price as so adjusted or not, the “**Closing Purchase Price**”). For the avoidance of doubt, the Working Capital shall include all work-in-progress of the Business as of the Closing Date as unbilled accounts receivable.

(b) Post-Closing Working Capital Adjustment.

(i) Delivery of Calculation and Examination. Within 121 days after the Closing Date, Buyer shall prepare and deliver to Seller a statement setting forth its good faith calculation of Closing Working Capital (the “**Closing Working Capital Statement**”), which Closing Working Capital Statement shall set forth in reasonable detail and with supporting documents the basis for the determination of the Closing Working Capital. The Closing Working Capital Statement shall be prepared in accordance with the Accounting Methodologies, consistently applied, and calculated consistent in all respects with, including the same line items as, the Sample Calculation Schedule. After receipt of the Closing Working Capital Statement, Seller shall have forty-five (45) days (the “**Review Period**”) to review the Closing Working Capital Statement. During the Review Period, Seller and Seller’s accountants shall have access to the relevant Books and Records of Buyer, the personnel of, and work papers prepared by, Buyer and/or Buyer’s accountants to the extent that they relate to the Closing Working Capital Statement and to such historical financial information (to the extent in Buyer’s possession) relating to the Closing Working Capital Statement as Seller may reasonably request for the purpose of reviewing the Closing Working Capital Statement and preparing a Statement of Objections, *provided, that* such access shall be in a manner that does not unreasonably interfere with the normal business operations of Buyer.

(ii) Objection. On or prior to the last day of the Review Period, Seller may object to the Closing Working Capital Statement by delivering to Buyer a written statement setting forth Seller’s objections in reasonable detail, indicating each disputed item or amount and the basis for Seller’s disagreement therewith (the “**Statement of Objections**”). If Seller fails to deliver the Statement of Objections before the expiration of the Review Period, the Closing Working Capital Statement and the Post-Closing Adjustment reflected in the Closing Working Capital Statement shall be deemed to have been accepted by Seller. If Seller delivers the Statement of Objections before the expiration of the Review Period, Buyer and Seller shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the “**Resolution Period**”), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustment and the Closing Working Capital Statement with such changes as may have been previously agreed in writing by Buyer and Seller shall be final and binding.

(iii) Resolution of Disputes. If Seller and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute (“**Disputed Amounts**” and any amounts not so disputed, the “**Undisputed Amounts**”) shall be submitted for resolution to the Independent Accountant who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only, including performing a recalculation of the Closing Working Capital as provided for in this Section, and specify any adjustments to the Closing Working Capital Statement. Each Party hereby acknowledges and agrees that the Independent Accountant, as of the Closing Date and as of the time of their engagement, (i) is, and will be, independent as it relates to such Party, and (ii) has not had, and will not have had, material prior engagements or dealings with such Party. The Parties will cooperate with the Independent Accountant during the term of its engagement. The Independent Accountant’s determination of the Closing Working Capital shall be based solely on the Closing Working Capital Statement and the Statement of Objections

and shall be determined in accordance with the guidelines and procedures (including the definitions of Closing Working Capital, Working Capital, Current Assets, and Current Liabilities) set forth in this Agreement (i.e., not on the basis of an independent review). The Independent Accountant shall only decide the Disputed Amounts, and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Closing Working Capital Statement and the Statement of Objections, respectively. The Parties agree that the Independent Accountant's resolution of the Disputed Items and all adjustments to the Closing Working Capital Statement shall be made without regard to materiality.

(iv) Fees of the Independent Accountant. All fees and expenses of the Independent Accountant shall be borne by each Party in proportion to the extent that it did not prevail in the dispute. For example, if Buyer's Closing Working Capital Statement contains a line item calculation of \$1,000 and Seller contests only \$500 of the amount claimed by Buyer, and if the Independent Accountant ultimately resolves the dispute by awarding Buyer \$300 of the \$500 contested, then the costs and expenses of the Independent Accountant will be allocated 60% (i.e., 300/500) to Seller and 40% (i.e., 200/500) to Buyer.

(v) Determination by Independent Accountant. The Independent Accountant shall make a determination as soon as practicable within thirty (30) days (or such other time as the Parties shall agree in writing) after their engagement. The resolution of the Disputed Amounts and the resulting Closing Working Capital and Closing Working Capital Statement shall become final and binding upon the Parties when (i) set forth in a writing signed by the Independent Accountant, and (ii) delivered to Buyer and Seller.

(vi) Payments of Post-Closing Adjustment. The payment of the Post-Closing Adjustment (if any) shall (A) be due (x) within five (5) Business Days of acceptance or deemed acceptance of the applicable Closing Working Capital Statement pursuant to Section 2.4(b)(i) or Section 2.4(b)(ii), (y) within five (5) Business Days of Buyer's and Seller's mutual agreement of the applicable Closing Working Capital Statement (whether before or after a Statement of Objections is furnished by Seller, if applicable), or (z) if there are Disputed Amounts which have not been resolved pursuant to the foregoing clause (y), then within five (5) Business Days of the resolution described in Section 2.4(b)(iii); and (B) be payable as follows:

(A) If the Post-Closing Adjustment is a positive number, Buyer shall pay the amount of such Post-Closing Adjustment to Seller by wire transfer of immediately available funds to such account as is directed by Seller.

(B) If the Post-Closing Adjustment is a negative number, Seller shall pay the amount of such Post-Closing Adjustment to Buyer by wire transfer of immediately available funds to such account as is directed by Buyer; provided that, the Seller may elect to set off the amount of Post-Closing Adjustment against the Holdback Funds, in Seller's sole discretion.

Upon payment of the amounts provided in this Section 2.4(b)(vi), none of the Parties may make or assert any claim under this Section 2.4.

(vii) Exclusion of Zero Value A/R from Working Capital Calculation. For the avoidance of doubt, any Accounts Receivable that have not been collected within 120 days from the original invoice due date (collectively, "**Zero Value A/R**") shall be excluded from calculation of Closing Working Capital.

(c) Adjustments for Tax Purposes. Any payments made pursuant to Section 2.4 shall be treated as an adjustment to the Purchase Price by the Parties for Tax purposes, unless otherwise required by Law.

2.5. Purchase Price Allocation. The sum of the Purchase Price and the amount of the Assumed Liabilities represent the amount agreed upon by the Parties to be the value of the Purchased Assets contained herein. The Purchase Price and the amount of the Assumed Liabilities shall be allocated among the Purchased Assets in a manner consistent with Section 1060 of the Code and the regulations thereunder and in the manner set forth on the allocation schedule attached hereto as Section 2.5 of the Disclosure Schedules (the “*Allocation Schedule*”). Buyer and Seller shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule. Any adjustments to Purchase Price pursuant to Section 2.4 herein shall be allocated in a manner consistent with the Allocation Schedule.

2.6. Holdback Amounts.

(a) Holdback Amount. As a part of the Purchase Price, on the one (1) year anniversary of the Closing Date, Buyer shall pay Seller the Holdback Amount, less the amount paid to repair the vehicles listed on Schedule 3.8 of the Disclosure Schedules, for the benefit of each Member pursuant to the wire instructions for Seller listed on Schedule 2.3 of the Disclosure Schedules. For all such repairs to the vehicles listed on Schedule 3.8 of the Disclosure Schedules, Buyer shall give notice to the Member Representative of all quotes for repairs to such vehicles prior to repair. Seller shall have five (5) Business Days from its receipt of the quote in which to notify Buyer to (i) resolve and satisfy such claim pursuant to the supplied quote, and/or (ii) Seller obtain a second quote for such repair at then prevailing labor rates and cost for parts. In the event Seller does not provide notification to Buyer as provided in the immediately preceding sentence, Buyer may address such repair as it determines in its commercially reasonable judgment. No less than ten (10) days after completion of such repairs, Buyer shall provide Member Representative with copies of all invoices and proof of payment for such vehicle repairs.

(b) Right of Set-off. Buyer shall have the right to withhold and set off against any amount otherwise due to be paid to Seller pursuant to this Section 2.6 by the amount of any (i) Post-Closing Adjustment owed to it pursuant to Section 2.4, and (ii) any Adverse Consequences to which any Buyer Indemnitee is entitled to under Article VI of this Agreement, including, without limitation, Adverse Consequences arising out of Warranty Claims.

(c) No Security. The Parties understand and agree that (i) the rights to receive the Holdback Amount shall not be represented by any form of certificate or other instrument, are not transferable, except by operation of Law relating to descent and distribution, divorce and community property, and do not constitute an equity or ownership interest in Buyer, (ii) Seller shall not have any rights as a security holder of Buyer as a result of Seller’s right to receive the Holdback Amount hereunder, and (iii) no interest is payable with respect to the Holdback Amount except as set forth in this Section 2.6(c) or Section 6.7. Notwithstanding the foregoing, so long as Buyer or Members are not then in default under this Agreement or any other Transaction Document and subject to Section 2.6(b), in the event Buyer does not pay the Holdback Amount as and when due hereunder, Seller shall have all rights available to it as an unsecured creditor of Buyer for the Holdback Amount and interest shall run from the date the Holdback Amount is due to Seller hereunder until paid at the Default Rate (as defined in Section 6.7(a)).

2.7. Closing. The closing of the purchase and sale of the Purchased Assets contemplated herein (the “*Closing*”) is to occur via electronic exchange of documents on the Effective Date, or such other date, time and place that Buyer and Seller mutually agree (the “*Closing Date*”). On the Closing

Date, Seller shall surrender to Buyer possession of all the Purchased Assets free from any Encumbrances whatsoever in exchange for the payment of the Closing Payment in immediately available funds, as designated in writing by Seller.

2.8. Conditions to Seller's Obligation. Seller's obligation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) the representations and warranties set forth in Article IV are true and correct in all material respects as of the Effective Date and the Closing Date;

(b) the covenants, agreements and undertakings of Buyer herein have been complied with in all material respects;

(c) no controversy is pending or threatened by or before any arbitrator or Governmental Authority which is reasonably likely to enjoin, restrain or prohibit, or result in material damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated hereby;

(d) At Closing, Buyer shall have tendered to Seller the following documents, executed in a manner and otherwise in form and substance reasonably satisfactory to Seller:

(i) the Closing Payment;

(ii) the Assignment and Assumption Agreement duly executed by Buyer;

(iii) the Transition Services Agreement duly executed by Buyer;

(iv) the Employee Leasing Agreement;

(v) the Employment Agreement;

(vi) the Lease Agreements duly executed by Buyer;

(vii) applications as submitted to the proper Governmental Authority to obtain the Tax Clearance Certificates; and

(viii) the License Agreement duly executed by Buyer.

2.9. Conditions to Buyer's Obligation. Buyer's obligation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(a) the representations and warranties set forth in Article III are true and correct in all material respects as of the Effective Date and the Closing Date;

(b) the covenants, agreements and undertakings of Seller herein have been complied with in all material respects;

(c) no controversy is pending or threatened by or before any arbitrator or Governmental Authority which is reasonably likely to enjoin, restrain or prohibit, or result in material damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated hereby, or (ii) could reasonably be expected to result in a Material Adverse Change to the Business;

(d) no Material Adverse Change has occurred since the date of this Agreement;

(e) Buyer has reviewed the Purchased Assets and the Business and the records thereof and is satisfied in its sole judgment with the information Buyer obtained in such review and with the prospects of the Business;

(f) Buyer has obtained current judgment, pending suit, tax and other lien and Uniform Commercial Code financing statement searches reasonably satisfactory to Buyer with respect to Seller and the Purchased Assets.

(i) the Pay-off Letters providing for the payment of all Indebtedness of the Business secured by any Purchased Asset, together with interest, premiums, penalties, make-whole payments, breakage costs and other fees and expenses (if any) that are required to be paid by Seller as a result of the repayment on the Closing Date of such Indebtedness (the “*Debt Payoff Amount*”), and the release, upon receipt of the Debt Payoff Amount, of all Encumbrances on the Purchased Assets securing obligations under the Indebtedness; and

(ii) the Estimated Working Capital Statement required pursuant to Section 2.4(a);

(g) Buyer has received releases and Uniform Commercial Code termination statements, executed by the appropriate secured Party and in a form appropriate for recording or filing, as applicable, that are sufficient to release any Encumbrance against the Purchased Assets;

(h) At Closing, Seller shall have tendered or cause to be tendered to Buyer the following documents, executed in a manner and otherwise in form and substance reasonably satisfactory to Buyer:

(i) the Assignment and Assumption Agreement duly executed by Seller;

(ii) the Bill of Sale duly executed by Seller;

(iii) the Transition Services Agreement duly executed by Seller;

(iv) the Employee Leasing Agreement;

(v) the Employment Agreement;

(vi) the Lease Agreements duly executed by Seller or an affiliate thereof;

(vii) the Vehicle Bill of Sale duly executed by Seller;

(viii) title to vehicles;

(ix) the License Agreement duly executed by Seller or an affiliate thereof;

(x) the FIRPTA Certificate of W-9 duly executed by Seller;

(xi) a copy of a Certificate of Good Standing with respect to Seller, issued by the Georgia Secretary of State dated as of a date reasonably acceptable to Buyer;

(xii) a certificate of the secretary of Seller certifying copies of resolutions of the Members of Seller authorizing the execution, delivery, and performance of this Agreement, the Transaction Documents;

(xiii) dissolution or merger of Talon Property Services LLC, a Florida limited liability company;

(xiv) the Consent of Seller to the Collateral Assignment of Related Agreements by and between Buyer and Academy Bank, N.A.;

(xv) the Landlord Waiver and Consents by and between Landlord and Academy Bank, N.A. and Talon Property Services, LLC and Academy Bank, N.A.; and

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

Article III Representations and Warranties of Seller

Seller hereby represents and warrants that the statements contained in this Article III are true and complete as of the Closing Date.

3.1. Organization. Seller is a duly organized and validly existing limited liability company in good standing under the Laws of the State of Georgia, and has the power and authority to own, lease and operate its assets and properties and to conduct its business as now being conducted.

3.2. Authorization.

(a) Seller. Seller has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Documents to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the applicable Transaction Documents have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer and Members) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect which affect the enforcement of creditors' rights generally and by equitable principles (the "**General Equity Principles**").

(b) Members. Each Member has full power and authority to enter into this Agreement and the other Transaction Documents to which such Member is a party, to carry out his obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement and the applicable Transaction Documents have been duly executed and delivered by each Member, and (assuming due authorization, execution and delivery by Buyer and Seller) this Agreement constitutes a legal, valid and binding obligation of such Member enforceable against such Member in accordance with its terms, except as such enforceability may be limited by the General Equity Principles.

3.3. No Conflict or Violation. Except for obtaining the Required Consents, none of the execution and delivery of this Agreement by Seller, the consummation by Seller of the transactions contemplated to be consummated by Seller hereby or compliance by Seller with any of the provisions hereof will result in: (i) a violation of or a conflict with any provision of the certificate of organization or operating agreement of Seller; (ii) a breach of, or right of termination, forfeiture or default under any term, condition or provision of any contractual obligation or permit to which Seller is a party or by which

any of its assets is bound or affected, or an event which, with the giving of notice, lapse of time or both, would result in any such breach, right of termination, forfeiture or default; (iii) a violation of any Law, or order, judgment, writ, injunction, decree or award, or an event which, with the giving of notice, lapse of time or both, would result in any such violation; (iv) an imposition of any Encumbrance on any Purchased Asset, or an event which, with the giving of notice, lapse of time or both, would result in any such imposition; or (v) any Person having the right to enjoin, rescind or otherwise prevent or impede the transactions contemplated hereby or to obtain damages from Buyer or to obtain any other judicial or administrative relief as a result of any transaction carried out in accordance with the provisions of this Agreement.

3.4. Litigation and Proceedings. Except as set forth in Section 3.4 of the Disclosure Schedules, there are no Actions pending, or to Seller's Knowledge threatened, against or affecting Seller, the Business or any of the Purchased Assets, nor, to Seller's Knowledge, is there any valid basis for any such controversy. Seller has not been charged with, nor to Seller's Knowledge is under investigation with respect to, any charge which has not been resolved concerning any violation of any Law or Permit. No judgment, order, writ, injunction, decree or assessment or other command of any Governmental Authority or arbitrator affecting Seller, the Business or any of the Purchased Assets has been entered which is presently in effect. There is no controversy pending, or to Seller's Knowledge threatened, against Seller which challenges the validity of this Agreement or the transactions contemplated hereunder, or otherwise seeks to prevent, directly or indirectly, the consummation of such transactions, nor, to Seller's Knowledge, is there any valid basis for any such controversy.

3.5. Consents and Approvals. Except as set forth on Section 3.5 of the Disclosure Schedules (the "**Required Consents**"), no consent, approval or authorization of any Person, nor any declaration, notice, filing or registration with any Governmental Authority or other Person, is required to be made or obtained by Seller or by any affiliate of Seller in connection with the execution, delivery and performance by Seller of the transactions contemplated to be consummated by Seller hereunder.

3.6. Sufficiency of Assets. Except for (a) the Excluded Assets and (b) the services, including access to and use of certain assets, provided under the Transition Services Agreement, the Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted as of Closing. Except as set forth on Section 3.6 of the Disclosure Schedules, no affiliate of Seller owns any assets used in the Business.

3.7. Title to Purchased Assets. Seller possesses good and valid title to, or a valid leasehold interest in, the Purchased Assets. Except for the Debt Payoff Amounts, none of the Purchased Assets are subject to any Encumbrances or restriction on transfer (provided the Required Consents are obtained). The Purchased Assets constitute all assets or property (other than the Excluded Assets, which are listed on Section 3.7 of the Disclosure Schedule) owned or leased by Seller and used, held for use or usable in, and necessary to the operation and conduct of, the Business. Other than this Agreement, there are no outstanding options to purchase any of the Purchased Assets or any portion thereof or any interest therein. Except for the Debt Payoff Amounts, Seller has the right to sell and transfer the Purchased Assets to Buyer (provided the Required Consents are obtained) free and clear of all Encumbrances, as contemplated by this Agreement.

3.8. Condition of Assets. Except as set forth in Section 3.8 of the Disclosure Schedules, the buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of Personal Property included in the Purchased Assets are in good operating condition and repair (normal wear, tear and maintenance excepted), and are adequate for the uses to which they are being put, and, to Seller's Knowledge, except as set forth in Section 3.8 of the Disclosure Schedules, none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of

Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

3.9. Inventory. The Purchased Inventory is of good and merchantable quality and free from any material defects, and, to Seller's Knowledge, except as set forth on Section 3.9 of the Disclosure Schedules, is not subject to any agreement, including any licensing, patent, royalty, trademark, trade name or copyright agreements, with any other Person.

3.10. Undisclosed Liabilities. Except as set forth on Disclosure Section 3.10 of the Disclosure Schedules, there are no Liabilities with respect to the Business, except (i) those Liabilities which are reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, (ii) those Liabilities which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date, and (iii) Liabilities set forth in this Agreement. Seller does not have any Indebtedness outstanding under the CARES Act.

3.11. Product and Service Liability. The Business has at all times sold to customers products to which Seller had good title, which were merchantable. To Seller's Knowledge, Seller has at all times performed all services in a good and workmanlike manner in all material respects. To Seller's Knowledge, there is no material defect in services rendered by Seller which could reasonably be expected to give rise to a claim against Buyer after the Closing.

3.12. Taxes. Seller has properly completed, and duly and timely filed, all Tax Returns required to be filed by it, and all such Tax Returns were complete and current as and when such Tax Returns were due, except as listed on Section 3.12 of the Disclosure Schedules. All Taxes and levies of every kind, character or description due and payable by Seller have been timely paid, whether or not shown on any Tax Return. Seller has withheld and paid all Taxes required to be withheld and paid by it in connection with amounts paid or owing to any employee, independent contractor, creditor, member or other third Party. Seller is not and has not been a member of an affiliated group (within the meaning of Code § 1504(a)) filing a consolidated federal income Tax Return.

3.13. Financial Statements; Accounts Receivable.

(a) Attached to Section 3.13(a) of the Disclosure Schedules are complete copies of the financial statements consisting of the balance sheet of Seller as of June 30, 2022 and for each of the years ending December 31, 2021, December 31, 2020 and December 31, 2019 and the related statements of income and retained earnings, members' equity, and cash flow for the years then ended (the "**Financial Statements**"). The Financial Statements have been prepared in accordance with the Accounting Methodologies, applied on a consistent basis throughout the period involved. The Financial Statements fairly present in all material respects the financial condition of Seller as of the respective dates they were prepared and the results of the operations of Seller for the periods indicated. The balance sheet of the Business as of June 30, 2022 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**."

(b) The Accounts Receivable reflected on the Balance Sheet and the Accounts Receivable arising after the Balance Sheet Date (i) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of Seller's business consistent with past practice; and (ii) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of Seller's business consistent with past practice and reserve for bad debts shown on the Balance Sheet. The Excluded Accounts Receivable are listed on Section 3.13(b) of the Disclosure Schedules.

3.14. Contracts and Commitments.

(a) Set forth on Section 3.14 of the Disclosure Schedules is a complete list of each contractual obligation (excluding Accounts Receivable) relating to any of the Purchased Assets or the Business or the operation thereof, and which meets any of the following criteria: (a) involves future expenditures or receipts or other performance with respect to goods or services having a total value in excess of \$10,000.00; (b) contains covenants not to compete (or a similar limitation on the ability to conduct business) against or in favor of Seller; (c) involves payments to Seller over the term of the contractual obligation in excess of \$10,000.00; (d) is not terminable on 30 days or less notice without a penalty or liquidated damages; or (e) involves deposits or payments made to, or discounts or other credits offered by, Seller prior to the Closing Date, for goods or services (including any refunds of any deposits or other amounts) which are to be provided after the Closing Date.

(b) Seller has provided to Buyer a written copy, or summary of any oral agreement, of each Assumed Contract. The Assumed Contracts have not been modified or amended except as disclosed in writing to Buyer. Each Assumed Contract is valid and enforceable against Seller in accordance with its terms and is in full force and effect and, to Seller's Knowledge, each Assumed Contract constitutes a legal, valid and binding obligation of the other parties thereto, enforceable against them in accordance with its terms. No default and, to Seller's Knowledge, no event which, with the giving of notice, lapse of time or both, would be a default has occurred under any Assumed Contract or will occur as a result of the transactions contemplated hereby. There are no setoffs, counterclaims or disputes existing or asserted with respect to any Assumed Contract. Seller has not made any agreement with any party to any Assumed Contract for any deduction from or increase to any amount payable thereunder. No event has occurred, or, to Seller's Knowledge, circumstance exists that will or could reasonably be expected to impair the validity or enforcement of any Assumed Contract or tend to reduce or increase the amounts payable thereunder. To Seller's Knowledge, there is no breach or cancellation threatened or pending of any such Assumed Contract by any party thereto.

3.15. Environmental Matters.

(a) Seller is currently in compliance with, and has been in material compliance with, all Environmental Laws applicable to the Business.

(b) Seller has obtained, and is in compliance with, all Permits required by Environmental Law ("***Environmental Permit***") for the operation of the Business as currently operated. Except for Environmental Permits that are not transferable to the Buyer, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby do or will constitute a violation of or result in a default of, or breach or violation of, any Environmental Permit. Seller has timely filed (i) any required permit renewal applications or (ii) permit modification applications, in each case to maintain the effectiveness of an Environmental Permit or to modify the terms of the Environmental Permit to bring the Business into compliance with the conditions of the Environmental Permit. Section 3.15(b) of the Disclosure Schedules contains a list of all Environmental Permits.

(c) There are no Actions pending, or to the Seller's Knowledge, threatened against Seller alleging any unresolved violation or any unresolved liability arising under Environmental Laws applicable to the Business. Seller has not received any written notification or other documentation regarding any violation or unresolved liability arising under Environmental Laws resulting from the Seller's use of any offsite Hazardous Material treatment, storage or disposal facilities used by Seller in connection with the Business or the Purchased Assets ("***Offsite Disposal Facility***").

(d) Except as set forth on Section 3.15(d) of the Disclosure Schedules, to Seller's Knowledge there are no conditions existing on the Real Property that would reasonably be expected to

give rise to any material Liability under Environmental Laws, nor has Seller received any written notice that such a condition exists. All matters set forth on Section 3.15(d) of the Disclosure Schedules shall be considered Excluded Liabilities.

(e) Seller has not caused or contributed to any Release of Hazardous Materials in violation of any Environmental Laws with respect to the Business, the Purchased Assets, any real property currently owned, operated or leased by Seller in connection with the Business or any Offsite Disposal Facilities used by any Seller in connection with the Business or the Purchased Assets. To Seller's Knowledge, no third parties have caused or contributed to any Release of Hazardous Materials in violation of any Environmental Laws impacting any real property owned, operated, or leased by Seller in connection with the Business. To Seller's Knowledge, there are no underground storage tanks located on the Real Property or any real property owned, operated or leased by Seller in connection with the Business.

(f) Seller has made available to Buyer all reports in the possession of the Seller concerning environmental investigations, audits, assessments and remedial activities conducted by or on behalf of the Seller or otherwise relating to owned or leased real property or any Offsite Disposal Facilities used by any Seller in connection with the Business or the Purchased Assets. Seller has previously made available to Buyer (i) all written communications with any Governmental Authority and (ii) all material environmental reports, information requests, studies, audits and site assessments, in each case regarding compliance with Environmental Law pertaining to the Business which are in the possession or control of Seller.

3.16. Customers and Suppliers. Except as set forth in Section 3.16(a) or Section 3.16(b) of the Disclosure Schedules, as applicable, since the Balance Sheet Date, there has not been any Material Adverse Change in the business relationship of Seller with any material customer or material supplier of the Business listed on Section 3.16(a) and Section 3.16(b) of the Disclosure Schedules, nor has Seller received written notice any such listed material customer or material supplier of the Business intends to terminate, cancel or substantially reduce their business relationship with the Business after Closing. For purposes of this Agreement, customers of the Business with annual revenue in excess of \$20,000 as of June 30, 2022 shall be "material customers" and the five (5) largest suppliers of the Business, by dollar volume of cost as of June 30, 2022 shall be "material suppliers".

3.17. Permits. Section 3.17 of the Disclosure Schedules sets forth a complete written list of all Permits used in the operation of the Business. Such Permits constitute all Permits necessary for the operation of the Business. The Transferred Permits are freely transferable to Buyer as contemplated by this Agreement, and constitute the only Permits set forth on Section 3.17 of the Disclosure Schedules that are freely transferable to Buyer as contemplated by this Agreement. To Seller's Knowledge, there is no reason as to why Buyer may be unable to obtain any of the Permits listed on Section 3.17 of the Disclosure Schedules (other than the Transferred Permits) for Buyer to operate the Business after the Closing Date. All such Permits are valid and subsisting and in full force and effect, and Seller is not in violation of any provision thereof. Seller has not received any notice alleging any violation by Seller of any Permit, which notice has not been resolved as of the Closing Date, nor is there now pending or threatened or, to Seller's Knowledge, not event or circumstance has occurred for any Governmental Authority to revoke, cancel, rescind, modify or refuse to renew any Permit.

3.18. Ownership of Seller. Members are the sole members and owners of 100% of the issued and membership interests of Seller.

3.19. Real Property.

(a) Owned Real Property. Section 3.19(a) of the Disclosure Schedules sets forth a true, correct and complete list (including the street address) of each ownership interest of Seller or an affiliate thereof in each parcel of real property owned by Seller or an affiliate thereof and used in or necessary for the conduct of the Business as currently conducted (together with all rights, title and interest of Seller therein and thereto, including security deposits, reserves or prepaid rents paid in connection therewith and leasehold improvements) (the “**Owned Real Property**”). The Owned Real Property will be leased to Buyer after Closing pursuant to the Lease Agreements.

(b) No Violations or Condemnation. There are no (i) to the Knowledge of Seller, uncured violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Owned Real Property, (ii) existing, or to the Knowledge of Seller, pending or threatened condemnation proceedings affecting the Owned Real Property, or (iii) existing, or to the Knowledge of Seller, pending or threatened zoning, building code or other moratorium proceedings, or similar proceedings which could reasonably be expected to adversely affect the ability to operate the Owned Real Property as currently operated.

(c) No Damage or Destruction. Neither the whole nor any material portion of any Owned Real Property has been damaged or destroyed by fire or other casualty as of Closing.

(d) Sufficiency. The Owned Real Property, including all buildings, fixtures and other improvements, is sufficient for the continued use and operation or conduct of the Business after the Closing in substantially the same manner as conducted immediately prior to the Closing, has been maintained and repaired in all material respects in accordance with all Laws, Encumbrances and Permits, is in good working order and repair (ordinary wear, tear and maintenance excepted) prior to the Closing, and constitutes all of the real property necessary to conduct the Business as currently conducted.

3.20. Employment Matters. Section 3.20 of the Disclosure Schedules contains a list of all persons who are Employees, independent contractors or consultants of the Business as of the Closing Date, including any Employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) current annual base compensation rate; (v) commission, bonus or other incentive-based compensation; (vi) accrued but unpaid benefits for time off, such as leave, vacation, sick pay, and sick leave; and (vi) a description of the fringe benefits provided to each such individual as of the Closing Date. Except as set forth in Section 3.20 of the Disclosure Schedules, as of the Closing Date, all compensation, including wages, commissions and bonuses payable to all employees, independent contractors or consultants of the Business for services performed on or prior to the Closing Date have been paid in full and there are no outstanding agreements, understandings or commitments of Seller with respect to any compensation, commissions or bonuses to be paid as a result of the Closing or after the Closing.

3.21. Seller Systems. Except as set forth on Section 3.21 of the Disclosure Schedules, the Seller Systems are reasonably sufficient for the immediate needs of the Business. In the past twenty-four (24) months, to the Knowledge of Seller, there has been no unauthorized access, use, intrusion, or breach of security, or failure, breakdown, performance reduction, or other material and adverse event affecting any Seller Systems, that has caused or could reasonably be expected to cause: (i) substantial disruption of or interruption in or to the use of such Seller Systems or the conduct of the Business; (ii) loss, destruction, damage, or harm of or to Seller or its operations, personnel, property, or other assets; or (iii) Liability of any kind to Seller.

3.22. Compliance with Laws. The Business is in compliance in all material respects with all Laws. Seller has not received any written notice alleging (or any notice of any investigation related to) any violation by the Business of any Law, which notice has not been resolved as of the Closing Date.

3.23. Brokers. No agent, broker or other Person acting pursuant to express or implied authority of Seller is entitled to a commission, finder's or similar fee from Buyer in connection with the transactions contemplated by this Agreement, or, pursuant to express or implied authority of Seller, will be entitled to make any claim (including the assertion of a lien) against Buyer or any of the Purchased Assets for a commission, finder's or similar fee.

3.24. Material Omissions. None of the representations and warranties contained in this Article III contains or will contain as of Closing an untrue statement of a material fact.

3.25 No Other Representations and Warranties. Except as set forth in this Article III, or as otherwise expressly set forth in this Agreement, neither the Seller nor Members makes no representation or warranty, whether express or implied, at law or in equity, in respect of the Business or Purchased Assets, including without limitation, regarding any projections concerning future performance of the Business, and all such representations or warranties are hereby expressly disclaimed.

Article IV Representations and Warranties of Buyer

Buyer hereby represents and warrants that the statements contained in this Article IV are correct and complete as of the Closing Date:

4.1. Organization. Buyer is a duly organized and validly existing limited liability company in good standing under the Laws of the state of Delaware, and has the power and authority to own, lease and operate its assets and properties and to conduct its business as now being conducted.

4.2. Authorization. There is no provision in Buyer's articles of organization or operating agreement which prohibits or limits Buyer's ability to consummate the transactions contemplated to be consummated by Buyer hereunder. Buyer has the full right, power and authority to enter into this Agreement and to consummate or cause to be consummated all of the transactions and to fulfill all of the obligations contemplated to be consummated or fulfilled by Buyer hereunder. The execution and delivery of this Agreement by Buyer and the due consummation by Buyer of the transactions contemplated to be consummated by Buyer hereby have been duly authorized by all necessary action of the managers and members of Buyer. This Agreement constitutes a legal, valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms, except as enforceability may be limited by General Equity Principles.

4.3. No Conflict or Violation. None of the execution and delivery of this Agreement by Buyer, the consummation by Buyer of the transactions contemplated to be consummated by Buyer hereby or compliance by Buyer with any of the provisions hereof will result in: (i) a violation of or a conflict with any provision of the certificate of organization or operating agreement (or comparable organizational documents) of Buyer; (ii) a breach of, or right of termination, forfeiture or default under any term, condition or provision of any contractual obligation or permit to which Buyer is a party or by which any of its assets is bound or affected, or an event which, with the giving of notice, lapse of time or both, would result in any such breach, right of termination, forfeiture or default; (iii) a violation of any Law, or order, judgment, writ, injunction, decree or award, or an event which, with the giving of notice, lapse of time or both, would result in any such violation; or (iv) any Person having the right to enjoin, rescind or otherwise prevent or impede the transactions contemplated hereby or to obtain damages from Seller or to obtain any other judicial or administrative relief as a result of any transaction carried out in accordance with the provisions of this Agreement.

4.4. Litigation and Proceedings. There are no Actions, or to Buyer's Knowledge threatened, against or affecting Buyer's ability to consummate the transactions contemplated under this Agreement.

No judgment, order, writ, injunction, decree or assessment or other command of any Governmental Authority or arbitrator affecting Buyer's ability to consummate the transactions contemplated under this Agreement has been entered which is presently in effect. There is no controversy pending, or to Buyer's Knowledge threatened, against Buyer which challenges the validity of this Agreement or the transactions contemplated hereunder, or otherwise seeks to prevent, directly or indirectly, the consummation of such transactions.

4.5. Consents and Approvals. No consent, approval or authorization of any Person, nor any declaration, filing or registration with any Governmental Authority or other Person, is required to be made or obtained by Buyer in connection with the execution, delivery and performance by Buyer of the transactions contemplated to be consummated by Buyer hereunder.

4.6. Brokers. No agent, broker or other Person acting pursuant to express or implied authority of Buyer is entitled to a commission, finder's or similar fee from Seller in connection with the transactions contemplated by this Agreement, or, pursuant to express or implied authority of Buyer, will be entitled to make any claim (including the assertion of a lien) against Seller or any of the Purchased Assets for a commission, finder's or similar fee.

4.7. Sufficiency of Funds. Buyer has, either individually or together with its Affiliates and financing resources, sufficient immediately available funds to pay the Purchase Price pursuant to this Agreement.

4.8. Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Business, results of operations, prospects, condition (financial or otherwise) of the Seller, and acknowledges that it has been provided adequate access to the assets, premises, books and records and other documents and data of the Seller and Members for such purpose. Buyer acknowledges and agrees (a) in making its decision to enter into this Agreement and to consummate the transactions contained herein, Buyer has relied upon its own investigation and the express representations and warranties of Seller and the Members set forth in Article III of this Agreement (including the Disclosure Schedules), and (b) neither the Seller nor the Members have made any representation or warranty as to the Seller, the Business, the Purchased Assets or this Agreement, except as expressly set forth in Article III of this Agreement (including the Disclosure Schedules).

Article V Actions At and After the Closing

The Parties agree as follows and agree that the obligations set forth in this Article V survive the Closing.

5.1. Further Assurances. The Parties will execute and deliver such further documents and do such further acts and things as required or reasonably requested to carry out the intent and purpose of this Agreement. Without limiting the generality of the foregoing, in case at any time after the Closing Date any further action is necessary or desirable to transfer any of the Purchased Assets to Buyer or otherwise to carry out the purposes of this Agreement, the proper officers of Seller and Buyer will execute such further documents (including assignments, acknowledgements, consents and other instruments of transfer) and will take such further action as may be necessary or reasonably requested to effect such transfer and to otherwise carry out the purposes of this Agreement.

5.2. Confidentiality.

(a) Seller and Members hereby agree that they will keep all Confidential Information relating to the Business and relating to Buyer, its Affiliates and this Agreement, confidential until such

time, if ever, as such Confidential Information becomes available to the public (other than as a result of a disclosure by Seller or Members in violation of its obligations of confidentiality hereunder), and will not, without the prior written consent of Buyer, disclose, print, publish, or otherwise disseminate any such Confidential Information to any third party except to the extent (a) such information is required to be disclosed by any applicable Law or by any Governmental Authority having jurisdiction over Seller, such Member or such other Person, as applicable, (b) disclosure is necessary for Seller or such Member, as applicable, to enforce any or all of his, her or its rights under this Agreement or discharge any of his, her or its obligations under this Agreement, or (d) disclosure to Seller's or such Member's accounting and legal advisors.

(b) Buyer hereby agree that it will keep all Confidential Information relating to the Excluded Assets, including relating to WORMS connect software, and relating to Seller, its Affiliates and this Agreement, confidential until such time, if ever, as such Confidential Information becomes available to the public (other than as a result of a disclosure by Buyer in violation of its obligations of confidentiality hereunder), and will not, without the prior written consent of Seller, disclose, print, publish, or otherwise disseminate any such Confidential Information to any third party except to the extent (a) such information is required to be disclosed by any applicable Law or by any Governmental Authority having jurisdiction over Buyer, (b) disclosure is necessary for Buyer to enforce any or all of its rights under this Agreement or discharge any of its obligations under this Agreement, (c) disclosure to Buyer's accounting and legal advisors, or (c) consistent with Seller's use of such Confidential Information in its operation of the Business.

5.3. Non-Competition. Seller and Members agree that for the period from the Closing Date until the expiration of five (5) years from the Closing Date (the "***Restricted Period***"), Seller and Members shall not, on behalf of themselves or as a partner, agent, advisor, consultant or in any other capacity of or to any Person, directly or indirectly, carry on any business, or become involved in any business activity in the Restricted Area (defined below) competitive with the Restricted Business as presently conducted.

5.4. Non-Solicitation. During the Restricted Period, none of Seller, Members nor their respective Affiliates shall, for itself, themselves or on behalf of any other Person, directly or indirectly: (i) solicit any customer of Buyer (as demonstrated by billing invoices to such Person within the year prior thereto) with respect to the Business to enter into any transaction or relationship of the same or similar type being carried on by Buyer, except for the benefit of Buyer in connection with the provision of services under the Transition Services Agreement; or (ii) solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any Person who was an employee of Seller or is an employee of Buyer, or in any manner induce or attempt to induce any employee of Buyer to terminate such employment with Buyer.

For the avoidance of doubt, during the Restricted Period, Seller and the Members, or their respective Affiliates, may actively solicit customers of Buyer to enter into transactions and relationships other than with Buyer, provided that, the transactions and relationships relate to services or products outside the Restricted Business and all services under the Restricted Business are referred to Buyer. Provided further, Sections 5.3 and 5.4 shall not prevent Seller and Members, or their respective Affiliates from carrying on and soliciting customers for the WORMS software business owned by Seller, and HVAC, roofing, and other general contracting business that does not include the Restricted Business.

5.5. Non-Disparagement. None of Seller, Members, nor any of Seller's officers or directors shall, for themselves, itself or on behalf of any other Person, directly or indirectly, make any statement or communication which materially disparages or is intended to cause damage to the name and reputation of Buyer or any of its members, directors, managers, officers, employees, or agents, as it relates to the business activities conducted by Buyer, including the Business. Neither Buyer nor any of its officers or directors shall, for itself or on behalf of any other Person, directly or indirectly, make any statement or

communication which materially disparages or is intended to cause damage to the name and reputation of Seller, Members or any of its members, directors, managers, officers, employees, or agents.

5.6. Specific Performance. The Parties agree that irreparable damage could occur if any provision of Section 5.2, Section 5.3, Section 5.4 and Section 5.5 were not performed in accordance with the terms thereof and that the Parties shall be entitled, without posting a bond or similar indemnity, to seek an injunction or injunctions to prevent breaches of Section 5.3 and Section 5.4 or to seek specific enforcement of the performance of the terms and provisions hereof.

5.7. Severability. It is expressly understood and agreed that although Seller, Members and Buyer consider the restrictions contained in Section 5.2, Section 5.3, Section 5.4 and Section 5.5 to be reasonable in the context in which made, if a final judicial determination is made that the time, territory, scope or any other restriction contained in Section 5.3 and Section 5.4 is unreasonable or otherwise unenforceable, neither this Agreement nor the provisions of Section 5.3 and Section 5.4, as applicable, shall be rendered void, but shall be deemed amended to apply as to such maximum scope, time and territory and to such other extent as such court may judicially determine or indicate to be reasonable, and as so modified, the restrictions contained in Section 5.3 and Section 5.4 shall be binding and enforceable. In the event any court of competent jurisdiction shall determine that the time restriction in Section 5.3 and Section 5.4 is unreasonable or otherwise not enforceable and shall decline to modify it as provided in this Section, Buyer and Seller agree that the term “**Restricted Period**” as used in this Agreement shall mean the period from the Closing Date until the expiration of two (2) years from the Closing Date. Moreover, in the event any court of competent jurisdiction shall determine that geographic restriction in Section 5.3 is unreasonable or otherwise not enforceable and shall decline to modify it as provided in this Section, Buyer and Seller agree that the term “**Restricted Area**” as used in this Agreement shall mean anywhere in Florida and Georgia.

5.8. Employment. Subject to the provisions of the Transition Services Agreement, Seller agrees as follows:

(a) Buyer is under no obligation to employ any employee of Seller, except for Robert Heller under the Transition Service Agreement, Chris Counts under the Employment Agreement and the employees listed on Section 5.8 of the Disclosure Schedules, or assume or continue any Employee Benefit Plan of Seller. Buyer may offer employment to such employees of Seller who, in the sole discretion of Buyer, will adequately satisfy the needs of Buyer and who satisfy the criteria and tests customarily used by such Buyer in its employment practices, including drug tests, background tests and other employee screening tests. In accordance with Section 7.13, Seller agrees that the timing and manner in which existing employees are notified of the sale of the Business and other related aspects of this transaction must be coordinated in advance with and be reasonably acceptable to Buyer.

(b) Those employees of Seller who accept an offer of employment from Buyer (to the extent Buyer may extend any such offers) prior to Closing will become employees of Buyer effective at the Closing Date and Seller shall terminate each such employee’s employment immediately prior to Closing.

(c) Seller shall remain responsible for the payment of all wages and any other obligations of Seller to its employees accrued as of the Closing Date including, but not limited to, all Employee Benefit Plans, vacation pay, sick pay and all other employment policies and practices in effect prior to the Closing Date. Seller shall remain responsible for compliance with all requirements under Law that are applicable to Seller’s Employee Benefit Plans.

5.9. Transfer of Permits. Seller shall use commercially reasonable efforts to transfer to Buyer, at Buyer’s sole costs and expense, all Permits required for the use of the Purchased Assets, except those

which by Law or by their terms are non-transferable (but including those which by Law or their terms are transferable with third party consent, provided such consent is obtained), and shall cooperate with Buyer, at no cost to Seller, and use commercially reasonable efforts to provide such consents as may be reasonably necessary in order to accomplish each such permitted transfer.

5.10. Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement (including any real property transfer Tax and any other similar Tax) shall be borne and paid one-half by Seller and one-half by Buyer when due. Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary); provided that, in the jurisdictions that impose such Taxes on Seller or where Seller has a duty to file Tax Returns of the transactions contemplated by this Agreement, Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

5.11. Tax Clearance Certificates. As promptly as reasonably practicable, and in no event later than forty-five (45) days following the Closing Date, Seller shall deliver to Purchaser Tax clearance certificates (or other documents, letters or similar items) from Georgia and Florida (collectively, the “***Tax Clearance Certificates***”) with respect to the Purchased Assets or the Business.

5.12. Restrictions on Seller Dissolution; Insurance.

(a) For three (3) years after the Closing Date, Seller shall either (i) maintain commercial general liability and excess liability insurance coverage in amounts and form that are commercially reasonable with respect to the Excluded Liabilities; or (ii) in the event that any such commercial general liability and excess liability insurance coverage policy is cancelled or non-renewed during such three (3) year period, obtain a prepaid extension of such policy providing at least the same types and amounts of coverage as existed under such policy. Upon written request by Purchaser, Seller shall provide Purchaser with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 5.12(a).

(b) Seller shall not dissolve, and the Members shall cause Seller to not dissolve, before the date that is three (3) years after the Closing Date and, in any event, any dissolution of Seller following such date shall be in accordance with Law (including with respect to any Liabilities of such entity).

5.13. Use of Names. Within fifteen (15) Business Days after the Closing Date, Seller shall change its entity name and any assumed business names or d/b/a names and the like to a name other than “Talon Property Services, LLC” or any variation or abbreviation thereof and file appropriate notification of its change of name in all jurisdictions (including with all applicable Secretaries of State) as necessary to effectuate such changes. Seller shall take all steps as may be reasonably requested by Buyer for Buyer to have the continued right to the exclusive use of the name “Talon Property Services” and any variants thereof in connection with this Agreement and Buyer’s operation of the Business.

5.14. Receipts. From and after the Closing, if (i) Seller or any of its Affiliates receives or collects any funds relating to any Accounts Receivable or any other Purchased Asset, Seller or its Affiliates shall remit such funds to Buyer within ten (10) Business Days after its receipt thereof; and (ii) Seller will promptly forward to Buyer any mail or other communications received by Seller relating to the Purchased Assets or the Assumed Liabilities. From and after the Closing, if (i) Buyer or its Affiliates receives or collects any funds relating to any Excluded Asset, Buyer or its Affiliate shall remit any such funds to Seller within ten (10) Business Days after its receipt thereof; and (ii) Buyer will promptly

forward to Seller any mail or other communications received by Buyer relating to the Excluded Assets, Seller or Liabilities which are Excluded Liabilities.

5.15. Preservation of Records; Post-Closing Access.

(a) Buyer shall preserve and retain all corporate, accounting, legal, auditing, human resources and other books and records in its possession (including the Books and Records included in the Purchased Assets and any documents relating to any Actions), whether in written or electronic form), relating to the Business or the Purchased Assets prior to the Closing Date for a period of three (3) years after the creation of the applicable Books and Records or such other period (if longer) required by applicable Law.

(b) From and after the Closing Date, Buyer shall afford to Seller, Members, and their respective representatives reasonable access during normal business hours to such books, records, and other documents in Buyer's possession related to the Business or the Purchased Assets prior to the Closing Date, in each case, to the extent and for a legitimate business purpose reasonably requested in writing by Seller or Member Representative, including, without limitation, to obtain financial information necessary or appropriate to prepare Tax Returns for the period prior to the Closing Date or to defend any Action commenced or threatened against Seller or any Member relating to or arising out of Seller's and/or any Member's ownership or operation of the Business prior to the Closing Date.

Article VI
Indemnification

6.1. By Seller. Seller and Members hereby agree to defend, indemnify and hold harmless Buyer, and Buyer's officers, directors, shareholders, members, managers, employees, agents, attorneys and representatives, and each of the foregoing's representatives, successors and assigns (collectively, "**Buyer Indemnitees**"), from and against any and all Adverse Consequences incurred, paid or actually sustained by any Buyer Indemnitees, in each case arising out of or based upon:

- (a) Members' or Seller's breach of a representations or warranty in this Agreement;
- (b) Members' or Seller's breach of any covenant under this Agreement;
- (c) any liability or obligation of Seller to any Person not being assumed by Buyer hereunder, including any recall, design defect or similar claims arising out of, relating to or otherwise involving any of the Purchased Assets or any products sold or distributed by the Seller prior to the Closing (subject to Section 6.8);
- (d) any Excluded Asset;
- (e) subject to the limitations set forth in Section 6.8, any Warranty Claims which are (i) asserted during the 12 month period immediately following the Closing (the "**Warranty Period**") and (ii) satisfied by Buyer (whether satisfied during or after the Warranty Period); provided, that Seller shall not be responsible to indemnify Buyer for any warranty work, returns, or replacements provided or made by Buyer in respect of any related customer claim for which Seller would have no legal liability to such customers;
- (f) any Liability arising out of the operation of the Business prior to the Closing except for Assumed Liabilities.

For the avoidance of doubt, all Warranty Claims shall be handled pursuant to Section 6.8 hereof.

6.2. By Buyer. Buyer hereby agrees to defend, indemnify and hold harmless Seller, and Seller's officers, directors, members, employees, agents, attorneys and representatives, and each of the foregoing's representatives, successors and assigns (collectively, "***Seller Indemnitees***"), from and against any and all Adverse Consequences incurred, paid or actually sustained by any Seller Indemnitees, in each case arising out of or based upon:

- (a) Buyer's breach of warranty in this Agreement;
- (b) Buyer's breach of any covenant under this Agreement;
- (c) any liability or obligation of Seller expressly assumed by Buyer hereunder, including the Assumed Liabilities; or
- (d) any Liability arising out of the operation of the Business or Purchased Assets after the Closing.

6.3. Survival. No claim for indemnification under Section 6.1(a) or Section 6.2(a) may be made, and the representations and warranties set forth in this Agreement shall survive Closing for a period of, fifteen (15) months after the Closing Date and thereafter terminate and be of no force and effect; provided, however, that: (a) the Fundamental Representations and Warranties shall survive for a period of three (3) years or until the expiration of the applicable statute of limitations; and (b) the representations set forth in Sections 3.12 and 3.15 survive the Closing until the expiration of the applicable statute of limitations (giving effect to any waiver, mitigation or extension thereof) plus ninety (90) days. However, any such claim made during such applicable periods may continue to be prosecuted in accordance with this Agreement after such applicable periods. The limitations contained in this Section 6.3 do not apply to a claim to a claim for indemnification under Sections 6.1(b), (c) and (f) and Sections 6.2(b) through (d) or based upon Fraud.

6.4. Limitations. Notwithstanding anything to the contrary set forth in this Agreement, claims for indemnification under Article VI shall be subject to the following limitations:

(a) None of the Members or Seller shall be liable for indemnification under Section 6.1(a) until the aggregate amount of all Adverse Consequences incurred by the Buyer Indemnitees exceeds Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) (the "***Basket***"), in which event Seller shall be liable for all such Adverse Consequences from the first dollar. The aggregate amount of all Adverse Consequences for which Seller and Members shall be liable pursuant to Section 6.1(a) for breaches of representations and warranties, other than Fundamental Representations and Warranties and Fraud, shall not exceed sixty percent (60%) of the amount of the Purchase Price (the "***Cap***"). The aggregate amount of all Adverse Consequences for which Seller and Members shall be liable pursuant to Section 6.1(a) for breaches of Fundamental Representations and Warranties shall not exceed the amount of the Purchase Price.

(b) Buyer shall not be liable for indemnification under Section 6.2(a) until the aggregate amount of all Adverse Consequences incurred by Seller Indemnitees exceeds the Basket, in which event Buyer shall be liable for all such Adverse Consequences from the first dollar. The aggregate amount of all Adverse Consequences for which Buyer shall be liable under Section 6.2(a) for breaches of representations and warranties other than Fundamental Representations and Warranties and Fraud, in each case, shall not exceed the Cap. The aggregate amount of all Adverse Consequences for which Buyer shall be liable pursuant to Section 6.2(a) for breaches of Fundamental Representations and Warranties shall not exceed the amount of the Purchase Price.

(c) Notwithstanding the foregoing, the limitations set forth in Sections 6.4(a) and 6.4(b) shall not apply to Adverse Consequences based upon claims arising out of Fraud.

(d) No Party shall be entitled to recover any amount due hereunder more than once in respect of the same Adverse Consequences, including by reason of the state of facts giving rise to such Adverse Consequences constituting an inaccuracy in or breach of more than one representation, warranty or covenant. No Party shall be entitled to recover any punitive, special, indirect or exemplary damages, including damages for lost profits, except for claims based upon Fraud or to the extent that Adverse Consequences resulting from a third-party claim include such punitive damages, special, indirect or exemplary damages, and, then, only to the extent of such Adverse Consequences, subject, however, to all of the other limitations set forth herein.

(e) A Party seeking indemnification hereunder shall take reasonable steps in good faith to mitigate Adverse Consequences in respect of any claim for which it is seeking indemnification and shall use reasonable efforts to avoid any costs or expenses associated with such claim, and, if such costs and expenses cannot be avoided, to minimize the amount thereof. Adverse Consequences shall be calculated after giving effect to (i) tax benefits actually realized in the year of such Adverse Consequences or the year following such loss, and (ii) any insurance proceeds actually received by the Indemnified Parties in respect of such claim, net of any expenses incurred in pursuing such recoveries and any increases in insurance premiums attributable to such insurance claims. In any case where an Indemnified Party recovers under insurance policies after receiving an indemnification payment with respect to the same Adverse Consequences from an Indemnifying Party hereunder, such Indemnified Party shall promptly pay over to the Indemnifying Party the amount so recovered (after deducting therefrom the applicable amounts pursuant to the terms of this Section 6.4(e)), but not in excess of the indemnification amount paid by the Indemnifying Party in respect of such matter. If an Indemnified Party determines insurance proceeds may be available with respect to any claim for Adverse Consequences, then the Indemnified Party shall use commercially reasonable efforts to recover such insurance proceeds; provided however, no Indemnified Party shall be required to commence or threaten litigation or to expend material amounts of funds in the pursuit of collection of such insurance proceeds.

(f) Any payment made pursuant to this Article VI shall be treated as an adjustment of the Purchase Price for all purposes, including Tax purposes, to the maximum extent permitted by applicable Law.

6.5. Procedures for Indemnification – Third Party Claims.

(a) Any Person entitled to receive indemnification under this Article VI (the “*Indemnified Party*”) agrees to give prompt written notice to the Person(s) required to provide such indemnification (the “*Indemnifying Party*”) upon the occurrence of any indemnifiable Adverse Consequences or the commencement of any Action in respect of which indemnifiable Adverse Consequences are reasonably expected to occur. Such written notice shall contain a description of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. The failure of the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any indemnification obligation hereunder except to the extent the Indemnifying Party demonstrates that the defense of such claim or demand is materially prejudiced by the failure to give such notice.

(b) If any Action is brought by a third party against an Indemnified Party, the Indemnifying Party shall (unless the claim involves Taxes or, in the case where Seller or any Member is the Indemnifying Party, the claim is asserted by or on behalf of a customer of Buyer or any of its Affiliates) be entitled to participate in such Action and, to the extent that the Indemnifying Party wishes, to assume the defense of such Action, if (i) the Indemnifying Party provides written notice to the

Indemnified Party that the Indemnifying Party intends to undertake such defense, (ii) the Indemnifying Party conducts the defense of the third-party claim actively and diligently, and (iii) if the Indemnifying Party is a party to the Action, the Indemnifying Party has not determined in good faith that joint representation would be inappropriate. The Indemnified Party shall, in the Indemnified Party's sole discretion, have the right to engage separate counsel (who may be selected by the Indemnified Party in the Indemnified Party's sole discretion) in any such Action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Indemnified Party. The Indemnified Party shall fully cooperate with the Indemnifying Party and the Indemnifying Party's counsel in the defense or compromise of such claim or demand. If the Indemnifying Party assumes the defense of an Action, (A) no compromise or settlement of the claims with respect thereto may be effected by the Indemnifying Party without the Indemnified Party's consent unless (I) there is no finding or admission of any violation of Law or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party and (II) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party and (B) the Indemnified Party shall have no liability with respect to any compromise or settlement of such claims effected without the Indemnified Party's consent.

(c) If (i) written notice is given to the Indemnifying Party of the commencement of any Action and the Indemnifying Party does not, within ten (10) days after such written notice is given, give written notice to the Indemnified Party of the Indemnifying Party's election to assume the defense of such Action, (ii) any of the conditions set forth in clauses (i) through (iii) of Section 6.5(b) above become unsatisfied, (iii) an Indemnified Party determines in good faith that there is a reasonable probability that an Action may adversely affect the Indemnified Party other than as a result of monetary damages for which the Indemnified Party would be entitled to indemnification from the Indemnifying Party under this Agreement, or (iv) the claim involves Taxes or, in the case where Seller or any Member is the Indemnifying Party, the claim is asserted by or on behalf of a customer of Buyer or any of its Affiliates, the Indemnified Party shall (upon notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such claim; provided, however, that the Indemnifying Party shall reimburse the Indemnified Party promptly and periodically for the costs of defending against the third-party claim (including reasonable attorneys' fees and expenses) and the Indemnifying Party shall remain responsible for any indemnifiable amounts arising from or related to such third-party claim to the fullest extent provided in this Article VI. The Indemnifying Party may elect to participate in such Action, negotiations or defense at any time at the Indemnifying Party's own expense.

(d) With respect to any third-party claim subject to indemnification under this Article VI, (i) both the Indemnified Party and the Indemnifying Party, as the case may be, shall keep the other Person reasonably and timely informed of the status of such third-party claim and any related Actions at all stages thereof, and (ii) the Parties agree to render (each at his, her or its own expense) to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any third-party claim.

(e) With respect to any third-party claim subject to indemnification under this Article VI, the Parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that: (i) he, she or it will use commercially reasonable efforts to avoid production of Confidential Information (consistent with applicable Law), and (ii) all communications between any Party and counsel responsible for or participating in the defense of any third-party claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privileges.

6.6. Procedures for Indemnification – Direct Claims. If an Indemnified Party shall claim indemnification hereunder for any claim other than a third-party claim (a "**Direct Claim**"), the Indemnified Party shall notify the Indemnifying Party in writing of the basis for such claim not later than

fifteen (15) Business Days after the Indemnified Party becomes aware of such Direct Claim, which written notification shall set forth the nature and amount of the Adverse Consequences resulting from such claim, to the extent an estimate of such Adverse Consequences is reasonably practicable, together with copies of all material written evidence related to the Direct Claim; provided, however, that the failure to timely provide such written notice of a Direct Claim shall not affect the right of the Indemnified Party's indemnification hereunder, except to the extent that the Indemnifying Party is prejudiced by such delay or omission or the right to bring the Direct Claim has been extinguished. Within fifteen (15) Business Days following receipt of notice of a Direct Claim, the Indemnifying Party shall either agree or notify the Indemnified Party, in writing, of the Indemnifying Party's objection to such charge and payment, specifying in reasonable detail the nature and extent of such disagreement.

6.7. Payment of Indemnification Amounts; Holdback Amount.

(a) As of the Closing Date, the Holdback Amount shall be withheld by Buyer for the purpose of securing the indemnification obligations of Seller pursuant to this Article VI and Section 2.6(b).

(b) If an Indemnifying Party becomes obligated to indemnify any Indemnified Party for any Adverse Consequences under this Article VI after a final determination of such obligation pursuant to this Article VI, then the Indemnifying Party shall promptly (and in any event within five (5) Business Days) deliver such payment to the Indemnified Party. In the event that any Buyer Indemnitees are entitled to indemnification for any Adverse Consequences pursuant to Section 6.1 after a final determination of such obligation pursuant to this Article VI, the Seller and Members, as applicable, will pay to the Buyer Indemnitees the amount of such Adverse Consequences by wire transfer of immediately available funds to an account designated by Buyer, provided that, such Adverse Consequences shall first be satisfied by deducting such Adverse Consequences from the Holdback Amount. In the event Buyer exercises its set off rights under this Agreement as to indemnifiable Adverse Consequences hereunder, and a court of competent jurisdiction later determines that Buyer has wrongly offset or withheld any amounts from the Holdback Amount or any other amounts owed to Seller and Members hereunder, then in addition to the payment of all such amounts wrongly offset or withheld, Seller shall be entitled to interest in the amount of eight percent (8%) per annum (the "**Default Rate**") on such wrongfully offset or withheld amounts accruing from the date such amounts were due and payable to Seller and/or Members until the date such amounts are actually paid. In the event Seller or Members, as applicable, wrongly withheld amounts owed to Buyer hereunder, and a court of competent jurisdiction later determines that Seller or Members, as applicable, wrongly withheld any amounts due Buyer hereunder, then in addition to the payment of all such amounts wrongly withheld, Seller shall be entitled to interest in the amount of the Default Rate on such wrongfully withheld amounts accruing from the date such amounts were due and payable to Buyer until the date such amounts are actually paid.

6.8. Warranty Claims. Notwithstanding anything in this Agreement to the contrary, Warranty Claims which are asserted during the 18-month period immediately following the Closing (the "**Warranty Period**") shall be subject to the following terms, conditions, covenants, and conditions:

(a) Seller and the Members shall have no liability for Adverse Consequences resulting from a Warranty Claim unless the aggregate Adverse Consequences from all Warranty Claims exceed Ten Thousand and 00/100 Dollars (\$10,000.00) (the "**Warranty Claim Threshold**"), but once the Warranty Claim Threshold is exceeded for a claim, the Seller and Members, jointly and severally, shall be responsible for all Adverse Consequences for such claim.

(b) For all Warranty Claims, Buyer agrees to resolve such claims using the Seller's current procedures and processes for evaluating, escalating, notifying and resolving a Warranty Claim

including notifying the Seller's relevant supplier to evaluate and/or repair any product warranty damage promptly.

(c) Buyer shall give notice to the Member Representative within twenty (20) Business Days of becoming aware of any Warranty Claim that does, or might reasonably be expected to, exceed the Warranty Claim Threshold. Thereafter, Seller shall have ten (10) Business Days from its receipt of the initial notice in which to notify Buyer to (i) resolve and satisfy such claim at normal rates charged for such service and actual cost of the materials used, and/or (ii) make a claim under the insurance policy or the supplier to provide coverage for the damage. In the event Seller does not provide notification to Buyer as provided in the immediately preceding sentence, Buyer may address such Warranty Claim as it determines in its commercially reasonable judgment.

(d) In the event that a Warranty Claim shall exceed the Warranty Claim Threshold Buyer agrees to complete all warranty work at direct cost and Seller shall pay such amount minus any insurance coverage or supplier reimbursement.

6.9. Specific Performance; Exclusive Remedy. The Parties hereby acknowledge and agree that the failure of any Party to perform such Party's agreements and covenants hereunder, including such Party's failure to take all required actions on his, her or its part necessary to consummate the transactions contemplated hereby, will cause irreparable injury to one or more of the other parties for which damages, even if available, will not be an adequate remedy. Accordingly, each Party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of such Party's obligations and to the granting by any court of the remedy of specific performance of its or his obligations hereunder. Except with respect to claims based on Fraud, the rights, remedies, powers and privileges provided in Article VI of this Agreement shall constitute the sole and exclusive remedies available to any Party with respect to any claim relating to a breach of a representation or warranty contained in this Agreement; provided, however, the foregoing shall not limit the availability to any Party to injunctive or other equitable relief, including specific performance, relating to the failure to perform a covenant or agreement set forth herein.

6.10. Reliance. Seller, Members and Buyer acknowledge and agree they have not relied upon the accuracy or completeness of any express or implied representation, warranty, statement or information of any nature made or provided by or on behalf of the other Party, except for the representations and warranties expressly set forth in this Agreement.

Article VII General Provisions

7.1. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the Party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

7.2. Assignments. No Party may directly or indirectly assign or transfer any of its rights or obligations under this Agreement (whether voluntarily or involuntarily or by operation of Law (including a merger or consolidation), judicial decree or otherwise) to any other Person without the prior written consent of the other Parties.

7.3. Counterparts. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart.

7.4. Counterpart Facsimile Execution. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or .pdf attachment to an e-mail is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

7.5. Entire Agreement. This Agreement, together with the Transaction Documents, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, letters of intent, understandings, negotiations and discussions of the Parties, whether oral or written.

7.6. Exhibits and Schedules. All of the Exhibits and Schedules attached to this Agreement are deemed incorporated herein by reference.

7.7. Expenses of the Parties. Except as otherwise provided herein or agreed to in writing by the Parties, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the Party incurring such costs and expenses.

7.8. Failure or Delay. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any Party in any case entitles such Party to any other or further notice or demand in similar or other circumstances.

7.9. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the Laws of the State of Georgia applicable to contracts made and to be performed wholly within Georgia, without regard to choice or conflict of laws rules principles.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF GEORGIA OR THE COURTS OF THE STATE OF GEORGIA LOCATED IN THE COUNTY OF FULTON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.9(c).

7.10. Legal Fees. In the event any Party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another Party, the prevailing Party, as determined by the court or arbitrator, as the case may be, in such suit or arbitration proceeding is entitled to recover its reasonable attorneys' fees and expenses.

7.11. No Joint Venture or Partnership. The Parties agree that nothing contained herein is to be construed as making the Parties joint venturers or partners.

7.12. Notices Between the Parties. All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three days after deposited in the United States mail, certified mail postage prepaid; (iii) in the case of overnight courier services, one business day after delivery to the telegraph company or overnight courier service with payment provided; or (iv) in the case of electronic transmission such as e-mail, when sent, provided a hard copy of such email or notice is sent via overnight courier service on the same day; in each case addressed as follows, or to such other address as any Party may designate by notice to the other Party in accordance with the terms of this Section:

if to Buyer:

Liquid Services and Logistics LLC
c/o Alitus Partners, LLC
Attn: Walker Harbison
7701 Forsyth Blvd., Suite 1000
Clayton, MO 63105
e-mail: wharbison@alituspartners.com

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

Lewis Rice LLC
Attn: William Bolster
600 Washington Ave., Suite 2500
St. Louis, MO 63101
e-mail: wbolster@lewisrice.com

if to Seller (or Member Representative):

Talon Property Services, LLC
Attn: Robert Heller
730 Pryor Street SW
Atlanta, GA 30315
email: rheller@taloncos.com

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

Gregory, Doyle, Calhoun and Rogers
Attn: Scott Gregory and Abbey E. Mateer
49 Atlanta Street
Marietta, GA 30060
e-mail: sgregory@gdclaw.com and amateer@gdclaw.com

7.13. Publicity Regarding This Agreement. Any publicity release, advertisement, filing, public statement or announcement made by or at the request of either Party regarding this Agreement or any of the transactions contemplated hereby is to be first reviewed by and must be reasonably satisfactory to the other Party.

7.14. Reserved.

7.15. Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the Parties and their respective heirs, executors, administrators or other legal representatives and successors and permitted assigns.

7.16. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

7.17. Severability. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and or the entire Agreement shall not be affected and shall remain in full force and effect

7.18. Member Representative.

(a) Each of Seller and each Member hereby irrevocably appoints the Member Representative as Seller's and such Member's exclusive agent and attorney-in-fact with full power and authority to represent Seller and each Member and their respective successors and assigns, with full power of substitution in the premises with respect to all matters arising under this Agreement and the Transaction Documents following the Closing, and to take all actions necessary or appropriate in the judgment of the Member Representative for the accomplishment of the foregoing. As between Seller and Members, on the one hand, and Buyer, on the other hand, the Member Representative shall have the authority to make all such decisions and determinations and to take all such actions required or permitted hereunder to the extent the same arise or are required following the Closing on behalf of Seller and/or such Member, and any such action, decision or determination so made or taken shall be deemed the action, decision or determination of Seller and/or such Member, and any notice, communication, document, certificate or information required to be given to such Person hereunder or pursuant to any agreement contemplated herein shall be deemed so given if given to the Member Representative. The Member Representative shall be authorized to take all such actions on behalf of Seller and Members, including (i) in connection with any indemnification claims made under Article VI, to defend or settle such claims, and to authorize and agree to any indemnification claims pursuant to Article VI, and other

applicable provisions of this Agreement and to make any payments in respect of such claims on behalf of Seller and/or such Member, (ii) for and on behalf of Seller and/or such Member, to give and receive notices and communications in connection with this Agreement, the Transaction Documents, and the transactions contemplated hereby and thereby, (iii) to authorize and agree to any adjustments contemplated under Section 2.4 on behalf of Seller and/or such Member, and (iv) to give consents on behalf of Seller and/or such Member as contemplated in this Agreement and any Transaction Document, and to take all actions necessary or appropriate in the judgment of the Member Representative for the accomplishment of the foregoing.

(b) Notices or communications to or from the Member Representative will constitute notice to or from Seller and/or Members.

(c) In rendering any decision or performing any action permitted under this Section 7.18, any decision rendered or action taken by the Member Representative upon the advice of counsel will be conclusive evidence of the Member Representative's good faith in taking such action, provided that such advice was provided to the Member Representative in writing and rendered prior to the action or inaction the good faith of which is to be protected by such advice.

(d) A decision, act, consent or instruction of the Member Representative will constitute a decision of Seller and/or Members (as applicable) and will be final, binding and conclusive upon each such Person, and Buyer may rely upon any such decision, act, consent or instruction of the Member Representative as being the decision, act, consent or instruction of Seller and/or Members (as applicable). Buyer is hereby relieved from any Adverse Consequences to any Person for any acts done by Buyer in accordance with such decision, act, consent or instruction of the Member Representative.

(e) The lack of any express reference to the right of the Member Representative to act by or on behalf of Seller and/or any Member pursuant to the authority granted to the Member Representative in this Section 7.18 shall not, and shall not be deemed to, diminish, waive, or alter the Member Representative's rights hereunder and Buyer's right to rely on the same. To the extent that any decision, act, consent, or instruction of the Member Representative to be made or taken on behalf of Seller and/or Members hereunder, including, without limitation, in connection with any indemnification claims made under Article VI or to authorize and agree to any adjustments contemplated under Section 2.4, requires the approval of the other Members and such decision, act, consent, or instruction (as required or necessary under any provision of this Agreement or another Transaction Document) is subject to a time constraint, the timing for the Member Representative's response or action for or on behalf of Seller and/or Members shall be extended upon written notice to Buyer if and to the extent necessary for Member Representative to obtain such approval, which extension shall in no event exceed two (2) Business Days from the time such Member approval is determined to be required.

(f) EACH MEMBER AND SELLER ACKNOWLEDGES THAT IT IS HIS, HER, OR ITS EXPRESS INTENTION TO HEREBY GRANT A DURABLE POWER OF ATTORNEY UNTO MEMBER REPRESENTATIVE AND THAT THIS DURABLE POWER OF ATTORNEY IS NOT AFFECTED BY SUBSEQUENT INCAPACITY OF SUCH PARTY.

(g) In the event of the death or permanent disability of the Member Representative, or his resignation, a successor Member Representative shall be appointed by the agreement of the Seller and Member(s) then remaining.

[The remainder of this page has been left blank; the next page begins Signature Pages]

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

“BUYER”

Liquid Services and Logistics LLC, a Delaware limited liability company

By: 
Keith Harbison, Chairman and President

“MEMBERS”

Robert Heller

Chris Counts

“SELLER”

Talon Property Services, LLC

By: _____
Robert Heller, Managing Member

“MEMBER REPRESENTATIVE”

Robert Heller, individually


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

“BUYER”

Liquid Services and Logistics LLC, a Delaware limited liability company

By: _____
Keith Harbison, Chairman and President

“MEMBERS”



Robert Heller

Chris Counts

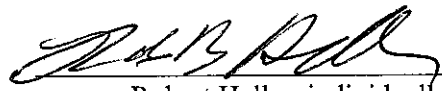
“SELLER”

Talon Property Services, LLC

By: 

Robert Heller, Managing Member

“MEMBER REPRESENTATIVE”



Robert Heller, individually

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

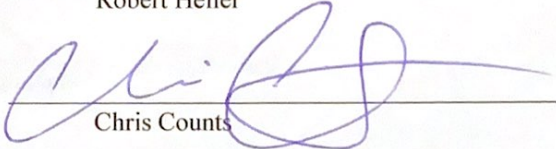
“BUYER”

Liquid Services and Logistics LLC, a Delaware limited liability company

By: _____
Keith Harbison, Chairman and President

“MEMBERS”

Robert Heller



Chris Counts

“SELLER”

Talon Property Services, LLC

By: _____
Robert Heller, Managing Member

“MEMBER REPRESENTATIVE”

Robert Heller, individually

EXHIBIT A

DEFINITIONS

“Accounting Methodologies” means the Seller’s standard system of accounting established and administered on a consistent basis in accordance with historical practices prior to Closing. For the avoidance of doubt, the Seller’s Accounting Methodologies are not in accordance with GAAP.

“Accounts Payable” means all trade accounts payable of Seller to third parties in connection with the Business. For clarity, Accounts Payable shall include: (i) any amounts paid or advanced by Seller to any vendor or supplier as a prepayment for the purchase of Inventory related to the Business (and which amounts may be recorded as a credit or negative contra amount and which would reduce the aggregate amount of Accounts Payable); and (ii) any credit memos and credit account balances for amounts due to Seller from vendors and suppliers in connection with the Business.

“Accounts Receivable” means all accounts receivable held by Seller in connection with the Business and related to commercial sales, and any security, claim or remedy relating thereto. For clarity, Accounts Receivable shall also include (as a negative number) any credit memos and credit account balances for amounts due by Seller to account debtors in connection with the Business.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Adverse Consequences” means any and all manner of claims, controversies, damages, liabilities, losses, penalties, fines, amounts paid in settlement and reasonably incurred costs, expenses and fees (including reasonable attorneys’ fees and court costs).

“Affiliates” means with respect to any Person, each Person who or which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person. For the purpose of this Agreement, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means this Asset Purchase and Sale Agreement, including all Exhibits and Schedules hereto.

“Assignment and Assumption Agreement” means that Assignment and Assumption Agreement in the form of Exhibit B whereby Seller will assign, and Buyer will assume, Seller’s rights and obligations under the Assumed Contracts and the Transferred Permits.

“Assumed Contracts” means those contracts of Seller listed on Section 3.14 of the Disclosure Schedules.

“Assumed Liabilities” has the meaning set forth in Section 2.2.

“Balance Sheet” has the meaning set forth in Section 3.13 (a).

“Balance Sheet Date” has the meaning set forth in Section 3.13(a).

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

“**Bill of Sale**” means that bill of sale in the form of Exhibit C whereby Seller will convey the Purchased Inventory and the Purchased Personal Property to Buyer.

“**Books and Records**” means originals, or where not available copies, of all books and records in whatever form (including electronic form) that are owned by and in the possession of Seller and/or Members and which are primarily related to the Business, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, but specifically excluding Seller’s minute books, corporate record books, Tax records and filings, any records no longer maintained under Seller’s document retention policy, and any of the foregoing documents and information that would otherwise be included in the definition of “Books and Records” if and only to the extent they primarily relate to the business of Seller other than the Business that is being sold to Buyer pursuant to this Agreement.

“**Business**” has the meaning set forth in Recital A.

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

“**Buyer**” has the meaning set forth in the opening paragraph of this Agreement.

“**Buyer Indemnitees**” has the meaning set forth in Section 6.1.

“**Buyer’s Knowledge**” means the knowledge, after reasonable investigation and due inquiry, of any officer of Buyer or any employee of Buyer with direct management authority over the relevant operations of the Buyer’s business.

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

“**CARES Act**” means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136), as may be amended and restated from time to time, and any administrative or other rules, regulations or guidance published with respect thereto by any Governmental Authority.

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

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

“**Closing Payment**” has the meaning set forth in Section 2.3.

“**Closing Purchase Price**” has the meaning set forth in Section 2.4(a).

“**Closing Working Capital**” means Working Capital as of the Effective Time.

“**Closing Working Capital Statement**” has the meaning set forth in Section 2.4(b)(i).

“**Code**” means the United States Internal Revenue Code of 1986.

“Confidential Information” means the terms of this Agreement and any technical or non-technical information relating to the Business, whether available to Seller orally, electronically, visually or in writing, or relating to Seller, whether available to Buyer orally, electronically, visually or in writing, including, but not limited to, any coding, proprietary information, business plans, or know-how surrounding the WORMS connect software. “Confidential Information” shall not include information (a) which is or becomes generally known or available by publication through no fault of a Party hereto; or (b) which is lawfully obtained from a third party that has right to make such disclosure as shown by such Party’s written records.

“Debt Payoff Amount” has the meaning set forth in Section 2.9(e)(i).

“Default Rate” has the meaning set forth in Section 6.7(a).

“Direct Claim” has the meaning set forth in Section 6.6.

“Disclosure Schedules” means the disclosure schedules delivered by Seller to Buyer on the date hereof.

“Effective Date” has the meaning set forth in the opening paragraph of this Agreement.

“Employee Benefit Plan” means any (A) nonqualified deferred compensation arrangement, (B) qualified defined contribution retirement plan or qualified defined benefit retirement plan which is an “employee pension benefit plan” under §3(2) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) (including any “multiemployer plan” under §3(37)(A) of ERISA), (C) any “employee welfare benefit plan” under §3(2) of ERISA, or material fringe benefit or other retirement, bonus, or severance plan or program, or (D) obligation, arrangement or customary practice to provide benefits, other than salary, as compensation for services rendered, to present and former directors, employees, or agents, including employee stock option or purchase plans or arrangements.

“Employment Agreement” means the Employment Agreement, dated as of the Closing Date, by and between Chris Counts and Buyer.

“Employee Leasing Agreement” means that Employee Leasing Agreement in the form of Exhibit H.

“Environmental Laws” means all Laws relating to pollution or protection of the environment (including ambient air, surface water, groundwater, land, or surface or subsurface strata) including Laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, petroleum, or industrial, toxic or hazardous substances or wastes into the environment and Laws relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any of the foregoing including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et. seq. (“**CERCLA**”), the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq., and the rules and regulations promulgated under any of the foregoing, all as amended and supplemented from time to time, and together with any successors thereto.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option to purchase or lease, right of first offer or refusal, buy-sell agreement, security interest, deed of trust, mortgage, defect in title, easement, encroachment, right of way, building or use restriction, conditional sales agreement, title retention agreement, restriction on transfer, voting agreement, voting trust, proxy, preemptive right (whether

statutory or contractual), member/shareholder or similar agreement, adverse claim (as defined in Section 8-102(a)(1) of the Uniform Commercial Code), any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“**Environmental Permit**” has the meaning set forth in Section 3.15(b).

“**Estimated Working Capital**” has the meaning set forth in Section 2.4(a).

“**Estimated Working Capital Statement**” has the meaning set forth in Section 2.4(a).

“**Excluded Accounts Receivable**” means (i) any loan or advance owing to Seller by any affiliate of Seller or any director, manager, officer, employee or member of Seller and any of their respective affiliates or family members; and (ii) those Accounts Receivable listed on attached Section 3.13(b) of the Disclosure Schedules.

“**Excluded Assets**” means those assets of Seller listed on Section 3.7 of the Disclosure Schedules and including the Excluded Accounts Receivable.

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

“**Financial Statements**” has the meaning set forth in Section 3.13(a).

“**FIRPTA Certificate**” means a certificate pursuant to Treasury Regulations Section 1.1445-2(b) that Seller (or the owner of Seller if Seller is a disregarded entity) is not a foreign person within the meaning of Section 1445 of the Code duly executed by Seller (or the owner of Seller if Seller is a disregarded entity).

“**Fraud**” shall mean an actual and intentional fraud with respect to a representation or warranty contained in this Agreement that, at the time made, the Party making such representation or warranty knowingly and intentionally misrepresented the truth or knowingly and intentionally concealed a material fact to induce another to act to his, her or its detriment. For the avoidance of doubt, “Fraud” does not include mere negligence or gross negligence.

“**Fundamental Representations and Warranties**” means the representations and warranties set forth Sections 3.1 (Organization), 3.2 (Authorization), the last sentence of 3.4 (Litigation and Proceedings), 3.7 (Title to Purchased Assets), 3.12 (Taxes), 3.15 (Environmental Matters), 3.23 (Brokers), 4.1 (Organization), 4.2 (Authorization), 4.4 (Litigation and Proceedings), or 4.6 (Brokers).

“**GAAP**” has the meaning set forth in Section 3.2(a).

“**General Equity Principles**” has the meaning set forth in Section 4.2(a).

“**Governmental Authority**” means any: (A) nation, state, county, city, town, borough, village, district or other jurisdiction; (B) federal, state, local, municipal, foreign or other government; (C) governmental or quasi-Governmental Authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers); (D) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; (E) any regulatory or self-regulatory authority compliance with which is required by Law; or (F) an official of any of the foregoing.

“**Hazardous Materials**” means all explosive or regulated radioactive materials or substances, hazardous or toxic substances, reactive, corrosive, carcinogenic, flammable or hazardous pollutant or other substance, hazardous wastes or chemicals, petroleum or petroleum distillates, natural

gas or synthetic gas, asbestos or asbestos containing materials and all other materials or chemicals regulated pursuant to any Environmental Laws, including any “hazardous substance” or “hazardous waste” as defined in Environmental Laws, materials listed in 49 C.F.R. §172.101, materials defined as hazardous pursuant to § 101(14) of CERCLA, special nuclear or by product material, as defined by the Atomic Energy Act of 1954, 42 U.S.C.A. §3011 et seq. and the rules and regulations promulgated thereunder.

“**Holdback Amount**” means \$1,000,000.00.

“**Indebtedness**” means, any of the following which is secured by any claim, lien, pledge or other encumbrance or cloud on title on any interest in any of the Purchased Assets: (i) the principal of and accrued and unpaid interest in respect of (A) indebtedness for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds, guarantees or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations issued or assumed as the deferred purchase price of any property and all conditional sale obligations (but excluding trade accounts payable and other accrued current liabilities); (iii) all obligations under leases required to be capitalized in accordance with generally accepted accounting principles; (iv) all obligations under any interest rate, currency, swap or other hedging agreements, in each case, excluding any undrawn letters of credit; (v) all obligations for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction that has been drawn upon; in each case, including any and all accrued interest, prepayment fees, expenses, premiums or penalties, related thereto.

“**Indemnified Party**” has the meaning set forth in Section 6.5(a).

“**Indemnifying Party**” has the meaning set forth in Section 6.5(a).

“**Independent Accountant**” has the meaning set forth in Section 2.4(b)(iii).

“**Intellectual Property**” means: (i) trademarks; (ii) trade names; (iii) inventions and all improvements thereto; (iv) patents, patent applications, patent disclosures and inventions upon which patent applications have not yet been filed; (v) copyrightable works, copyrights and all applications, registrations and renewals in connection therewith; (vi) computer software, firmware and all related source code, test scripts, and other development pipeline tooling (excluding computer software which may be purchased or licensed at retail off the shelf and which has not been modified by or for Seller); (vii) trade secrets and confidential business information; (viii) other proprietary rights; (ix) copies and tangible embodiments of any of the foregoing, in whatever form or medium; (x) goodwill associated with any of the foregoing; (xi) licenses and sublicenses granted or obtained with respect to any of the foregoing; (xii) rights under any of the foregoing; (xiii) rights to sue at law or in equity and all remedies against infringements of any of the foregoing; and (xiv) rights to protection or extension of interests in any of the foregoing under all applicable Laws.

“**Inventory**” means any and all of the following: (i) goods, merchandise, supplies and other personal property that may at any time be held for sale or lease or furnished under any contract of service, or constitute raw materials, work in process, supplies or materials that are or might be used or consumed in business or in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such goods, merchandise and other personal property, together with all attachments, accessories, replacements, substitutions, additions and improvements to any of the foregoing; and (ii) bills of lading, warehouse receipts or documents of title relating to, covering or evidencing any right, title, interest or claim in or to any of the foregoing.

“**Law**” means any law, rule, regulation, order, decree or other requirement having the force of law and, where applicable, any interpretation thereof by any authority having jurisdiction with respect thereto or charged with the administration thereof.

“**Lease Agreement**” means those certain Leases by and between Talon Property Services, LLC and Liquid Services and Logistics LLC for certain real property located at 730 Pryor Street SW, Atlanta, GA 30315 and 711 Pinellas Street, Clearwater, FL 33756, the form of which is attached hereto as Exhibit E.

“**Liabilities**” means any liability, debt, obligation, duty, deficiency, interest, Tax, penalty, fine, demand, judgment, cause of action or other loss (including loss of benefit or profit), cost or expense of any kind or nature whatsoever, whether direct or indirect, asserted or unasserted, absolute or contingent, known or unknown accrued or unaccrued, liquidated or unliquidated.

“**License Agreement**” means the License Agreement, dated as of the Closing Date, between Buyer and Talon Property Services, LLC regarding WORMS connect software.

“**Material Adverse Change**” means a material adverse change in any of: (i) the condition (financial or otherwise), business, performance, prospects, results of operations or properties of the Business, individually or in the aggregate, except to the extent any such effect results from or is attributable to: (i) changes in general economic conditions or changes affecting the industry generally in which the Business operates, (ii) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof, including any cyber-attacks, military action, political instability or other national or international calamity; (iii) acts of God or natural disasters in the territories in which the Business operates as of the Closing Date; (iv) financial, banking or securities markets (including any disruption thereof and any decline in the price or credit rating of any security or any market index); (v) changes in accounting principles (or interpretations thereof); (vi) changes in Laws applicable to the Seller or the Members (or interpretations thereof), orders or other binding directives issued by any government entity; and (vii) any action taken (or omitted to be taken) by the Seller or Members at the written request of Buyer or as contemplated by this Agreement; provided further, however, that any event, occurrence, fact, condition, change or development referred to in clauses (i) through (vi) immediately above shall be taken into account in determining whether a Material Adverse Change has occurred, but only to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Business compared to other participants in the industry in which the Business operates specifically.

“**Material Customers**” means those customers listed on Section 3.16(a) of the Disclosure Schedules.

“**Material Suppliers**” means those suppliers listed on Section 3.16(b) of the Disclosure Schedules.

“**Member Representative**” means Robert Heller.

“**Offsite Disposal Facility**” has the meaning set forth in Section 3.15(c).

“**Owned Real Property**” has the meaning set forth in Section 3.19(b).

“**Pay-Off Letters**” means pay-off letters from each holder of Indebtedness that is secured by an Encumbrance on the Purchased Assets, in form reasonably satisfactory to the Buyer, setting forth the total amounts payable to each such holder of Indebtedness to fully satisfy all such Indebtedness as of the anticipated Closing Date (and the daily accrual thereafter), together with appropriate wire instructions, and the agreement of each such holder of Indebtedness that upon payment in full of all such amounts

owed to such holder such holder shall release and terminate all Encumbrances on the Purchased Assets securing such Indebtedness, together with any applicable documents necessary to evidence the release and termination of all such Encumbrances.

“Permits” means all approvals, authorizations, consents, licenses, franchises, orders, registrations, certificates and certifications, variances, permits and similar rights, in each case obtained from or issued by any Governmental Authority to Seller or any other party in connection with the Business.

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

“Personal Property” means any and all of the following: Intellectual Property, furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, phone numbers, Intellectual Property, websites, web domains, email addresses, general intangibles, instruments, books, records, ledgers, files, documents, invoices, lists (including vendor lists, customer lists and sales history by customer), supplies, correspondence, memoranda, plats, architectural plans, final working drawings, plans and specifications, shop drawings, change orders, environmental reports, maintenance records, engineering drawings and reports, creative materials, advertising and promotional materials, studies, reports and other printed or written or electronic materials and all other personal property (tangible or intangible), in each case, that are owned by Seller and are used or usable in connection with the Business.

“Post-Closing Adjustment” means an amount equal to the Closing Working Capital (as finally determined by Section 2.4(b)(vi) minus the Estimated Working Capital.

“Purchase Price” has the meaning set forth in Section 2.3.

“Purchased Assets” means (i) the Purchased Inventory, (ii) the Personal Property, (iii) the Assumed Contracts, (iv) all Accounts Receivable (excluding Excluded Accounts Receivable); (v) all Seller’s Books and Records; and (vi) the Transferred Permits, but does not include the Excluded Assets.

“Purchased Inventory” means all Inventory that is used, held for use or usable in connection with the Business.

“Real Property” means the Owned Real Property.

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

“Required Consents” has the meaning set forth in Section 3.5.

“Resolution Period” has the meaning set forth in Section 2.4(b)(ii).

“Restricted Area” has the meaning set forth in Section 5.7.

“Restricted Business” has the meaning set forth in the Recitals.

“**Restricted Period**” has the meaning set forth in Section 5.3.

“**Review Period**” has the meaning set forth in Section 2.4(b)(i).

“**Sample Calculation Schedule**” has the meaning set forth in Section 2.4(a).

“**Seller**” has the meaning set forth in the opening paragraph of this Agreement.

“**Seller Indemnities**” has the meaning set forth in Section 6.2.

“**Seller Systems**” means the computer hardware, servers, networks, platforms, peripherals, data communication lines, and other information technology equipment and related systems that are owned or used by Seller in connection with the Business.

“**Seller’s Knowledge**” means the knowledge of Robert Heller and Chris Counts. For purposes of this Agreement, any such individual shall be deemed to have knowledge of a particular fact or other matter if (a) such individual is actually aware of such fact or other matter or (b) a prudent individual would be expected to discover or otherwise become aware of such fact or other matter after reasonable investigation in light of the surrounding circumstances.

“**Statement of Objections**” has the meaning set forth in Section 2.4(b)(ii).

“**Target Working Capital**” means \$ \$845,920.

“**Tax**” or “**Taxes**” shall mean all taxes, charges, fees, duties, levies or other assessments, including income, gross receipts, net proceeds, ad valorem, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, license, payroll, unemployment, environmental, customs duties, capital stock, disability, stamp, user, transfer, fuel, excess profits, windfall profits, severance and employees’ income withholding and Social Security taxes imposed by the United States or by any state, municipality, subdivision or instrumentality of the United States or by any other tax authority, including all applicable interest, penalties or additions to tax attributable to such taxes.

“**Tax Clearance Certificates**” has the meaning set forth in Section 5.11.

“**Tax Return**” shall mean any report, return, document, declaration, payee statement or other information or filing required to be filed or provided by Seller to any Tax authority with respect to Taxes.

“**Transaction Documents**” means this Agreement, the Assignment and Assumption Agreement, the Bill of Sale, the Transition Services Agreement, the Vehicle Bill of Sale and all other certificates required to be delivered at Closing pursuant to Article II.

“**Transferred Permits**” means those Permits of Seller which are assignable and are listed on Section 2.2 of the Disclosure Schedules.

“**Transition Services Agreement**” means that Transition Services Agreement in the form of Exhibit D.

“**Undisputed Amounts**” has the meaning set forth in Section 2.4(b)(iii).

“**Vehicle Bill of Sale**” means the Vehicle Bill of Sale in the form attached as Exhibit G to be executed at Closing by Seller and Buyer.

“Warranty Claim Threshold” has the meaning set forth in Section 6.8(a).

“Warranty Claims” means any claims for the repair, rework or replacement of, or return of the amount paid for, any goods or services related to the Business that were sold or provided by or on behalf of Seller prior to the Closing Date under any warranty provided by Seller in connection with the sale of such goods or provision of such services.

“Warranty Period” has the meaning set forth in Section 6.8.

“Working Capital” means the current assets of Seller, less the current liabilities of Seller, in each case determined in accordance with the Accounting Methodologies and the Sample Calculation Schedule.

“Zero Value A/R” has the meaning set forth in Section 2.4(e).

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Attachment follows.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “*Agreement*”), dated August 19, 2022, is made and entered into by and between Talon Property Services, LLC, a Georgia limited liability company (the “*Seller*”) and Liquid Services and Logistics, LLC, a Delaware limited liability company (the “*Purchaser*”).

RECITALS

A. Seller and Purchaser are parties to that certain Asset Purchase and Sale Agreement (the “*Purchase Agreement*”), dated as of August 19, 2022, pursuant to which Seller agreed to sell, assign, transfer, convey and deliver to Purchaser all of Seller’s right, title and interest in and to the Purchased Assets.

B. Seller and Purchaser are entering into this Agreement to evidence the sale, assignment, transfer, conveyance and delivery of the Purchased Assets by Seller to Purchaser, and the assumption of the Assumed Liabilities by Buyer, in accordance with the terms of the Purchase Agreement.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which Seller and Buyer hereby acknowledge, the parties hereto agree as follows:

1. ASSIGNMENT AND ASSUMPTION.

(a) Assignment. Subject to the terms, conditions and limitations set forth in the Purchase Agreement, effective as of the Closing, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller’s right, title and interest in and to the Purchased Assets.

(b) Assumption. Subject to the terms, conditions and limitations set forth in the Purchase Agreement, effective as of the Closing, Purchaser hereby assumes the Assumed Liabilities. Purchaser assumes no liabilities other than the Assumed Liabilities, and the parties hereto agree that all such Excluded Liabilities shall remain the sole responsibility of Seller.

2. MISCELLANEOUS.

(a) Capitalized Terms. Capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement.

(b) Necessary Action. Seller and Purchaser shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

(c) Binding Effect. This Agreement will be binding upon, and will inure to the benefit of, the Parties hereto and their respective successors and assigns.

(d) Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia as to all matters, without giving effect to any applicable choice or conflict of law provision or rule.

(e) Captions. The captions or headings in this Agreement are for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

(f) Counterparts; Facsimile Signature. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any signatory to this Agreement may deliver the Agreement or any other document by such signatory by means of facsimile, or e-mail, and the parties agree that such delivery shall be effective and binding.

(g) Amendments. No amendment, modification, or termination of this Agreement will be deemed valid unless in writing and signed by Seller and Purchaser.

(h) Purchase Agreement. This Agreement is being made and delivered pursuant and subject to the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern. In no event will this Agreement expand, limit or otherwise modify, amend, or change in any way the rights and obligations of Seller and Purchaser under the Purchase Agreement. All notices and other communications hereunder shall be delivered as set forth in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

SELLER:

Talon Property Services, LLC

By: _____

Name:

Title:

PURCHASER:

Liquid Services and Logistics, LLC

By: _____

Name: Keith Harbison

Title: Chairman and President

EXHIBIT C
FORM OF BILL OF SALE

Attachment follows.

BILL OF SALE

Dated as of August 19, 2022

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Talon Property Services, LLC, a Georgia limited liability company (“Seller”), hereby sells, assigns, transfers, conveys and delivers to Liquid Services and Logistics LLC, a Delaware limited liability company (“Buyer”), and Buyer hereby purchases, acquires and accepts from Seller, all of Seller’s right, title and interest in and to all of the Purchased Assets, other than any vehicles, free and clear of all Encumbrances, as such Purchase Assets exist on the Closing Date. Capitalized terms used but not defined herein have the meanings ascribed to such terms in that certain Asset Purchase and Sale Agreement by and among Seller, Buyer, and the members of Seller, dated as of the date hereof (the “Purchase Agreement”), which provides, among other things, for the sale, assignment, transfer, conveyance and delivery of the Purchased Assets to Buyer.

This Bill of Sale shall inure to the benefit of and be binding on the parties hereto and their respective successors, heirs, devisees, legatees, legal representatives and permitted assigns.

This Bill of Sale is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Bill of Sale, express or implied, is intended to, or will be construed to modify, expand, alter, supersede, rescind, waive or limit in any way the terms, including without limitation the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, of the Purchase Agreement. In the event of a conflict between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall prevail.

This Bill of Sale may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signed copy of this Bill of Sale delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

This Bill of Sale shall in all respects be construed in accordance with and governed by the substantive Laws of the State of Georgia, without reference to its choice of law rules or to the choice of law rules of any other jurisdiction.

(Signatures on following page)

IN WITNESS WHEREOF, each of the parties hereto have caused this Bill of Sale to be executed and delivered as of the date first set forth above.

SELLER:

TALON PROPERTY SERVICES, LLC

By: _____

Name:

Title:

BUYER:

LIQUID SERVICES AND LOGISTICS LLC

By: _____

Name: Keith Harbison

Title: Chairman and President

EXHIBIT D
FORM OF TRANSITION SERVICES AGREEMENT

Attachment follows.

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “*Agreement*”) is made and entered into as of August 19, 2022 (“*Effective Date*”), by and between Talon Property Services, LLC, a Georgia limited liability company (the “*Seller*”), and Liquid Services and Logistics, LLC, a Delaware limited liability company (the “*Buyer*”). The Seller and the Buyer are each referred to herein as a “*Party*” and collectively as the “*Parties*”. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Seller, Buyer, Robert Heller, and Chris Counts are parties to that certain Asset Purchase Agreement, dated as of August 19, 2022 (the “*Purchase Agreement*”), pursuant to which, among other things, Seller is selling substantially all of its assets to Buyer; capitalized terms appearing below shall have the meanings given them in the Purchase Agreement unless otherwise defined; and

WHEREAS, the Seller has agreed to provide to the Buyer, from and after the Effective Date, certain transition services, and Buyer has agreed to reimburse Seller as provided herein on the terms and pursuant to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer hereby agree as follows:

1. Transition Services to be Provided by the Seller; Compensation.

(a) Transition Services. From the Effective Date through the Termination Date (as defined in Section 7(b) below), the Seller shall provide to the Buyer, on the terms set forth herein, (i) transition services consistent with the scope of responsibilities of Robert Heller immediately prior to the Effective Date, and (ii) any other services reasonably requested by Buyer in writing with the consent of Seller (such services described in clauses (i)-(ii) collectively, the “**Transition Services**”). Buyer may elect to reduce the Transition Services of Robert Heller pursuant to Section 7(a) herein to services provided via telephone and virtual conference as reasonably requested during reasonable business hours and no more than twenty-five (25) hours per week in-person (such services referred to as the “**Reduced Transition Services**”).

(b) In connection with the provision of the Transition Services, Seller shall provide Buyer with access to the Google Drive for the domain name www.taloncos.com for a period of one (1) year beginning on the Effective Date (the “*IP Period*”), solely in connection with the Business. Such access shall be non-transferrable and shall be for the limited purpose of using the domain name for the transition of the goodwill of the Businesses to Buyer and Buyer’s ability to copy contents thereof related to the Business. The access to www.taloncos.com will automatically expire upon the termination of the IP Period. The Parties acknowledge and agree that only the domain name www.talonplumbing.com shall be transferred to Buyer under the Purchase Agreement and Seller shall, within a reasonable time period after the Effective Date, cooperate with Buyer

to separate such domain name from www.talencos.com and any other domain names Seller holds.

(c) Standard of Performance. The Parties acknowledge and agree the primary intent of this Agreement is to ensure a smooth transition following the closing under the Purchase Agreement. As such, Seller shall, except as contemplated by this Agreement or directed by Buyer in writing, use commercially reasonable efforts to provide the Transition Services during the Transition Period in substantially the same manner and with at least the same degree of care, skill and diligence as such services were provided to the Business (as defined in the Purchase Agreement) prior to the Closing.

(d) Delegation of Transition Services. The Seller agrees that it shall not delegate its responsibilities under this Agreement to any other Person.

(e) Disclaimer. Except as expressly set forth in Section 1(b), Seller makes no representations and warranties of any kind, implied or expressed, with respect to the Transition Services, including, without limitation, no warranties of merchantability or fitness for a particular purpose, which are specifically disclaimed.

(f) Monthly Fee. The fee for the Transition Services shall be \$16,666.66 per month and shall be reduced to \$8,333.33 per month for the Reduced Transition Services (collectively the “Fee”). The Fee shall be payable in accordance with the customary payroll practices of Buyer as may be established or modified from time to time.

2. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Buyer the execution and delivery by the Seller, and the consummation by the Seller, of the transactions contemplated by, this Agreement, and compliance with the terms hereof by the Seller, do not and shall not: (i) (A) conflict with or result in a breach of the terms, conditions or provisions of, (B) constitute a default under, (C) give any third party the right to modify, terminate or accelerate any obligation under, or (D) result in a violation of, the charter or organizational documents of the Seller or any Law to which the Seller is subject; or (ii) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any Governmental Authority pursuant to the charter or organizational documents of the Seller, or any Law to which the Seller is subject.

3. Compliance with Laws. From the Effective Date through the Termination Date, each Party shall comply and act in accordance with all federal, state and local Laws with respect to the Transition Services that are applicable to such Party.

4. Contract Rights. From the Effective Date through the Termination Date, the Seller shall, in each case to the extent permitted under the applicable agreement, make available to the Buyer, at Buyer's cost, the benefits obtained by the Seller under third party purchasing, licensing or services contracts. At the Buyer's request, the Seller shall use commercially reasonable efforts to facilitate the Buyer securing direct contractual relationships with such third parties on terms comparable to those on which the Seller receive such products or services at the sole cost and expense of Buyer.

5. Cooperation; Employer Services.

(a) Cooperation. From the Effective Date through the Termination Date, the Parties shall use commercially reasonable efforts to cooperate with each other in all matters relating to the provision and receipt of the Transition Services. Such reasonable cooperation shall include exchanging information, providing electronic access to systems used in connection with the Transition Services, performing true-ups and adjustments and using commercially reasonable efforts (including Buyer's payment of any commercially reasonable fees or expenses) to obtain all consents, licenses, sublicenses or approvals necessary to permit each Party to perform its obligations hereunder, in each case subject to the restrictions of Section 10 hereof. The Parties shall use commercially reasonable efforts to cooperate with each other in determining the extent to which any Tax is due and owing with respect to the Transition Services and in providing and making available any resale certificate, information regarding out-of-state use of materials, services or sale, and other exemption certificates or information reasonably requested by either Party. In addition, from the Effective Date until the Termination Date, the Seller shall offer reasonable assistance to the Buyer to transfer responsibility for the provision of Transition Services to the Buyer or a new provider.

(b) Operational Matters; Records. Without limiting any rights of the Buyer under the Purchase Agreement, from the Effective Date through the Termination Date and at the request of the Buyer, the Seller shall make available to the Buyer documents and other information relating to the conduct of the Business prior to the Effective Date, or the condition of the premises where the Business was conducted by the Seller prior to the Effective Date, to reasonably assist the Buyer in resolving certain operational matters relating to the Business, including present or future regulatory issues or other operational issues relating to the Business. Robert Heller shall have full access to his email and work files during the entirety of the term of this Agreement and for a period of at least twelve (12) months after the Termination Date, provided that, he only uses the email and information for personal reasons and maintains the confidentiality of all matters related to the Business pursuant to the terms of the Purchase Agreement.

6. Audit Rights. During the term of this Agreement and for a twelve-month period thereafter, the Buyer or its representatives shall have the right, at Buyer's expense and on reasonable notice and during business hours, to inspect and audit all of the books, accounts and records of the Seller pertaining to the Transition Services for the purpose of verifying the amounts invoiced to the Buyer hereunder or complying with applicable Laws.

7. Term; Termination.

(a) Partial Termination. The Buyer may terminate or reduce the provision of any Transition Service (in whole or in part) 30 days following the date upon which the Buyer notifies the Seller in writing that the Buyer no longer requires the Seller to provide such Transition Service or such shorter period of time as the Buyer may determine with the consent of the Seller, which consent shall not be unreasonably withheld or delayed; provided, however, at any time prior to the Termination Date, the Buyer may withdraw its request to terminate such Transition Services. Any election to terminate any Transition Service or a portion thereof shall not relieve the Seller of its continuing duty to provide those Transition Services or portions thereof that have not been terminated.

(b) Complete Termination. The provision of Transition Services shall commence on the Effective Date and shall terminate upon the earliest to occur of the following (the "**Termination Date**"):

(i) The date which is 180 days after the Closing Date, as such date may be extended pursuant to Section 7(c) below;

(ii) 30 days following the date upon which the Buyer notifies the Seller in writing that the Buyer no longer requires the Seller to provide any Transition Services;

(iii) such other date as the Parties may mutually determine; or

(iv) in the event that either Party shall (a) file a petition in bankruptcy, (b) become or be declared insolvent, or become the subject of any proceedings not dismissed within sixty (60) days related to its liquidation, insolvency or the appointment of a receiver, (c) make an assignment on behalf of all or substantially all of its creditors, or (d) take any organizational action for its winding up or dissolution, then the other Party shall have the right to terminate this Agreement by providing written notice.

(c) Extension. This Agreement may be extended by the Parties upon the written consent of both the Buyer and the Seller, either in whole or with respect to one or more of the Transition Services. The Parties agree that Seller shall not be obligated to perform any Transition Service after the Termination Date. If Buyer desires and Seller agrees to continue to perform any Transition Service after the Termination Date, the Parties shall negotiate in good faith to determine compensation for Seller and the renewal period (the "**Renewal Period**").

(d) Effect of Termination or Expiration.

(i) Upon termination or expiration of this Agreement for any reason, the Seller shall deliver to the Buyer all records and other information pertaining to any matters

for which the Seller was providing Transition Services to the Buyer hereunder; provided, however, that the Seller may retain copies of such records and information to the extent necessary for accounting, tax reporting, and compliance with the Seller's document retention policies or other legitimate business purposes, subject to the requirements of Section 10 hereof. The Parties acknowledge and agree that after partial termination of this Agreement by the Buyer with respect to any particular Transition Service, Seller shall not be obligated to perform any such Transition Service after the effective date of such termination and that a partial termination of this Agreement by the Buyer with respect to any particular Transition Service will not affect the Seller's obligation to perform, and Buyer's obligations to reimburse Seller for, any other Transition Services hereunder which have not been terminated by Buyer pursuant to the terms of this Agreement.

(ii) Upon the Termination Date, all obligations of the Parties shall terminate, including but not limited to Seller's obligation to provide any Transition Services, except for (a) the provisions of Section 2, Section 8, Section 9, and Section 11, and (b) any obligations which arose prior to the termination of this Agreement (including payment obligations), each of which provisions and obligations shall survive any termination of this Agreement.

(e) Survival. Section 6 (Audit Rights), Section 7(d) (Effect of Termination or Expiration), Section 7(e) (Survival), Section 8 (Indemnification), Section 9 (Confidentiality), Section 10 (Remedies) and Section 11 (Miscellaneous) shall survive termination or expiration of this Agreement.

8. Indemnification.

(a) Indemnification by Seller. The Seller shall indemnify and hold harmless the Buyer from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature (including without limitation any penalties, taxes, amounts required for correction, or any other costs imposed by one or more administrative agencies pursuant to federal, state, or local Law that applies to the Transition Services) (collectively, "**Losses**") actually incurred by Buyer (i) arising from any actions, suits, claims, proceedings or demands brought by any third party to the extent related to the provision of the Transition Services hereunder and resulting from the gross negligence or willful misconduct of Seller, the Transition Employees or any third party engaged by Seller to provide the Transition Services, except to the extent such Losses result from the Buyer's gross negligence, willful misconduct or the breach by Buyer of this Agreement; and (ii) arising from any breach of any of the Seller's representations, warranties or covenants set forth in this Agreement.

(b) Indemnification by Buyer. The Buyer shall indemnify and hold harmless the Seller from and against any and all Losses, as well as the deductibles on any insurance claims made by Seller, actually incurred by Seller (i) arising from any actions, suits, claims, proceedings or demands brought by any third party to the extent related to the Transition Services hereunder, except to the extent such Losses result from (A) the Seller's gross negligence or willful misconduct, (B) any failure by Seller to comply with reasonable instructions from Buyer in writing and after a reasonable time period for Seller to take action

and cure, or (C) the breach by Seller of this Agreement; and (ii) arising from any breach of any breach by Buyer of this Agreement.

(c) Limitations and Procedures. The Parties hereby incorporate by reference the provisions of Article VI of the Purchase Agreement regarding the procedures for indemnification and such procedures shall control the procedure for asserting any claim for indemnification under this Agreement. For the avoidance of doubt, the Buyer's rights to indemnification for Losses pursuant to this Section 9 will in no way be limited by the limitations and conditions set forth in Section 6.4 of the Purchase Agreement. Notwithstanding anything contained herein to the contrary, in no event shall any Party be liable to the other Party under this Agreement for any punitive or exemplary damages. Buyer acknowledges that the Transition Services to be provided to it hereunder are subject to, and that its remedies under this Agreement are limited by, the provisions of Section 1(e), including the limitations on representations and warranties with respect to the Transition Services.

9. Confidentiality.

The Parties' obligations of confidentiality related to Transition Services shall be subject to and controlled by the provisions of Section 5.2 of the Purchase Agreement, incorporated herein by reference.

10. Remedies.

Because of the special nature of the Transition Services and the disruption to the Buyer that could ensue from the Seller's failure in breach of this Agreement to provide any of the Transition Services to the Buyer, the Parties agree that the Buyer would be irreparably harmed by any such failure. For these reasons, the Seller agrees that the buyer shall be entitled to injunctive relief, including the Seller's specific performance of its obligations under this Agreement, in addition to all other remedies available to the Buyer in law or at equity or otherwise, for any such breach. Each of the Parties acknowledges and agrees that it shall have no right under this Agreement to set off any amounts owed (or to become due and owing) to the other Party against any other amount owed under the Purchase Agreement (or to become due and owing) to it by the other Party.

11. Miscellaneous.

(a) Amendment and Waiver. No amendment, modification, or waiver of this Agreement will be effective unless specifically made in writing and duly signed by the Buyer and the Seller. No other course of dealing between the Parties to this Agreement or any delay in exercising any rights pursuant to this Agreement will operate as a waiver of any rights of any Party to this Agreement. Except as expressly provided in this Agreement, no Person who is not a Party will have any right or obligation pursuant to this Agreement.

(b) Notices. All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three days after deposited in the United States mail, first class postage prepaid, certified mail; (iii) in the case of overnight courier services, one business day after delivery to the telegraph company or overnight courier service with payment

provided; or (iv) in the case of electronic transmission such as e-mail, when sent, provided a hard copy of such email or notice is sent via overnight courier service on the same day; in each case addressed as follows, or to such other address as any Party may designate by notice to the other Party in accordance with the terms of this Section:

if to Buyer:

Liquid Services and Logistics LLC
c/o Alitus Partners, LLC
Attn: Walker Harbison
7701 Forsyth Blvd., Suite 1000
Clayton, MO 63105
e-mail: wharbison@alituspartners.com

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

Lewis Rice LLC
Attn: William Bolster
600 Washington Ave., Suite 2500
St. Louis, MO 63101
e-mail: wbolster@lewisrice.com

if to Seller:

Talon Property Services, LLC
Attn: Robert Heller
730 Pryor Street SW
Atlanta, GA 30315
email: rheller@taloncos.com

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

Gregory, Doyle, Calhoun and Rogers, LLC
Attn: Scott Gregory and Abbey E. Mateer
49 Atlanta Street
Marietta, GA 30060
e-mail: sgregory@gdcrlaw.com and amateer@gdcrlaw.com

(c) Successors and Assigns. All covenants and agreements set forth in this Agreement will bind and inure to the benefit of the respective heirs, legal representatives, successors, and permitted assigns of the Parties, except that neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, (a) the Buyer may assign, in whole or in part, its rights and obligations pursuant to this Agreement to one or more of its affiliates, and (b) the Buyer may assign this Agreement and its rights and obligations under this Agreement in connection with a merger or consolidation involving the Buyer, a sale of substantially all of the equity or assets of the Buyer, or a disposition of substantially all of the Business, and (c) the Buyer may assign any or all of its rights

pursuant to this Agreement, including its rights to indemnification, to any of its lenders as collateral security.

(d) Severability. In case any one or more of the provisions contained in this Agreement will be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.

(e) Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person other than the Parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

(f) Entire Agreement. Except as otherwise provided in this Agreement, this Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof, and all prior understandings, whether written or oral, are superseded by this Agreement, and all prior understandings, and all related agreements and understandings are hereby terminated.

(g) Counterparts; Electronic Delivery. This Agreement may be executed in counterparts (including by means of.pdf signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same agreement.

(h) Construction. The headings and captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption or heading had been used herein. Each defined term used in this Agreement shall have a comparable meaning when used in its plural or singular form. The use of the word “including” herein shall mean “including without limitation”. The word “or” is used in the inclusive sense of “and/or”. The Parties hereto 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.

(i) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(i) This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the Laws of the State of Georgia applicable to contracts made and to be performed wholly within Georgia, without regard to choice or conflict of laws rules.

(ii) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA

FOR THE NORTHERN DISTRICT OF GEORGIA OR THE COURTS OF THE STATE OF GEORGIA LOCATED IN THE COUNTY OF FULTON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(iii) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(i).

(j) Relationship of the Parties. The Parties hereto are independent contractors and neither the Buyer nor the Seller is an employee, partner or joint venturer of the other. Under no circumstances shall any of the employees of the Buyer or the Seller be deemed to be employees of the other for any purpose. Neither the Buyer nor the Seller shall have the right to bind the other to any agreement with a third party nor to represent itself or themselves as a partner or joint venturer of the other.

(k) Purchase Agreement. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants, agreements and indemnifications contained in the Purchase Agreement, and such representations, warranties, covenants, agreements and indemnifications shall remain in full force and effect in accordance with the terms of the Purchase Agreement.

(l) Force Majeure. Except with respect to payment obligations under Section 2, the obligations of Seller under this Agreement with respect to the Transition Services shall be suspended during the period and to the extent that Seller is prevented or hindered from providing a Transition Service, or Buyer is prevented or hindered from receiving such

Transition Service, due to any of the following causes beyond such party's commercially reasonable control (such causes, "Force Majeure Events"): (i) acts of God, (ii) flood, fire or explosion, (iii) war, invasion, riot or other civil unrest, (iv) government order or Law, (v) actions, embargoes or blockades in effect on or after the date of this Agreement, (vi) action by any governmental authority, (vii) national or regional emergency, (viii) strikes, labor stoppages or slowdowns or other industrial disturbances, (ix) shortage of adequate power or transportation facilities, (x) disease, including the COVID-19 pandemic, or (xi) any other event which is beyond the reasonable control of such party; provided that the Party in each of the foregoing cases that is asserting Force Majeure shall exert commercially reasonable efforts to mitigate the impacts of the applicable Force Majeure Event, including by accessing available insurance and cooperating in good faith with the other Party with respect thereto. The Party suffering a Force Majeure Event shall give notice of suspension as soon as reasonably practicable to the other Party stating the date and extent of such suspension and the cause thereof, and Seller shall resume the performance of its obligations as soon as reasonably practicable after the removal or substantial mitigation of the cause. Neither Buyer nor Seller shall be liable for the nonperformance or delay in performance of its respective obligations under this Agreement to the extent such failure is due to a Force Majeure Event.

* * * * *

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

SELLER

Talon Property Services, LLC

By: _____

Name: _____

Title: _____

BUYER

Liquid Services and Logistics, LLC

By: _____

Name: _____

Title: _____

EXHIBIT E
FORM OF LEASE AGREEMENT

Attachment follows.

LEASE

THIS LEASE (“**Lease**”) is made and entered into as of this 19th day of August, 2022 (the “**Effective Date**”) by and between Liquid Services and Logistics, LLC (hereinafter referred to as “**Tenant**”) and Talon Property Services, LLC (hereinafter referred to as “**Landlord**”).

ARTICLE I – PREMISES; RENEWAL TERMS

Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, collectively the parcel of real property located at 730 Pryor Street NW, Atlanta, Georgia 30315, along with the buildings, other improvements and fixtures located thereon (herein after referred to as the “**Real Property**” or the “**Premises**”).

ARTICLE II - TERM

2.01 Term. The term of this Lease shall be for a period commencing on the Effective Date and ending on February 28, 2023 (the “**Initial Term**”) unless sooner terminated pursuant to any provision hereof.

2.02 Renewal Terms. Provided Tenant is not in material default under this Lease beyond all applicable notice and cure periods, Tenant is granted the option to extend the Initial Term (each a “**Renewal Option**”) for three (3) consecutive terms of six (6) months (each a “**Renewal Term**”) (the Initial Term and any exercised Renewal Term are hereinafter sometimes collectively referred to as the “**Term**”), provided Tenant gives written notice of its exercise of the renewal option at least sixty (60) days prior to the expiration of the immediately preceding Initial Term or Renewal Term, as applicable (the “**Renewal Notice**”). All terms and conditions set forth in the Lease shall remain the same in each Renewal Term.

ARTICLE III - RENT

3.01 Payment of Rent. Tenant shall pay to Landlord as base rent for the Premises equal monthly payments of Four Thousand One Hundred Sixty-Six Dollars and 67/100 Dollars (\$4,166.67), (“**Rent**”) in advance, on the first day of each month of the Term. Rent for any period during the Term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

3.02 Net Lease. During the Term, Landlord shall not be required to incur any costs, pay any expenses or perform any obligations of any kind relating to the maintenance or operation of the Premises, except as expressly required pursuant to the provisions of this Lease.

ARTICLE IV – USE AND CONDITION

4.01 Use / Compliance with Laws. The Premises may be used and occupied for any lawful use related or ancillary to Tenant’s business. Tenant shall not violate any applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the Term regulating the Premises or use by Tenant of the Premises. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or in any manner which would adversely affect the terms and conditions of a standard fire insurance policy or increase the fire insurance premium, or create a condition that is a safety hazard on the Premises. This Lease is also subject to compliance with Landlord’s written rules and regulations for the Premises, attached hereto as Exhibit A, as they may be reasonably amended from time to time. Tenant will promptly provide to Landlord copies of all communications to or from any government entity that relate

to Tenant's noncompliance, or alleged noncompliance, with any laws or other government requirements impacting the Premises.

4.02 Condition of Premises. Tenant hereby accepts the Premises in their "As Is" condition existing as of the Effective Date, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and to all matters disclosed thereby and by any exhibits attached hereto.

ARTICLE V – ALTERATIONS, BUILDING SERVICES AND REPAIRS

5.01 Alterations. Tenant shall make no material alterations, additions, improvements, or installations to the structural components of the Premises without the prior written consent of Landlord, which consent shall be in Landlord's reasonable discretion. All such alterations, (including but not limited to carpeting, doors, etc.) and additions, improvements and installations shall become a part of the Premises when made and shall remain upon and be surrendered with the Premises at the end of the Term, excluding Tenant's removable personal property and trade fixtures, which can be removed without materially damaging the Premises. Tenant shall obtain all approvals, permits and consents required by law in connection with such alterations, additions, improvements and installations and removals thereof prior to the commencement of any such work. Any alterations, additions, improvements, or installations to the Premises made by Tenant shall be in compliance with all applicable rules, regulations, laws and ordinances and shall be done in a good workman-like manner. Landlord's approval of any such alterations, additions, improvements, or installations shall not be interpreted as Landlord's approving such items as in compliance with all applicable law.

5.02 HVAC Maintenance. Tenant agrees to cooperate with Landlord and to comply with all rules and regulations that Landlord may reasonably require for the proper functioning and protection of the air conditioning, ventilating and heating system (the "**HVAC System**"). Landlord reserves the right to interrupt the heating, air conditioning, light, water and other services at such mutually acceptable times as may be necessary and agreed to by Landlord and Tenant and for as long as may be reasonably required for the making of repairs, alterations or improvements.

5.03 Repairs.

(a) Repairs by Landlord. Landlord shall be responsible for the capital repair and replacement of the HVAC System, the roof and other structural portions and components of the Premises. Tenant will promptly notify Landlord of any damages or noticed defect to any of the foregoing. Notwithstanding anything in this Lease to the contrary, in no event shall Landlord be obligated to repair any damage caused by any act, omission or negligence of Tenant or its employees, agents, licensees, subtenants, invitees or contractors. Landlord shall perform all of the repairs so as not to unreasonably interfere with Tenant's business operations in the Premises.

(b) Repairs by Tenant. Tenant shall, at its sole cost and expense, and except for the repairs and maintenance to be performed by Landlord under subparagraph (a) of this Section 5.03, repair and maintain in good order, condition, and repair the Premises, ordinary wear and tear excepted. Tenant's responsibility for repairs and maintenance shall include, but is not limited to electrical and plumbing, and all interior fixtures and improvements, the repair and maintenance of all exterior and interior glass, windows, and window frames, exterior entrances, doors (exterior and interior), door hardware and equipment incidental to the operation thereof, and regularly scheduled maintenance of the HVAC system. Tenant will otherwise keep the Premises in a clean condition, free and clear of accumulation of rubbish, debris, scrap materials, and litter and will commit no waste on the Premises.

(c) Repairs by Landlord on Tenant's Behalf. If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any part thereof, as required hereunder, Landlord shall have the right, but not the obligation, upon giving Tenant ten (10) days prior written notice of Landlord's election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant if Tenant is obligated to make such repairs or maintenance and fails to do so within the ten (10) days of prior written notice from Landlord required under this Section 5.02(d). In such event, such repairs and maintenance shall be paid by Tenant as additional rent promptly upon receipt of a bill therefore.

5.04 No Liens. Tenant agrees to pay, when due, all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment that have been provided or ordered with Tenant's consent to the Premises and to prevent and satisfy any liens on the Premises in connection therewith. Failure to remove any lien or furnish the cash or a bond acceptable to Landlord for a contested lien within fifteen (15) days of written notice from Landlord to remove or bond such a lien will constitute an Event of Default (defined in Section 11.01(a)) under this Lease, Landlord will be entitled to satisfy the lien without further notice to Tenant, and Tenant will immediately reimburse Landlord for any sums paid to remove any such lien.

5.05 Environmental. As used herein, "**Environmental Laws**" means all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders and administrative actions and orders relating to industrial hygiene, environmental protection or the use, analysis, generations, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, infectious waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous wastes," "hazardous materials," or toxic substances under any such laws, ordinances or regulations (collectively, "**Hazardous Materials**"). Tenant shall not manufacture, process, distribute, use, treat, store, dispose of or handle on the Premises, or transport to or from the Premises, any Hazardous Materials in any quantity or manner that violates or gives rise to liability under any Environmental Laws. Tenant shall indemnify, defend and hold harmless Landlord and its affiliates from and against any and all third party claims, costs, and liabilities (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) any conditions or contamination found to be existing after the Effective Date at, on or emanating from or onto the Premises as a result of gross negligence or willful misconduct of Tenant or its affiliates; (ii) any violation of any Environmental Law by Tenant or its affiliate, contractor, agent, employee, owner or invitee (together, the "**Tenant Parties**" and separately, a "**Tenant Party**"); and (iii) any Hazardous Materials released or located within, under or about the Premises or the Real Property by Tenant or any Tenant Party. Notwithstanding the foregoing, Tenant will not be responsible for, and will not indemnify Landlord for, any actions of Landlord, its agents, contractors, employees, owners, tenants or invitees that causes environmental damage or a violation of any Environmental Law on the Premises or the Real Property, including, without limitation, all matters disclosed in or arising out of that certain Phase I Environmental Assessment dated July 26, 2022 and performed by GEI Consultants, Inc., a copy of which is in Landlord's possession. Landlord and Tenant shall each give notice to the other, as the case may be, of any (i) enforcement, clean-up, removal or other governmental or regulatory action concerning the Premises instituted, completed or threatened pursuant to any Environmental Law; (ii) claim made or threatened against Landlord, Tenant and/or the Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; (iii) reports made to any environmental agency arising out of or in connection with any Hazardous Material in, on or about the Premises or with respect to any Hazardous Material removed from the Premises including any complaints, notices, warnings, reports or asserted violations in connection therewith; and (iv) Hazardous Material that either Landlord or Tenant knows has been, or will come to be, released or located within, under or about the Premises.

ARTICLE VI - INSURANCE AND INDEMNITY

6.01 Liability and Property Insurance.

(a) Tenant shall procure and maintain, at its cost, a policy or policies of commercial general liability insurance, with companies with an A.M. Best rating of A-VIII or better, insuring against liability for bodily injury and property damage and providing coverage of not less than the Two Million Dollars (\$2,000,000) of general aggregate coverage, including not less than One Million Dollars (\$1,000,000) for bodily injury, death and property damage arising out of any one occurrence, and shall further maintain worker's compensation and employer's liability coverage of not less than that required under law. Tenant shall be responsible for "all risk" insurance in an amount adequate to cover the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, and all other contents located or placed in the Premises, which items will not be covered by Landlord's insurance and for which Landlord and its insurance carriers will have no liability. Tenant shall pay all premiums for all such required insurance when due and, at all times during the Term, Tenant shall maintain with Landlord, at all times during the Term, current and proper certificates of such insurance evidencing that such insurance coverage is in full force and effect and that the premiums therefor have been paid and shall furnish certificates of the same within fifteen (15) days of the Effective Date of this Lease. The required policies will provide that the coverage is primary, and will not seek any contribution from any insurance or self-insurance carried by Landlord.

(b) Tenant shall deliver to Landlord a certificate of liability insurance evidencing such liability coverage as required hereunder duly authenticated by the issuing company. All such liability insurance shall name Landlord as an additional insured both primary and non-contributory and, for purposes of damage to the Premises, as a loss payee. The insurance will not be invalidated by any act, neglect, or breach of contract by Tenant. Tenant may carry any insurance coverage through blanket insurance covering the Premises and other locations of Tenant or Tenant's affiliates, provided such blanket insurance policy specifically designates the Premises and allocates specific coverage limits to the Premises as required hereunder, which shall not be reduced by claims as to other property covered by such policy.

(c) In the event that Tenant fails to obtain and maintain liability insurance as provided in this Lease, Landlord may obtain any such insurance coverage and pay premiums therefor, but only after giving Tenant thirty (30) days prior written notice and opportunity to purchase such insurance prior to the expiration of such thirty (30) day period, and all premiums so paid by Landlord shall be deemed additional Rent hereunder and shall be payable by Tenant to Landlord upon the next due date of Rent hereunder and in accordance with the provisions of this Lease. All of the policies noted in this Section obtained by Tenant shall provide that they shall not be cancelled, revised, terminated, or permitted to lapse unless thirty (30) days prior written notice is given Landlord.

(d) Landlord shall procure and maintain, at its cost, such hazard insurance on the Premises as Landlord deems appropriate. Tenant will not be named as an additional insured to such policy.

6.02 Waiver of Subrogation. Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against (or required hereunder to be insured against) under any property insurance policy in force at the time of such loss or damages. The insuring party shall give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. All policies of insurance obtained by Landlord and Tenant, and affecting the Premises, shall provide for waiver of subrogation as to Landlord and Tenant; further, Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any

hazard covered by insurance on the Premises, or covered by insurance in connection with property on or activities conducted on the Premises, regardless of the cause of the damage or loss.

6.03 Indemnity.

(a) By Tenant. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, actions, damages, liability, and expense, including attorneys' fees, costs, and interest, in connection with loss of life, personal injury and/or damage to property, arising from, out of, or in connection with in any manner Tenant's use or occupancy of the Premises or from the conduct of Tenant's business on the Premises and shall further indemnify and hold harmless Landlord from and against any and all claims, actions, damages, liability, and expense, including attorneys' fees, costs, and interest, arising from any breach or default in the performance of any obligation on Tenant's part to be performed, or arising from any negligence or intentional acts of the Tenant, or any of Tenant's officers, agents, contractors, any permitted subtenant, invitees or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend the same at Tenant's expense. This Section 6.03(a) shall survive the expiration or earlier termination of this Lease.

(b) By Landlord. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, actions, damages, liability, and expense, including attorneys' fees, costs, and interest, in connection with loss of life, personal injury and/or damage to property, arising from any intentional act by Landlord or its officers, agents, contractors or employees and shall further indemnify and hold harmless Tenant from and against any and all claims, actions, damages, liability, and expense, including attorneys' fees, costs, and interest, arising from any breach or default in the performance of any obligation on Landlord's part to be performed, or arising from any negligence of the Landlord, or any of Landlord's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Tenant by reason of any such claim, Landlord, on notice from Tenant, shall defend the same at Landlord's expense. This Section 6.03(b) shall survive the expiration or earlier termination of this Lease.

ARTICLE VII - DAMAGE OR DESTRUCTION

In the event any improvements on or forming part of the Premises are damaged or destroyed, partially or totally, and the cost to restore the same is in excess of fifty percent (50%) of the value of the Premises or is not covered by insurance or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Premises, either Party may terminate this Lease by thirty (30) days' written notice to the other Party. In the event a substantial portion of the buildings on the Premises are damaged or destroyed, partially or totally, and Landlord determines that it would take longer than one hundred eighty (180) days to restore the same, Tenant or Landlord may terminate this Lease by thirty (30) days' written notice. If neither Landlord nor Tenant terminates this Lease, Landlord shall, to the extent of the availability of insurance proceeds, repair, restore, and rebuild the improvements (excluding any improvements made by Tenant and any trade fixtures or other personal property owned by Tenant), and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called "repair") shall be commenced within a reasonable time after such damage or destruction, and shall be diligently pursued to completion. If the Premises is not restored to useable condition within one hundred twenty (120) days (without extension for force majeure, impossibility or otherwise), Tenant may terminate this Lease by thirty (30) days' written notice to Landlord. All rent and other charges under this Lease shall abate during any period which Tenant is not able to use and does not use the Premises in proportion to the interference with such use.

Except in connection with its obligations, including, but not limited to, indemnification obligations, set forth in this Lease, Landlord will have no liability to Tenant, and Tenant will have no claim against Landlord, for any damage, injury, or loss of use caused by the condition of the Premises.

ARTICLE VIII – TAXES

Tenant shall pay, prior to delinquency, all taxes assessed against and levied on, furnishings, equipment and all other personal property of Tenant and Landlord in, on or about the Premises. Landlord shall pay, prior to delinquency, all real estate taxes assessed against the Premises, however, Tenant shall pay to Landlord, at the time of payment of each monthly rental payment, one-twelfth (1/12) of the annual real estate taxes on the Premises as additional rent, provided Landlord supplies Tenant with any real estate tax bill(s) within thirty (30) days of billing by the taxing authority. Landlord shall hold all such monthly payments of taxes from Tenant in trust and make all required tax payments during the term and any renewal terms directly to the taxing authority, keeping the premises free of all tax liens and similar encumbrances. If taxes for the current year have not been determined, taxes for the previous year shall be used for the monthly payment, and an adjustment shall be made upward or downward when taxes for the current year have been established.

ARTICLE IX - UTILITIES

Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. Tenant shall pay all such charges directly to the respective utility company where possible provided that if Landlord pays any such charges, Tenant shall reimburse Landlord for such charges within thirty (30) days after payment of such invoice.

Landlord has no responsibility to provide any utility services to the Premises that are not already in place. If additional services are required, Tenant will obtain Landlord's permission for their installation, at Tenant's sole cost and expense. Landlord will not unreasonably withhold such permission.

ARTICLE X - ASSIGNMENT AND SUBLETTING

Except as set forth herein, Tenant shall not voluntarily or by operation of law further assign, transfer, mortgage, license, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, without Landlord's prior written consent, which Landlord shall grant or deny in its sole discretion. Except as set forth herein, any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease. Regardless of Landlord's consent, no subletting or assignment, including a Permitted Transfer, shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

Notwithstanding any provision of this Lease to the contrary, so long as Tenant is not in default of this Lease beyond any applicable cure period, Tenant shall be permitted the one time right to transfer or assign this Lease or sublet the Premises, without Landlord's consent, to any affiliate of Tenant in which Tenant is a majority owner (the "Permitted Transfer"), provided that: (a) Tenant gives Landlord written notice of such Permitted Transfer within ten (10) days after the effective date of such transfer; (b) in the event of an assignment, the assignee shall assume in writing all of Tenant's obligations under this Lease and a copy of such assignment shall be provided to Landlord; and (c) to be eligible for such a Permitted Transfer, such transferee must have an equal or greater tangible net worth and credit worthiness as Tenant transferor.

ARTICLE XI - DEFAULTS; REMEDIES

11.01 Default by Tenant. The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

(a) If Tenant shall (i) fail to pay any Rent or any other payment or sum due hereunder within ten (10) days after written notice thereof to Tenant (provided, however, Landlord will not be required to provide such notice more than two (2) times in any given twelve (12) month period prior to non-payment being an automatic Event of Default), or (ii) breach any other material term, covenant, condition or agreement contained in this Lease or shall fail to perform any material obligation herein set forth to be performed by Tenant, and if such breach or failure to perform shall continue and not be remedied by Tenant within thirty (30) days after written notice to Tenant, or, in the case of a happening or default, which cannot with due diligence be cured within thirty (30) days and the continuance will not subject Landlord to the risk of criminal liability or foreclosure of any mortgage or deed of trust, then be diligently and continuously prosecuted to completion of the required remedy not to exceed sixty (60) days, or (iii) make an assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or under any state insolvency laws, or (v) admit in writing its insolvency, or (vi) have filed against it and such filing is not stayed or vacated within sixty (60) days of filing any petition in bankruptcy or similar state creditor's laws, or (vii) have a receiver appointed to control its assets, or (viii) make a transfer in fraud of creditors (each of the foregoing being an "**Event of Default**"), then upon the occurrence of any such Event of Default (regardless of the pendency of any proceeding which has, or might have, the effect of preventing Tenant from complying with the terms of this Lease), Landlord, at any time thereafter, and with or without terminating the Lease, may, at Landlord's sole option:

(b) re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, perform or abide by any term, condition, covenant, or agreement of this Lease. Tenant shall reimburse and compensate Landlord within five (5) days after delivery of any statement to Tenant by Landlord for any expenditures made by Landlord in making such corrections or repairs;

(c) re-enter the Premises, including in the case of abandonment by Tenant, and remove Tenant and all other persons and any and all property from the Premises, by legal action or use of reasonable force (without liability for damages), summary proceedings, ejectment, or otherwise;

(d) relet the Premises, including in the case of abandonment, or any part thereof for such time or times and at such rent or rents and upon such other terms and conditions as Landlord in Landlord's reasonable discretion may deem advisable; and Landlord may make any alterations or repairs to the Premises which Landlord may deem reasonably necessary or proper to facilitate such reletting. Tenant shall pay all reasonable costs of such reletting including the reasonable cost of any such alterations and repairs to the Premises; and, if this Lease shall not have been terminated, then, Landlord may require Tenant to continue to pay all Rent and other obligations of Tenant due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter, Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and all other sums collected from any such subsequent tenant or tenants and the Rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents and other sums collected over the Rent and other sums reserved herein;

(e) declare the entire amount of all Rent and all other monetary obligations of Tenant hereunder which would have been owed by Tenant, from the date of default to the end of the then term (without reckoning any renewal options) had there been no default, at once due and payable in full;

(f) terminate this Lease and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination, and upon such termination Landlord shall have and recover from Tenant all damages Landlord may suffer by reason of such termination, including, without limitation, the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises and the cost of any repairs to the Premises which Landlord deems are necessary or proper to prepare the same for reletting. In addition thereto, Landlord, at its election, shall have and recover from Tenant an amount equal to the total amount of all Rent and other sums to be paid by Tenant for the remainder of the Term; or

(g) pursue all other rights and remedies provided by law, or in equity, to a landlord with respect to a defaulting tenant, including seeking injunctive relief or specific performance.

(h) In an Event of Default, Landlord may elect to continue this Lease and to sue periodically to recover damages, and no action for damages will bar a later action for damages subsequently accruing.

11.02 Landlord's Expenses. In the case of an Event of Default not otherwise cured as provided hereunder, Landlord shall be entitled to recover from Tenant all damages suffered thereby, including a reasonable sum for attorney's fees incurred by Landlord in enforcing its rights hereunder.

11.03 Cumulative Remedies. All of the rights and remedies conferred upon Landlord by the terms of this Article XI are cumulative and not exclusive of any other right or remedy, and may be exercised singly or in combination at Landlord's sole election. No reentry or taking of possession by Landlord shall be construed as an election to terminate this Lease unless a written notice of such election to terminate is delivered to Tenant.

11.04 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform material obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently and continuously prosecutes the same to completion. If an uncured event of default is committed by Landlord, Tenant will be entitled to any remedies available at law or in equity for breach of lease, except for self-help, and all damages will be limited to actual damages, excluding consequential and punitive damages, and damages will also be limited to Landlord's interest in the Property and will be subordinate to the rights of Landlord's lenders.

11.05 No Double Recovery. Tenant and Landlord have or will enter into an Asset Purchase Agreement (the "APA") pursuant to which Landlord has agreed to sell, and Tenant has agreed to purchase, certain of the assets of Landlord's plumbing business, which business is operated, in part, on and from the Premises. Among other things, the APA contains representations and warranties, as well as limitations and/or exclusions of claims. In the event of any claim, damages, or loss suffered by a party ("Loss") to this Lease for breach of a covenant or of a representation or warranty under this Lease, such party shall first look to recover for such Loss under this Lease, and if such Loss is addressed by this Lease (either as covered or excluded), then such party's recovery, if any, shall be solely under this Lease (and subject to any and all limitations and exclusions therein), and not under the APA. In no event shall either party to this Lease, or their respective affiliates, be entitled to recover from the other party, or its affiliates, (a) damages under both the APA and this Lease arising from the same operative facts, or (b) damages under this Lease when such a claim is expressly precluded under the APA.

ARTICLE XII - CONDEMNATION

If all of the Premises or more than twenty-five percent (25%) of the land area owned by Landlord upon which the Premises is located not occupied by any building is taken under the power of eminent domain

or sold under the threat of the exercise of said power (herein called “**condemnation**”), Landlord or Tenant may terminate this Lease by notice to the other party. In the event of a condemnation for which neither party has the right to terminate this Lease or for which neither party does terminate this Lease, this Lease shall remain in full force and effect as to the portion of the Premises remaining and there shall be no reduction in Rent. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the sole property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award made separately to Tenant for relocation expenses if such amount is not subtracted from Landlord’s award.

ARTICLE XIII - REAL ESTATE BROKER

Tenant and Landlord represent to the other that neither has dealt with any broker in connection with this Lease and that insofar as each of them knows, no broker or finder negotiated this Lease or is entitled to any commission or fee in connection herewith. Each of Landlord and Tenant agrees to indemnify, defend and hold the other free and harmless from and against all claims for broker’s commissions or finder’s fees by any person claiming to have been retained by them in connection with this transaction or to have caused this transaction.

ARTICLE XIV - GENERAL PROVISIONS

14.01 Landlord’s Liability. The term “Landlord” as used herein shall mean only the owner or owners at the time in question of the fee title or a lessee’s interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then Landlord) shall be relieved, released and discharged from and after the date of such transfer of all liability and obligations thereafter under this Lease and Landlord herein named shall not be liable for the return of any security deposit or any other funds in the hands of Landlord or the then Landlord at the time of such transfer to the extent such security deposit or funds are delivered to or credited to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord’s successors and assigns, only during their respective periods of ownership. No estate shall pass from Landlord to Tenant hereunder.

14.02 Time of Essence/Captions/Severability. Time is of the essence. Section captions are not a part hereof. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

14.03 Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

14.04 Notices. All notices, consents, waivers, and other communications under this Lease must be in writing, addressed as noted below and will be deemed to have been duly given (i) on the date given if delivered personally, (ii) on the date received if sent by nationally recognized overnight delivery service (delivery costs prepaid) or (iii) on the day received if given by email (with a confirming copy of such communication to be sent via personal delivery or nationally recognized overnight delivery service as provided in clauses (i) or (ii) above):

If to Landlord:

Talon Property Services, LLC
730 Pryor Street SW
Atlanta, GA 30315
Attn: Robert Heller
email: rheller@taloncos.com

If to Tenant:

Liquid Services and Logistics LLC
c/o Alitus Partners, LLC
7701 Forsyth Blvd., Suite 1000
Clayton, MO 63105
Attn: Walker Harbison
e-mail: wharbison@alituspartners.com

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

Gregory, Doyle, Calhoun and Rogers, LLC
49 Atlanta Street
Marietta, GA 30060
Attn: Scott Gregory and Abbey E. Mateer
e-mail: sgregory@gdcrlaw.com and
amateer@gdcrlaw.com

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

Lewis Rice LLC
600 Washington Ave., Suite 2500
St. Louis, Missouri 63101
Attn: William M. Bolster
Email: wbolster@lewisrice.com

Either party may by notice to the other specify a different address for notice purposes.

14.05 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Consent to or approval of any act shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default.

14.06 Recording. Tenant shall not record this Lease without Landlord's prior written consent, which consent shall be in Landlord's sole discretion, and such recordation shall, at the option of Landlord, constitute a non-curable default of Tenant hereunder.

14.07 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term without the express written consent of Landlord, such occupancy shall be a holdover and a default hereunder and Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month. Tenant shall pay during such period of holdover Rent at 150% of the amount of the last monthly rental plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy, and in no event shall there be any renewal of this Lease by operation of law.

14.08 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Georgia applicable to contracts made and to be performed wholly within Georgia, without regard to choice or conflict of laws rules.

14.09 Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as Landlord may deem necessary or

desirable; provided that Landlord uses good faith efforts to minimize interference with Tenant's business operations

14.10 Authority. Each individual executing this Lease on behalf of said Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms.

14.11 Legal Fees. In the event of legal action between Landlord and Tenant arising under this Lease, the substantially prevailing party, as determined by the court, arbitrator or other dispute resolution party, as applicable, in such action shall be entitled to be reimbursed by the other party in the amount of all reasonable attorneys' fees and other costs incurred by the substantially prevailing party in connection with such action. In the event either party ("**Added Party**") shall, without fault on its part, be made a party to any action commenced against the other party ("**Primary Party**") or on account of any acts or omissions of the Primary Party, Primary Party shall pay all costs and reasonable attorneys' fees incurred or paid by Added Party in connection with such litigation.

14.12 Force Majeure. Except as provided otherwise in this Lease, each party shall be excused from performing any obligation under this Lease (except payment of Rent or additional rent), and any delay in the performance of any obligations under this Lease (except the payment of Rent or additional rent) shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosion, acts of the elements, war, riots, mob violence, inability to procure or a general shortage of skilled labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the commercially reasonable control of the applicable party.

14.13 Surrender. On the last day of the Term, or on any sooner termination, Tenant shall promptly surrender the Premises to Landlord in the same condition as when received, broom clean, ordinary wear and tear excepted, and remove from the Premises Tenant's furniture, equipment and other personal property. All of Tenant's personal property that is not removed upon termination shall be deemed to have been abandoned, and Landlord shall be entitled to dispose of such property, subject to any applicable laws, rules or regulations. This section shall survive the expiration or any earlier termination of this Lease.

14.14 Abandonment of Premises and/or Discontinuance of Business Operations on the Premises. If, for any reason, Tenant abandons the Premises or, for a period of thirty (30) days without reasonable cause, discontinues its business operation on the Premises, then, in either of said events, Landlord, at Landlord's sole option, shall have the right to terminate this Lease, without notice.

14.15 Confidentiality. Landlord and Tenant shall keep this Lease and the execution and terms hereof confidential; provided, however, that Landlord and Tenant may disclose such matters to its directors, officers, employees and advisors to such extent as may be reasonable for the negotiation, execution, consummation and performance of this Lease related ancillary agreements. The foregoing obligations of confidentiality in this Section 14.15 do not pertain to the disclosure of information that is available publicly, is required to be disclosed by any court order or any party discloses, upon advice of outside legal counsel, in order to comply with applicable law.

14.16 Counterparts; Facsimile Signatures. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signatory to this Lease may deliver the Lease or any other document by such signatory by means of facsimile, or e-mail, and all parties agree that such delivery shall be effective and binding.

14.17 Subordination. This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, “**Security Device**”), now or hereafter placed on the Real Property, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Tenant agrees that the holders of any Security Devices (in this Lease together referred to as “**Lenders**”) have no liability or obligation to perform any of the obligations of Landlord under this Lease.

14.18 Attornment. If Landlord transfers title to the Real Property, or the Real Property is acquired by another upon the foreclosure or termination of any security interest to which this Lease is subordinated, (a) Tenant will attorn to the new owner and, on request, enter into a new lease containing all the terms and provisions of this Lease, with the new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Tenant and the new owner; and (b) Landlord will thereafter be relieved of any further obligations hereunder and the new owner will assume all of Landlord’s obligations, except that the new owner will not: (i) be liable for any act or omission of any prior landlord or with respect to events occurring before acquisition of ownership; (ii) be subject to any offsets or defenses that Tenant might have against any prior landlord; (iii) be bound by prepayment of more than one month’s rent, or (iv) be liable for the return of any security deposit paid to any prior landlord.

14.19 Time of Essence. Time is of the essence of each term and provision of this Lease.

[Remainder of page intentionally left blank. Signature Page to follow.]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the Effective Date.

Landlord:

TALON PROPERTY SERVICES, LLC

By: _____

Name: _____

Title: _____

Tenant:

LIQUID SERVICES AND LOGISTICS, LLC

By: _____

Name: Keith Harbison

Title: Chairman and President

[Signature page to Lease for 730 Pryor Street NW, Atlanta, Georgia]

Exhibit A

The Landlord's Rules and Regulations are attached hereto

LEASE

THIS LEASE (“**Lease**”) is made and entered into as of this 19th day of August, 2022 (the “**Effective Date**”) by and between Liquid Services and Logistics, LLC (hereinafter referred to as “**Tenant**”) and Talon Property Services, LLC (hereinafter referred to as “**Landlord**”).

ARTICLE I – PREMISES; RENEWAL TERMS

Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, collectively the parcel of real property located at 711 Pinellas Street, Clearwater, FL 33756, along with the buildings, other improvements and fixtures located thereon (herein after referred to as the “**Real Property**” or the “**Premises**”).

ARTICLE II - TERM

2.01 Term. The term of this Lease shall commence on the Effective Date and end at 11:59 p.m. on September 30, 2022 (the “**Initial Term**”). Thereafter, this Lease shall automatically renew on a month-to-month basis for a period of eighteen (18) months, unless either party gives not less than thirty (30) days prior written notice of its intention to cancel this Lease, each such term a “**Renewal Term**” (the Initial Term and any exercised Renewal Term are hereinafter sometimes collectively referred to as the “**Term**”). All terms and conditions set forth in the Lease shall remain the same in each Renewal Term.

ARTICLE III - RENT

3.01 Payment of Rent. Tenant shall pay to Landlord as base rent for the Premises equal monthly payments of One Thousand Nine Hundred Fifty Dollars and 00/100 Dollars (\$1,950.00), (“**Rent**”) in advance, on the first day of each month of the Term. Rent for any period during the Term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

3.02 Net Lease. During the Term, Landlord shall not be required to incur any costs, pay any expenses or perform any obligations of any kind relating to the maintenance or operation of the Premises, except as expressly required pursuant to the provisions of this Lease.

ARTICLE IV – USE AND CONDITION

4.01 Use / Compliance with Laws. The Premises may be used and occupied for any lawful use related or ancillary to Tenant’s business. Tenant shall not violate any applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the Term regulating the Premises or use by Tenant of the Premises. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or in any manner which would adversely affect the terms and conditions of a standard fire insurance policy or increase the fire insurance premium, or create a condition that is a safety hazard on the Premises. This Lease is also subject to compliance with Landlord’s written rules and regulations for the Premises, attached hereto as Exhibit A, as they may be reasonably amended from time to time. Tenant will promptly provide to Landlord copies of all communications to or from any government entity that relate to Tenant’s noncompliance, or alleged noncompliance, with any laws or other government requirements impacting the Premises.

4.02 Condition of Premises. Tenant hereby accepts the Premises in their “As Is” condition existing as of the Effective Date, subject to all applicable zoning, municipal, county and state laws,

ordinances and regulations governing and regulating the use of the Premises, and to all matters disclosed thereby and by any exhibits attached hereto.

ARTICLE V – ALTERATIONS, BUILDING SERVICES AND REPAIRS

5.01 Alterations. Tenant shall make no material alterations, additions, improvements, or installations to the structural components of the Premises without the prior written consent of Landlord, which consent shall be in Landlord's reasonable discretion. All such alterations, (including but not limited to carpeting, doors, etc.) and additions, improvements and installations shall become a part of the Premises when made and shall remain upon and be surrendered with the Premises at the end of the Term, excluding Tenant's removable personal property and trade fixtures, which can be removed without materially damaging the Premises. Tenant shall obtain all approvals, permits and consents required by law in connection with such alterations, additions, improvements and installations and removals thereof prior to the commencement of any such work. Any alterations, additions, improvements, or installations to the Premises made by Tenant shall be in compliance with all applicable rules, regulations, laws and ordinances and shall be done in a good workman-like manner. Landlord's approval of any such alterations, additions, improvements, or installations shall not be interpreted as Landlord's approving such items as in compliance with all applicable law.

5.02 HVAC Maintenance. Tenant agrees to cooperate with Landlord and to comply with all rules and regulations that Landlord may reasonably require for the proper functioning and protection of the air conditioning, ventilating and heating system (the "**HVAC System**"). Landlord reserves the right to interrupt the heating, air conditioning, light, water and other services at such mutually acceptable times as may be necessary and agreed to by Landlord and Tenant and for as long as may be reasonably required for the making of repairs, alterations or improvements.

5.03 Repairs.

(a) Repairs by Landlord. Landlord shall be responsible for the capital repair and replacement of the HVAC System, the roof and other structural portions and components of the Premises. Tenant will promptly notify Landlord of any damages or noticed defect to any of the foregoing. Notwithstanding anything in this Lease to the contrary, in no event shall Landlord be obligated to repair any damage caused by any act, omission or negligence of Tenant or its employees, agents, licensees, subtenants, invitees or contractors. Landlord shall perform all of the repairs so as not to unreasonably interfere with Tenant's business operations in the Premises.

(b) Repairs by Tenant. Tenant shall, at its sole cost and expense, and except for the repairs and maintenance to be performed by Landlord under subparagraph (a) of this Section 5.03, repair and maintain in good order, condition, and repair the Premises, ordinary wear and tear excepted. Tenant's responsibility for repairs and maintenance shall include, but is not limited to electrical and plumbing, and all interior fixtures and improvements, the repair and maintenance of all exterior and interior glass, windows, and window frames, exterior entrances, doors (exterior and interior), door hardware and equipment incidental to the operation thereof, and regularly scheduled maintenance of the HVAC system. Tenant will otherwise keep the Premises in a clean condition, free and clear of accumulation of rubbish, debris, scrap materials, and litter and will commit no waste on the Premises.

(c) Repairs by Landlord on Tenant's Behalf. If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any part thereof, as required hereunder, Landlord shall have the right, but not the obligation, upon giving Tenant ten (10) days prior written notice of Landlord's election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant if Tenant is obligated to make such repairs or maintenance and fails to do so within the ten (10) days of prior written notice from Landlord

required under this Section 5.02(d). In such event, such repairs and maintenance shall be paid by Tenant as additional rent promptly upon receipt of a bill therefore.

5.04 No Liens. Tenant agrees to pay, when due, all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment that have been provided or ordered with Tenant's consent to the Premises and to prevent and satisfy any liens on the Premises in connection therewith. Failure to remove any lien or furnish the cash or a bond acceptable to Landlord for a contested lien within fifteen (15) days of written notice from Landlord to remove or bond such a lien will constitute an Event of Default (defined in Section 11.01(a)) under this Lease, Landlord will be entitled to satisfy the lien without further notice to Tenant, and Tenant will immediately reimburse Landlord for any sums paid to remove any such lien.

5.05 Environmental. As used herein, "**Environmental Laws**" means all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders and administrative actions and orders relating to industrial hygiene, environmental protection or the use, analysis, generations, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, infectious waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous wastes," "hazardous materials," or toxic substances under any such laws, ordinances or regulations (collectively, "**Hazardous Materials**"). Tenant shall not manufacture, process, distribute, use, treat, store, dispose of or handle on the Premises, or transport to or from the Premises, any Hazardous Materials in any quantity or manner that violates or gives rise to liability under any Environmental Laws. Tenant shall indemnify, defend and hold harmless Landlord and its affiliates from and against any and all third party claims, costs, and liabilities (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) any conditions or contamination found to be existing after the Effective Date at, on or emanating from or onto the Premises as a result of gross negligence or willful misconduct of Tenant or its affiliates; (ii) any violation of any Environmental Law by Tenant or its affiliate, contractor, agent, employee, owner or invitee (together, the "**Tenant Parties**" and separately, a "**Tenant Party**"); and (iii) any Hazardous Materials released or located within, under or about the Premises or the Real Property by Tenant or any Tenant Party. Notwithstanding the foregoing, Tenant will not be responsible for, and will not indemnify Landlord for, any actions of Landlord, its agents, contractors, employees, owners, tenants or invitees that causes environmental damage or a violation of any Environmental Law on the Premises or the Real Property, including, without limitation, all matters disclosed in or arising out of that certain Phase I Environmental Assessment dated July 26, 2022 and performed by GEI Consultants, Inc., a copy of which is in Landlord's possession. Landlord and Tenant shall each give notice to the other, as the case may be, of any (i) enforcement, clean-up, removal or other governmental or regulatory action concerning the Premises instituted, completed or threatened pursuant to any Environmental Law; (ii) claim made or threatened against Landlord, Tenant and/or the Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; (iii) reports made to any environmental agency arising out of or in connection with any Hazardous Material in, on or about the Premises or with respect to any Hazardous Material removed from the Premises including any complaints, notices, warnings, reports or asserted violations in connection therewith; and (iv) Hazardous Material that either Landlord or Tenant knows has been, or will come to be, released or located within, under or about the Premises.

ARTICLE VI - INSURANCE AND INDEMNITY

6.01 Liability and Property Insurance.

(a) Tenant shall procure and maintain, at its cost, a policy or policies of commercial general liability insurance, with companies with an A.M. Best rating of A-VIII or better, insuring against liability for bodily injury and property damage and providing coverage of not less than the Two Million Dollars (\$2,000,000) of general aggregate coverage, including not less than One Million Dollars (\$1,000,000) for

bodily injury, death and property damage arising out of any one occurrence, and shall further maintain worker's compensation and employer's liability coverage of not less than that required under law. Tenant shall be responsible for "all risk" insurance in an amount adequate to cover the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, and all other contents located or placed in the Premises, which items will not be covered by Landlord's insurance and for which Landlord and its insurance carriers will have no liability. Tenant shall pay all premiums for all such required insurance when due and, at all times during the Term, Tenant shall maintain with Landlord, at all times during the Term, current and proper certificates of such insurance evidencing that such insurance coverage is in full force and effect and that the premiums therefor have been paid and shall furnish certificates of the same within fifteen (15) days of the Effective Date of this Lease. The required policies will provide that the coverage is primary, and will not seek any contribution from any insurance or self-insurance carried by Landlord.

(b) Tenant shall deliver to Landlord a certificate of liability insurance evidencing such liability coverage as required hereunder duly authenticated by the issuing company. All such liability insurance shall name Landlord as an additional insured both primary and non-contributory and, for purposes of damage to the Premises, as a loss payee. The insurance will not be invalidated by any act, neglect, or breach of contract by Tenant. Tenant may carry any insurance coverage through blanket insurance covering the Premises and other locations of Tenant or Tenant's affiliates, provided such blanket insurance policy specifically designates the Premises and allocates specific coverage limits to the Premises as required hereunder, which shall not be reduced by claims as to other property covered by such policy.

(c) In the event that Tenant fails to obtain and maintain liability insurance as provided in this Lease, Landlord may obtain any such insurance coverage and pay premiums therefor, but only after giving Tenant thirty (30) days prior written notice and opportunity to purchase such insurance prior to the expiration of such thirty (30) day period, and all premiums so paid by Landlord shall be deemed additional Rent hereunder and shall be payable by Tenant to Landlord upon the next due date of Rent hereunder and in accordance with the provisions of this Lease. All of the policies noted in this Section obtained by Tenant shall provide that they shall not be cancelled, revised, terminated, or permitted to lapse unless thirty (30) days prior written notice is given Landlord.

(d) Landlord shall procure and maintain, at its cost, such hazard insurance on the Premises as Landlord deems appropriate. Tenant will not be named as an additional insured to such policy.

6.02 Waiver of Subrogation. Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against (or required hereunder to be insured against) under any property insurance policy in force at the time of such loss or damages. The insuring party shall give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. All policies of insurance obtained by Landlord and Tenant, and affecting the Premises, shall provide for waiver of subrogation as to Landlord and Tenant; further, Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Premises, or covered by insurance in connection with property on or activities conducted on the Premises, regardless of the cause of the damage or loss.

6.03 Indemnity.

(a) By Tenant. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, actions, damages, liability, and expense, including attorneys' fees, costs, and interest, in connection with loss of life, personal injury and/or damage to property, arising from, out of, or in connection

with in any manner Tenant's use or occupancy of the Premises or from the conduct of Tenant's business on the Premises and shall further indemnify and hold harmless Landlord from and against any and all claims, actions, damages, liability, and expense, including attorneys' fees, costs, and interest, arising from any breach or default in the performance of any obligation on Tenant's part to be performed, or arising from any negligence or intentional acts of the Tenant, or any of Tenant's officers, agents, contractors, any permitted subtenant, invitees or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend the same at Tenant's expense. This Section 6.03(a) shall survive the expiration or earlier termination of this Lease.

(b) By Landlord. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, actions, damages, liability, and expense, including attorneys' fees, costs, and interest, in connection with loss of life, personal injury and/or damage to property, arising from any intentional act by Landlord or its officers, agents, contractors or employees and shall further indemnify and hold harmless Tenant from and against any and all claims, actions, damages, liability, and expense, including attorneys' fees, costs, and interest, arising from any breach or default in the performance of any obligation on Landlord's part to be performed, or arising from any negligence of the Landlord, or any of Landlord's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Tenant by reason of any such claim, Landlord, on notice from Tenant, shall defend the same at Landlord's expense. This Section 6.03(b) shall survive the expiration or earlier termination of this Lease.

ARTICLE VII - DAMAGE OR DESTRUCTION

In the event any improvements on or forming part of the Premises are damaged or destroyed, partially or totally, and the cost to restore the same is in excess of fifty percent (50%) of the value of the Premises or is not covered by insurance or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Premises, either Party may terminate this Lease by thirty (30) days' written notice to the other Party. In the event a substantial portion of the buildings on the Premises are damaged or destroyed, partially or totally, and Landlord determines that it would take longer than one hundred eighty (180) days to restore the same, Tenant or Landlord may terminate this Lease by thirty (30) days' written notice. If neither Landlord nor Tenant terminates this Lease, Landlord shall, to the extent of the availability of insurance proceeds, repair, restore, and rebuild the improvements (excluding any improvements made by Tenant and any trade fixtures or other personal property owned by Tenant), and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called "repair") shall be commenced within a reasonable time after such damage or destruction, and shall be diligently pursued to completion. If the Premises is not restored to useable condition within one hundred twenty (120) days (without extension for force majeure, impossibility or otherwise), Tenant may terminate this Lease by thirty (30) days' written notice to Landlord. All rent and other charges under this Lease shall abate during any period which Tenant is not able to use and does not use the Premises in proportion to the interference with such use.

Except in connection with its obligations, including, but not limited to, indemnification obligations, set forth in this Lease, Landlord will have no liability to Tenant, and Tenant will have no claim against Landlord, for any damage, injury, or loss of use caused by the condition of the Premises.

ARTICLE VIII – TAXES

Tenant shall pay, prior to delinquency, all taxes assessed against and levied on, furnishings, equipment and all other personal property of Tenant and Landlord in, on or about the Premises. Landlord

shall pay, prior to delinquency, all real estate taxes assessed against the Premises, however, Tenant shall pay to Landlord, at the time of payment of each monthly rental payment, one-twelfth (1/12) of the annual real estate taxes on the Premises as additional rent, provided Landlord supplies Tenant with any real estate tax bill(s) within thirty (30) days of billing by the taxing authority. Landlord shall hold all such monthly payments of taxes from Tenant in trust and make all required tax payments during the term and any renewal terms directly to the taxing authority, keeping the premises free of all tax liens and similar encumbrances. If taxes for the current year have not been determined, taxes for the previous year shall be used for the monthly payment, and an adjustment shall be made upward or downward when taxes for the current year have been established.

ARTICLE IX - UTILITIES

Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. Tenant shall pay all such charges directly to the respective utility company where possible provided that if Landlord pays any such charges, Tenant shall reimburse Landlord for such charges within thirty (30) days after payment of such invoice.

Landlord has no responsibility to provide any utility services to the Premises that are not already in place. If additional services are required, Tenant will obtain Landlord's permission for their installation, at Tenant's sole cost and expense. Landlord will not unreasonably withhold such permission.

ARTICLE X - ASSIGNMENT AND SUBLETTING

Except as set forth herein, Tenant shall not voluntarily or by operation of law further assign, transfer, mortgage, license, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, without Landlord's prior written consent, which Landlord shall grant or deny in its sole discretion. Except as set forth herein, any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease. Regardless of Landlord's consent, no subletting or assignment, including a Permitted Transfer, shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

Notwithstanding any provision of this Lease to the contrary, so long as Tenant is not in default of this Lease beyond any applicable cure period, Tenant shall be permitted the one time right to transfer or assign this Lease or sublet the Premises, without Landlord's consent, to any affiliate of Tenant in which Tenant is a majority owner (the "Permitted Transfer"), provided that: (a) Tenant gives Landlord written notice of such Permitted Transfer within ten (10) days after the effective date of such transfer; (b) in the event of an assignment, the assignee shall assume in writing all of Tenant's obligations under this Lease and a copy of such assignment shall be provided to Landlord; and (c) to be eligible for such a Permitted Transfer, such transferee must have an equal or greater tangible net worth and credit worthiness as Tenant transferor.

ARTICLE XI - DEFAULTS; REMEDIES

11.01 Default by Tenant. The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

(a) If Tenant shall (i) fail to pay any Rent or any other payment or sum due hereunder within ten (10) days after written notice thereof to Tenant (provided, however, Landlord will not be required to provide such notice more than two (2) times in any given twelve (12) month period prior to non-payment being an

automatic Event of Default), or (ii) breach any other material term, covenant, condition or agreement contained in this Lease or shall fail to perform any material obligation herein set forth to be performed by Tenant, and if such breach or failure to perform shall continue and not be remedied by Tenant within thirty (30) days after written notice to Tenant, or, in the case of a happening or default, which cannot with due diligence be cured within thirty (30) days and the continuance will not subject Landlord to the risk of criminal liability or foreclosure of any mortgage or deed of trust, then be diligently and continuously prosecuted to completion of the required remedy not to exceed sixty (60) days, or (iii) make an assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or under any state insolvency laws, or (v) admit in writing its insolvency, or (vi) have filed against it and such filing is not stayed or vacated within sixty (60) days of filing any petition in bankruptcy or similar state creditor's laws, or (vii) have a receiver appointed to control its assets, or (viii) make a transfer in fraud of creditors (each of the foregoing being an "**Event of Default**"), then upon the occurrence of any such Event of Default (regardless of the pendency of any proceeding which has, or might have, the effect of preventing Tenant from complying with the terms of this Lease), Landlord, at any time thereafter, and with or without terminating the Lease, may, at Landlord's sole option:

(b) re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, perform or abide by any term, condition, covenant, or agreement of this Lease. Tenant shall reimburse and compensate Landlord within five (5) days after delivery of any statement to Tenant by Landlord for any expenditures made by Landlord in making such corrections or repairs;

(c) re-enter the Premises, including in the case of abandonment by Tenant, and remove Tenant and all other persons and any and all property from the Premises, by legal action or use of reasonable force (without liability for damages), summary proceedings, ejectment, or otherwise;

(d) relet the Premises, including in the case of abandonment, or any part thereof for such time or times and at such rent or rents and upon such other terms and conditions as Landlord in Landlord's reasonable discretion may deem advisable; and Landlord may make any alterations or repairs to the Premises which Landlord may deem reasonably necessary or proper to facilitate such reletting. Tenant shall pay all reasonable costs of such reletting including the reasonable cost of any such alterations and repairs to the Premises; and, if this Lease shall not have been terminated, then, Landlord may require Tenant to continue to pay all Rent and other obligations of Tenant due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter, Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and all other sums collected from any such subsequent tenant or tenants and the Rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents and other sums collected over the Rent and other sums reserved herein;

(e) declare the entire amount of all Rent and all other monetary obligations of Tenant hereunder which would have been owed by Tenant, from the date of default to the end of the then term (without reckoning any renewal options) had there been no default, at once due and payable in full;

(f) terminate this Lease and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination, and upon such termination Landlord shall have and recover from Tenant all damages Landlord may suffer by reason of such termination, including, without limitation, the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises and the cost of any repairs to the Premises which Landlord deems are necessary or proper to prepare the same for reletting. In addition thereto, Landlord, at its election, shall have and recover from Tenant an amount equal to the total amount of all Rent and other sums to be paid by Tenant for the remainder of the Term; or

(g) pursue all other rights and remedies provided by law, or in equity, to a landlord with respect to a defaulting tenant, including seeking injunctive relief or specific performance.

(h) In an Event of Default, Landlord may elect to continue this Lease and to sue periodically to recover damages, and no action for damages will bar a later action for damages subsequently accruing.

11.02 Landlord's Expenses. In the case of an Event of Default not otherwise cured as provided hereunder, Landlord shall be entitled to recover from Tenant all damages suffered thereby, including a reasonable sum for attorney's fees incurred by Landlord in enforcing its rights hereunder.

11.03 Cumulative Remedies. All of the rights and remedies conferred upon Landlord by the terms of this Article XI are cumulative and not exclusive of any other right or remedy, and may be exercised singly or in combination at Landlord's sole election. No reentry or taking of possession by Landlord shall be construed as an election to terminate this Lease unless a written notice of such election to terminate is delivered to Tenant.

11.04 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform material obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently and continuously prosecutes the same to completion. If an uncured event of default is committed by Landlord, Tenant will be entitled to any remedies available at law or in equity for breach of lease, except for self-help, and all damages will be limited to actual damages, excluding consequential and punitive damages, and damages will also be limited to Landlord's interest in the Property and will be subordinate to the rights of Landlord's lenders.

11.05 No Double Recovery. Tenant and Landlord have or will enter into an Asset Purchase Agreement (the "**APA**") pursuant to which Landlord has agreed to sell, and Tenant has agreed to purchase, certain of the assets of Landlord's plumbing business, which business is operated, in part, on and from the Premises. Among other things, the APA contains representations and warranties, as well as limitations and/or exclusions of claims. In the event of any claim, damages, or loss suffered by a party ("**Loss**") to this Lease for breach of a covenant or of a representation or warranty under this Lease, such party shall first look to recover for such Loss under this Lease, and if such Loss is addressed by this Lease (either as covered or excluded), then such party's recovery, if any, shall be solely under this Lease (and subject to any and all limitations and exclusions therein), and not under the APA. In no event shall either party to this Lease, or their respective affiliates, be entitled to recover from the other party, or its affiliates, (a) damages under both the APA and this Lease arising from the same operative facts, or (b) damages under this Lease when such a claim is expressly precluded under the APA.

ARTICLE XII - CONDEMNATION

If all of the Premises or more than twenty-five percent (25%) of the land area owned by Landlord upon which the Premises is located not occupied by any building is taken under the power of eminent domain or sold under the threat of the exercise of said power (herein called "**condemnation**"), Landlord or Tenant may terminate this Lease by notice to the other party. In the event of a condemnation for which neither party has the right to terminate this Lease or for which neither party does terminate this Lease, this Lease shall remain in full force and effect as to the portion of the Premises remaining and there shall be no reduction in Rent. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the sole property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or

as severance damages; provided, however, that Tenant shall be entitled to any award made separately to Tenant for relocation expenses if such amount is not subtracted from Landlord's award.

ARTICLE XIII - REAL ESTATE BROKER

Tenant and Landlord represent to the other that neither has dealt with any broker in connection with this Lease and that insofar as each of them knows, no broker or finder negotiated this Lease or is entitled to any commission or fee in connection herewith. Each of Landlord and Tenant agrees to indemnify, defend and hold the other free and harmless from and against all claims for broker's commissions or finder's fees by any person claiming to have been retained by them in connection with this transaction or to have caused this transaction.

ARTICLE XIV - GENERAL PROVISIONS

14.01 Landlord's Liability. The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title or a lessee's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then Landlord) shall be relieved, released and discharged from and after the date of such transfer of all liability and obligations thereafter under this Lease and Landlord herein named shall not be liable for the return of any security deposit or any other funds in the hands of Landlord or the then Landlord at the time of such transfer to the extent such security deposit or funds are delivered to or credited to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership. No estate shall pass from Landlord to Tenant hereunder.

14.02 Time of Essence/Captions/Severability. Time is of the essence. Section captions are not a part hereof. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

14.03 Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

14.04 Notices. All notices, consents, waivers, and other communications under this Lease must be in writing, addressed as noted below and will be deemed to have been duly given (i) on the date given if delivered personally, (ii) on the date received if sent by nationally recognized overnight delivery service (delivery costs prepaid) or (iii) on the day received if given by email (with a confirming copy of such communication to be sent via personal delivery or nationally recognized overnight delivery service as provided in clauses (i) or (ii) above):

If to Landlord:

Talon Property Services, LLC
730 Pryor Street SW
Atlanta, GA 30315
Attn: Robert Heller
email: rheller@taloncos.com

If to Tenant:

Liquid Services and Logistics LLC
c/o Alitus Partners, LLC
7701 Forsyth Blvd., Suite 1000
Clayton, MO 63105
Attn: Walker Harbison
e-mail: wharbison@alituspartners.com

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

Gregory, Doyle, Calhoun and Rogers, LLC
49 Atlanta Street
Marietta, GA 30060
Attn: Scott Gregory and Abbey E. Mateer
e-mail: sgregory@gdclaw.com and
amateer@gdclaw.com

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

Lewis Rice LLC
600 Washington Ave., Suite 2500
St. Louis, Missouri 63101
Attn: William M. Bolster
Email: wbolster@lewisrice.com

Either party may by notice to the other specify a different address for notice purposes.

14.05 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Consent to or approval of any act shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default.

14.06 Recording. Tenant shall not record this Lease without Landlord's prior written consent, which consent shall be in Landlord's sole discretion, and such recordation shall, at the option of Landlord, constitute a non-curable default of Tenant hereunder.

14.07 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term without the express written consent of Landlord, such occupancy shall be a holdover and a default hereunder and Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month. Tenant shall pay during such period of holdover Rent at 150% of the amount of the last monthly rental plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy, and in no event shall there be any renewal of this Lease by operation of law.

14.08 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within Florida, without regard to choice or conflict of laws rules.

14.09 Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as Landlord may deem necessary or

desirable; provided that Landlord uses good faith efforts to minimize interference with Tenant's business operations

14.10 Authority. Each individual executing this Lease on behalf of said Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms.

14.11 Legal Fees. In the event of legal action between Landlord and Tenant arising under this Lease, the substantially prevailing party, as determined by the court, arbitrator or other dispute resolution party, as applicable, in such action shall be entitled to be reimbursed by the other party in the amount of all reasonable attorneys' fees and other costs incurred by the substantially prevailing party in connection with such action. In the event either party ("**Added Party**") shall, without fault on its part, be made a party to any action commenced against the other party ("**Primary Party**") or on account of any acts or omissions of the Primary Party, Primary Party shall pay all costs and reasonable attorneys' fees incurred or paid by Added Party in connection with such litigation.

14.12 Force Majeure. Except as provided otherwise in this Lease, each party shall be excused from performing any obligation under this Lease (except payment of Rent or additional rent), and any delay in the performance of any obligations under this Lease (except the payment of Rent or additional rent) shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosion, acts of the elements, war, riots, mob violence, inability to procure or a general shortage of skilled labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the commercially reasonable control of the applicable party.

14.13 Surrender. On the last day of the Term, or on any sooner termination, Tenant shall promptly surrender the Premises to Landlord in the same condition as when received, broom clean, ordinary wear and tear excepted, and remove from the Premises Tenant's furniture, equipment and other personal property. All of Tenant's personal property that is not removed upon termination shall be deemed to have been abandoned, and Landlord shall be entitled to dispose of such property, subject to any applicable laws, rules or regulations. This section shall survive the expiration or any earlier termination of this Lease.

14.14 Abandonment of Premises and/or Discontinuance of Business Operations on the Premises. If, for any reason, Tenant abandons the Premises or, for a period of thirty (30) days without reasonable cause, discontinues its business operation on the Premises, then, in either of said events, Landlord, at Landlord's sole option, shall have the right to terminate this Lease, without notice.

14.15 Confidentiality. Landlord and Tenant shall keep this Lease and the execution and terms hereof confidential; provided, however, that Landlord and Tenant may disclose such matters to its directors, officers, employees and advisors to such extent as may be reasonable for the negotiation, execution, consummation and performance of this Lease related ancillary agreements. The foregoing obligations of confidentiality in this Section 14.15 do not pertain to the disclosure of information that is available publicly, is required to be disclosed by any court order or any party discloses, upon advice of outside legal counsel, in order to comply with applicable law.

14.16 Counterparts; Facsimile Signatures. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signatory to this Lease may deliver the Lease or any other document by such signatory by means of facsimile, or e-mail, and all parties agree that such delivery shall be effective and binding.

14.17 Subordination. This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, “**Security Device**”), now or hereafter placed on the Real Property, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Tenant agrees that the holders of any Security Devices (in this Lease together referred to as “**Lenders**”) have no liability or obligation to perform any of the obligations of Landlord under this Lease.

14.18 Attornment. If Landlord transfers title to the Real Property, or the Real Property is acquired by another upon the foreclosure or termination of any security interest to which this Lease is subordinated, (a) Tenant will attorn to the new owner and, on request, enter into a new lease containing all the terms and provisions of this Lease, with the new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Tenant and the new owner; and (b) Landlord will thereafter be relieved of any further obligations hereunder and the new owner will assume all of Landlord’s obligations, except that the new owner will not: (i) be liable for any act or omission of any prior landlord or with respect to events occurring before acquisition of ownership; (ii) be subject to any offsets or defenses that Tenant might have against any prior landlord; (iii) be bound by prepayment of more than one month’s rent, or (iv) be liable for the return of any security deposit paid to any prior landlord.

14.19 Time of Essence. Time is of the essence of each term and provision of this Lease.

[Remainder of page intentionally left blank. Signature Page to follow.]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the Effective Date.

Landlord:

TALON PROPERTY SERVICES, LLC

By: _____

Name: _____

Title: _____

Tenant:

LIQUID SERVICES AND LOGISTICS, LLC

By: _____

Name: Keith Harbison

Title: Chairman and President

[Signature page to Lease for 711 Pinellas Street, Clearwater, FL]

Exhibit A

The Landlord's Rules and Regulations are attached hereto

EXHIBIT F
SAMPLE CALCULATION SCHEDULE

Attachment follows.

Talon Plumbing*Estimated Closing Working Capital*

BASED ON JUNE FINANCIALS		
Description	Target	Estimated Aug 19
Current Assets		
Cash	580,791	260,597
Accounts Receivable	926,624	943,316
Personal Acorn Account	1,297	1,297
Employee Loan	1,719	717
Other Current Asset	(4,721)	10,851
Total Current Assets	1,505,710	1,216,778
Current Liabilities		
Accounts Payable	(3,320)	(5,837)
Credit Cards Payable (<i>currently credit balance</i>)	(39,650)	(19,749)
Line of Credit	-	-
Equity Line of Credit	(213,961)	(213,961)
PPP Loan	-	-
Payroll Liabilities	(103)	484
Other Current Liability	(34)	(32)
Total Current Liabilities	(257,069)	(239,094)
Working Capital	1,248,641	977,684
<u>Definitional Adjustments:</u>		
Cash	(580,791)	(260,597)
AR over 120 days	(77,247)	(67,322)
Personal Acorn Account	(1,297)	(1,297)
Employee Loan	(1,719)	(717)
Other Current Assets (<i>Undeposited Funds</i>)	4,721	(10,851)
Credit Cards Payable (<i>currently credit balance</i>)	39,650	19,749
Equity Line of Credit	213,961	213,961
PPP Loan	-	-
<u>Total Adjustments:</u>	<u>(402,721)</u>	<u>(107,074)</u>
Adjusted Net Working Capital	845,920	870,610
Estimated Net Working Capital Adjustment		24,691

Changes to your last draft:

- (1) No WIP in target or estimated.
- (2) Based on June Actuals, not TTM averages. As discussed, the TTM average is not representative of the ongoing WC levels given the revenue growth
- (3) Excludes Other Current Assets, as this is all undeposited funds (cash)
- (4) Excludes credit cards payable (debt-like item)

EXHIBIT G
VEHICLE BILL OF SALE

Attachment follows.

VEHICLE BILL OF SALE

Dated as of August 19, 2022

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Talon Property Services, LLC, a Georgia limited liability company (“Seller”), hereby sells, assigns, transfers, conveys and delivers to Liquid Services and Logistics LLC, a Delaware limited liability company (“Buyer”), and Buyer hereby purchases, acquires and accepts from Seller, all of Seller’s right, title and interest in and to all of the vehicles set forth on Exhibit A hereto (collectively, the “Vehicles”), free and clear of all Encumbrances, as such Vehicles exist on the Closing Date. Capitalized terms used but not defined herein have the meanings ascribed to such terms in that certain Asset Purchase and Sale Agreement by and among Seller, Buyer, and the members of Seller, dated as of the date hereof (the “Purchase Agreement”), which provides, among other things, for the sale, assignment, transfer, conveyance and delivery of the Vehicles to Buyer.

This Vehicle Bill of Sale shall inure to the benefit of and be binding on the parties hereto and their respective successors, heirs, devisees, legatees, legal representatives and permitted assigns.

This Vehicle Bill of Sale is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Vehicle Bill of Sale, express or implied, is intended to, or will be construed to modify, expand, alter, supersede, rescind, waive or limit in any way the terms, including without limitation the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, of the Purchase Agreement. In the event of a conflict between this Vehicle Bill of Sale and the Purchase Agreement, the Purchase Agreement shall prevail.

This Vehicle Bill of Sale may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signed copy of this Vehicle Bill of Sale delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Vehicle Bill of Sale.

This Vehicle Bill of Sale shall in all respects be construed in accordance with and governed by the substantive Laws of the State of Georgia, without reference to its choice of law rules or to the choice of law rules of any other jurisdiction.

(Signatures on following page)

IN WITNESS WHEREOF, each of the parties hereto have caused this Vehicle Bill of Sale to be executed and delivered as of the date first set forth above.

SELLER:

TALON PROPERTY SERVICES, LLC

By: _____
Name:
Title:

BUYER:

LIQUID SERVICES AND LOGISTICS LLC

By: _____

Name: Keith Harbison

Title: Chairman and President

EXHIBIT H
EMPLOYEE LEASING AGREEMENT

EMPLOYEE LEASING AGREEMENT

This Employee Leasing Agreement (the “**Agreement**”) is made as of August 19, 2022 (the “**Effective Date**”) by and between Talon Property Services, LLC, a Georgia limited liability company (“**Talon**”) and Liquid Services and Logistics LLC, a Delaware limited liability company (“**LSL**”) (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

A. Talon and LSL entered into that certain Asset Purchase and Sale Agreement dated as of August 19, 2022 (the “**Asset Purchase Agreement**”), pursuant to which Talon agreed to sell, transfer, and assign to LSL, and LSL agreed to purchase and assume, certain assets, liabilities, rights, and properties of Talon as specified therein.

B. In connection with the transactions described in the Asset Purchase Agreement and this Agreement, Talon presently employs the employees which are set forth on Exhibit A (the “**Leased Employees**”) and is willing to continue employing temporarily and to assign such employees to LSL in accordance with the terms and conditions of this Agreement.

C. It is the intention of Talon and LSL that, following the Term (as hereinafter defined), that LSL will hire the Leased Employees directly as provided in Section 6.8 of the Asset Purchase Agreement to the extent that such Leased Employees remain continuously employed in good standing with Talon throughout the Term.

AGREEMENT

In consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties by their execution hereof), the Parties agree as follows.

1. Leased Employees. At the request of LSL, Talon shall continue employing temporarily, and lease to LSL on a temporary basis the services of the Leased Employees set forth on Exhibit A in accordance with the terms and conditions of this Agreement. The Leased Employees shall provide LSL with services in substantially the same manner as such Employees provided to Talon as of immediately prior to the Effective Date.

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue until 11:59 p.m. on August 31, 2022 (the “**Termination Date**,” and the period between the Effective Date and the Termination Date, the “**Term**”). This Agreement may also be terminated at any time prior to its scheduled termination by mutual written agreement of the Parties. After the Termination Date, each Party will perform its obligations under this Agreement that accrued prior to the Termination Date, including all obligations of LSL to reimburse Talon in accordance with Section 3(c) below and all indemnification obligations arising under this Agreement. Upon and after the termination or expiration of the Term, each Party will perform its obligations under Section 6.8 of the Asset Purchase Agreement; provided that (i) references to the “Closing Date” in Section 6.8 shall be deemed to be amended to refer to the date of termination or expiration of the Term, and (ii) LSL shall only be obligated to offer employment under Section 6.8(a) of the Asset Purchase Agreement to those Leased Employees who remain continuously employed in good standing with Talon throughout the Term and are listed on Section 6.8 of the Disclosure Schedules to the Asset Purchase Agreement.

3. Pay by Talon; Compensation Costs Paid by LSL to Talon.

(a) Talon shall, during the Term, maintain Leased Employees (i) on Talon's payroll at the applicable rate of pay and method of pay for Leased Employees as in effect immediately prior to the Effective Date; and (ii) in Talon's employee benefit plans and other employee fringe benefit programs, to the extent permitted by the terms and conditions of each of those various plans and programs. Talon shall be responsible for: (i) paying each Leased Employee's compensation, and providing any leave, accommodations, benefits, statutory, contractual or otherwise, earned, incurred or accrued by such Leased Employee during the Term; and (ii) paying or deducting from the compensation and/or benefits of such Leased Employee, as the case may be, and remitting to the appropriate governmental authority, such sums as may be required to be paid by an employer or deducted or withheld from such Leased Employee's compensation and/or benefits under the provisions of any applicable law for work performed during the Term. Nothing in this Section 3 shall be deemed to constitute a guarantee or covenant by Talon that Leased Employees will remain in Talon's employ or provide services to or for the LSL during or after the Term.

(b) Each party shall promptly provide the other with any other information that is reasonably requested for the purpose of administering a party's obligations under this Agreement.

(c) LSL shall pay to Talon amounts equal to the costs and expenses incurred by Talon associated with employment of the Leased Employees, including but not limited to employment taxes, workers compensation benefits, premium payments and contributions, disability insurance payments, employer health tax, employer premiums, insurance claims for any Leased Employee incurred during the Term, and all reasonable business-related expenses associated with the Leased Employees incurred in the ordinary course (the "**Compensation Costs**") during the Term. Talon shall provide LSL with an invoice for the Compensation Costs every two weeks, and LSL shall pay the Compensation Costs set forth in each invoice in full within seven (7) business days of the date of the invoice.

4. Assignment of Leased Employees. Talon shall assign Leased Employees to LSL, subject to the direction and control of LSL. LSL shall have sole responsibility to direct and control, supervise, discipline, review, and evaluate Leased Employees. LSL shall have the sole responsibility to communicate to Leased Employees any of LSL's work rules that may be applicable to Leased Employees. Without limiting the generality of the foregoing, LSL agrees that all Leased Employees shall be subject to and comply with the policies and procedures of Talon applicable to the Leased Employees or the services performed by the Leased Employees, including without limitation, those policies and procedures concerning employment, discrimination, harassment, health, safety, and security. LSL and Talon agree that, with respect to the Leased Employees, each shall comply with all applicable federal, state or local laws or regulations in their respective relationships with the Leased Employees, including, without limitation, laws concerning workplace safety and fair employment practices. SERVICES PERFORMED BY LEASED EMPLOYEES SHALL BE PROVIDED AS-IS. LSL ACKNOWLEDGES AND AGREES THAT TALON IS NOT MAKING AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, CONCERNING THE QUANTITY OR QUALITY OF SERVICES TO BE PROVIDED BY LEASED EMPLOYEES UNDER THIS AGREEMENT.

5. Indemnification.

(a) LSL shall indemnify, defend and hold harmless Talon and each of its affiliates and its and their respective shareholders, partners, members, investors, directors, officers, employees, and agents from and against any and all claims, losses, and liabilities, including without limitation reasonable attorneys' fees, arising out of or resulting from (i) services provided by the Leased Employees for LSL, including without limitation, arising as a result of acts or omissions by the Leased Employees in connection

with providing services hereunder for customers of LSL; (ii) LSL's supervision of any Leased Employee; and (iii) LSL's breach of this Agreement.

(b) Talon shall indemnify, defend and hold harmless LSL and each of its parent and affiliate entities and its and their respective shareholders, partners, members, investors, directors, officers, employees, and agents from and against any and all claims, losses, and liabilities, including without limitation reasonable attorneys' fees, arising out of or resulting from (i) Talon's acts or omissions with respect to the obligations set forth in Section 3(a) of this Agreement, including without limitation the provision and payment of wages, benefits and accommodations earned, incurred or accrued by the Leased Employees during the Term; and (ii) Talon's breach of this Agreement.

This Section 5 shall survive the Term or sooner termination of the Agreement.

6. Leased Employee Obligations to Talon. For the avoidance of doubt, nothing herein shall affect any of the Leased Employees' confidentiality and restrictive covenant obligations to Talon, if any, which shall remain in full effect. To the extent such obligations or agreements are included as Purchased Assets under, and as defined in, the Asset Purchase Agreement, then during the Term the Parties will cooperate to enforce such Leased Employee obligations for the mutual benefit of the Parties.

7. Insurance. Talon shall furnish and keep in full force and effect, at all times during the Term, workers' compensation insurance covering all Leased Employees. During the Term, LSL and Talon shall maintain commercial general liability insurance coverage, employment practices liability insurance coverage at commercially reasonable and appropriate levels, and any insurance required by applicable law. LSL and Talon shall name one another and each of their respective affiliates and its and their respective shareholders, partners, members, investors, directors, officers, employees, agents, successors, and assigns as additional insureds on such insurance policies insofar as such policies relate to the Leased Employees. Such insurance coverages shall be primary with respect to any other insurance available to additional insureds. LSL shall reimburse Talon for all insurance payments directly related to the Leased Employees.

8. Limitation on Liability. LSL and Talon agree that neither Party shall be liable to the other Party for any indirect, special, punitive, incidental or consequential losses or damages, including without limitation, loss of revenue, loss of customers or clients, loss of goodwill or loss of profits, damage to or loss of use of any property, any interruption or loss of service, or any loss of business, howsoever caused, or arising in any manner from this Agreement and the performance or nonperformance of obligations hereunder. This Section 8 shall survive the Term.

9. Cooperation. Talon and LSL agree to cooperate reasonably (to the extent such cooperation would not prejudice such Party's rights against the other) with each other in the defense of any claims or prospective claims, including but not limited to, by providing relevant information, witnesses, and in taking appropriate steps to reduce the likelihood of claims being brought. Talon and LSL agree to notify the other Party in writing within a reasonable period of claims that, in its judgment, might be covered under the indemnification provision of this Agreement.

10. No Third Party Beneficiaries; At-Will Employment. Neither the Leased Employees nor any other persons shall be third party beneficiaries of this Agreement. Nothing herein shall affect the at-will nature of the Leased Employees' employment with Talon or the at-will nature of any employment relationships offered by LSL to any of the Leased Employees.

11. Notices. Any notice pursuant to this Agreement shall be in writing and delivered in the manner prescribed in the Asset Purchase Agreement.

12. Governing Law; Jurisdiction. This Agreement and the transactions that are the subject of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without reference to its principles of conflict of laws. Each Party to this Agreement irrevocably submits to the jurisdiction of any state or federal court in Fulton County, Georgia in the Northern District of Georgia with respect to any action or proceeding relating to this Agreement or the transactions that are the subject of this Agreement, and hereby agrees that all claims in respect of such action or proceeding may be heard and determined in such state or federal court. Each Party (i) consents to the personal jurisdiction of each of those courts in any action or proceeding of the type described in the preceding sentence, (ii) agrees not to seek to transfer any such action or proceeding to any other court, whether because of inconvenience of the forum or for any other reason and (iii) agrees that process in any such action or proceeding may be served by registered mail or in any other manner permitted by the rules of the court in which the action or proceeding is brought.

13. Assignment. Neither Party shall assign this Agreement, whether voluntarily or involuntarily, without the express consent of the other.

14. Amendment; No Waiver. This Agreement may be amended only by an instrument in writing signed by Talon and LSL. No delay in exercising any right or seeking any remedy accruing to a Party upon any breach, default or noncompliance by another Party under this Agreement will be construed to be a waiver of that breach, default or noncompliance, or of any subsequent breach, default or noncompliance. Any waiver, consent or approval of any kind relating to any provisions of this Agreement must be in writing, signed by the Party giving the waiver, consent or approval, and will be effective only in the instance and to the extent specifically set forth in that writing.

15. Entire Agreement; Severability. This Agreement constitutes the entire agreement of the Parties with respect to the lease of the Leased Employees by Talon to LSL and supersedes all prior understandings, communications and agreements of the Parties with respect to the subject matter hereof. In the event any portion of this Agreement shall be found by a court of competent jurisdiction to be unenforceable, that portion of this Agreement will be null and void, but the remainder of this Agreement will be binding on the Parties as if the unenforceable provisions had never been contained herein.

16. Relationship of Parties. Nothing contained in this Agreement is to be deemed or construed to create any principal-agent relationship, partnership, or joint venture between the Parties. This Agreement creates the relationship of independent parties contracting for services.

17. Execution of Counterparts; Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All such counterparts will constitute one and the same instrument. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or .pdf attachment to an e-mail is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

[signatures appear on following page]

IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date.

TALON:

Talon Property Services, LLC

By: _____
Robert Heller, Managing Member

LSL:

Liquid Services and Logistics, LLC

By: _____
Keith S. Harbison, President and Chairman

EXHIBIT A

Leased Employees

Disclosure Schedules

Prefatory Note:

These disclosure schedules (collectively, the “Schedules”) are being furnished by Talon Property Services, LLC, a Georgia limited liability company (the “Seller” or “Company”), to Liquid Services and Logistics LLC, a Delaware limited liability company (the “Buyer”), in connection with the execution and delivery of that certain Asset Purchase and Sale Agreement, dated effective August 19, 2022 (the “Agreement”), by and among Seller, Buyer, Robert Heller (“Heller”), and Chris Counts (“Counts”, together with Heller the “Members” and individually, a “Member”). Unless otherwise indicated, capitalized terms used but not otherwise defined in the Schedules shall have the meanings ascribed to such terms in the Agreement. The Schedules, collectively, constitute the “Disclosure Schedule” as such term is utilized in the Agreement.

Information included in the Schedules qualifies certain representations and warranties of the Seller made in the Agreement. The inclusion of information in the Schedules shall not be deemed an admission or acknowledgement that such information is required to be listed in the Schedules, that such items are material to the Seller, that such items are expected to have a Material Adverse Effect or that such items are within or outside the ordinary course of business. Furthermore, the inclusion in the Schedules of information or the exclusion of information from the Schedules will not be deemed to establish any level of materiality for purposes of the Agreement. The Schedules are arranged in sections corresponding to those contained in the Agreement merely for convenience, and the disclosure of any matter in any section or subsection of the Schedules shall be deemed to be a disclosure for purposes of any other section or subsection of the Schedules to the extent the nature and extent of the applicability of such disclosure to such other section or subsection is reasonably apparent on the face of such disclosure. The information and statements contained in the Schedules are not intended to constitute, and shall not be construed as constituting, representations, warranties, covenants or agreements of the Seller except as and to the extent provided in the text of the Agreement. Any summary or description of any legal requirement, contract or other document contained in the Schedules is only a summary, is not complete and is qualified by the full text of such legal requirement, contract or other document. The captions contained in the Schedules are for convenience of reference only and do not form a part of the disclosures in the Schedules or the Agreement.

The Seller is not waiving, nor will the Seller be deemed to have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and privileges as a result of disclosing information relating to pending or threatened litigation to the Buyer, regardless of whether the Seller has asserted, or is or may be entitled to assert, such privileges and protections. The parties (a) share a common legal and commercial interest in all of the Seller’s information that is subject to such privileges and protections; (b) intend that such privileges and protections remain intact should either party become subject to any actual or threatened Proceeding to which the Seller’s information covered by such protection and privileges relates; and (c) intend that after the Closing, the right to assert such protections and privileges shall be as set forth in the Agreement.

Section 2.2 – Transferred Permits

None.

Section 2.3 – Wire Instructions

Talon Property Services LLC

Routing Transit Number (RTN/ABA) 121000248

Bank name Wells Fargo Bank, N.A.

Bank address: 420 Montgomery

City & State: San Francisco, CA 94104

BNF/Field 4200: 2000026251747

Beneficiary: Talon Property Services LLC

Section 2.5 – Purchase Price Allocation

Assets	
Accounts Receivable	943,316
Unbilled A/R	-
Other Current Asset	-
Fixed Assets	544,496
Goodwill	8,556,684
Total	<hr/> 10,044,496

Section 3.4 – Litigation and Proceedings

1. Ashley Frame v. Gregory Reid and Talon Property Services, LLC. A personal injury suit was filed in the State Court of Fulton County, Georgia on July 27, 2022 (CAFN: 67864659) against the Company and one of its employees, Gregory Reid, involved in a vehicle accident. The Company tendered the suit to the Company's automobile liability insurance carrier, Utica National Insurance Group ("Utica"), and defense was accepted by Utica on or around August 28, 2022. This case is ongoing.
2. Marcus Abrams v. Talon Property Services, LLC and Dennis Maddox. A personal injury suit was filed in the State Court of Dekalb County, Georgia on June 10, 2022 (CAFN: 22A02137) against the Company and one of its employees, Dennis Maddox, involved in a vehicle accident. The Company tendered the suit to the Company's automobile liability insurance carrier, Utica, and defense was accepted by Utica on or around June 15, 2022. This case is ongoing.
3. Theresa Jackson v. Talon Property Services, LLC and Dennis Maddox. A personal injury suit was filed in the State Court of Dekalb County, Georgia on June 10, 2022 (CAFN: 22A02135) against the Company and one of its employees, Dennis Maddox, involved in a vehicle accident. The Company tendered the suit to the Company's automobile liability insurance carrier, Utica, and defense was accepted by Utica on or around June 15, 2022. This case is ongoing.
4. Telisha Tanner v. Jacob Ashton Payne and Talon Property Services, LLC. A personal injury suit was filed in the State Court of Fulton County, Georgia on April 6, 2022 (CAFN: 22EV002137) against the Company and one of its employees, Jacob Ashton Payne, involved in a vehicle accident. The Company tendered the suit to the Company's automobile liability insurance carrier, Utica, and defense was accepted by Utica on or around July 31, 2022. This case was settled on or around July 11, 2022.
5. The Company files materialman liens and collection suits against customers in the ordinary course of business consistent with past practices.

Section 3.5 – Consents and Approvals (or Required Consents)

1. Contract Agreement between Talon Property Services and Fulton County, Georgia (Contract No. 18ITB113489C-BKJ, Standby Plumbing Repairs) dated January 1, 2019, as renewed in ordinary course. The Company did not receive formal renewal notice for 2022, however still receives regular calls pursuant to the Agreement. [Articles 17 and 23 require prior written consent to assignment, Article 22 requires prior written approval to subcontracting.];
2. The following contracts may not be assignable in ordinary course without consent of the appropriate Governmental Authority and/or subject to an open bid process:
 - a. Contract for Plumbing Services between Talon Plumbing and Decatur Housing Authority dated November 1, 2021.
 - b. Notice of Award Letter – BL109-18, Provision of Plumbing Repair, Maintenance, and Installation Services on an Annual Contract; GCID #20181650, dated December 19, 2018 to Talon Property Services, LLC from Gwinnett County, Georgia, as renewed by that certain Renewal Notice letter dated December 15, 2020, and that certain Renewal Notice letter dated September 21, 2021. This Award expires at the end of 2022 and will be subject to an open bid submission process in ordinary course.
 - c. Notice of Award Letter – AQ015-22, On-call Plumbing Services on an Annual Contract dated April 4, 2022 to Talon Property Services, LLC from City of Lawrenceville, Georgia.

Section 3.6 – Sufficiency of Assets

None.

Section 3.7 – Excluded Assets

1. all claims and rights arising under any and all contracts which are not Assumed Contracts;
2. all claims and rights of Seller to Tax refunds, Tax credits and Tax deposits, but in each case only to the extent such refunds, credits or deposits relate directly to a period (or portion thereof) ending prior to the Effective Date;
3. all insurance policies of Seller and all rights of Seller thereunder;
4. the corporate records of Seller;
5. all cash;
6. all cash-like items above the Target Working Capital;
7. WORMs connect software;
8. Owned Real Property;
9. de minimis personal effects of employees and the Members at the Owned Real Property;
10. The following domain names:
 - a. www.talocos.com
 - b. www.wormsconnect.com
 - c. www.wormsconnect.us
 - d. www.heller1.com
 - e. www.wormstracker.com
11. Lenovo Thinkpad laptop and docking station used by Robert Heller; and
12. Ford F-250 used by Chris Counts, VIN: 1FT7W2BT6FED50051.

Section 3.8 – Condition of Assets

1. The following vehicles are currently not operable and parts are not readily available to repair:
 - a. 2019 Ford Transit 250 Ecoboost – VIN: 1FTYR2CG0KKA39174
 - b. 2019 Ford Transit 250 Ecoboost – VIN: 1FTYR2CG0KKA84731
 - c. 2016 Ford F150 – VIN: 1FTMF1C81GKD40666
 - d. 2013 Dodge Ram 2500 – VIN: 3C6UR5CL7DG594900

Section 3.9 – Inventory

The inventory of the Business is estimated around \$50,000 and is not regularly subject to inspection or audit to observe defects.

Section 3.10 – Undisclosed Liabilities

The following Debt Payoff Amounts pursuant to the Pay-off Letters to be paid at Closing:

1. \$46,238.44 through August 25, 2022, to Toyota Industries Commercial Finance, Inc. for release of Account Number 50427960-010000389397.
2. \$330,112.94 through August 15, 2022, with \$60.698080479 per diem interest thereafter, to Heritage Bank for release of Loan Number 2002638265.
3. \$280,613.55 through August 15, 2022, with \$51.598479452 per diem interest thereafter, to Heritage Bank for release of Loan Number 2002642321.
4. \$8,209.43 through August 19, 2022, to Western Equipment Finance, Inc. for release of pipe lining equipment under Contract Number 40385775.
5. \$31,417.62 through August 25, 2022, to Western Equipment Finance, Inc. for release of pipe lining equipment under Contract Number 40367320.
6. \$9,926.98 through August 19, 2022, to Western Equipment Finance, Inc., for release of equipment under Contract Number 40364947.
7. \$8,585.83 through August 25, 2022, to Wells Fargo Equipment Finance for release of equipment under Contract Number 450-9413777-001.

The following Debt Payoff Amounts were satisfied immediately prior to Closing:

1. \$16,874.57 through August 14, 2022, to Ford Credit for release of Account Number 2536.
2. \$29,242.17 through August 14, 2022, to Ford Credit for release of Account Number 2363.
3. \$31,756.35 through August 14, 2022, to Ford Credit for release of Account Number 9677.
4. \$41,986.94 through August 14, 2022, to Ford Credit for release of Account Number 4760.
5. \$33,851.43 through August 14, 2022, to Ford Credit for release of Account Number 6179.
6. \$22,850.42 through August 14, 2022, to Ford Credit for release of Account Number 1673.
7. \$29,615.80 through August 14, 2022, to Ford Credit for release of Account Number 8052.
8. \$13,667.24 through August 14, 2022, to Ford Credit for release of Account Number 2122.
9. \$14,777.98 through August 14, 2022, to Ford Credit for release of Account Number 4601.
10. \$8,394.64 through August 14, 2022, to Ford Credit for release of Account Number 6641.
11. \$23,508.55 through August 14, 2022, to Ford Credit for release of Account Number 2784.
12. \$22,658.60 through August 14, 2022, to Ford Credit for release of Account Number 2782.
13. \$7,960.04 through August 17, 2022, to Sheffield Financial, a Division of Truist Bank for release of Account Number 21-098626-9.

Section 3.12 – Taxes

None.

Section 3.13(a) – Financial Statements; Accounts Receivable

See attachments.

Talon Property Services, LLC

Balance Sheet

As of June 30, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Barter	0.00
Heritage PPP - checking	197,954.43
Wachovia Checking	382,836.69
Total Bank Accounts	\$580,791.12
Accounts Receivable	
Accounts Receivable	924,424.79
Total Accounts Receivable	\$924,424.79
Other Current Assets	
Acorn	1,296.85
Employee Loan	1,718.82
Inventory Asset-1	0.00
Uncategorized Asset	0.00
Undeposited Funds	-4,721.48
Total Other Current Assets	\$ -1,705.81
Total Current Assets	\$1,503,510.10
Fixed Assets	
711 Pinellas St	275,270.14
730 Pryor Street	302,500.00
Accum Depreciation	-1,880,553.70
Auto & Trucks	1,435,717.28
Leasehold Improvements	69,186.32
Machinery & Equipment	632,247.66
Office Furniture	1,169.09
Software - Talon App	341,674.14
Total Fixed Assets	\$1,177,210.93
Other Assets	
Accum Amortization	-47,500.00
Closing Cost-Building Loan	0.00
Goodwill	47,500.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$2,680,721.03

Talon Property Services, LLC

Balance Sheet

As of June 30, 2022

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	3,320.27
Total Accounts Payable	\$3,320.27
Credit Cards	
American Express	37,911.08
Capital One QS (Counts)	0.00
Citi Master Card	1,739.14
Total Credit Cards	\$39,650.22
Other Current Liabilities	
0 Payable	0.00
Equity Line Pinellas	213,961.15
Heritage PPP	0.00
Payroll Liabilities	0.00
941 - Income Tax	62.87
Child Support	0.00
Credit 1	0.00
F.I.C.A - MC EE	3.83
F.I.C.A - SS EE	16.30
GA SIT	20.49
Total Payroll Liabilities	103.49
PowerPlan	0.00
Sales Tax Agency Payable	2.16
Sales Tax Payable	0.00
TalonTaxAgency Payable	31.55
Total Other Current Liabilities	\$214,098.35
Total Current Liabilities	\$257,068.84
Long-Term Liabilities	
Heritage Bank - SBA-2321	266,623.04
Heritage Bank - SBA-8265	308,179.57
Loans From Shareholders	0.00
N/P - 2016 CMXFHE	-36.41
N/P - 2018 T250 Van8	8,504.85
N/P - 2018 F250 diesel	17,856.27
N/P - 2019 T150 van7	15,480.67
N/P - 2019 T250 Van9	-114.55
N/P - Bobcat	9,234.86
N/P - Ford Eco1	0.00
N/P - Ford Eco2	-81.42

Talon Property Services, LLC

Balance Sheet

As of June 30, 2022

	TOTAL
N/P - TB216R Takeuchi	11,387.88
N/P - U1 Ford 2017F250	0.00
N/P 2019 Hino 16'Box	45,329.78
N/P 2020 Ranger1	14,213.94
N/P 2022 Interstate Trler	8,637.03
N/P 2022 Transit Conn	34,344.99
N/P Ford 2018 Van5	0.00
N/P Ford 2020 MRV1	23,584.02
N/P Ford 350 kuv1	42,605.16
N/P Ford f250 4x4	29,959.28
N/P Ford MRV2	30,190.39
N/P FS1 Ford F150	32,395.06
N/P Pipe Lining Equip	33,695.14
N/P Pipe Lining Equip2	8,606.83
N/P Van11 2018 64766	23,916.47
N/P Van12 2018 98495	23,051.78
TIP Line of Credit	-230.00
Wachovia Credit Line	0.00
Total Long-Term Liabilities	\$987,334.63
Total Liabilities	\$1,244,403.47
Equity	
Distributions	0.00
Distributions - CC	-15,599.21
Distributions-RH	-190,830.66
Total Distributions	-206,429.87
Opening Bal Equity	0.00
Retained Earnings	626,610.13
Net Income	1,016,137.30
Total Equity	\$1,436,317.56
TOTAL LIABILITIES AND EQUITY	\$2,680,721.03

Talon Property Services, LLC

Statement of Cash Flows

January - June, 2022

	TOTAL
OPERATING ACTIVITIES	
Net Income	1,016,137.30
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Receivable	-149,159.97
Employee Loan	1,372.99
Accounts Payable	-14,291.88
American Express	27,353.87
Citi Master Card	653.06
0 Payable	0.00
Equity Line Pinellas	213,961.15
Payroll Liabilities:941 - Income Tax	62.87
Payroll Liabilities:Child Support	0.00
Payroll Liabilities:Credit 1	0.00
Payroll Liabilities:F.I.C.A - MC EE	3.83
Payroll Liabilities:F.I.C.A - SS EE	16.30
Payroll Liabilities:GA SIT	20.49
TalonTaxAgency Payable	-0.41
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	79,992.30
Net cash provided by operating activities	\$1,096,129.60
INVESTING ACTIVITIES	
Acorn	-252.27
711 Pinellas St	-275,270.14
Auto & Trucks	-94,529.94
Leasehold Improvements	-11,328.69
Software - Talon App	-47,417.93
Net cash provided by investing activities	\$ -428,798.97
FINANCING ACTIVITIES	
Heritage Bank - SBA-2321	-25,966.32
Heritage Bank - SBA-8265	-18,608.58
Loans From Shareholders	0.00
N/P WE dump Trailer (deleted)	-4,969.83
N/P - 2016 CMXFHE	-5,793.17
N/P - 2018 T250 Van8	-3,771.25
N/P - Western Equip7 - PumpFL (deleted)	-7,517.22
N/P - 2018 F250 diesel	-6,046.84
N/P - 2019 T150 van7	-4,606.64
N/P - 2019 T250 Van9	-16,464.80
N/P - Bobcat	-6,439.38
N/P - Ford 2018T250 cac2 (deleted)	-6,513.79
N/P - Ford 2018T250-4 (deleted)	-5,992.48
N/P - Ford Eco1	-13,751.20
N/P - Ford Eco2	-15,000.38
N/P - TB216R Takeuchi	-3,163.30

Talon Property Services, LLC

Statement of Cash Flows

January - June, 2022

	TOTAL
N/P - U1 Ford 2017F250	-11,079.39
N/P - WE propress n cam (deleted)	-5,583.19
N/P - WE Small Cams (deleted)	-9,371.88
N/P - Western Equip11 - Trailers (deleted)	-3,417.70
N/P - Western Equip9 Cam (deleted)	-1,795.74
N/P 2019 Hino 16'Box	-6,901.78
N/P 2020 Ranger1	-3,280.20
N/P 2022 Interstate Trler	8,637.03
N/P 2022 Transit Conn	34,344.99
N/P Direct Capital 2013Ram2500 (deleted)	-3,006.04
N/P Ford 2018 Van5	-8,802.39
N/P Ford 2018 Van6 (deleted)	-8,993.47
N/P Ford 2020 MRV1	-4,987.67
N/P Ford 350 kuv1	42,605.16
N/P Ford f250 4x4	-5,413.76
N/P Ford MRV2	-4,128.92
N/P FS1 Ford F150	-4,790.47
N/P Pipe Lining Equip	-6,521.64
N/P Pipe Lining Equip2	-2,245.26
N/P Van11 2018 64766	-3,336.86
N/P Van12 2018 98495	-3,216.25
TIP Line of Credit	-230.00
Wachovia Credit Line	0.00
Distributions:Distributions - CC	-904.74
Distributions:Distributions-RH	-118,951.82
Net cash provided by financing activities	\$ -275,977.17
NET CASH INCREASE FOR PERIOD	\$391,353.46
Cash at beginning of period	184,716.18
CASH AT END OF PERIOD	\$576,069.64

Talon Property Services, LLC

Profit and Loss
January - June, 2022

	TOTAL
Income	
Fees	-1,656.82
Reimbursed Expenses	332,776.38
Services	3,345,142.20
Unapplied Cash Payment Income	29,624.16
Total Income	\$3,705,885.92
Cost of Goods Sold	
Materials Used	373,568.61
Florida	213,580.97
Total Materials Used	587,149.58
Truck Stock	
Consumables	553.41
Total Truck Stock	553.41
Total Cost of Goods Sold	\$587,702.99
GROSS PROFIT	\$3,118,182.93
Expenses	
Advertisement	4,504.99
Automobile Expense	79,915.61
Florida	22,464.21
Fuel	123,578.27
Florida	17,402.36
Total Fuel	140,980.63
Registration and Tags	1,899.98
Traffic Violations	120.15
Total Automobile Expense	245,380.58
Bad Debt Expense	15,506.19
Bank Service Charges	211.55
Credit Card Processing	13,953.94
Late Fee	77.57
NSF Fee	20.00
Wire Charge	135.00
Total Bank Service Charges	14,398.06
Charitable Contributions	2,600.00
Dues and Subscriptions	7,323.48
Florida	542.66
Total Dues and Subscriptions	7,866.14
Dump Fee	16,011.26
Florida	364.48
Total Dump Fee	16,375.74

Talon Property Services, LLC

Profit and Loss

January - June, 2022

	TOTAL
Equipment Rental	8,852.53
Fines	500.00
Insurance	-1,312.69
Automobile Insurance	63,333.55
Florida	87.10
Total Automobile Insurance	63,420.65
Health Insurance	18,519.90
Dental	9,796.63
Florida	1,228.50
Total Health Insurance	29,545.03
Liability Insurance	63,290.00
Work Comp	56,316.75
Total Insurance	211,259.74
Interest Expense	5,209.80
Finance Charge	10,677.23
Total Interest Expense	15,887.03
Licenses and Permits	3,294.00
Medical	
Florida	3,325.50
Total Medical	3,325.50
Miscellaneous	151.95
Office Expense	3,442.61
Uniforms	2,525.00
Florida	1,310.58
Total Uniforms	3,835.58
Total Office Expense	7,278.19
Office Supplies	288.54
Florida	2,460.68
Total Office Supplies	2,749.22
Payroll Expenses	
Admin Fees	7,740.74
Company Contributions	3,580.00
F.I.C.A - MC ER	17,630.77
F.I.C.A. SS ER	75,083.11
Federal Taxes (941/944)	66.64
FUTA (940)	2,478.48
Gross Wages	1,235,070.73
Subcontract Costs	5,791.15
Florida	16,705.00
Total Subcontract Costs	22,496.15

Talon Property Services, LLC

Profit and Loss
January - June, 2022

	TOTAL
SUTA - FL	130.20
SUTA - GA	7,480.92
SUTA - TX	29.16
Total Payroll Expenses	1,371,786.90
Penalties & Interest	2,046.90
Permit Fees	196.91
Florida	311.10
Total Permit Fees	508.01
Postage and Delivery	638.11
Professional Development	1,926.44
Professional Fees	14,561.50
Accounting	3,100.00
Legal Fees	4,240.29
Total Professional Fees	21,901.79
Promotion	3,343.53
Florida	2,629.55
Total Promotion	5,973.08
Reconciliation Discrepancies	17.75
Recruiting	16,341.69
Florida	209.95
Total Recruiting	16,551.64
Rent	
Florida	9,822.54
Total Rent	9,822.54
Repairs	
Building Repairs	11,447.97
Equipment Repairs	21,500.75
Florida	4,807.18
Total Equipment Repairs	26,307.93
Total Repairs	37,755.90
Safety	5,563.02
Florida	6,038.66
Total Safety	11,601.68
Shop	1,010.85
Small Tools & Supplies	7,317.90
Florida	7,283.01
Total Small Tools & Supplies	14,600.91
Taxes	138.75

Talon Property Services, LLC

Profit and Loss
January - June, 2022

	TOTAL
Telephone	
Answering Service	6,679.93
Florida	2,889.28
Mobile	8,015.96
Total Telephone	17,585.17
Travel & Ent	
Meals	2,024.87
Florida	1,754.18
Total Meals	3,779.05
Travel	6,593.93
Florida	5,312.86
Total Travel	11,906.79
Total Travel & Ent	15,685.84
Utilities	2,515.28
Florida	4,185.92
Gas and Electric	1,505.22
Sanitation	1,023.10
Florida	3,009.33
Total Sanitation	4,032.43
Water	458.78
Total Utilities	12,697.63
Total Expenses	\$2,102,179.75
NET OPERATING INCOME	\$1,016,003.18
Other Income	
Other Income	134.12
Total Other Income	\$134.12
NET OTHER INCOME	\$134.12
NET INCOME	\$1,016,137.30

Talon Property Services, LLC

Balance Sheet

As of December 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Barter	0.00
Heritage PPP - checking	66,370.78
Wachovia Checking	112,627.87
Total Bank Accounts	\$178,998.65
Accounts Receivable	
Accounts Receivable	775,264.82
Total Accounts Receivable	\$775,264.82
Other Current Assets	
Acorn	1,044.58
Employee Loan	3,091.81
Inventory Asset-1	0.00
Uncategorized Asset	0.00
Undeposited Funds	5,717.53
Total Other Current Assets	\$9,853.92
Total Current Assets	\$964,117.39
Fixed Assets	
730 Pryor Street	302,500.00
Accum Depreciation	-1,880,553.70
Auto & Trucks	1,341,187.34
Leasehold Improvements	57,857.63
Machinery & Equipment	632,247.66
Office Furniture	1,169.09
Software - Talon App	294,256.21
Total Fixed Assets	\$748,664.23
Other Assets	
Accum Amortization	-47,500.00
Closing Cost-Building Loan	0.00
Goodwill	47,500.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$1,712,781.62

Talon Property Services, LLC

Balance Sheet

As of December 31, 2021

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	17,612.15
Total Accounts Payable	\$17,612.15
Credit Cards	
American Express	10,557.21
Capital One QS (Counts)	0.00
Citi Master Card	1,086.08
Total Credit Cards	\$11,643.29
Other Current Liabilities	
0 Payable	0.00
Heritage PPP	0.00
Payroll Liabilities	0.00
941 - Income Tax	0.00
Child Support	0.00
Credit 1	0.00
F.I.C.A - MC EE	0.00
F.I.C.A - SS EE	0.00
GA SIT	0.00
Total Payroll Liabilities	0.00
PowerPlan	0.00
Sales Tax Agency Payable	2.16
Sales Tax Payable	0.00
TalonTaxAgency Payable	31.96
Total Other Current Liabilities	\$34.12
Total Current Liabilities	\$29,289.56
Long-Term Liabilities	
Heritage Bank - SBA-2321	292,589.36
Heritage Bank - SBA-8265	326,788.15
Loans From Shareholders	0.00
N/P WE dump Trailer (deleted)	4,969.83
N/P - 2016 CMXFHE	5,756.76
N/P - 2018 T250 Van8	12,276.10
N/P - Western Equip7 - PumpFL (deleted)	7,517.22
N/P - 2018 F250 diesel	23,903.11
N/P - 2019 T150 van7	20,087.31
N/P - 2019 T250 Van9	16,350.25
N/P - Bobcat	15,674.24
N/P - Ford 2018T250 cac2 (deleted)	6,513.79

Talon Property Services, LLC

Balance Sheet

As of December 31, 2021

	TOTAL
N/P - Ford 2018T250-4 (deleted)	5,992.48
N/P - Ford Eco1	13,751.20
N/P - Ford Eco2	14,918.96
N/P - TB216R Takeuchi	14,551.18
N/P - U1 Ford 2017F250	11,079.39
N/P - WE propress n cam (deleted)	5,583.19
N/P - WE Small Cams (deleted)	9,371.88
N/P - Western Equip11 - Trailers (deleted)	3,417.70
N/P - Western Equip9 Cam (deleted)	1,795.74
N/P 2019 Hino 16'Box	52,231.56
N/P 2020 Ranger1	17,494.14
N/P Direct Capital 2013Ram2500 (deleted)	3,006.04
N/P Ford 2018 Van5	8,802.39
N/P Ford 2018 Van6 (deleted)	8,993.47
N/P Ford 2020 MRV1	28,571.69
N/P Ford f250 4x4	35,373.04
N/P Ford MRV2	34,319.31
N/P FS1 Ford F150	37,185.53
N/P Pipe Lining Equip	40,216.78
N/P Pipe Lining Equip2	10,852.09
N/P Van11 2018 64766	27,253.33
N/P Van12 2018 98495	26,268.03
TIP Line of Credit	0.00
Wachovia Credit Line	0.00
Total Long-Term Liabilities	\$1,143,455.24
Total Liabilities	\$1,172,744.80
Equity	
Distributions	0.00
Distributions - CC	-14,694.47
Distributions-RH	-71,878.84
Total Distributions	-86,573.31
Opening Bal Equity	0.00
Retained Earnings	164,258.58
Net Income	462,351.55
Total Equity	\$540,036.82
TOTAL LIABILITIES AND EQUITY	\$1,712,781.62

Talon Property Services, LLC

Statement of Cash Flows

January - December 2021

	TOTAL
OPERATING ACTIVITIES	
Net Income	462,351.55
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Receivable	78,831.66
Employee Loan	-1,829.75
Accounts Payable	12,567.41
American Express	-27,958.25
Citi Master Card	1,272.61
0 Payable	0.00
Heritage PPP	-345,700.00
Payroll Liabilities	0.00
Payroll Liabilities:941 - Income Tax	0.00
Payroll Liabilities:Child Support	0.00
Payroll Liabilities:Credit 1	0.00
Payroll Liabilities:F.I.C.A - MC EE	0.00
Payroll Liabilities:F.I.C.A - SS EE	0.00
Payroll Liabilities:GA SIT	0.00
PowerPlan	-4,376.65
TalonTaxAgency Payable	-268.92
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-287,461.89
Net cash provided by operating activities	\$174,889.66
INVESTING ACTIVITIES	
Acorn	-120.90
Accum Depreciation	563,291.00
Auto & Trucks	-160,293.40
Software - Talon App	-112,175.42
Accum Amortization	1,316.00
Closing Cost-Building Loan	0.00
Net cash provided by investing activities	\$292,017.28
FINANCING ACTIVITIES	
Heritage Bank - SBA-2321	-71,427.48
Heritage Bank - SBA-8265	-43,101.79
N/P WE dump Trailer (deleted)	-3,138.84
N/P - 2016 CMXFHE	-6,831.09
N/P - 2018 T250 Van8	-8,336.24
N/P - Western Equip7 - PumpFL (deleted)	-15,034.44
N/P - 2018 F250 diesel	-11,653.08
N/P - 2019 T150 van7	-8,742.80
N/P - 2019 T250 Van9	-8,933.55
N/P - Bobcat	-12,878.76
N/P - F250 - (f2) (deleted)	-8,948.94
N/P - Ford 2015CMX (deleted)	-4,219.22
N/P - Ford 2018T250 cac2 (deleted)	-9,297.16

Talon Property Services, LLC

Statement of Cash Flows

January - December 2021

	TOTAL
N/P - Ford 2018T250-4 (deleted)	-8,502.70
N/P - Ford Eco1	-10,906.71
N/P - Ford Eco2	-10,551.22
N/P - Ford V2 (deleted)	-8,775.77
N/P - Ford V3 (deleted)	-7,711.32
N/P - TB216R Takeuchi	-7,591.92
N/P - U1 Ford 2017F250	-8,341.12
N/P - WE propress n cam (deleted)	-4,812.72
N/P - WE Small Cams (deleted)	-5,355.36
N/P - Western Equip11 - Trailers (deleted)	-8,202.48
N/P - Western Equip4 FL (deleted)	-5,348.03
N/P - Western Equip9 Cam (deleted)	-7,182.96
N/P 2019 Hino 16'Box	52,231.56
N/P 2020 Ranger1	-6,560.40
N/P Direct Capital 2013Ram2500 (deleted)	-7,839.83
N/P Ford 2018 Van5	-8,972.69
N/P Ford 2018 Van6 (deleted)	-9,167.47
N/P Ford 2020 MRV1	-9,492.75
N/P Ford f250 4x4	-10,229.30
N/P Ford MRV2	-7,951.74
N/P FS1 Ford F150	37,185.53
N/P Pipe Lining Equip	-13,043.28
N/P Pipe Lining Equip2	-4,490.52
N/P Van11 2018 64766	27,253.33
N/P Van12 2018 98495	26,268.03
TIP Line of Credit	0.00
Wachovia Credit Line	-40,000.00
Distributions:Distributions - CC	-8,741.06
Distributions:Distributions-RH	-26,346.74
Net cash provided by financing activities	\$ -315,723.03
NET CASH INCREASE FOR PERIOD	\$151,183.91
Cash at beginning of period	33,532.27
CASH AT END OF PERIOD	\$184,716.18

Talon Property Services, LLC

Profit and Loss

January - December 2021

	TOTAL
Income	
Fees	22,717.00
Reimbursed Expenses	318,242.36
Services	4,789,630.16
Unapplied Cash Payment Income	35,627.85
Total Income	\$5,166,217.37
Cost of Goods Sold	
Day Labor	200.00
Materials Used	562,379.69
Florida	242,587.58
Total Materials Used	804,967.27
Truck Stock	
Consumables	1,239.17
Florida	671.82
Total Consumables	1,910.99
Total Truck Stock	1,910.99
Total Cost of Goods Sold	\$807,078.26
GROSS PROFIT	\$4,359,139.11
Expenses	
Advertisement	4,189.85
Amortization Expense	1,316.00
Automobile Expense	103,980.88
Florida	28,627.60
Fuel	174,022.89
Florida	15,648.56
Total Fuel	189,671.45
Maintenance	4,438.64
Registration and Tags	7,485.39
Traffic Violations	125.75
Total Automobile Expense	334,329.71
Bad Debt Expense	10,613.93
Bank Service Charges	1,300.00
Credit Card Processing	4,140.65
NSF Fee	40.00
Wire Charge	345.00
Total Bank Service Charges	5,825.65
Charitable Contributions	2,600.00
Consulting	5,456.40

Talon Property Services, LLC

Profit and Loss

January - December 2021

	TOTAL
Dues and Subscriptions	12,539.73
Florida	1,785.51
Total Dues and Subscriptions	14,325.24
Dump Fee	24,903.54
Florida	3,857.18
Total Dump Fee	28,760.72
Equipment Rental	28,085.52
Florida	1,353.05
Total Equipment Rental	29,438.57
Fines	1,052.95
Freight	2,081.41
Insurance	6,665.49
Automobile Insurance	111,563.17
Florida	1,123.49
Total Automobile Insurance	112,686.66
Health Insurance	45,906.43
Dental	8,747.48
Florida	1,396.41
Total Health Insurance	56,050.32
Liability Insurance	104,799.00
Work Comp	85,020.10
Total Insurance	365,221.57
Interest Expense	14,263.45
Finance Charge	17,557.94
Total Interest Expense	31,821.39
Medical	1,303.26
Florida	2,656.83
Total Medical	3,960.09
Miscellaneous	4,129.50
Office Expense	10,336.84
Uniforms	7,347.58
Florida	3,121.81
Total Uniforms	10,469.39
Total Office Expense	20,806.23
Office Supplies	7,102.38
Florida	4,384.74
Total Office Supplies	11,487.12

Talon Property Services, LLC

Profit and Loss

January - December 2021

	TOTAL
Payroll Expenses	
Admin Fees	13,780.69
Company Contributions	5,200.00
F.I.C.A - MC ER	26,890.66
F.I.C.A. SS ER	129,233.08
FUTA (940)	3,574.84
Gross Wages	2,284,215.65
Subcontract Costs	26,815.50
Florida	28,257.51
Total Subcontract Costs	55,073.01
SUTA - FL	307.70
SUTA - GA	9,112.75
Total Payroll Expenses	2,527,388.38
Permit Fees	674.00
Florida	6,461.55
Total Permit Fees	7,135.55
Postage and Delivery	734.74
Professional Development	3,533.58
Professional Fees	9,083.83
Accounting	3,000.00
Legal Fees	16,725.48
Total Professional Fees	28,809.31
Promotion	5,735.72
Florida	1,262.44
Total Promotion	6,998.16
Reconciliation Discrepancies	-1.30
Recruiting	27,160.97
Florida	1,003.90
Total Recruiting	28,164.87
Rent	
Florida	26,199.23
Total Rent	26,199.23
Repairs	
Building Repairs	1,545.52
Equipment Repairs	81,222.06
Florida	19,497.54
Total Equipment Repairs	100,719.60
Total Repairs	102,265.12

Talon Property Services, LLC

Profit and Loss

January - December 2021

	TOTAL
Safety	4,286.25
Florida	528.24
Total Safety	4,814.49
Shop	357.01
Small Tools & Supplies	3,264.39
Florida	3,414.49
Total Small Tools & Supplies	6,678.88
Taxes	0.00
Local	6,819.37
Total Taxes	6,819.37
Telephone	3,695.52
Answering Service	11,643.28
Florida	5,675.38
Mobile	18,916.04
Radio	726.39
Total Telephone	40,656.61
Travel & Ent	
Meals	6,279.54
Florida	8,677.87
Total Meals	14,957.41
Travel	6,240.60
Florida	12,450.31
Total Travel	18,690.91
Total Travel & Ent	33,648.32
Utilities	6,058.69
Florida	6,509.61
Gas and Electric	3,387.77
Sanitation	3,289.27
Florida	2,833.77
Total Sanitation	6,123.04
Water	1,367.92
Total Utilities	23,447.03
Total Expenses	\$3,725,065.68
NET OPERATING INCOME	\$634,073.43
Other Income	
Insurance Reimbursement	7,020.48
Other Income	6,289.56
PPP Loan Forgiveness	345,700.00
SBA Loan Pmts-Non Taxable	32,558.60
Total Other Income	\$391,568.64

Talon Property Services, LLC

Profit and Loss

January - December 2021

	TOTAL
Other Expenses	
Depreciation	563,291.00
Reconciliation Discrepancies-1	-0.48
Total Other Expenses	\$563,290.52
NET OTHER INCOME	\$ -171,721.88
NET INCOME	\$462,351.55

Talon Property Services, LLC

Balance Sheet

As of December 31, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Barter	0.00
Heritage PPP - checking	13,490.36
Wachovia Checking	19,117.80
Total Bank Accounts	\$32,608.16
Accounts Receivable	
Accounts Receivable	854,096.48
Total Accounts Receivable	\$854,096.48
Other Current Assets	
Acorn	923.68
Employee Loan	1,262.06
Inventory Asset-1	0.00
Uncategorized Asset	0.00
Undeposited Funds	924.11
Total Other Current Assets	\$3,109.85
Total Current Assets	\$889,814.49
Fixed Assets	
730 Pryor Street	302,500.00
Accum Depreciation	-1,317,262.70
Auto & Trucks	1,180,893.94
Leasehold Improvements	57,857.63
Machinery & Equipment	632,247.66
Office Furniture	1,169.09
Software - Talon App	182,080.79
Total Fixed Assets	\$1,039,486.41
Other Assets	
Accum Amortization	-46,184.00
Goodwill	47,500.00
Total Other Assets	\$1,316.00
TOTAL ASSETS	\$1,930,616.90

Talon Property Services, LLC

Balance Sheet

As of December 31, 2020

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	5,044.74
Total Accounts Payable	\$5,044.74
Credit Cards	
American Express	38,515.46
Capital One QS (Counts)	0.00
Citi Master Card	-186.53
Total Credit Cards	\$38,328.93
Other Current Liabilities	
0 Payable	0.00
Heritage PPP	345,700.00
Payroll Liabilities	
941 - Income Tax	0.00
Child Support	0.00
Credit 1	0.00
F.I.C.A - MC EE	0.00
F.I.C.A - SS EE	0.00
GA SIT	0.00
Total Payroll Liabilities	0.00
PowerPlan	4,376.65
Sales Tax Agency Payable	2.16
Sales Tax Payable	0.00
TalonTaxAgency Payable	300.88
Total Other Current Liabilities	\$350,379.69
Total Current Liabilities	\$393,753.36
Long-Term Liabilities	
Heritage Bank - SBA-2321	364,016.84
Heritage Bank - SBA-8265	369,889.94
Loans From Shareholders	0.00
N/P WE dump Trailer (deleted)	8,108.67
N/P - 2016 CMXFHE	12,587.85
N/P - 2018 T250 Van8	20,612.34
N/P - Western Equip7 - PumpFL (deleted)	22,551.66
N/P - 2018 F250 diesel	35,556.19
N/P - 2019 T150 van7	28,830.11
N/P - 2019 T250 Van9	25,283.80
N/P - Bobcat	28,553.00
N/P - F250 - (f2) (deleted)	8,948.94

Talon Property Services, LLC

Balance Sheet

As of December 31, 2020

	TOTAL
N/P - Ford 2015CMX (deleted)	4,219.22
N/P - Ford 2018T250 cac2 (deleted)	15,810.95
N/P - Ford 2018T250-4 (deleted)	14,495.18
N/P - Ford Eco1	24,657.91
N/P - Ford Eco2	25,470.18
N/P - Ford V2 (deleted)	8,775.77
N/P - Ford V3 (deleted)	7,711.32
N/P - TB216R Takeuchi	22,143.10
N/P - U1 Ford 2017F250	19,420.51
N/P - WE propress n cam (deleted)	10,395.91
N/P - WE Small Cams (deleted)	14,727.24
N/P - Western Equip11 - Trailers (deleted)	11,620.18
N/P - Western Equip4 FL (deleted)	5,348.03
N/P - Western Equip9 Cam (deleted)	8,978.70
N/P 2020 Ranger1	24,054.54
N/P Direct Capital 2013Ram2500 (deleted)	10,845.87
N/P Ford 2018 Van5	17,775.08
N/P Ford 2018 Van6 (deleted)	18,160.94
N/P Ford 2020 MRV1	38,064.44
N/P Ford f250 4x4	45,602.34
N/P Ford MRV2	42,271.05
N/P Pipe Lining Equip	53,260.06
N/P Pipe Lining Equip2	15,342.61
TIP Line of Credit	0.00
Wachovia Credit Line	40,000.00
Total Long-Term Liabilities	\$1,424,090.47
Total Liabilities	\$1,817,843.83
Equity	
Distributions	0.00
Distributions - CC	-5,953.41
Distributions-RH	-45,532.10
Total Distributions	-51,485.51
Opening Bal Equity	0.00
Retained Earnings	-27,548.54
Net Income	191,807.12
Total Equity	\$112,773.07
TOTAL LIABILITIES AND EQUITY	\$1,930,616.90

Talon Property Services, LLC

Statement of Cash Flows

January - December 2020

	TOTAL
OPERATING ACTIVITIES	
Net Income	191,807.12
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Receivable	-322,612.62
Employee Loan	530.28
Accounts Payable	-18,068.28
American Express	-8,278.52
Amex (Counts) (deleted)	-5,734.35
Capital One QS (Counts)	-2,484.52
Citi Master Card	-12,696.25
0 Payable	0.00
Allied Financial Line of Credit (deleted)	-323,431.92
Heritage PPP	345,700.00
Payroll Liabilities:941 - Income Tax	0.00
Payroll Liabilities:Child Support	0.00
Payroll Liabilities:Credit 1	0.00
Payroll Liabilities:F.I.C.A - MC EE	0.00
Payroll Liabilities:F.I.C.A - SS EE	0.00
Payroll Liabilities:GA SIT	0.00
PowerPlan	4,050.34
Sales Tax Agency Payable	2.16
TalonTaxAgency Payable	300.88
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-342,722.80
Net cash provided by operating activities	\$ -150,915.68
INVESTING ACTIVITIES	
Acorn	-526.45
Accum Depreciation	297,878.00
Auto & Trucks	-198,368.91
Leasehold Improvements	-21,250.00
Machinery & Equipment	-101,037.38
Office Furniture	-1,169.09
Software - Talon App	-55,247.00
Accum Amortization	1,183.00
Net cash provided by investing activities	\$ -78,537.83
FINANCING ACTIVITIES	
Buyout-JT (deleted)	-12,015.25
Heritage Bank - SBA-2321	364,016.84
Heritage Bank - SBA-8265	5,791.34
N/P WE dump Trailer (deleted)	-3,138.84
N/P - 2016 CMXFHE	-6,715.26
N/P - 2018 T250 Van8	-7,182.53
N/P - Western Equip7 - PumpFL (deleted)	-15,034.44
N/P - 2018 F250 diesel	-12,067.77

Talon Property Services, LLC

Statement of Cash Flows

January - December 2020

	TOTAL
N/P - 2019 T150 van7	28,830.11
N/P - 2019 T250 Van9	-10,914.43
N/P - Bobcat	-13,951.99
N/P - F150 2016 (deleted)	-6,246.08
N/P - F250 - (f2) (deleted)	-8,808.41
N/P - F5 (deleted)	-10,767.42
N/P - F6 (deleted)	-9,440.38
N/P - Ford 2015CMX (deleted)	-3,141.88
N/P - Ford 2018T250 - Cac1 (deleted)	-24,833.39
N/P - Ford 2018T250 cac2 (deleted)	-8,677.55
N/P - Ford 2018T250-4 (deleted)	-7,928.95
N/P - Ford Eco1	-10,102.83
N/P - Ford Eco2	-9,632.03
N/P - Ford V1 (deleted)	-16,598.08
N/P - Ford V2 (deleted)	-7,642.51
N/P - Ford V3 (deleted)	-6,207.20
N/P - John Deere 2 (deleted)	-6,643.72
N/P - See Snake (deleted)	-1,136.43
N/P - T8 (deleted)	-9,144.66
N/P - TB216R Takeuchi	-7,591.92
N/P - U1 Ford 2017F250	-7,727.85
N/P - WE propress n cam (deleted)	-4,812.72
N/P - WE Small Cams (deleted)	-5,355.36
N/P - Western Equip10 NQR IZ (deleted)	-1,032.20
N/P - Western Equip11 - Trailers (deleted)	-7,802.48
N/P - Western Equip4 FL (deleted)	-7,951.68
N/P - Western Equip8 Cat Exc. (deleted)	-6,884.57
N/P - Western Equip9 Cam (deleted)	-7,182.96
N/P 2020 Ranger1	24,054.54
N/P Direct Capital 2013Ram2500 (deleted)	-11,398.89
N/P Ford 2018 Van5	-8,138.53
N/P Ford 2018 Van6 (deleted)	-8,315.20
N/P Ford 2020 MRV1	38,064.44
N/P Ford Big T (deleted)	-13,340.80
N/P Ford f250 4x4	45,602.34
N/P Ford MRV2	42,271.05
N/P Pipe Lining Equip	53,260.06
N/P Pipe Lining Equip2	15,342.61
TIP Line of Credit	-48,026.76
Wachovia Credit Line	6,678.92
Distributions	18,003.04
Distributions:Distributions - CC	17,642.98
Distributions:Distributions - JT (deleted)	55,005.49
Distributions:Distributions-RH	-28,215.18

Talon Property Services, LLC

Statement of Cash Flows

January - December 2020

	TOTAL
Retained Earnings	-114,296.84
Net cash provided by financing activities	\$198,517.79
NET CASH INCREASE FOR PERIOD	\$ -30,935.72
Cash at beginning of period	64,467.99
CASH AT END OF PERIOD	\$33,532.27

Talon Property Services, LLC

Profit and Loss

January - December 2020

	TOTAL
Income	
Fees	3,305.34
Reimbursed Expenses	317,662.58
Returned Check Charges	-10.00
Services	4,338,641.92
Unapplied Cash Payment Income	26,423.92
Uncategorized Income	88,161.37
Total Income	\$4,774,185.13
Cost of Goods Sold	
Materials Used	600,863.31
Florida	101,559.14
Total Materials Used	702,422.45
Truck Stock	1,907.96
Consumables	3,583.19
Florida	1,499.32
Total Consumables	5,082.51
Total Truck Stock	6,990.47
Total Cost of Goods Sold	\$709,412.92
GROSS PROFIT	\$4,064,772.21
Expenses	
Advertisement	9,258.28
Amortization Expense	1,183.00
Automobile Expense	116,899.59
Florida	12,434.83
Fuel	149,809.22
Florida	6,805.02
Total Fuel	156,614.24
Maintenance	5,211.70
Registration and Tags	4,562.00
Traffic Violations	-60.30
Total Automobile Expense	295,662.06
Bad Debt Expense	1,787.08
Bank Service Charges	28,325.46
Credit Card Processing	805.33
NSF Fee	22.00
Wire Charge	475.00
Total Bank Service Charges	29,627.79
Charitable Contributions	2,673.94
Consulting	12,200.00
Depreciation Expense	297,878.00

Talon Property Services, LLC

Profit and Loss

January - December 2020

	TOTAL
Dues and Subscriptions	10,083.23
Florida	354.70
Total Dues and Subscriptions	10,437.93
Dump Fee	17,571.58
Florida	2,078.29
Total Dump Fee	19,649.87
Equipment Rental	31,127.39
Florida	1,893.06
Total Equipment Rental	33,020.45
Fines	167.30
Freight	67.07
Insurance	801.49
Automobile Insurance	174,669.54
Florida	429.19
Total Automobile Insurance	175,098.73
Health Insurance	29,943.72
Dental	3,418.92
Florida	727.65
Total Health Insurance	34,090.29
Liability Insurance	44,225.50
Work Comp	90,930.31
Total Insurance	345,146.32
Interest Expense	97,645.04
Finance Charge	493.26
Loan Interest	-1,616.10
Total Interest Expense	96,522.20
Licenses and Permits	655.20
Medical	713.82
Florida	87.27
Total Medical	801.09
Miscellaneous	-25.65
Office Expense	20,741.58
Uniforms	8,351.73
Florida	1,706.36
Total Uniforms	10,058.09
Total Office Expense	30,799.67
Office Supplies	5,173.23
Florida	553.22
Total Office Supplies	5,726.45

Talon Property Services, LLC

Profit and Loss

January - December 2020

	TOTAL
Payroll Expenses	
Admin Fees	13,588.72
Company Contributions	5,200.00
F.I.C.A - MC ER	30,893.55
F.I.C.A. SS ER	131,153.03
FUTA (940)	3,875.16
Gross Wages	2,143,683.95
Subcontract Costs	84,963.86
Florida	18,043.95
Total Subcontract Costs	103,007.81
SUTA - FL	3,591.02
SUTA - GA	250.95
Total Payroll Expenses	2,435,244.19
Penalties & Interest	386.70
Permit Fees	4,680.02
Florida	4,876.80
Total Permit Fees	9,556.82
Postage and Delivery	769.89
Printing and Reproduction	72.95
Professional Development	1,901.00
Professional Fees	8,461.82
Accounting	3,200.00
Legal Fees	5,362.83
Total Professional Fees	17,024.65
Promotion	14,927.16
Florida	789.96
Total Promotion	15,717.12
Reconciliation Discrepancies	3,123.82
Recruiting	9,083.12
Florida	444.93
Total Recruiting	9,528.05
Rent	18,468.41
Florida	15,700.20
Total Rent	34,168.61
Repairs	
Building Repairs	25,247.56
Computer Repairs	420.06
Equipment Repairs	38,685.53
Florida	5,049.13
Total Equipment Repairs	43,734.66
Total Repairs	69,402.28

Talon Property Services, LLC

Profit and Loss

January - December 2020

	TOTAL
Safety	11,403.65
Florida	4,913.57
Total Safety	16,317.22
Security	242.40
Shop	1,768.68
Small Tools & Supplies	18,513.55
Florida	2,491.53
Total Small Tools & Supplies	21,005.08
Taxes	
Local	13,285.36
Total Taxes	13,285.36
Telephone	2,565.85
Answering Service	10,437.07
Florida	3,065.04
Mobile	19,452.54
Total Telephone	35,520.50
Travel & Ent	87.48
Meals	6,108.13
Florida	2,466.67
Total Meals	8,574.80
Travel	7,193.51
Florida	5,875.40
Total Travel	13,068.91
Total Travel & Ent	21,731.19
Utilities	5,137.11
Florida	2,812.53
Gas and Electric	5,998.88
Sanitation	4,064.76
Florida	1,752.96
Total Sanitation	5,817.72
Water	1,338.87
Total Utilities	21,105.11
Total Expenses	\$3,921,109.67
NET OPERATING INCOME	\$143,662.54
Other Income	
Insurance Reimbursement	1,776.25
Other Income	42,040.61
SBA Loan Pmts-Non Taxable	4,327.72
Total Other Income	\$48,144.58

Talon Property Services, LLC

Profit and Loss

January - December 2020

	TOTAL
Other Expenses	
Other Expenses	0.00
Total Other Expenses	\$0.00
NET OTHER INCOME	\$48,144.58
NET INCOME	\$191,807.12

Talon Property Services, LLC

Balance Sheet

As of December 31, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Barter	0.00
Decatur First (deleted)	22.30
Petty Cash (deleted-1)	527.93
Wachovia Checking	63,917.76
Total Bank Accounts	\$64,467.99
Accounts Receivable	
Accounts Receivable	531,483.86
Total Accounts Receivable	\$531,483.86
Other Current Assets	
Acorn	397.23
Employee Loan	1,792.34
Inventory Asset-1	0.00
Uncategorized Asset	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$2,189.57
Total Current Assets	\$598,141.42
Fixed Assets	
730 Pryor Street	302,500.00
Accum Depreciation	-1,019,384.70
Auto & Trucks	982,525.03
Leasehold Improvements	36,607.63
Machinery & Equipment	531,210.28
Software - Talon App	126,833.79
Total Fixed Assets	\$960,292.03
Other Assets	
Accum Amortization	-45,001.00
Goodwill	47,500.00
Total Other Assets	\$2,499.00
TOTAL ASSETS	\$1,560,932.45

Talon Property Services, LLC

Balance Sheet

As of December 31, 2019

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	23,113.02
Total Accounts Payable	\$23,113.02
Credit Cards	
American Express	46,793.98
Amex (Counts) (deleted)	5,734.35
Capital One QS (Counts)	2,484.52
Citi Master Card	12,509.72
Total Credit Cards	\$67,522.57
Other Current Liabilities	
0 Payable	0.00
Allied Financial Line of Credit (deleted)	323,431.92
Payroll Liabilities	
941 - Income Tax	0.00
Child Support	0.00
F.I.C.A - MC EE	0.00
F.I.C.A - SS EE	0.00
GA SIT	0.00
Total Payroll Liabilities	0.00
PowerPlan	326.31
Sales Tax Agency Payable	0.00
Sales Tax Payable	0.00
Total Other Current Liabilities	\$323,758.23
Total Current Liabilities	\$414,393.82
Long-Term Liabilities	
Buyout-JT (deleted)	12,015.25
Heritage Bank - SBA-8265	364,098.60
Loans From Shareholders	0.00
N/P WE dump Trailer (deleted)	11,247.51
N/P - 2016 CMXFHE	19,303.11
N/P - 2018 T250 Van8	27,794.87
N/P - Western Equip7 - PumpFL (deleted)	37,586.10
N/P - 2018 F250 diesel	47,623.96
N/P - 2019 T250 Van9	36,198.23
N/P - Bobcat	42,504.99
N/P - F150 2016 (deleted)	6,246.08
N/P - F250 - (f2) (deleted)	17,757.35
N/P - F5 (deleted)	10,767.42

Talon Property Services, LLC

Balance Sheet

As of December 31, 2019

	TOTAL
N/P - F6 (deleted)	9,440.38
N/P - Ford 2015CMX (deleted)	7,361.10
N/P - Ford 2018T250 - Cac1 (deleted)	24,833.39
N/P - Ford 2018T250 cac2 (deleted)	24,488.50
N/P - Ford 2018T250-4 (deleted)	22,424.13
N/P - Ford Eco1	34,760.74
N/P - Ford Eco2	35,102.21
N/P - Ford V1 (deleted)	16,598.08
N/P - Ford V2 (deleted)	16,418.28
N/P - Ford V3 (deleted)	13,918.52
N/P - John Deere 2 (deleted)	6,643.72
N/P - See Snake (deleted)	1,136.43
N/P - T8 (deleted)	9,144.66
N/P - TB216R Takeuchi	29,735.02
N/P - U1 Ford 2017F250	27,148.36
N/P - WE propress n cam (deleted)	15,208.63
N/P - WE Small Cams (deleted)	20,082.60
N/P - Western Equip10 NQR IZ (deleted)	1,032.20
N/P - Western Equip11 - Trailers (deleted)	19,422.66
N/P - Western Equip4 FL (deleted)	13,299.71
N/P - Western Equip8 Cat Exc. (deleted)	6,884.57
N/P - Western Equip9 Cam (deleted)	16,161.66
N/P Direct Capital 2013Ram2500 (deleted)	22,244.76
N/P Ford 2018 Van5	25,913.61
N/P Ford 2018 Van6 (deleted)	26,476.14
N/P Ford Big T (deleted)	13,340.80
TIP Line of Credit	48,026.76
Wachovia Credit Line	33,321.08
Total Long-Term Liabilities	\$1,173,712.17
Total Liabilities	\$1,588,105.99
Equity	
Distributions	-18,003.04
Distributions - CC	-23,596.39
Distributions - JT (deleted)	-55,005.49
Distributions-RH	-17,316.92
Total Distributions	-113,921.84
Opening Bal Equity	0.00
Retained Earnings	7,474.08
Net Income	79,274.22
Total Equity	\$ -27,173.54
TOTAL LIABILITIES AND EQUITY	\$1,560,932.45

Talon Property Services, LLC

Statement of Cash Flows

January - December 2019

	TOTAL
OPERATING ACTIVITIES	
Net Income	79,274.22
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Receivable	-46,332.22
Employee Loan	-1,792.34
Accounts Payable	-10,126.78
American Express	-9,655.11
Amex (Counts) (deleted)	144.32
Capital One QS (Counts)	228.97
Citi Master Card	716.28
0 Payable	0.00
Allied Financial Line of Credit (deleted)	38,030.74
Payroll Liabilities:941 - Income Tax	0.00
Payroll Liabilities:Child Support	0.00
Payroll Liabilities:F.I.C.A - MC EE	0.00
Payroll Liabilities:F.I.C.A - SS EE	0.00
Payroll Liabilities:GA SIT	0.00
PowerPlan	326.31
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-28,459.83
Net cash provided by operating activities	\$50,814.39
INVESTING ACTIVITIES	
Acorn	-397.23
Accum Depreciation	269,446.00
Auto & Trucks	-217,789.07
Leasehold Improvements	0.00
Machinery & Equipment	-128,096.23
Software - Talon App	-11,736.84
Accum Amortization	4,998.00
Net cash provided by investing activities	\$ -83,575.37
FINANCING ACTIVITIES	
Buyout-JT (deleted)	-16,521.12
Heritage Bank - SBA-8265	-31,901.40
Loans From Shareholders	-46,194.67
N/P WE dump Trailer (deleted)	11,247.51
N/P - 2016 CMXFHE	19,303.11
N/P - 2018 T250 Van8	27,794.87
N/P - Western Equip5 (deleted)	-4,859.45
N/P - Western Equip7 - PumpFL (deleted)	-15,034.44
N/P - 2018 F250 diesel	47,623.96
N/P - 2019 T250 Van9	36,198.23
N/P - Bobcat	42,504.99
N/P - F150 2016 (deleted)	-7,225.49
N/P - F250 - (f2) (deleted)	-8,645.83

Talon Property Services, LLC

Statement of Cash Flows

January - December 2019

	TOTAL
N/P - F5 (deleted)	-6,792.17
N/P - F6 (deleted)	-5,190.95
N/P - Ford 2015CMX (deleted)	-2,928.85
N/P - Ford 2018T250 - Cac1 (deleted)	-8,258.24
N/P - Ford 2018T250 cac2 (deleted)	-8,090.43
N/P - Ford 2018T250-4 (deleted)	-7,452.92
N/P - Ford Eco1	34,760.74
N/P - Ford Eco2	35,102.21
N/P - Ford V1 (deleted)	-7,936.13
N/P - Ford V2 (deleted)	-7,210.47
N/P - Ford V3 (deleted)	-5,822.98
N/P - John Deere 2 (deleted)	-7,720.16
N/P - T8 (deleted)	-5,225.52
N/P - TB216R Takeuchi	29,735.02
N/P - U1 Ford 2017F250	-7,372.70
N/P - WE propress n cam (deleted)	15,208.63
N/P - WE Small Cams (deleted)	20,082.60
N/P - Western Equip10 NQR IZ (deleted)	-11,161.00
N/P - Western Equip11 - Trailers (deleted)	-8,602.48
N/P - Western Equip2 (deleted)	-1,629.43
N/P - Western Equip3 (deleted)	-12,347.76
N/P - Western Equip4 FL (deleted)	-8,666.81
N/P - Western Equip8 Cat Exc. (deleted)	-7,510.44
N/P - Western Equip9 Cam (deleted)	-7,182.96
N/P Direct Capital 2013Ram2500 (deleted)	-10,353.95
N/P Ford 2018 Van5	-7,862.02
N/P Ford 2018 Van6 (deleted)	-8,032.70
N/P Ford Big T (deleted)	-7,146.03
TIP Line of Credit	491.77
Wachovia Credit Line	7,957.09
Distributions:Distributions - CC	-11,944.46
Distributions:Distributions - JT (deleted)	-1,501.92
Distributions:Distributions-RH	69,653.15
Retained Earnings	12,830.26
Net cash provided by financing activities	\$96,168.26
NET CASH INCREASE FOR PERIOD	\$63,407.28
Cash at beginning of period	1,060.71
CASH AT END OF PERIOD	\$64,467.99

Talon Property Services, LLC

Profit and Loss

January - December 2019

	TOTAL
Income	
Fees	1,816.29
Reimbursed Expenses	325,568.06
Returned Check Charges	-35.00
Sales	488.12
Services	3,501,415.65
Uncategorized Income	91,874.72
Total Income	\$3,921,127.84
Cost of Goods Sold	
Day Labor	1,867.75
Materials Used	695,423.95
Total Cost of Goods Sold	\$697,291.70
GROSS PROFIT	\$3,223,836.14
Expenses	
Advertisement	6,202.57
Amortization Expense	4,998.00
Automobile Expense	107,629.27
Fuel	161,339.99
Registration and Tags	4,593.08
Traffic Violations	461.50
Total Automobile Expense	274,023.84
Bad Debt Expense	267.73
Bank Service Charges	837.50
Credit Card Processing	1,335.16
NSF Fee	70.00
Wire Charge	605.00
Total Bank Service Charges	2,847.66
Charitable Contributions	2,500.00
Consulting	12,515.00
Depreciation Expense	271,194.00
Dues and Subscriptions	14,513.46
Dump Fee	5,237.34
Equipment Rental	29,178.88
Fines	2,426.77
Freight	238.76
Insurance	2,123.72
Automobile Insurance	75,604.07
Health Insurance	41,007.29
Dental	4,354.96
Total Health Insurance	45,362.25

Talon Property Services, LLC

Profit and Loss

January - December 2019

	TOTAL
Liability Insurance	73,573.50
Work Comp	68,841.80
Total Insurance	265,505.34
Interest Expense	114,197.56
Finance Charge	7,087.19
Total Interest Expense	121,284.75
Licenses and Permits	1,757.85
Medical	1,463.70
Meetings & Seminars	682.03
Miscellaneous	76.40
Office Expense	25,275.92
Uniforms	9,489.10
Total Office Expense	34,765.02
Payroll Expenses	
Admin Fees	9,052.47
Company Contributions	4,800.00
F.I.C.A - MC ER	23,423.17
F.I.C.A. SS ER	100,152.90
FUTA (940)	3,311.85
Gross Wages	1,645,177.16
PEO Gross Wages (deleted)	
Subcontract Costs	79,906.15
SUTA - FL	2,711.41
SUTA - GA	18,535.34
Total Payroll Expenses	1,887,070.45
Permit Fees	7,385.22
Postage and Delivery	1,001.53
Professional Development	4,058.16
Professional Fees	7,186.86
Accounting	2,900.00
Legal Fees	1,839.50
Total Professional Fees	11,926.36
Promotion	10,796.14
Reconciliation Discrepancies	-8.28
Recruiting	8,607.64
Rent	29,222.22
Repairs	252.41
Building Repairs	16,679.28
Computer Repairs	747.84
Equipment Repairs	36,291.42
Total Repairs	53,970.95

Talon Property Services, LLC

Profit and Loss

January - December 2019

	TOTAL
Safety	4,626.61
Security	710.62
Small Tools & Supplies	3,878.74
Taxes	2,358.60
Local	7,971.15
Payroll Tax	4,733.09
Sles Tax	18.77
Total Taxes	15,081.61
Telephone	1,144.30
Answering Service	9,384.57
Mobile	12,786.06
Radio	73.08
Total Telephone	23,388.01
Travel & Ent	
Meals	6,565.02
Travel	9,701.97
Total Travel & Ent	16,266.99
Utilities	6,529.82
Gas and Electric	7,391.17
Sanitation	4,140.02
Water	1,190.68
Total Utilities	19,251.69
Total Expenses	\$3,148,913.76
NET OPERATING INCOME	\$74,922.38
Other Income	
Insurance Reimbursement	3,690.00
Other Income	74.70
Total Other Income	\$3,764.70
Other Expenses	
Reconciliation Discrepancies-1	-587.14
Total Other Expenses	\$ -587.14
NET OTHER INCOME	\$4,351.84
NET INCOME	\$79,274.22

Section 3.13(b) – Excluded Accounts Receivable

None.

Section 3.14 – Contracts and Commitments

- (a) Contract for Plumbing Services between Talon Plumbing and Decatur Housing Authority dated November 1, 2021;

Contract Agreement between Talon Property Services and Fulton County, Georgia (Contract No. 18ITB113489C-BKJ, Standby Plumbing Repairs) dated January 1, 2019, as renewed in ordinary course. The Company did not receive formal renewal notice for 2022, however still receives regular calls pursuant to the Agreement.

Notice of Award Letter – BL109-18, Provision of Plumbing Repair, Maintenance, and Installation Services on an Annual Contract; GCID #20181650, dated December 19, 2018 to Talon Property Services, LLC from Gwinnett County, Georgia, as renewed by that certain Renewal Notice letter dated December 15, 2020, and that certain Renewal Notice letter dated September 21, 2021.

Notice of Award Letter – AQ015-22, On-call Plumbing Services on an Annual Contract dated April 4, 2022 to Talon Property Services, LLC from City of Lawrenceville, Georgia.

- (b) Approximately two (2) years prior to the date hereof, the Company changed its form Employment Agreement to include restrictive covenants and substantially all employees hired since such time executed such Employment Agreement with the Company, a form of which has been provided to Buyer.

- (c) Contract for Plumbing Services between Talon Plumbing and Decatur Housing Authority dated November 1, 2021;

Contract Agreement between Talon Property Services and Fulton County, Georgia (Contract No. 18ITB113489C-BKJ, Standby Plumbing Repairs) dated January 1, 2019, as renewed in ordinary course. The Company did not receive formal renewal notice for 2022, however still receives regular calls pursuant to the Agreement.

Notice of Award Letter – BL109-18, Provision of Plumbing Repair, Maintenance, and Installation Services on an Annual Contract; GCID #20181650, dated December 19, 2018 to Talon Property Services, LLC from Gwinnett County, Georgia, as renewed by that certain Renewal Notice letter dated December 15, 2020, and that certain Renewal Notice letter dated September 21, 2021.

Notice of Award Letter – AQ015-22, On-call Plumbing Services on an Annual Contract dated April 4, 2022 to Talon Property Services, LLC from City of Lawrenceville, Georgia.

- (d) None.
- (e) The Work in Progress is hereby incorporated herein by reference.

Section 3.15(b) – Environmental Matters (or Environmental Permits)

The Company's certification as a Georgia Approved Septic Tank Pumper Company has not been completed for the year 2022. Certain employees hold individual pumping credentials to perform services to the Business.

Section 3.15(d) – Environmental Matters (or Excluded Liabilities)

None.

Section 3.16(a) – Customers and Suppliers; Material Customers

See attachment.

The Company regularly competes in the bidding process for municipality and government contracts, which are not guaranteed to renew and may not be assignable. The Notice of Award Letter – BL109-18, Provision of Plumbing Repair, Maintenance, and Installation Services on an Annual Contract; GCID #20181650, dated December 19, 2018 to Talon Property Services, LLC from Gwinnett County, Georgia, as renewed by that certain Renewal Notice letter dated December 15, 2020, and that certain Renewal Notice letter dated September 21, 2021 expires at the end of 2022 and will be subject to an open bid submission process in ordinary course.

Talon Property Services, LLC

Income by Customer Summary

July 2021 - June 2022

	<u>Income</u>
Summit Avondale Apartments	20,464.15
Bermuda Lakes	21,280.10
Maple Lake Apartments	21,538.54
Mobley Park Apartments	21,627.65
Avana Coachman	21,837.07
Elliot on Abernathy Apartments	21,960.72
The Hills at East Cobb	21,996.82
3200 LENOX	22,645.15
Cambridge Woods	23,133.33
Forest Park Apts.	23,992.50
The Vue at Harwell	24,464.84
Notting Hill	24,670.00
Dennis Property Management	25,113.30
The Arbors at Greynolds Park	25,528.35
Gardens at Camp Creek Apartments	26,307.62
Bradford Ridge Apartments	27,595.30
Anthem	28,276.37
Crossings at 66th	29,699.19
City of Lawrenceville TAX EXEMPT	30,166.20
Kanga Property Management	30,321.79
The Boot Ranch	32,644.34
Streetlane - FL	34,997.69
Hidden Woods Apartments	36,487.13
Tall Oaks Apartments & Villas	40,937.89
First Washington c/o Vireo Group	41,055.00
Fulton County Government	41,304.53
Inlet Bay at Gateway	44,617.09

Jackson Heights Apartments	47,346.75
Marisol Vista	51,350.01
Evernest	56,720.03
Bay Cove	70,403.05
Divvy Homes	74,022.83
Decatur Housing Authority	74,459.92
Lakewood Place	86,539.81
Cypress Winds Apartments	100,515.02
Sabal Palms	120,402.53
Site Centers Corp.	138,704.40
Streetlane Homes	149,632.68
Silver Oak Apartments	157,876.85
First Key Homes	173,406.27
Four Lakes at Clearwater	177,945.60
Gwinnett County Fire Department TAX EXEMPT	231,471.67
Gwinnett County Treasury Division TAX EXEMPT	280,704.24
First Key Homes - Tampa	291,705.40
Lakeview at Palm Harbor	404,453.39
HavenBrook Homes - GA	505,312.31
First Key Homes- GA	528,524.07
Progress Residential	710,690.67
TOTAL	\$ 5,196,850.16

Section 3.16(b) – Customers and Suppliers; Material Suppliers

1. The Home Depot
2. Cowan Plumbing Supply
3. HydroLogix Inc.
4. Ferguson, LLC
5. Southern Pipe & Supply Co.

Section 3.17 – Permits

1. General Business License, City of Atlanta, License Number LGB-176407-2020, expires December 31, 2022. This license is not transferrable.
2. Employees of the Company hold certain professional licensure related to their performance of services for the Company and qualify the Company to operate the Business (which licenses are personal and not transferrable to the Company or Buyer), including, but not limited to:
 - a. Robert Heller qualifies the Business in Georgia through his Master Plumber – Non-Restricted Professional License, State of Georgia, License Number MP210667, expires November 30, 2022.
 - b. Chris Counts qualifies the Business in Florida through his Certified Plumbing Contractor License, State of Florida, License Number CFC1430915, expires August 31, 2022. .
3. The Company regularly holds job-specific municipality permits which are not transferrable and short term in nature.

Section 3.19(a) – Real Property; Leased Real Property

None.

Section 3.19(b) – Real Property; Owned Real Property

The following real property locations, which will be leased by Buyer after Closing:

1. 730 Pryor Street SW, Atlanta, GA 30315, owned by Talon Property Services, LLC, a Georgia limited liability company
2. 711 Pinellas Street, Clearwater, FL 33756, owned by Talon Property Services, LLC, a Georgia limited liability company

Section 3.20 – Employment Matters

Employee Name	Position	Months of Service	Years of Service	Employee State	Employee ZIP	Pay Type	Talon's Benefits	Workers' Comp Status	Performance Date
Ayala, Ruben	Tech	1	0.08	Florida	33647	Hourly	NO	Active	09/20/2022
Biondo, Anthony	Tech	4	0.33	Florida	33853	Hourly	NO	Active	06/28/2022
Brown, Richard P	Tech	25	2.08	Georgia	30002	Hourly	YES	Active	06/29/2023
Brown, Robert L	Tech	19	1.58	Georgia	30294	Hourly	YES	Active	12/14/2022
Campbell, Clewon	Laborer	7	0.58	Georgia	30349	Hourly	NO	Active	03/06/2022
Carlile, Vallon	Admin	59	4.92	Georgia	30122	Hourly	YES	Active	08/14/2022
Castano, Diego	Tech	68	5.67	Florida	34690	Hourly	YES	Active	11/23/2022
Chavez Torres, Esperanza	Admin	3	0.25	Georgia	30052	Hourly	NO	Active	07/12/2022
Cooper, Vincent	Tech	6	0.5	Georgia	30281	Hourly	NO	Active	04/31/2022
Corsino, Rafael	Tech	9	0.75	Georgia	30043	Hourly	NO	Active	10/07/2022
Counts, Christopher	Owner	83	6.92	Florida	34685	Salaried	NO	Active	
Cravens, Matt	Tech	6	0.5	Georgia	30102	Hourly	NO	Active	01/06/2023
Davis, Tony	Laborer	2	0.17	Georgia	30067	Hourly	NO	Active	08/16/2022
Doran, Chey I	Tech	2	0.17	Georgia	30067	Hourly	NO	Active	08/09/2022
Forrester-Haynes, Pia	Admin	72	6	Georgia	30315	Salaried	YES	Active	09/25/2022
Fraysur, Christoffer	Admin	12	1	Florida	34683	Salaried	YES	Active	07/05/2022
Fraysur, Jakob	Laborer	12	1	Florida	34983	Hourly	YES	Active	
Gee, Timothy	Tech	29	2.42	Florida	34683	Hourly	YES	Active	02/03/2023
Giloy, Dylan	Tech	0	0	Florida	33714	Hourly	NO	Inactive	10/25/2022
Grice, Jevon K	Tech	44	3.67	Georgia	30340	Hourly	YES	Active	11/23/2022
Guerrero, Teresa	Admin	73	6.08	Georgia	30078	Salaried	NO	Active	
Gunn, Roby F	Tech	20	1.67	Georgia	30024	Hourly	YES	Active	11/05/2022
Hamill, Yvonne	Admin	4	0.33	Georgia	30103	Hourly	YES	Active	03/21/2023
Haynes, Jasmin	Admin	24	2	Georgia	31907	Hourly	YES	Active	07/13/2022
Heller, Robert	Owner	193	16.08	Georgia	30084	Salaried	YES	Active	
Holeman, Melissa	Admin	34	2.83	Florida	33709	Salaried	YES	Active	09/19/2022
Jenkins, Horace	Tech	8	0.67	Georgia	30331	Hourly	NO	Active	11/17/2022
Kipp, Handel	Tech	72	6	Georgia	30014	Salaried	YES	Active	07/26/2022
Lashley, Johnathan	Tech	13	1.08	Georgia	30310	Hourly	YES	Active	06/03/2023
Martin, Brandi	Admin	34	2.83	Georgia	30034	Hourly	YES	Active	09/18/2022
Martin, Kevin	Tech	52	4.33	Georgia	30034	Hourly	YES	Active	03/29/2023
McCall, Charles R	Tech	18	1.5	Georgia	30092	Hourly	NO	Active	01/25/2023
McQuay, David	Tech	12	1	Florida	33611	Hourly	YES	Active	07/26/2022
McQueen, Charles	Tech	9	0.75	Georgia	30274	Hourly	NO	Active	10/04/2022
Michaeli, Zurab	Tech	12	1	Georgia	30068	Hourly	YES	Active	07/21/2022
Mills Jr, Antonio	Tech	31	2.58	Georgia	30332	Hourly	YES	Active	12/17/2022
Mills, Antonio T	Tech	47	3.92	Georgia	30032	Hourly	YES	Active	08/03/2022
Moss, Jeremy	Laborer	1	0.08	Georgia	30032	Hourly	NO	Active	09/27/2022
Phillips, Kimberly M	Admin	14	1.17	Georgia	30605	Hourly	YES	Active	05/17/2023
Purcell, Jacob	Tech	12	1	Florida	34668	Hourly	YES	Active	07/12/2022
Rehn, Raymond E	Tech	15	1.25	Florida	33770	Hourly	YES	Active	04/05/2023
Reid, Gregory	Tech	64	5.33	Georgia	30310	Hourly	YES	Active	03/13/2023
Resti, Frank	Admin	33	2.75	Florida	33756	Salaried	YES	Active	10/14/2022
Robles, Joaquin	Tech	9	0.75	California	91103	Hourly	NO	Active	10/11/2022
Rufin, Margaux E	Admin	2	0.17	Florida	33709	Hourly	NO	Active	08/31/2022
Sampson, Dustin	Laborer	6	0.5	Georgia	30093	Hourly	NO	Active	01/03/2023
Sarfo, Jessica	Admin	2	0.17	Georgia	30316	Hourly	NO	Active	08/31/2022
Shope, Richard	Admin	11	0.92	Georgia	30281	Salaried	YES	Active	08/30/2022
Shulaw, William D	Tech	17	1.42	Florida	33635	Hourly	YES	Active	02/09/2023
Shutt, Catherine E	HR	10	0.83	Florida	33707	Salaried	YES	Active	09/07/2022
Stewart, Derric	Admin	4	0.33	Georgia	30236	Hourly	NO	Active	06/15/2022
Taylor, David	Tech	74	6.17	Georgia	30233	Hourly	YES	Active	05/13/2023
Taylor, Kary K	Tech	16	1.33	Georgia	30315	Hourly	YES	Active	03/04/2023
Williams, Nathan A	Tech	2	0.17	Florida	33812	Hourly	NO	Active	08/10/2022
Wood, Amanda	Admin	5	0.42	Florida	33776	Hourly	NO	Active	05/14/2022

Employee Benefits provided by the Company:

1. Apprentice Training through Interplay Learning
2. Tool Purchase Program

3. Truck Stock for common job materials
4. Expense reimbursement for necessary, job-specific expenditures
5. Talon Credit and Loans
6. Personal Time Off for Full Time Employees only, which includes sick days and vacation
7. Paid Time and Half for Hourly Workers on delineated holidays
8. Paid Time Off for Salary Workers on delineated holidays
9. Employee Paid Drive Time (see page 34 of Employee Handbook)
10. Health Insurance through Cigna
11. Dental, Vision, Accident, Critical and Voluntary Life Insurance through Principal to Full-Time Employees
12. \$15,000 Group Term Life Insurance to all Full-Time Employees
13. License Sponsorships for management-approved employees

Section 3.21 – Seller Systems

None.

Section 5.8 – Employment

None.

[End of Disclosure Schedules.]

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