

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of October 31, 2024, is entered into between All Liquid Environmental Service LLC d/b/a Johnson Environmental Services, a Florida limited liability company ("**Seller**"), Al Panzarella ("**Panzarella**"), Estate of Matthew E. Morrall, and Padric O'Brien (collectively with Panzarella, the "**Owners**") and Blerman LLC, a Florida limited liability company ("**Buyer**"). Capitalized terms used in this Agreement have the meanings given to such terms herein, as such definitions are identified by the cross-references set forth in Exhibit A attached hereto.

RECITALS

WHEREAS, Seller is engaged in the business of the collection, transportation, processing, recycling, reclamation and disposal of non-hazardous liquid wastes and cleaning, servicing, maintaining and repairing lift stations (including any other business in which Seller currently engages, the "**Business**"); and

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

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

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including the following:

(a) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories ("**Inventory**");

(b) all Contracts (the "**Assigned Contracts**") set forth on Section 1.01(d) of the disclosure schedules attached hereto (the "**Disclosure Schedules**"). The term "**Contracts**" means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements, whether written or oral;

(c) all fixtures, equipment, machinery, tools, vehicles, supplies, computers, telephones and telephone numbers, and other tangible personal property, other than Seller's furniture and copier (the "**Tangible Personal Property**");

(d) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, and fees (including any such item relating to the payment of Taxes);

(e) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets;

(f) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets, or the Assumed Liabilities;

(g) the d/b/a Johnson Environmental Services;

(h) originals or, where not available, copies, of all books and records, 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 federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction (collectively, "**Governmental Authority**")), sales material and records, strategic plans and marketing, and promotional surveys, material, and research ("**Books and Records**"); and

(i) all goodwill and the going concern value of the Purchased Assets and the Business.

Section 1.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the assets, properties, and rights specifically set forth on Section 1.02 of the Disclosure Schedules (collectively, the "**Excluded Assets**").

Section 1.03 Assumed Liabilities.

(a) Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform, and discharge only the following Liabilities of Seller (collectively, the "**Assumed Liabilities**"), and no other Liabilities:

(i) all trade accounts payable of Seller to third parties in connection with the Business that remain unpaid and are not delinquent as of the Closing Date;

(ii) all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business, and do not relate to any failure to perform, improper performance, warranty, or other breach, default, or violation by Seller on or prior to the Closing; and

(iii) those Liabilities of Seller set forth on Section 1.03(a)(iii) of the Disclosure Schedules.

For purposes of this Agreement, "**Liabilities**" means liabilities, obligations, or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise.

(b) Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform, or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "**Excluded Liabilities**"). For purposes of this Agreement: (i) "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; and (ii) the term "**control**" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets shall be [REDACTED] (the "**Purchase Price**"), plus the assumption of the Assumed Liabilities. Buyer shall pay [REDACTED] of the Purchase Price by wire transfer to Seller of immediately available funds in accordance with the wire transfer instructions set forth on Section 1.04 of the Disclosure Schedules and the remaining [REDACTED] of the Purchase Price shall be funded by a Seller note, in the form attached hereto as **Exhibit A** (the "**Seller Note**") as secured by the personal guarantees of the Buyer's principals as set forth in the Seller Note. Any indebtedness of Seller existing as of the Closing Date shall be paid as of such Closing Date by Buyer directly to the appropriate parties and Buyer shall reduce the ultimate amount of the Purchase Price payable to Seller by such amount.

Section 1.05 Allocation of Purchase Price. The Purchase Price and the Assumed Liabilities shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule set forth on Section 1.05 of the Disclosure Schedules (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Seller shall file all returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund) ("**Tax Returns**") in a manner consistent with the Allocation Schedule.

Section 1.06 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer may be required to deduct and withhold under any provision of Tax Law. All such withheld amounts shall be treated as delivered to Seller hereunder.

Section 1.07 Third-Party Consents. To the extent that Seller's rights under any Purchased Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly

as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by Law and the Purchased Asset, shall act after the Closing as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer.

ARTICLE II CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of C. Christian Sautter, Esq., Seiler, Sautter, Zaden, Rimes & Wahlbrink, PLLC, 2850 North Andrews Avenue, Ft. Lauderdale, FL 33311 or remotely by exchange of documents and signatures (or their electronic counterparts), at 9 am EST, simultaneously with the execution of this Agreement, or at such other time or place or in such other manner as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**."

Section 2.02 Closing Deliverables.

- (a) At the Closing, Seller shall deliver to Buyer the following:
- (i) a bill of sale in the form of **Exhibit B** attached hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to Buyer;
 - (ii) an assignment and assumption agreement in the form of **Exhibit C** attached hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;
 - (iii) a lease agreement in the form of **Exhibit D** attached hereto (the "**Lease**") and duly executed by Seller with respect to the premises in which the Purchased Assets are located;
 - (iv) a certificate of the Secretary (or equivalent officer) of Seller certifying as to (A) the resolutions of the board of managers and the members of Seller, which authorize the execution, delivery, and performance of this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, and the other agreements, instruments, and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the "**Transaction Documents**") and the consummation of the transactions contemplated hereby and thereby, and (B) the names and signatures of the officers of Seller authorized to sign this Agreement and the other Transaction Documents;

- (v) pay-off letters with respect to all debt of Seller; and
 - (vi) such other customary instruments of transfer or assumption, filings, or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement.
- (b) At the Closing, Buyer shall deliver to Seller the following:
- (i) the Purchase Price (less any amounts which may be withheld for outstanding Tax Liabilities);
 - (ii) the Assignment and Assumption Agreement duly executed by Buyer;
 - (iii) the Lease duly executed by Buyer; and
 - (iv) The Seller Note duly executed by Buyer, along with the personal guaranties therein duly executed by the Buyer's principals;
 - (v) a certificate of the Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the board of managers of Buyer, which authorize the execution, delivery, and performance of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the other Transaction Documents.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller and the Owners represent and warrant to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller and Enforceability and Ownership. Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Florida. 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. Each Owner that is an individual has full legal capacity, and any Owner that is not an individual has full capacity, to enter into this Agreement and the other Transaction Documents to which he or it is a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document 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, manager, and member action on the part of Seller. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Seller and the Owners enforceable against each

of them in accordance with their respective terms. Al Panzarella (holding a 50% ownership interest), the Estate of Matthew E. Morrall (holding a 25% ownership interest), and Padric O'Brien (holding a 25% ownership interest), are the sole equity holders of Seller and own such equity interests free and clear of all Liens, restrictions and claims of any kind. There are no options, warrants, convertible securities, exchangeable securities, subscription rights, conversion rights, exchange rights, or other contracts that could require Seller to issue any equity interests. No individual or entity other than the Owners has any right to approve, vote for, veto or consent to a sale of substantially all of the assets of Seller. Seller does not own, directly or indirectly, any outstanding voting securities of or other interests in, nor does Seller control, any other corporation, partnership, limited liability company, joint venture or other entity.

Section 3.02 No Conflicts or Consents. The execution, delivery, and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, operating agreement, or other governing documents of Seller; (b) violate or conflict with any provision of any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, or rule of law of any Governmental Authority (collectively, "**Law**") or any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any Governmental Authority ("**Governmental Order**") applicable to Seller, the Business, or the Purchased Assets; (c) require the consent, notice, declaration, or filing with or other action by any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity ("**Person**") or require any permit, license, or Governmental Order; (d) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel any Contract to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (e) result in the creation or imposition of any charge, claim, pledge, equitable interest, lien, security interest, restriction of any kind, or other encumbrance ("**Encumbrance**") on the Purchased Assets.

Section 3.03 Financial Statements. Complete copies of the internally generated financial statements consisting of the balance sheet of the Business as at December 31, 2023 and December 31, 2022, and the related statements of income and retained earnings, members' equity, and cash flow for the years then ended, and the internally generated balance sheet for the nine (9) months ended September 30, 2024, and the related statements of income and retained earnings, members' equity and cash flow for the nine (9) months then ended (the "**Financial Statements**") have been delivered to Buyer. The Financial Statements have been prepared in accordance with generally accepted accounting principles in effect in the United States from time to time, applied on a consistent basis throughout the period involved. The Financial Statements are based on the books and records of the Seller and fairly present in all material respects the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of December 31, 2023 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**".

Section 3.04 Undisclosed Liabilities. Seller has no Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against in the Balance

Sheet as of the Balance Sheet Date, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

Section 3.05 Absence of Certain Changes, Events, and Conditions. Since the Balance Sheet Date, the Business has been conducted in the ordinary course of business consistent with past practice and there has not been any change, event, condition, or development that is, or could reasonably be expected to be, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise), or assets of the Business; or (b) the value of the Purchased Assets.

Section 3.06 Assigned Contracts. Other than as described below, each Assigned Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. Neither Seller nor, to Seller's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. No event or circumstance has occurred that would constitute an event of default under any Assigned Contract or result in a termination thereof. Complete and correct copies of each Assigned Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been made available to Buyer. There are no disputes pending or threatened under any Assigned Contract. Buyer hereby acknowledges that Seller has disclosed the delinquent terminated customer accounts, and associated collection efforts, for the terminated customers comprehensively described in Section 3.06 of the Disclosure Schedules.

Section 3.07 Title to Purchased Assets. Seller has good and valid title to all the Purchased Assets, free and clear of Encumbrances.

Section 3.08 Condition and Sufficiency of Assets. Each item of Tangible Personal Property is structurally sound, is in good operating condition and repair, and is adequate for the uses to which it is being put, and no item of Tangible Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after 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. None of the Excluded Assets are material to the Business. Seller owns or has the valid and enforceable right to use all intellectual property used or held for use in or necessary for the conduct of the Business as currently conducted or as proposed to be conducted, free and clear of all Encumbrances, and such intellectual property is valid and enforceable, and in full force and effect. The Company has taken all reasonable and necessary steps to maintain and enforce such intellectual property. The conduct of the Business as currently and formerly conducted and as proposed to be conducted has not infringed, misappropriated, or otherwise violated and will not infringe, misappropriate, or otherwise violate the intellectual property or other rights of any Person. No Person has infringed, misappropriated, or otherwise violated any Company Intellectual Property.

Section 3.09 Inventory. All Inventory, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent

with past practice, except for obsolete, damaged, defective, or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established.

Section 3.10 Material Customers. Section 3.10 of the Disclosure Schedules sets forth with respect to the Business (i) each customer who has paid aggregate consideration to Seller for goods or services rendered in an amount greater than or equal to \$50,000 for each of the two (2) most recent fiscal years (collectively, the "**Material Customers**"); and (ii) the amount of consideration paid by each Material Customer during such periods. Seller has not received any notice, and has no reason to believe, that any of the Material Customers has ceased, or intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.

Section 3.11 Legal Proceedings; Governmental Orders.

(a) Except as set forth on Section 3.11 of the Disclosure Schedules,¹ there are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, "**Actions**") pending or, to Seller's knowledge, threatened against or by Seller: (i) relating to or affecting the Business, the Purchased Assets, or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders against, relating to, or affecting the Business or the Purchased Assets.

Section 3.12 Compliance with Laws. Seller is in compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

Section 3.13 Taxes. All Taxes due and owing by Seller have been, or will be, timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller. All Tax Returns with respect to the Business required to be filed by Seller for any tax periods prior to Closing have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete, and correct in all respects and have been prepared in accordance with applicable laws. Seller has withheld and paid all Taxes to the appropriate governmental authority required to have been withheld and paid by it in connection with amounts paid or owing to any employee, independent contractor or other party. The term "**Taxes**" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or

¹ Please indicate specific facts regarding any litigation, the status of such litigation and likely recovery amount or amount in question.

charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

Section 3.14 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Section 3.15 Environmental Matters.

(a) None of the Seller or the Owners have violated or are in violation of any environmental laws governing the Seller's business, operations, properties and assets, including: (i) all requirements relating to the discharge and handling of hazardous substances; (ii) all requirements relating to notice, record keeping and reporting; (iii) all requirements relating to obtaining and maintaining licenses for the ownership and use of all real property owned or used by the Seller and (iv) all applicable writs, orders, judgments, injunctions, governmental communications, decrees, informational requests or demands issued pursuant to, or arising under, any environmental laws.

(b) There are no (and there is no basis for any) non-compliance orders, warning letters or notices of violation, claims, suits, actions, judgments, penalties, fines, or administrative or judicial investigations of any nature or proceedings pending or, to the Knowledge of the Seller, threatened against or involving Seller, or its business, operations, properties or assets issued by any governmental authority or third party with respect to any environmental laws or any license, certificate, permit, approval, decree or registration required under the environmental laws issued to Seller or any Owner.

(c) None of the Seller or any Owner nor any of their Affiliates has at any time discharged, nor has any such party at any time allowed or arranged for any third party to discharge, hazardous substances to, at or upon: (i) any location other than a site lawfully permitted to receive such hazardous substances; (ii) any parcel of real property owned, used or leased at any time by Seller or any Owner, except in compliance with applicable environmental laws; or (iii) any site which, pursuant to CERCLA or any similar state law, has been placed on the National Priorities List or its state equivalent, or as to which the Environmental Protection Agency or any relevant state agency has notified Seller or any Owner that it has proposed or is proposing to place on the National Priorities List or its state equivalent. There has not occurred, nor is there presently occurring, a discharge or threatened discharge of any hazardous substance on, into or directly beneath the surface of any real property owned, used or leased at any time by Seller.

(d) There have been no (i) environmental audits, assessments or occupational health studies undertaken during the prior five (5) years by any governmental authority or Seller or any Owner (or any Affiliate, agent or representative thereof) relating to or affecting any real property owned, used or leased at any time by Seller; (ii) all ground, water, soil, air or asbestos monitoring undertaken by Seller (or any Affiliate, agent or representative thereof) relating to or affecting the real property owned, used or leased at any time by Seller; (iii) all written communications between Seller (or any Affiliate,

agent or representative thereof), on the one hand, and any governmental authority, on the other hand, arising under or relative to environmental laws, including all warning letters or notices of violation issued to any such parties; and (iv) all outstanding citations issued under OSHA, or similar state or local statutes, laws, ordinances, codes, rules, regulations, orders, rulings or decrees, relating to or affecting Seller or any real property owned, used or leased at any time by Seller.

(e) Notwithstanding any other provision of this Agreement to the contrary, Buyer acknowledges and agrees that that a portion of the customers under the Assigned Contracts shall be subject to the requirements of Remote Telemetry Unit installation, maintenance and operation for Private Sanitary Sewer Pump Stations as promulgated by the Department of Regulatory and Economic Resources Division of Environmental Resources Management (DERM) for Miami-Dade County as described in the RTU Protocol/Guidelines described in Section 3.15 of the Disclosure Schedules.

Section 3.16 Employee Benefit Plans.

(a) Seller has no liability with respect to any plan, arrangement or practice of any Employee Benefit Plans. No Seller or any ERISA Affiliate has ever maintained or contributed to, or had any obligation to contribute to (and no event has occurred and no condition or circumstance exists that could result, directly or indirectly, in any unsatisfied liability (including, without limitation, any indirect, contingent or secondary liability) with respect to) any "employee pension benefit plan," within the meaning of Section 3(2) of ERISA, that is (i) a "multiemployer plan," within the meaning of Section 3(37) of ERISA, or (ii) subject to Section 412 of the Code, or Section 302 or Title IV of ERISA.

(b) With respect to each Employee Benefit Plan: (i) each such Employee Benefit Plan has been established and administered in compliance (both in form and operation) with its terms and with all applicable laws including, without limitation, ERISA, the Code, the Patient Protection and Affordable Care Act of 2010, as amended, the Health Care and Education Reconciliation Act of 2010, the Health Insurance Portability and Accountability Act of 1996, as amended, and all regulations and guidance issued thereunder; (ii) no actions, suits, claims or disputes are pending or threatened against any such Employee Benefit Plan, the trustee or fiduciary of any such Employee Benefit Plan, any Seller Party or any assets of any such Employee Benefit Plan; (iii) no audits, proceedings, claims or demands are pending with any Governmental Authority including, without limitation, the Internal Revenue Service and the Department of Labor; (iv) no "prohibited transaction", within the meaning of ERISA or the Code, or breach of any duty imposed on "fiduciaries" pursuant to ERISA has occurred; and (v) all required or discretionary (in accordance with historical practices) payments, premiums, contributions, reimbursements or accruals for all periods ending prior to or as of the Closing Date shall have been made or properly accrued on Financial Statements or will be properly accrued on the books and records of Seller as of the Closing Date.

(c) Each Employee Benefit Plan intended to be qualified under Section 401(a) of the Code has received an Internal Revenue Service opinion letter or favorable determination letter as to its qualification and has been timely amended to comply with

all applicable laws, and since the date of such opinion letter or determination letter, no event has occurred and no condition or circumstance has existed that resulted or is likely to result in the revocation of any such opinion letter or determination letter. There has been no partial termination of such Employee Benefit Plan within the meaning of Code Section 411(d)(3).

(d) No Employee Benefit Plan obligates any Seller Party to pay separation, severance, termination or similar benefits as a result of any transaction contemplated by this Agreement or solely as a result of a "change of control" (as defined in Section 280G of the Code) and no individual shall accrue or receive any additional benefits, service or accelerated rights to payments of benefits under any Employee Benefit Plan as a result of the actions contemplated by this Agreement.

(e) Seller has no current or future obligations for post-retirement health care benefits (except for coverage mandated by COBRA (as defined below) or any similar state laws). Seller has complied in all material respects with the applicable requirements of COBRA, and will comply with all COBRA obligations arising in connection with the transactions contemplated hereby. Seller is not subject to any liability as a result of any failure to administer or operate any "group health plan" (as defined in COBRA and/or as defined in 45 Code of Federal Regulations Section 160.103) in compliance with COBRA and/or the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, the Patient Protection and Affordable Care Act of 2010, as amended and all applicable regulations promulgated thereunder with respect to such laws. After the Closing Date, Seller shall be solely responsible for complying with all applicable requirements of COBRA, including all applicable employee notice requirements, with respect to all employees and their beneficiaries who lose health benefits as a result of this transaction and with respect to any and all other employees and their beneficiaries who first become eligible for COBRA and/or any similar state law continuation benefits on or before the Closing Date.

(f) For purposes hereof, "**Employee Benefit Plan**" means (i) each "employee benefit plan" (as defined in Section 3(3) of ERISA), and (ii) each other material deferred compensation, equity compensatory arrangement, bonus, medical, welfare, disability, severance or termination pay, insurance or incentive plan, and each other employee benefit plan, program, agreement or arrangement, (whether funded or unfunded, qualified or nonqualified), that has been sponsored, maintained or contributed to or required to be contributed to within the last five (5) years by Seller or by any ERISA Affiliate, for the benefit of any employee, terminated employee, leased employee or former leased employee, director, officer, shareholder or independent contractor of Seller or any ERISA Affiliate. "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended. "**ERISA Affiliate**" means any trade or business, whether or not incorporated, that together with Seller would be deemed a "single employer" within the meaning of Section 4001 of ERISA.

Section 3.17 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement

contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and the Owners that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Florida. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer 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 Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other organizational documents of Buyer; (b) violate or conflict with any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Governmental Order.

Section 4.03 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 4.04 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

ARTICLE V COVENANTS

Section 5.01 Confidentiality. From and after the Closing, Seller and each Owner shall, and shall cause its or his Affiliates to, hold, and shall use its or his reasonable best efforts to cause its, his or their respective managers, directors, officers, employees, consultants, counsel, accountants, and other agents ("**Representatives**") to hold, in confidence any and all

information, whether written or oral, concerning the Business, except to the extent that Seller or any Owner can show that such information: (a) is generally available to and known by the public through no fault of Seller, the Owners, any of their Affiliates, or their Representatives; or (b) is lawfully acquired by Seller, the Owners, any of their Affiliates, or their Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation. If Seller, any Owner or any of their Affiliates or their Representatives are compelled to disclose any information by Governmental Order or Law, Seller or any Owner shall promptly notify Buyer in writing and shall disclose only that portion of such information which is legally required to be disclosed, *provided that* Seller and the Owners shall use reasonable best efforts to obtain as promptly as possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.02 Non-Competition; Non-Solicitation.

(a) Seller and the Owners acknowledge the competitive nature of the Business and accordingly agrees, in connection with the sale of the Purchased Assets, including the goodwill of the Business, which Buyer considers to be a valuable asset, and in exchange for good and valuable consideration, that for a period of five (5) years commencing on the Closing Date (the "**Restricted Period**"), each of Seller and each Owner shall not, and shall not permit any of their Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Business or any other business that Buyer or its Affiliates engage in (the "**Restricted Business**") in the counties of Miami-Dade, Broward and Palm Beach, Florida (the "**Territory**"); (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, director, member, manager, employee, principal, agent, trustee, or consultant; or (iii) cause, induce, or encourage any material actual or prospective client, customer, supplier, or licensor of the Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Business after the Closing), or any other Person who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

(b) During the Restricted Period, Seller and each Owner shall not, and shall not permit any of their Affiliates to, directly or indirectly, hire or solicit any person who is or was employed in the Business during the Restricted Period (or was employed in the Business within six (6) months prior to the Closing Date), or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided that* nothing in this Section 5.02(b) shall prevent Seller, the Owners or any of their Affiliates from hiring (i) any employee whose employment has been terminated by Buyer; or (ii) after one hundred eighty (180) days from the date of termination of employment, any employee whose employment has been terminated by the employee.

(c) Seller acknowledges that a breach or threatened breach of this Section 5.02 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(d) Seller acknowledges that the restrictions contained in this Section 5.02 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 5.02 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction or any Governmental Order, then any court is expressly empowered to reform such covenant in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law or such Governmental Order. The covenants contained in this Section 5.02 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 5.03 Public Announcements. Unless otherwise required by applicable Law, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 5.04 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer. Any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer, or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 5.05 Receivables; Delayed Consents. Excluding any recovery from those delinquent customers described in Section 3.06 existing prior to Closing, which recovered amounts (if any) shall be paid to Seller, from and after the Closing, if Seller or any of its Affiliates receives or collects any funds relating to any Purchased Asset, Seller or its Affiliate shall remit such funds to Buyer within five (5) business days after its receipt thereof. From and after the Closing, if Buyer or its Affiliate receives or collects any funds relating to any Excluded Asset, Buyer or its Affiliate shall remit any such funds to Seller within five (5) business days after its receipt thereof. To the extent any consent needed under any Assigned Contract is not received on the Closing Date, then the parties agree to have Seller continue to operate under or

own the Assigned Contract with Buyer servicing such contract on behalf of Seller, as permitted under the terms of such Assigned Contract until such consent is received, and Seller shall remit all amounts received therefrom immediately and directly to Buyer, without setoff or deductions of any kind whatsoever. Seller and the Owners, who hereby retain the obligation to receive such consents, shall use best efforts to assist in obtaining any such consent that has not been obtained, until such consent is obtained.

Section 5.06 Transfer Taxes. All sales, use, registration, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents, if any, shall be borne and paid by Seller when due. 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).

Section 5.07 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 5.08 Transitional Services. By execution hereof, Panzarella shall consult with Buyer and any of its Affiliates by telephone and during reasonable hours of the work week, in any capacity reasonably requested by Buyer or any of its Affiliates for a period of six (6) months following the Closing to transition the Business to Buyer for no additional consideration, including without limitation, assisting Buyer with any reasonable questions they have or in any calls or meetings reasonably requested or business relationship with any customers or employees transitioned or any issues that may arise with respect to any Purchased Asset.

Section 5.09 Accounts Receivables. To the extent Seller or any Owner engages in any disputes whatsoever regarding any accounts receivable Seller attempts to collect from any customer that Buyer or its Affiliates is or plans to do business with as a result of this transaction or otherwise, then Seller or any Owner shall (i) notify Buyer of such dispute and what actions are being taken in advance and consult with Buyer regarding such actions and shall permit Buyer to be involved and engaged in the dispute process as Buyer reasonably desires in order to manage Buyer's or its Affiliate's business dealings with such customer, and (ii) shall take all reasonable actions to refrain from hindering or impacting the present or future dealings of Buyer or its Affiliates with such customer.

ARTICLE VI INDEMNIFICATION

Section 6.01 Survival. The respective representations and warranties of Seller and Buyer in Article III and Article IV shall survive the Closing, but only for the purpose of Section 6.02(a) and Section 6.03(a) and only until the date that is twelve (12) months after the Closing Date *provided* that: (a) the Seller's representations and warranties in Section 3.01 (Organization and Authority of Seller and Enforceability and Ownership), Section 3.07 (Title to Purchased Assets), Section 3.08 (Condition and Sufficiency of Assets), 3.10 (Material Customers), Section 3.13 (Taxes), Section 3.14 (Broker's Fees) Section 3.15 (Environmental Matters), and Section

3.16 (Employee Benefits), (collectively, the "**Seller Fundamental Reps**") and Buyer's representations and warranties in Section 4.1 (Entity Organization, Status, Authorization and Enforceability) and Section 4.4 (Broker's Fees) (collectively, the "**Buyer Fundamental Reps**" and together with the Company Fundamental Reps, the "**Fundamental Reps**") shall survive indefinitely or, if applicable, until the applicable statute of limitations has run (including any valid extension thereof). All covenants to be performed or complied with after the Closing by any party hereto, if any, shall survive in accordance with their terms. Neither Buyer or Seller shall have any liability whatsoever with respect to any representation or warranty unless the Indemnified Party delivers to the Indemnifying Party a claim certificate pursuant to the terms hereof prior to the expiration of the applicable survival period for such representation and warranty (each such indemnification claim that is timely submitted and set forth in a claim certificate is an "**Indemnification Claim**"), in which case such representation and warranty shall survive as to such Indemnification Claim until such Indemnification Claim has been finally resolved pursuant to the terms hereof.

Section 6.02 Indemnification by Seller. Subject to the other terms and conditions of this ARTICLE VI, from and after Closing, Seller and each Owner, jointly and severally, shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, any and all losses, claims, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, or with respect to:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller or any Owner contained in this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller or any Owner pursuant to this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto;

(c) any Excluded Asset or any Excluded Liability; or

(d) any Third-Party Claim based upon, resulting from, or arising out of the business, operations, properties, assets, or obligations of Seller or any of its Affiliates conducted, existing, or arising on or prior to the Closing Date. For purposes of this Agreement, "**Third-Party Claim**" means notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing.

Section 6.03 Indemnification by Buyer. Subject to the other terms and conditions of this ARTICLE VI, from and after Closing, Buyer shall indemnify and defend each of Seller and

Panzarella and their respective Affiliates and Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, or with respect to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);
- (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement; or
- (c) any Assumed Liability.

Section 6.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.05 Cumulative Remedies; Setoff. The rights and remedies provided in this ARTICLE VI are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. Notwithstanding anything contained to the contrary herein, any Indemnification Claim against Seller may, at Buyer's option, be setoff, in whole or in part, against the Seller Note and/or the Lease payments in the event such Indemnification Claim results in Losses (defined above) suffered by or incurred or imposed upon the Buyer.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 7.02 Notices. All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

If to Seller/the Owners: Johnson Environmental Services
4600 Powerline Road
Fort Lauderdale, FL 33309
Email: alpanz@johnsones.com
Attention: Al Panzarella

with a copy to: Seiler Sautter Et Al
2850 N Andrews Ave
Fort Lauderdale, FL 33311-2514
Email: csautter@seisau.net
Attention: Chris Sautter

If to Buyer: Blerman, LLC
525 Gator Dr.
Lantana, FL 33462
Email: andrew@raiderrooter.com
Attention: Andrew Bloom

with a copy to: Akerman LLP
201 East Las Olas Blvd., Suite 1800
Ft. Lauderdale, FL 33301
Email: andrea.fisher@akerman.com
Attention: Andrea Fisher, Esq.

Section 7.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party

drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

Section 7.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits, and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 7.08 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Florida, in each case located in the city of Palm Beach and county of Palm Beach, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY

AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 7.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by 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 Agreement.

Execution Copy

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

BUYER:

BLERMAN LLC

By: 

Andrea Bloom, President

SELLER:

All Liquid Environmental Service LLC d/b/a
Johnson Environmental Services, a Florida
limited liability company

By: 

Al Panzarella, President

PANZARELLA:

By: 

Al Panzarella, in his individual capacity

ESTATE OF MATTHEW E. MORRALL

By: _____

Name:

Title:

PADRIC O'BRIEN

By: _____

Padric O'Brien, in his individual capacity

Execution Copy

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

BUYER:

BLERMAN LLC

By: _____
Andrea Bloom, President

SELLER:

All Liquid Environmental Service LLC d/b/a
Johnson Environmental Services, a Florida
limited liability company

DocuSigned by:
By: Albert J. Panzarella
D943357BA5FF40E
Al Panzarella, President

PANZARELLA:

DocuSigned by:
By: Albert J. Panzarella
D943357BA5FF40E
Al Panzarella, in his individual capacity

ESTATE OF MATTHEW E. MORRALL

DocuSigned by:
By: Jewell Morrell
C4F4F4DDB2E94E5
Name: PR
Title:

PADRIC O'BRIEN

Signed by:
By: Padric Kelly O'Brien
483D5FFA8F8D46E
Padric O'Brien, in his individual capacity

Section 1.01(d) of the Disclosure Schedules

Assigned Contracts

[List all Contracts (the "**Assigned Contracts**") that are part of the Purchased Assets. The term "**Contracts**" means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements, whether written or oral.]

https://johnsonenvironmental-my.sharepoint.com/:f:/g/personal/delmy_johnsones_com/EnMn3T PH_ZxHnHBbuj6L6bsBbA2fWQafHTU_TAuXJpuLMw?e=dTIBZy

All customer files e mailed via Microsoft file share to Andrew Bloom, above on October 7, 2024.

Section 3.10 of the Disclosure Schedules

Material Customers

[Section 3.10 of the Disclosure Schedules sets forth with respect to the Business (i) each customer who has paid aggregate consideration to Seller for goods or services rendered in an amount greater than or equal to _____ for each of the two (2) most recent fiscal years (collectively, the "Material Customers"); and (ii) the amount of consideration paid by each Material Customer during such periods. Seller has not received any notice, and has no reason to believe, that any of the Material Customers has ceased, or intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.]

2023		
Customer Type	Indicative Revenue	% of sum
MIAMI DADE SOLID WASTE MNGT		24%
SEMINOLE HARD ROCK CASINO		22%
ARLEN HOUSE EAST CONDO ASSOC.		16%
SCHOOL BOARD BROWARD CO.		13%
SUNSET GARDEN RENTAL APTS		5%
FLAPAN LLC D/B/A PANERA BREAD LLC		4%
LENNAR HOMES LLC		4%
NOVA SOUTHEASTERN UNIVERSITY		4%
TOWN OF PEMBROKE PARK		4%
ADVANCED ROOFING		3%

Total		
1/1/2024-9/30/2024		
Customer Type	Indicative Revenue	% of sum
		35%
SEMINOLE HARD ROCK CASINO		18%
SCHOOL BOARD BROWARD CO. MIAMI DADE HOUSING A/P DEPT		8%

FLAPAN LLC D/B/A PANERA BREAD LLC	7%
NOVA SOUTHEASTERN UNIVERSITY	6%
CITY OF FORT LAUDERDALE	6%
MIAMI DADE SOLID WASTE MNGT	5%
RENAISSANCE BOCA RATON	5%
SMITH & WOLLENSKY GDO 55	5%
SEMINOLE CASINO COCONUT CREEK	5%

Total
