Execution Version

ASSET PURCHASE AGREEMENT

by and among

ALLERGY & IMMUNOLGY VIRGINIA, LLC, as Buyer,

and

ALLERGY & IMMUNOLOGY, PLC, as Seller,

and

DR. SAJU S. EAPEN, as Owner

Dated April 18, 2025

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Exhibits to the Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is effective as of April 18, 2025 (the "**Effective Date**") and is made by and among (i) Allergy & Immunology Virginia, LLC, a Virginia limited liability company ("**Buyer**"); (ii) ALLERGY & IMMUNOLOGY, PLC, a Virginia professional limited liability company ("**Seller**"); and (iii) Dr. Saju S. Eapen, an individual resident of the Commonwealth of Virginia ("**Owner**"). Buyer, Seller, and Owner may also be referred to herein individually as a "**Party**" and collectively, as the "**Parties**".

RECITALS

WHEREAS, Seller owns and operates an asthma and allergy medical business in the Roanoke, Virginia, Salem, Virginia, and Lynchburg, Virginia areas, commonly known as "ASTHMA & ALLERGY CENTER" (the "**Business**"); and

WHEREAS, Owner is the sole member and holds 100% of the outstanding equity interests in Seller; and

WHEREAS, Buyer wishes to acquire substantially all of the assets of Seller related to the Business under the terms and conditions set forth herein, and Seller wishes to sell substantially all of the assets of Seller related to the Business to Buyer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and such other consideration as is set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows.

ARTICLE 1
PURCHASE AND SALE

1.1 Transfer and Assumption. At the Closing described in Article 7, Seller shall sell, transfer, assign, convey and deliver actual ownership, title and possession of the Acquired Assets and the Assumed Liabilities to Buyer, as described in greater detail in Sections 2.1 and 2.3, and Buyer shall purchase, assume, and take assignment and delivery of actual ownership, title and possession of the Acquired Assets and the Assumed Liabilities from Seller.

1.2 Purchase Price. In consideration of the sale and transfer to Buyer of Seller's right, title and interest in the Acquired Assets in accordance with and subject to the terms of this Agreement, at the Closing, Buyer shall (a) assume the Assumed Liabilities and (b) pay One Thousand Dollars ($1,000.00) (the "**Purchase Price**") to Seller, which shall be paid by Buyer to Seller in cash by wire transfer of immediately available federal funds in accordance with the wire transfer instructions provided by Seller to Buyer immediately prior to Closing.

1.3 Allocation of Purchase Price. Seller and Buyer agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Acquired Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule (the "**Allocation Schedule**"). A draft of the Allocation Schedule shall be prepared by Buyer and delivered to Seller within ten (10) days following the Closing Date. If Seller notifies Buyer in writing that Seller objects to one or more items reflected in the Allocation Schedule, Seller and Buyer shall negotiate in good faith to resolve such dispute; *provided, however*, that if Seller and Buyer are unable to resolve any dispute with respect to the Allocation Schedule within thirty (30) days following the Closing Date, such dispute shall be submitted for resolution to the office of an impartial nationally recognized firm of independent certified public accountants other than Seller's accountants or Buyer's accountants (the "**Independent Accountant**"). The fees and expenses of such accounting firm shall be borne equally by Seller and Buyer. 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 the Purchase Price pursuant to Section 1.3 herein shall be allocated in a manner consistent with the Allocation Schedule.

1.4 Payment of Purchase Price. In accordance with a statement of funds flow in form and content mutually acceptable to Seller and Buyer ("**Statement of Funds Flow**"), Buyer shall pay the Purchase Price at Closing to Seller as follows:

1.4.1 Third-Party Payments. Payments to third parties by Buyer on behalf of Seller, including payments to creditors in accordance with the Payoff Letters (as defined in Section 7.2), if any, shall be reflected on the Statement of Funds Flow as credits toward Buyer's payment to Seller of the Purchase Price.

1.4.2 Estimated Prepaid Revenue. The total amount of any revenue received by the Seller prior to Closing for goods or services not yet delivered or performed by Closing ("**Prepaid Revenue**") will be a credit toward Buyer's payment to Seller of the Purchase Price. At least three (3) days prior to the Closing, Seller shall deliver to Buyer a good faith estimate of the Prepaid Revenue, which shall be set forth on Section 1.4.2 of the Disclosure Schedules ("**Estimated Prepaid Revenue**"). The Statement of Funds Flow shall include a credit toward Buyer's payment to Seller of the Purchase Price equal to the Estimated Prepaid Revenue.

1.4.3 Cash at Closing. The balance of the Purchase Price by wire transfer to Seller in the amount(s) and in accordance with the wire transfer instructions set forth on the Statement of Funds Flow.

1.5 Withholding. Buyer shall be entitled to deduct and withhold from any payments due under this Agreement the Taxes or other amounts as Buyer is required to deduct and withhold with respect to the making of the payment under the Internal Revenue Code, under any state or local Tax laws, or any other provision of applicable law. To the extent that amounts are withheld by Buyer and appropriately remitted to the applicable governmental authority, the withheld amounts shall be treated as paid to the person in respect of which the deduction and withholding was made.

ARTICLE 2
ASSETS AND LIABILITIES INCLUDED IN AND EXCLUDED FROM SALE

2.1 Acquired Assets. Unless otherwise excluded by this Agreement, the Acquired Assets purchased by Buyer comprise all the assets, properties, privileges and rights of Seller (a) used in or relating to the Business as currently conducted and as conducted as of the Closing, of every type and condition, tangible or intangible, accrued, absolute, contingent, or otherwise, wherever located, whether or not reflected on the Business Records (as defined in Section 2.1.13), and whether expensed or fully depreciated, or (b) located at the Lease Property (as defined in Section 3.16) (collectively, "**Acquired Assets**"), including but not limited to the following:

2.1.1 Equipment, Furniture, and Trade Fixtures. All tangible personal property owned by Seller, and Seller's rights with respect to tangible personal property leased by Seller under an Assumed Contract, including furniture, trade fixtures, equipment, medical equipment, office equipment, computer equipment, computer systems, communications equipment, machinery, equipment operation manuals, and manufacturer's warranties and guarantees with respect to such items, if any, and, to the extent owned by Seller prior to Closing, any furnishings, tenant improvements, blinds, curtains, drapes, floor coverings, and security equipment ("**Equipment**"), including the material Equipment described in Section 2.1.1 of the Disclosure Schedules.

2.1.2 Motor Vehicles. All motor vehicles set forth on Section 2.1.2 of the Disclosure Schedules, which lists the following information for each vehicle: (a) make, (b) model, (c) vehicle identification number and (d) registration number.

2.1.3 Inventory. All items included as "inventory" in the Business Records ("**Inventory**").

2.1.4 Supplies. All janitorial and office supplies and all other operating supplies of the Business.

2.1.5 Accounts Receivable. All accounts receivable, promissory notes, and other amounts owed to Seller prior to Closing and arising in the ordinary course of operating the Business ("**Receivables**"). "Receivables" does not include amounts paid by credit or debit card prior to Closing and pending settlement as of Closing.

2.1.6 Assumed Contracts. All rights under the Contracts (as defined in Section 3.12) listed on Section 2.1.6 of the Disclosure Schedules and the Customer Contracts (as defined in Section 3.12) (collectively, "**Assumed Contracts**").

2.1.7 Prepaid Expenses. All deposits with the Business's vendors, prepaid items, prepaid expenses, and similar amounts paid to other vendors of services or goods for which the Business has not received services or goods in return.

2.1.8 Licenses and Permits. Any of Seller's Permits (as defined in Section 3.20) that are transferable to Buyer, each as listed on Section 3.20 of the Disclosure Schedules.

2.1.9 Intellectual Property. All current and future rights in copyrights and copyrightable work (including website content, software code, manuals, and policies), trade secrets, know-how, trademarks and service marks (together with all goodwill associated with the marks), logos, symbols, domain names, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including any applications or registrations to any of the foregoing, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing ("**Intellectual Property**") that are owned or purported to be owned by Seller ("**IP Assets**"), including, without limitation, (a) all rights held by Seller to the Business name "ASTHMA & ALLERGY CENTER", (b) all of Seller's assumed business names and the jurisdictions in which Seller has registered these names ("**Seller's Assumed Names**"), (c) all of Seller's logos and graphics that identify the Business, and (d) IP Assets that are registered, issued, or applied-for.

2.1.10 Communication Addresses. All telephone numbers, facsimile numbers, internet addresses, internet domain names, internet domain name registrations, log in identifications, social media handles and usernames, user identifications, screen names, and online service identifications relating to the Business (the "**Communication Addresses**").

2.1.11 Computer Software and Databases. All computer hardware, servers, networks, databases, information technology systems, computer software, and applications owned, internally developed, or otherwise used in connection with the Business or licensed or leased under an Assumed Contract (including through cloud-based or other third-party service providers).

2.1.12 Proprietary Information. All proprietary, confidential, or non-public information, data, and materials (whether contained in documents, electronic media, or other forms) relating to or used in connection with the Business ("**Proprietary Information**"), including information about the Business's business plans, materials, procedures, inventions, expertise, customer lists, potential customer lists, customer data, financial data, vendors, marketing plans, and trade secrets.

2.1.13 Business Records. All original and copies of paper and electronic correspondence, files, accounting records, financial records, operations records, customer records, customer lists, vendor lists, price lists, operations manuals, personnel records, employee manuals, and all other records, files, memoranda, sketches, bids, Contracts, protocols, policies, and other documents relating to the Business ("**Business Records**").

2.1.14 Patient and Medical Records. All original and copies of patient records and medical records relating to the Business whether maintained in paper or electronic form ("**Patient Records**").

2.1.15 Goodwill. All rights of Seller in the favorable consideration that the Business and the Acquired Assets have in the minds of the public, the reasonable expectation that the Business and the Acquired Assets will be preferred by existing and potential customers and clients, and the advantage and benefit that existing and potential customers and clients will patronize the Business ("**Goodwill**").

2.1.16 Rights Arising from Assumed Obligations. All rights of Seller arising under or relating to the Assumed Liabilities expressly assumed by Buyer at Closing under Section 2.3.

2.1.17 Tangible and Intangible Personal Property. All other tangible and intangible personal property owned by Seller and used in the Business other than Excluded Assets.

2.2 Excluded Assets. The Acquired Assets to be transferred to Buyer at Closing do not include the items identified in this Section 2.2 ("**Excluded Assets**") as follows:

2.2.1 Cash. All cash or cash equivalents, including checking, savings, and other accounts related to the Business.

2.2.2 Excluded Motor Vehicles. Any motor vehicles not used in connection with the Business.

2.2.3 Personal Use Property. All personal property set forth on Section 2.2.3 of the Disclosure Schedules.

2.2.4 Excluded Contracts. Any Contract that is not an Assumed Contract under Section 2.1.6 shall not be assumed by Buyer.

2.2.5 Trade Association Memberships. All trade association memberships of the Business.

2.2.6 Scheduled Assets. All other assets specifically listed on Section 2.2.6 of the Disclosure Schedules.

2.3 Assumption of Assumed Liabilities. The liabilities assumed by Buyer comprise only the liabilities set forth in this Section 2.3 ("**Assumed Liabilities**"). If a liability is not identified in this Section 2.3, then the liability is deemed an Excluded Liability (as defined in Section 2.4) and for purposes of this Agreement, shall not be assumed by Buyer, shall be retained by, and be the sole and exclusive obligation of Seller following Closing.

2.3.1 Contract Liabilities. All liabilities pursuant to the Assumed Contracts but only to the extent that such liabilities are to be performed after the Closing Date, were incurred in the ordinary course of business, and do not relate to any prepaid incentives, minimum volume commitments, failure to perform, improper performance, or other breach, default, or violation by Seller before the Closing Date.

2.3.2 Scheduled Liabilities. All liabilities that are set forth on Section 2.3.2 of the Disclosure Schedules.

2.4 Excluded Liabilities. Buyer does not assume and shall not be deemed to have assumed, and Seller shall remain solely responsible following Closing for, any liability not assumed and expressly described in Section 2.4 of the Disclosure Schedules ("**Excluded Liabilities**"), including, without limitation, all liabilities or obligations for amounts payable to Seller's employees for accrued but unused time off in accordance with applicable law.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER AND OWNER

For purposes of this Agreement, "**Seller's Knowledge**" means the actual knowledge of the Owner or the actual knowledge of any manager or officer of Seller, and the knowledge that each such person would reasonably be expected to obtain in the course of diligently performing such person's duty as an officer, employee and/or manager of Seller. The words "know", "knowing", and "known" shall be construed accordingly. Seller and Owner jointly and severally represent and warrant to Buyer, as of the date hereof and as of the Closing Date, as follows:

3.1 Organization, Good Standing, and Qualification. Seller is a public limited company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia. Seller has full power and authority to carry on the Business as and where the Business is now conducted and to own or lease and operate Seller's assets and properties at and where its assets and properties are now owned, leased, or operated. Seller is duly qualified to operate the Business and is in good standing in every jurisdiction in which operation of the Business makes this qualification necessary. Seller's Articles of Organization and Operating Agreement (collectively, "**Seller's Governing Documents**") comply with the laws and regulations of the state of Seller's formation and are in full force and effect. Seller is not in violation or default of any of Seller's Governing Documents.

3.2 Capitalization. Owner holds one hundred percent (100%) of the outstanding equity interests in Seller. There are no other equity interests, including any options, warrants or similar rights, of Seller authorized, issued, reserved for issuance, or outstanding. There are no debt securities or other types of securities outstanding that are convertible into equity interests in the Seller. There are no rights of first option or similar rights with respect to the equity interests of the Seller or any of the Acquired Assets. There are no voting agreements or similar covenants applicable to Seller's equity interests.

3.3 Subsidiaries and Owner's Other Interests. Seller has no subsidiaries and no equity or other interests in any other entity. Except as set forth on Section 3.3 of the Disclosure Schedules, and any interest of five percent (5%) or less in a publicly traded company, Owner has no interest of any kind in any other business in the same or related industry as the Business.

3.4 Authority of Seller and Owner. Seller and Owner have the full right, power, and authority to execute, deliver, and perform the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement. The execution and delivery by Seller and Owner of this Agreement and the consummation of the transactions contemplated by this Agreement (the "**Contemplated Transactions**"), and the execution and delivery by Seller of all other documents and certificates contemplated under this Agreement, were duly approved in accordance with applicable law and Seller's Governing Documents. Upon the execution and delivery of this Agreement by Seller and Owner, no further action will be necessary to make this Agreement and such other documents and certificates valid and binding upon Seller and Owner according to their respective terms. The execution, delivery, and consummation of the Contemplated Transactions and all other documents and certificates contemplated under this Agreement by Seller and Owner will not, with the passage of time, the giving of notice, or otherwise cause Seller to be in violation or breach of Seller's Governing Documents or any law, regulation, judgment, administrative order, Contract, or other restriction to or by which Seller is bound.

3.5 No Legal Restrictions on Transaction. Neither the execution of this Agreement nor the consummation of the Contemplated Transactions (a) is prohibited or otherwise restricted by any federal, state or local law, regulation, court order, judgment, or decree, (b) will create a Lien against any Acquired Asset, accelerate any indebtedness to which any Acquired Asset is bound, or violate or result in the breach of or default under (or an event that with notice or lapse of time or both would become a violation, breach of, or default under) any Contract to which Seller, Owner or any of the Acquired Assets is bound, or (c) requires the consent of or notice to any governmental authority or other third party.

3.6 Financial Statements; Controls. Attached as Section 3.6 of the Disclosure Schedules are complete and correct copies of: (a) the Business's balance sheets as of the close of the fiscal years ended December 31, 2022, December 31, 2023, and December 31, 2024; (b) the Business's income statements for the 12-month periods ended December 31, 2022, December 31, 2023, and December 31, 2024 ; and (c) the Business's interim balance sheet and related statements of income and earnings for the twelve (12)-month period ended December 31, 2024 (collectively, the "**Financial Statements**"). The Financial Statements: (i) are complete and correct in all material respects; (ii) were prepared in the ordinary course of the Business on a cash accrual basis from the Business Records in accordance with accounting principles consistently applied and maintained throughout the periods indicated; and (iii) present fairly, in all material respects, the financial position of the Business as of the dates indicated and the results of operations for the periods covered. Seller has provided Buyer accurate copies of Seller's federal income tax returns for the fiscal years ended December 31, 2022, December 31, 2023, and December 31, 2024, and such returns are complete and correct in all material respects. Seller has in place systems and processes that are customary and adequate for a business that is substantially similar to Seller's business and that are designed to (A) provide reasonable assurances regarding the reliability of the Financial Statements, and (B) in a timely manner accumulate and communicate to the Owner and Seller's officer(s) and manager(s) the type of information that is required to be disclosed in the Financial Statements. Seller is in material compliance with its system of internal accounting controls.

3.7 Interim Operation of Business and Undisclosed Liabilities. Except as disclosed on Section 3.7 of the Disclosure Schedules, during the period beginning with December 31, 2024 and continuing to the Closing: (a) Seller maintained its normal processes relating to accounts receivable and accounts payable and the amount of accounts receivable and accounts payable outstanding is materially consistent with prior periods; (b) Seller did not increase the compensation of any employee or contractor or make any bonus payment, or promise any such increase or bonus, in connection with the Contemplated Transactions; (c) there has been no changes in Seller's policies, procedures and protocols; (d) no employee of Seller has threatened to terminate such employee's employment with Seller or threatened any other labor action; and (e) Seller has otherwise conducted the Business in the ordinary course. Since December 31, 2024, there has been no Material Adverse Effect. "**Material Adverse Effect**" means any change, effect or circumstance that, individually or when taken together with all other such changes, effects or circumstances that have occurred prior to the date of determination of the occurrence of the Material Adverse Effect (i) is or is reasonably likely to be materially adverse to the business, assets (including intangible assets), liabilities, prospects, reputation, legal compliance status, condition or results of operations of the Seller, the Acquired Assets or the Business or Buyer, as applicable, or (ii) is or is reasonably likely to materially delay or prevent the consummation of the Contemplated Transactions. Except as set forth on the Financial Statements, no liabilities exist, contingent or otherwise, that affect the Acquired Assets, the Assumed Liabilities, or the operation of the Business, and Seller and Owner do not know of any basis for the assertion of any other liability against Seller or the Business.

3.8 **Taxes**. Seller is in compliance in all material respects with all laws applicable to Taxes (as defined below) related to the Business or the Acquired Assets. Seller has timely filed all required reports, returns and other filings with respect to Taxes, including any schedules to the filings and including any amendments (collectively, "**Tax Returns**") with respect to the Business and the Acquired Assets, and all Tax Returns are correct and complete in all material respects. Seller has timely paid all Taxes required to be paid by Seller with respect to the Business and the Acquired Assets (whether or not shown as due on any Tax Returns). All Taxes that Seller was required by law to withhold or collect with respect to the Business and the Acquired Assets have been withheld or collected and, to the extent required, have been properly paid on a timely basis to the appropriate governmental entity. There are no liens with respect to Taxes existing or, to Seller's Knowledge, threatened or pending on the Acquired Assets. No action, claim, or audit relating to Taxes is ongoing, pending, or, to Seller's Knowledge, threatened against Seller with respect to the Business or the Acquired Assets. No claim has ever been made by an authority in a jurisdiction where Seller does not file Tax Returns that asserts Seller is or may be required to pay Tax in that jurisdiction with respect to the Business or the Acquired Assets. "**Tax**" and "**Taxes**" mean any tax, duty, or similar fee imposed by any governmental authority, including income, franchise, capital gains, gross receipts, excise, ad valorem, payroll, sales, use, property, social security, unemployment or any other tax, assessment, duty or fee, and any related charge or amount (including any fine, penalty, or interest).

3.9 **Loans**. Except as set forth on Section 3.9 of the Disclosure Schedules and for any unsecured business line of credit used in the ordinary course of business, (a) Seller has not entered into any loan, capital lease, indebtedness or similar arrangement nor has Seller guaranteed any loan, capital lease, indebtedness or similar arrangement of another person, and (b) Owner has not entered any loan, capital lease, bank indebtedness or similar arrangement in connection with the Business.

3.10 **Clear Title to Acquired Assets**. Except as set forth in Section 3.10 of the Disclosure Schedules, Seller has good and marketable title to the Acquired Assets, free and clear of all liens, security interests, encumbrances, easements, options, rights of first refusal or first offer, charges, and restrictions of any kind or nature whatsoever ("**Liens**"), with the exception of Taxes not due and payable. With the exception of the Excluded Assets, the Acquired Assets constitute all of the tangible and intangible assets and properties (a) necessary and sufficient for the conduct of the Business as presently conducted pursuant to applicable laws and regulations and the reasonable standards of a business that is similarly situated to Seller's business and (b) used in the conduct of the Business as of the Closing Date. Without limiting the generality of the foregoing, Seller is the owner of, and able to convey, all Goodwill associated with the Business.

3.11 **Condition of Acquired Assets**. Except as disclosed in Section 3.11 of the Disclosure Schedules, all of the tangible Acquired Assets are: (a) in good operating condition and repair, ordinary wear and tear excepted; (b) suitable for the purposes used and have been maintained in accordance with good business and maintenance practices; and (c) located at the Leased Properties (as defined in Section 3.16 below). Since December 31, 2024, Seller has maintained inventory and supplies at a level materially consistent with reasonable commercial practices and prior periods. Inventory and supplies to be acquired by Buyer as Acquired Assets have been acquired, handled, and stored in accordance with all applicable laws and regulations consistent with reasonable commercial practices and prior periods. Inventory and supplies to be acquired by Buyer as Acquired Assets are suitable for resale in accordance with industry standards. The Receivables represent bona fide claims that have arisen in the ordinary course of business, in accordance with good business practice, and are collectible in the ordinary course.

3.12 Contracts. Except for Customer Contracts, Section 3.12 of the Disclosure Schedules sets forth all of the Contracts of the Business. Section 3.12 of the Disclosure Schedules also (a) sets forth summaries of the material terms of all material oral Contracts related to the Business, and (b) identifies any Assumed Contract that requires the consent of another party to be assumed by Buyer or has any restriction that may affect the Business or Buyer and its affiliates following the consummation of the Contemplated Transactions. The Seller has provided Buyer complete and correct copies of all Contracts other than individual Customer Contracts. No party to any Contract has notified another party that it is in breach of any Contract. Neither Seller nor, to Seller's Knowledge, any other party to a Contract is in default or breach under a Contract. All Assumed Contracts are in full force and effect and shall remain in full force in effect immediately following the consummation of the Contemplated Transactions. "**Contracts**" means all contracts, agreements, leases, customer enrollment forms, outstanding purchase orders, options, and commitments of all types and of whatever name that relate to the Business. "**Customer Contracts**" means all Contracts with customers of the Business for ongoing goods and services in the ordinary course.

3.13 Intellectual Property. Section 3.13 of the Disclosure Schedules sets forth a complete and correct list of the IP Assets. The IP Assets are all of the intellectual property used in the conduct of the Business as currently conducted. Seller has the right, title, and interest in and to the IP Assets and has the valid right to use all computer software and other intellectual property used in the conduct of the Business as currently conducted. The computer software and databases owned and licensed by Seller are sufficient to conduct operations of the Business as presently conducted and are, to Seller's Knowledge, free of defects in programming and operation. The conduct of the Business, including the use of the IP Assets in connection with the Business, and the products and services of the Business have not infringed, misappropriated, or otherwise violated the intellectual property or other rights of any third party, and there are no actions, proceedings, or suits alleging the same. To Seller's Knowledge, no third party has infringed, misappropriated, or otherwise violated any IP Assets.

3.14 Communication Addresses. Section 3.14 of the Disclosure Schedules sets forth a complete and correct list of the Communication Addresses owned by Seller and/or used by the Business.

3.15 Business Records and Patient Records. The Business Records and Patient Records are complete and correct in all material respects. There have been no transactions that properly should have been reflected in the Business Records or Patient Records that have not been accurately so reflected.

3.16 Real Property. The parcels of real property leased by Seller for the operation of the Business (collectively, the "**Leased Properties**") are located at (a) 3529 Keagy Road, Salem, Virginia 24153 (the "**Salem Premises**") owned by LEWIS-GALE HOSPITAL, INCORPORATED (the "**Salem Landlord**"), (b) 1505 Franklin Road S.W., Roanoke, Virginia 24016 (the "**Roanoke Premises**") owned by Holmor, LLC, a Virginia limited liability company (the "**Roanoke Landlord**"), and (c) 2015 Tate Springs Road, Suite A2, Lynchburg, Virginia 24501 (the "**Lynchburg Premises**") owned by ROCA INVESTMENTS, LLC (the "**Lynchburg Landlord**") (the Salem Landlord, Roanoke Landlord, and Lynchburg Landlord each individually a "**Landlord**" and collectively, the "**Landlords**"). Except as set forth on Section 3.16 of the Disclosure Schedules, there are no other tenants, subtenants or residents doing business or residing on the Leased Properties. The Leased Properties constitute the only locations in which the Seller's Business is operated.

3.16.1 Condition of Real Property. Except as set forth on Section 3.16.1 of the Disclosure Schedules, (a) Seller has maintained those elements of the Leased Properties for which it is responsible under Seller's leases with each Landlord, including without limitation electrical, plumbing, heating and air conditioning and other mechanical systems, windows, security systems, and locks, in a commercially reasonable manner and such elements are in good operating condition, routine wear and tear excepted, and are free from mold, and (b) to Seller's Knowledge, the elements for which each Landlord is responsible under Seller's lease with such Landlord, including paving, sidewalks, parking areas, foundations, exterior walls, roofs, and other structural components, are in good operating condition, routine wear and tear excepted, and are free from mold. Neither Seller nor Owner has received notice from any governmental authority, insurance carrier or any Landlord that any repairs, maintenance or improvements to the Leased Properties must be made. To Seller's Knowledge, no governmental authority has instituted or threated condemnation proceedings against any portion of the Leased Properties.

3.16.2 Utility Services. Each Leased Property is served by all standard utilities for the operation of a business such as the Business, including electrical, water, sewage, phone, internet and either natural gas or oil if heat of such Leased Property is not produced by electricity. To Seller's Knowledge, all physical improvements (including pipes and lines) required for these utility services are in place and in usable operating condition. Except as set forth on Section 3.16.2 of the Disclosure Schedules, all utility services (including sewer and water) are provided by municipal providers or other third party utility providers. Seller has not received notice of any actual or threatened cancellation or suspension of any utility services for any portion of any Leased Property.

3.16.3 Compliance with Law Affecting Real Properties. To Seller's Knowledge, each Leased Property is in compliance with all applicable laws, codes, and regulations, including, without limitation, building codes, zoning ordinances, and the Americans with Disabilities Act of 1990, each as amended to date. The uses conducted by Seller on the Leased Properties are in compliance with all zoning ordinances and other applicable laws, codes, and regulations. All improvements made by Seller to the Leased Properties were of good, workmanlike quality, performed pursuant to any necessary building permits and a certificate of occupancy was obtained where required. Section 3.16.3 of the Disclosure Schedules lists all land use approvals and permits needed for Seller to operate on the Leased Properties, including conditional use, variance, sign, and "grandfather use" approvals and permits. All permits necessary for operation of the Business on each Leased Property have been obtained and are in full force and effect. Seller has provided Buyer with complete and correct copies of these permits. None of Seller, Owner or, to Seller's Knowledge, the Landlords, has received any notice alleging a default under these permits and, to the best of Seller's Knowledge, no such default exists.

3.16.4 Absence of Mechanic's Liens. There are no mechanic's or materialman's liens against any Leased Property for which Seller is responsible.

3.17 Environmental Matters. Except as disclosed in Section 3.17 of the Disclosure Schedules, Seller has operated the Business on the Leased Properties and maintained the Leased Properties in compliance with all Environmental Laws (as defined below). Neither Seller nor any of its agents has caused or permitted any hazardous material to be generated upon, transported to, stored, disposed, released, or used in or about the Leased Properties other than *de minimis* amounts necessary in the ordinary course of its business in compliance with Environmental Laws. The Business is now complying and has always complied with all Environmental Laws regulating the use, reporting, storage, transport, and disposal of hazardous material. No asbestos has been removed from the Leased Properties while it was leased by the Business, except according to the requirements of all Environmental Laws, including the Clean Air Act and the Occupational Safety and Health Act. To Seller's Knowledge, there is currently no asbestos or lead-based paint present in the Leased Properties. No underground storage tank on, in, or under the Leased Properties have been closed or removed during the time the Leased Properties were leased by the Business and, to the Seller's Knowledge, no such tanks currently exist. None of the Seller, the Owner or, to the Seller's Knowledge, the Landlords, have received from any governmental entity or third party any notice that the Business may be: (a) in violation of any Environmental Laws; (b) under investigation or responsible for any remediation of hazardous material; or (c) potentially liable for damage to persons, property, or natural resources in connection with any hazardous material. Section 3.17 of the Disclosure Schedules lists all environmental studies or other analyses in the possession of Seller or Owner relating to the Leased Properties, if any. "**Environmental Laws**" means any federal, state, or local law, statute, ordinance, regulation or order pertaining to health, industrial hygiene, environmental conditions, or hazardous materials and including, without limitation, the Environmental Protection Act, Federal Water Pollution Control Act, Solid Waste Disposal Act, Clean Air Act, Toxic Substance Control Act, and Federal Insecticide, Fungicide and Rodenticide Act. A hazardous material is any substance of which the generation, manufacture, use, storage, or disposal is regulated by any Environmental Law and any biowaste such as animal waste, blood and other bodily fluids and medical supplies or materials coming into contact with such substances.

3.18 Labor and Employment.

3.18.1 General Disclosures. Section 3.18.1 of the Disclosure Schedules lists all employees employed by Seller ("**Employees**") with each employee's: (a) name; (b) position; (c) date of hire; (d) average hours of employment on a weekly basis; (e) rate of compensation; (f) date of last compensation increase, and (g) the hours each employee has worked this calendar year to date (which is a prerequisite for 401(k) plan eligibility). Section 3.18.1 of the Disclosure Schedules lists all written employment agreements, including agreements regarding confidentiality and restrictive covenants; the Seller has provided Buyer with complete and correct copies of all such written employment agreements. Seller has disclosed to Buyer's Human Resources Department the identity of any Employee who has at the time of Closing not yet returned to work due to an injury covered by workers' compensation. Furthermore, Seller has disclosed to Buyer's Human Resources Department, or will disclose within two days after Closing, the identity of any Employee known to Seller to have a disability or other condition that may qualify such person for leave under the Family Medical Leave Act.

3.18.2 Other Representations. Except as disclosed in Section 3.18.2 of the Disclosure Schedules, Seller is not a party to any of the following: (a) collective bargaining agreements; (b) agreements that contain any severance obligation; (c) bonus, deferred compensation, profit-sharing, pension, or retirement arrangements; or (d) equity purchase or equity option plans. No Employee is represented by any labor union or organization, and there has not been any labor union organizing activity in connection with the Business. There is no present or, to Seller's Knowledge, threatened labor disturbance or arbitration, unfair labor practice, grievance, claim, or other proceeding or litigation with respect to any employees of Seller. Except as disclosed in Section 3.18.2 of the Disclosure Schedules, Seller has complied with all laws and regulations related to employment and employment practices including, without limitation, all laws and regulations relating to equal employment opportunities, fair employment practices, harassment, retaliation, reasonable accommodation, immigration, wages, hours, child labor, health and safety, workers' compensation, and unemployment insurance. Except as disclosed in Section 3.18.2 of the Disclosure Schedules, no claims, actions, suits, arbitrations, governmental investigations or proceedings are pending or, to Seller's Knowledge, threatened against Seller or involving the Business related to Seller's employment actions or inactions (collectively, "**Employment Claims**").

3.19 Pharmaceuticals and Controlled Substances.

3.19.1 Licensure and Registration. Seller and Owner are currently licensed and registered, respectively, and each is in good standing as a distributor of controlled substances in accordance with all Controlled Substance Laws (as defined in Section 3.19.3). Section 3.19.1 of the Disclosure Schedules lists all registrations, permits, and licenses relating to controlled substances that are necessary for Seller and Owner to conduct the Business in accordance with Controlled Substance Laws (collectively, "**Seller's Controlled Substance Permits**"), complete and correct copies of which Seller has provided to Buyer. Seller has not registered, and is not required by law to register, as a pharmacy with the applicable regulatory authority in the state where the Business is located. In the five (5) years prior to Closing, (a) no application for licensure or registration of Seller or Owner under any Controlled Substance Law has been denied or withdrawn, (b) no licensure or registration of Seller or Owner under any Controlled Substance Law has been suspended or terminated and (c) neither Seller nor Owner has received from any governmental entity or other regulatory body any request for information, notice of claim or other notification that the Business or Owner is or may be under investigation for potential violations of any applicable law, regulation, license, or order relating to Controlled Substance Laws.

3.19.2 Effective Controls. Seller has: (a) maintained effective controls and procedures against theft or diversion of controlled substances into other than legitimate channels; and (b) operated the Business in compliance with all Controlled Substance Laws regulating the registration, manufacturing, distributing, transporting, labeling, packaging, dispensing, using, recordkeeping, reporting, storing, or disposing of controlled substances. To the Seller's Knowledge, each director, manager, officer, employee, or agent of Seller has complied with such Controlled Substance Laws.

3.19.3 Controlled Substance Laws Definition. "**Controlled Substance Laws**" means the Controlled Substances Act of 1970 and related regulations and any other federal, state, or local law, statute, ordinance, regulation, permit, license, or order pertaining to manufacturing, distributing, transporting, labeling, packaging, dispensing, using, reporting, storing, disposing or of controlled substances.

3.20 Licenses and Permits. Section 3.20 of the Disclosure Schedules lists all Permits (as defined below) other than Seller's Controlled Substances Permits issued to, or in connection with, the Business (collectively, "**Seller's Permits**"). Seller has provided Buyer complete and correct copies of Seller's Permits. Seller's Permits and Seller's Controlled Substances Permits are all the Permits necessary to operate the Business in accordance with all applicable federal, state and local laws, rules and regulations and the reasonable standards of a business that is similarly situated to Seller's business. Seller has taken all necessary action to maintain Seller's Permits on a continuous basis since issued and all Seller's Permits are effective and in good standing. Neither Seller nor Owner has received any notice of any alleged default, suspension, censure or investigation into any Seller's Permits in the three years prior to Closing or that is currently unresolved. To Seller's knowledge there is no fact or circumstance that would put Seller or any individual holder in default of any Seller's Permit. "**Permits**" are all licenses, permits, accreditations, registrations, approvals and similar authorizations issued by government authorities or other regulators, including all federal and state drug licenses issued to individual physicians.

3.21 Employee Benefits.

3.21.1 Benefit Plans. Except as disclosed on Section 3.21.1 of the Disclosure Schedules, there are no Benefit Plans (as defined in Section 3.21.2) providing benefits to any employee, contractor, or director of Seller or any Benefit Plan for which Seller may have liability. With respect to each Benefit Plan governed by the Employee Retirement Income Security Act of 1974 ("**ERISA**") reporting requirements, each Benefit Plan has been administered in accordance with the Benefit Plan's terms. All benefits, contributions, and premiums required by and due under any Benefit Plan or applicable law have been timely paid or accrued in accordance with the terms of the Benefit Plan and applicable law. Seller is in compliance with ERISA and is in compliance with all material laws applicable to any Benefit Plan in all material respects. Seller is not and has never been a party to any legal proceeding related to any Benefit Plan and to the best of Seller's knowledge, no legal proceeding has been threatened or filed against Seller related to any Benefit Plan. To the best of Seller's Knowledge, no event has occurred or circumstance exists that could be reasonably likely to give rise to or serve as the basis for any legal proceeding against

Seller related to any Benefit Plan. No Benefit Plan is a "nonqualified deferred compensation plan" (within the meaning of Section 409A(d)(1) of the Internal Revenue Code). Neither Seller nor any other person or entity under common control with Seller within the meaning of Section 414(b), (c), (m), or (o) of the Internal Revenue Code or Section 4001 of ERISA and the regulations issued under ERISA has ever contributed to a "multiemployer plan" (as defined in Sections 3(37) or 4001(a)(3) of ERISA).

3.21.2 Benefit Plan Definition. "**Benefit Plan**" means any "employee benefit plan" (as this term is defined in ERISA Section 3(3)) and any other benefit plan, program, or arrangement of any kind for which Seller may have an obligation to contribute, including all pension, benefit, retirement, compensation, profit-sharing, deferred compensation, incentive, performance award, phantom equity, equity or equity-based, change in control, retention, severance, vacation, holiday, paid time off, compensation for paid leave, short- or long-term disability, life or other insurance, reimbursement of expenses, fringe-benefit, and other similar agreements, practices, plans, policies, programs, and arrangements (and any amendments to such agreements, plans, policies, programs, and arrangements), in each case whether or not reduced to writing and whether funded or unfunded, that is or was sponsored, maintained, or contributed to by Seller or otherwise made available to any employee (whether or not governed by ERISA), contractor, or director of Seller.

3.21.3 COBRA and Health Care. Other than as required under the Consolidated Omnibus Budget Reconciliation Act or other similar state or local law ("**COBRA**"), no Benefit Plan or other arrangement provides post-termination life or health insurance, benefits, or coverage with respect to current or former employees, contractors, or directors of Seller.

3.22 No Litigation or Claim. Except as disclosed in Section 3.22 of the Disclosure Schedules: (a) there are no claims, actions, suits, arbitrations, governmental investigations, inquiries, or proceedings (collectively, "**Litigation**") pending or, to the knowledge of Seller, threatened against or involving Seller, the Acquired Assets, the Assumed Liabilities, or the Business before any court, administrative body or agency, or private arbitration tribunal; (b) in the five years prior to Closing, there has been no Litigation involving Seller, the Acquired Assets, the Assumed Liabilities, or the Business before any court, administrative body or agency, or private arbitration tribunal; (c) to Seller's Knowledge, there are no facts upon which material claims may be made against Seller, the Acquired Assets, the Assumed Liabilities, or the Business; and (d) there are no outstanding orders, writs, injunctions, or decrees of any court, arbitrator, or governmental agency that adversely affect or could adversely affect the Acquired Assets, the Assumed Liabilities, or the Business.

3.23 Compliance with Law. Except as disclosed in Section 3.23 of the Disclosure Schedules: (a) neither Seller nor Owner has received any notice of violation of any law, regulation, ordinance, order, permit, license, or any requirement issued by any federal, state, or local government authority having jurisdiction over or affecting the Acquired Assets, the Assumed Liabilities, or the Business that has not been corrected, resolved, or withdrawn; and (b) the Business is and has been in compliance with all applicable federal, state, and local laws and regulations in all material respects. Without limiting the generality of the foregoing, Seller has complied with all applicable laws, rules, and regulations and all Business policies concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the Business. Seller does not sell or license to third parties any personal information.

3.24 Brokers. Neither Seller nor Owner has employed or contracted with any broker or finder or incurred any liability for any brokerage fees, commissions, or finder's fees in connection with the Contemplated Transactions. Seller and Owner are solely responsible for any fees or commissions and any other liabilities owing to any broker or finder engaged by Seller or Owner.

3.25 Insurance. Seller has maintained for at least the last five years insurance coverage for the Business consistent with the norms of responsible businesses within the industry for the location of the Business. Section 3.25 of the Disclosure Schedules lists (a) all policies of fire, flood, earthquake, and other kinds of casualty insurance held by Seller and covering the Acquired Assets or the Leased Properties, including the associated replacement values; (b) all workers' compensation policies and their limits; (c) all commercial liability and professional liability policies and their limits; and (d) any claims made against any insurance policy that are unresolved as of the Closing Date. In the event Seller's commercial liability and professional liability policies are written on a claims-made basis, Seller has purchased an extended reporting endorsement (sometimes called a "tail") for Seller's errors and omissions policies. No insurer has denied or disputed (or otherwise reserved its rights with respect to) the coverage of any claim pending under any insurance policy of Seller or has threatened to cancel any such insurance policy. Seller has not failed to give any notice or present any claim under any such policy in due and timely fashion, and all incidents, unexpected outcomes, or claims that could give rise to a claim by Seller under any such insurance policy have been timely reported.

3.26 No Power of Attorney. Neither Seller nor Owner has granted a power of attorney to any person or entity with respect to the Business or the Acquired Assets other than a power of attorney the Owner may have granted in connection with routine estate planning purposes.

3.27 Not a Foreign Person. Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2. Seller is not, and has not been, a party to, or a promoter of, a "reportable transaction" within the meaning of Section 6707A(c)(1) of the Internal Revenue Code and Treasury Regulations Section 1.6011-4(b).

3.28 Compliance with Healthcare Laws.

3.28.1 The Business is, and for the past three (3) years (the "**Lookback Period**") has been, operated in material compliance with all applicable Health Care Laws. "**Health Care Laws**" means all Health Care Laws relating to the provision, administration, management, referral, advertising and marketing, licensing, credentialing, billing, submission of claims, reimbursement and payment of or for health care or health care-related products, services, professionals or facilities, including: (a) Health Care Laws governing participation under and payment for personal care or community care services rendered to beneficiaries of Medicaid (Title XIX of the Social Security Act) and all Government Program Conditions of Participation and payment, (b) fraud and abuse laws including the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), the Ethics in Patient Referrals Act, as amended, or Stark Law (42 U.S.C. § 1395nn), the Beneficiary Inducement Statue (42 U.S.C. § 1320a 7a(a)(5)), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Exclusion Laws (42 U.S.C. § 1320a-7), the Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801 et seq.) and the Federal False Claims Act (31 U.S.C. §§ 3729, et seq.) and state Health Care Laws related thereto, (c) patient confidentiality Laws and Privacy and Security Requirements, including the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended, by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations (collectively "HIPAA"), (d) state corporate practice of medicine Health Care Laws and all Health Care Laws related to the licensure, certification, accreditation, certification of need, qualification or authority required to transact the Business, (e) Health Care Laws related to prescribing and dispensing medications and controlled substances, including the Controlled Substances Act (21 U.S.C. §§ 801 *et seq.*), (f) the Patient Protection and Affordable Care Act (Pub. L. 11-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 11-152), (g) the Deficit Reduction Act of 2005, P.L. 109 171, 120 Stat. 4, and (h) all regulations, rules, guidance, policies, Orders or other Health Care Laws promulgated under or related to the subject matter of each of the foregoing and any similar state Health Care Laws.

3.28.2 No investigation, review or legal proceeding (or notice in respect thereof) alleging or involving a violation of, liability or potential responsibility under, or any citation for noncompliance with, applicable Health Care Laws has been initiated or filed with respect to the Business at any time throughout the Lookback Period nor, to the Knowledge of Seller, is any such action threatened, nor has any Governmental Authority indicated an intention to conduct the same. Neither Seller nor any of its members, directors, officers, managers, employees, nor, to the Knowledge of Seller, contractors or agents is, or during the Lookback Period has been, (a) a defendant to any *qui tam/false* claims act litigation relating to any actual or alleged noncompliance with any applicable Health Care Law or, as relates to such contractors or agents, any actual or alleged noncompliance with any applicable Health Care Law with respect to the Business, (b) party to a corporate integrity agreement with the Office of Inspector General of the U.S. Department of Health and Human Services ("<u>OIG</u>"), (c) party to any deferred prosecution agreement with the Department of Justice or other Governmental Authority, or has received notice from OIG that is currently seeking to impose a corporate integrity agreement on the Business or (d) has or has had any reporting obligations pursuant to a deferred prosecution, consent decree, settlement, corporate integrity agreement, corrective action plan or other similar obligation or agreement with any Governmental Authority. None of Seller nor any of its respective employees, officers, or directors, throughout the Lookback Period, has been served with or has received, or has responded to, any search warrant, subpoena, civil investigative demand or other personal contact or communication from any Governmental Authority with respect to any compliance or material noncompliance with Health Care Laws. Except as disclosed on <u>Section 3.28.2</u> of the Disclosure Schedules, neither Seller nor any Asset Seller, with respect to the Business, or any Transferred Subsidiary has during the Lookback Period made any voluntary disclosure to the OIG or any other Governmental Authority. "**Governmental Authority**" means any United States or foreign (i) federal, state, local, municipal or other government, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitral tribunal.

3.28.3 The Government Programs in which Seller, with respect to the Business, participates is set forth on <u>Section 3.28.3</u> of the Disclosure Schedules. Seller is and has been throughout the Lookback Period certified for participation in, and party to, such provider agreements for payment by Government Programs as disclosed on <u>Section 3.28.3</u> of the Disclosure Schedules, and such provider agreements are current and valid. Seller is and at all times during the Lookback Period has been in good standing with and conduct the Business in material compliance with all applicable requirements, including conditions of participation or payment of and are not in material breach of or default under any, Government Program and third party payor program in which they participate. Seller is not subject to (a) a material reduction in reimbursement from any Government Program, third party payor, or any contractors of such program, other than payment reconciliations arising in the ordinary course of business, (b) any written, or, to the Knowledge of Seller, oral notice of immediate jeopardy or notice of a violation of a condition or corrective action plan imposed in connection with any Government Program or third party payor audit, (c) termination or suspension from any Government Program, third party payor, or any contractor of such program or (d) an investigation, audit, claim, review, inquiry or proceeding pending or threatened against it that would reasonably be expected to result in a revocation, suspension, termination, probation, or substantial restriction of participation in any Government Program, third party payor, or any contractor of such program. "**Government Program**" means "federal health care programs" as defined in 42 U.S.C. 1320a-7b(f), including Medicare and Medicaid programs (including Medicaid waiver programs), the Energy Employees Occupational Illness Compensation Program Act (EEOICPA), and any other similar or successor federal, state or local healthcare payment program with or sponsored, in whole or in part, by any Governmental Authority, or any contractor of a Government Program.

3.28.4 Neither Seller nor any of its members, directors, officers, managers, employees, or contractors (a) is or has been debarred, excluded, suspended, precluded or otherwise prohibited from participating in any Government Program or subject to an investigation or proceeding that could result in debarment, exclusion, suspension, or preclusion from any Government Program;(b) is being or has been investigated for, charged with, subject to sanction, disciplinary action, entered a plea of guilty or *nolo contendere* or convicted of a felony or any other crime in connection with any Government Program or violation of any applicable law or any of the categories of offenses as described in the Social Security Act 1128(a) and (b)(1), (2), (3) or any regulations promulgated thereunder; or (c) has an outstanding and unpaid civil monetary penalty assessed under Section 1128A of the Social Security Act.

3.28.5 Seller is and, throughout the Lookback Period has been, in compliance with HIPAA in all material respects. Throughout the Lookback Period, Seller has not received written notice of, and there is no pending or, to the Knowledge of Seller, threatened claim, inquiry, written request, complaint, or investigation with respect to any actual or alleged breach (as such term is defined under HIPAA) or any other actual or alleged material violation or non-compliance with HIPAA by the Seller. Since the Lookback Period, with respect to Protected Health Information (as that term is defined under HIPAA) in the possession or under the control of, or held or transmitted for or on behalf of, Seller related to the Business: (a) no breach (as such term is defined under HIPAA); and (b) no material Security Incident (as such term is defined under HIPAA) has occurred. Seller has conducted all security management processes required by HIPAA, including a risk assessment and information system activity review; and has in effect with each entity acting as a Business Associate (as such term is defined under HIPAA) an agreement that satisfies all requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a) and, when acting as a Business Associate, has in effect with the entity on whose behalf Seller, receives, maintains or transmits Protected Health Information, an agreement that satisfies all of the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a).

3.29 Material Misstatement or Omissions. No representation or warranty made by Seller or Owner in this Agreement or in any Schedule, document, or agreement furnished or delivered in connection with this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements not misleading. Seller and Owner know and expect that Buyer will rely upon Seller's and Owner's representations, warranties, and covenants.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and Owner, as of the date hereof and as of the Closing Date, as follows:

4.1 Organization, Good Standing, and Qualification. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia. Buyer has full power and authority to carry on Buyer's business as and where the business is now conducted and to own or lease and operate Buyer's properties at and where the properties are now owned, leased, or operated. Buyer is duly qualified to operate Buyer's business and is in good standing in every jurisdiction in which operations of Buyer's business make this qualification necessary. Buyer's articles of organization and operating agreement (collectively, "**Buyer's Governing Documents**") comply with the laws and regulations of the Commonwealth of Virginia and are in full force and effect. Buyer is not in violation or default of any of Buyer's Governing Documents.

4.2 Authority of Buyer. Buyer has the full right, power, and authority to execute, deliver, and perform the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement. The execution, delivery, and consummation of this Agreement, and all other documents and certificates contemplated under this Agreement, by Buyer were duly approved in accordance with applicable law and Buyer's Governing Documents. Upon the execution and delivery of this Agreement by Buyer, no further action will be necessary to make this Agreement and such other documents and certificates valid and binding upon Buyer according to their respective terms. The execution, delivery, and consummation of this Agreement and all other documents and certificates contemplated under this Agreement by Buyer will not, with the passage of time, the giving of notice, or otherwise cause Buyer to be in violation or breach of Buyer's Governing Documents or any law, regulation, judgment, administrative order, contract, or other restriction to or by which Buyer is bound.

4.3 No Legal Restriction on Transaction. Neither the execution of this Agreement nor the consummation of the Contemplated Transactions (a) is prohibited or otherwise restricted by any federal, state or local law, regulation, court order, judgment, or decree, or (b) requires the consent of any governmental authority or other third party.

4.4 Material Misstatement or Omissions. No representation or warranty made by Buyer in this Agreement or in any Schedule, document, or agreement furnished in connection with this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements not misleading. Buyer knows and expects that Seller will rely upon Buyer's representations, warranties, and covenants.

ARTICLE 5
PRE-CLOSING COVENANTS

5.1 General. Each of the Buyer and the Seller will use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable in order to consummate and make effective the Contemplated Transactions (including satisfaction, but not waiver, of the closing conditions set forth in Section 7.2 and Section 7.3); provided, however, that nothing in this Agreement requires, or will be construed to require, any of the parties hereto to take, or to refrain from taking, any action that would cause any restriction with respect to any properties, assets, business or operations of such party or its affiliates, or to cause its affiliates to do or agree to do any of the foregoing, whether prior to, at or following the Closing (as defined in Section 7.1).

5.2 Conduct of the Business Prior to Closing. Between the date hereof and the Closing Date, Seller and Owner shall (a) conduct the Business only in the ordinary course of business; (b) not take any action that makes or could reasonably make the first sentence of Section 3.7 inaccurate, and (c) Seller shall use its best efforts to preserve substantially intact the Business and the Acquired Assets and all of its business relationships. Any action or inaction inconsistent with the foregoing sentence shall require Buyer's prior written consent.

5.3 Access to Business and Information. Subject to the limitations set forth in this Section 5.3, from the date hereof until the earlier of the Closing or the termination of this Agreement under the terms of Article 6, Buyer and Buyer's authorized representatives shall have reasonable access to the Business, Acquired Assets, Assumed Liabilities, personnel of Seller and to Seller's books and records relating to the Business (in a manner so as to not unreasonably interfere with the normal business operations of the Seller). Without limiting the generality of the foregoing, Buyer shall be permitted to (a) make such physical inspections of the Business and Leased Properties as Buyer reasonably requests and (b) have reasonable access to the Business' production information management system (PIMS) in order to review the structure and configuration of such system but not to make any additions, deletions, or changes thereto.

5.4 Notice of Certain Events. Between the date hereof and the Closing Date, Seller will give Buyer prompt written notice upon becoming aware of any material development affecting the Acquired Assets, the Assumed Liabilities, the Business, the financial condition, operations or prospects of Seller, or any event or circumstance that could reasonably be expected to result in a breach of, or inaccuracy in, any of Seller's or Owner's representations and warranties; *provided, however*, that no such disclosure will be deemed to prevent or cure any such breach of, or inaccuracy in, amend or supplement any Schedule to, or otherwise disclose any exception to, any of the representations and warranties set forth in this Agreement, including for purposes of Article 10.

5.5 No Solicitation of Other Proposals. Between the date hereof and the Closing Date, neither Owner nor Seller shall, and shall cause its representatives and affiliates not to (collectively, the "**Seller Representatives**"), directly or indirectly, (a) solicit, knowingly facilitate, initiate, knowingly entertain, encourage, or take any action intended to solicit, facilitate, initiate, entertain or encourage, any inquiries or the making of any Acquisition Proposal (as defined below), (b) participate or engage in any discussions or negotiations with, or provide any information to or take any other action with the intent to facilitate the efforts of, any person concerning any possible Acquisition Proposal or (c) approve or enter into any letter of intent, agreement in principle, acquisition agreement or other similar contract related to any Acquisition Proposal. "**Acquisition Proposal**" means (i) any inquiry, proposal or offer from any person (other than Buyer) relating to the acquisition, merger, business combination, recapitalization or stock exchange of Seller or the Business, (ii) any acquisition or license of any portion of the assets of Seller or the Business, or (iii) any other transaction, the consummation of which would reasonably be expected to impede, interfere with, prevent or materially delay the consummation of the Contemplated Transactions.

ARTICLE 6
TERMINATION

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

6.1.1 by the mutual written consent of Seller and Buyer; or

6.1.2 by either party if the Closing has not occurred by May 30, 2025 (the "**Outside Date**"); *provided*, *however*, that the right to terminate this Agreement under this Section 6.1.2 shall not be available to a party hereto that is in breach of any representation or warranty, in violation of any covenant or agreement contained herein or whose failure to perform any of its obligations under this Agreement has been a principal cause of or directly resulted in the failure of the Closing to occur on or before the Outside Date.

6.1.3 by Buyer by written notice to Seller if:

6.1.3.1 Buyer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller or Owner pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.2 and such breach, inaccuracy or failure cannot be cured by Seller within fifteen (15) days of Buyer delivering to Seller notice of such breach, inaccuracy or failure; or

6.1.3.2 any of the conditions set forth in Section 7.2 shall not have been fulfilled by the Outside Date, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

6.1.4 by Seller by written notice to Buyer if:

6.1.4.1 Seller is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.3 and such breach, inaccuracy or failure cannot be cured by Buyer within fifteen (15) days of Seller delivering to Buyer notice of such breach, inaccuracy or failure; or

6.1.4.2 any of the conditions set forth in Section 7.3 shall not have been fulfilled by the Outside Date, unless such failure shall be due to the failure of Seller or Owner to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

6.1.5 In the event of the termination of this Agreement in accordance with this Article 6, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except: (a) as set forth in Section 9.7 and this Article 6; and (b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

ARTICLE 7
CLOSING.

7.1 Date, Time and Place of Closing. The Contemplated Transactions shall close ("**Closing**") at a mutually agreed location or remotely via the exchange of all required signatures on the Closing Date. The "**Closing Date**" shall be (a) the Tuesday following the Satisfaction Date or (b) if the Tuesday following the Satisfaction Date is less than five (5) business days after the Satisfaction Date, then the second Tuesday following the Satisfaction Date, in either case unless another time and/or date is agreed to in writing by Seller and Buyer. Notwithstanding the foregoing, unless waived by Buyer, the Closing Date shall not occur prior to the date that is three weeks from the Effective Date. Closing shall be effective as of 11:59 p.m. on the Closing Date. At Closing, Buyer shall pay the Purchase Price as provided in this Agreement and Seller and Owner shall take or shall cause to be taken all the actions as may be required to put Buyer into full possession of all the Acquired Assets and the Assumed Liabilities. The "**Satisfaction Date**" shall mean the date on which all of the conditions set forth in Section 7.2 and Section 7.3 have been satisfied or waived in writing (other than any such conditions that by their terms cannot be satisfied until the Closing Date, which conditions shall be required to be so satisfied or waived in writing on the Closing Date).

7.2 Conditions to Obligations of the Buyer to Close. The Buyer's obligation to consummate the Contemplated Transactions is subject to the satisfaction, at or before the Closing, of the following conditions, unless waived by the Buyer in the Buyer's sole discretion:

7.2.1 Representations and Warranties. The representations and warranties made by Seller and Owner in this Agreement or in any document, exhibit, schedule or certificate furnished pursuant to this Agreement that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, as of the date hereof and as of the Closing Date as if made on and as of the Closing Date (except that the representations and warranties that by their terms speak only as of the date of this Agreement or some other date are true and correct (or true and correct in all material respects, as applicable) as of such date).

7.2.2 Performance of Obligations. Seller and Owner shall have performed and complied in all material respects with all agreements, covenants and other obligations required by this Agreement to be performed or complied with by Seller or Owner on or prior to the Closing Date.

7.2.3 No Material Adverse Effect. Since the date of this Agreement, (a) there shall not have been any change which has resulted in a Material Adverse Effect and (b) no event shall have occurred, and no circumstance shall exist, that would reasonably be expected to result in a Material Adverse Effect.

7.2.4 Injunction. The consummation of the Contemplated Transactions shall not violate any order, decree or judgment of any court or governmental entity having competent jurisdiction.

7.2.5 Certain Licenses. Buyer shall have obtained any licenses that must be effective at Closing to enable it to operate the Business immediately upon Closing.

7.2.6 Physician Employment Arrangements. Buyer or Buyer's designee shall have entered the Employment Agreement (as defined below) with Owner regarding the terms and conditions of Owner's employment with Buyer or Buyer's designee.

7.2.7 Staffing. Sufficient Staff (as defined below) shall have passed Buyer's standard background screening and immigration documentation review and agreed to work for Buyer at the Business immediately after Closing. "**Sufficient Staff**" shall mean all staff as currently employed or contracted with Buyer as of the Effective Date, which are adequate for the efficient operations of the Business. .

7.2.8 Assignment of Lease. The Roanoke Landlord and Lynchburg Landlord has consented in writing to the assignment to and assumption by Buyer of the current lease of each Leased Property in form and content acceptable to Buyer with any amendments to the current lease that Buyer may require.

7.2.9 New Lease. The Salem Landlord has executed and delivered a new lease with Buyer for the Salem Premises in form and content acceptable to Buyer.

7.2.10 Intentionally Left Blank.

7.2.11 Seller Deliverables. The Seller shall have delivered or caused to be delivered to the Buyer:

7.2.11.1 Written consents and releases from all persons whose consent is necessary as noted on Section 3.12 of the Disclosure Schedules;

7.2.11.2 Payoff letters from creditors with respect to the repayment of indebtedness of Seller, including such payoff letters that are necessary to terminate any liens on the Acquired Assets, including the Liens described in Section 3.10 of the Disclosure Schedules (the "**Payoff Letters**");

7.2.11.3 A certificate executed by a duly authorized officer of Seller, dated as of the Closing Date, certifying (i) Seller's articles of organization (ii) Seller's operating agreement, (iii) resolutions adopted by Seller's members approving the Contemplated Transactions and (iv) incumbency of Seller's officers, with the documents described in clauses (A), (B) and (C) of the preceding sentence will be attached to the certificate;

7.2.11.4 A certificate executed by a duly authorized officer of the Seller, dated as of the Closing Date, to the effect that the conditions specified in Sections 7.2.1, 7.2.2, 7.2.3 and 7.2.4 are satisfied;

7.2.11.5 A certificate issued by the Secretary of State of the state of Seller's organization dated within thirty (30) days of Closing confirming that Seller is organized under the laws of such state and is legally permitted to engage in business activities in the state;

7.2.11.6 A counterpart of each Bill of Sale substantially in the form attached as Exhibit A (each a "**Bill of Sale**") executed by Seller and such other instruments of transfer as Buyer reasonably requests;

7.2.11.7 A counterpart of each Assignment and Assumption Agreement substantially in the form attached as Exhibit B (each an "**Assignment and Assumption Agreement**") executed by Seller and such other instruments of transfer as Buyer reasonably requests;

7.2.11.8 A counterpart of the Statement of Funds Flow executed by Seller pursuant to Section 1.3;

7.2.11.9 A counterpart of the document assigning each lease for each Leased Property from Seller to Buyer substantially in the form attached as Exhibit C (collectively, the "**Lease Assignments**"), executed by Seller;

7.2.11.10 A counterpart of the employment agreement between Owner and Seller or Seller's designee substantially in the form attached as Exhibit D (the "**Employment Agreement**"), executed by Owner; and,

7.2.11.11 A counterpart of the interim management agreement between Seller and Buyer substantially in the form attached as Exhibit E (the "**Management Agreement**"), executed by Seller.

7.3 Conditions to Obligations of the Seller and Owner to Close. The obligations of the Seller and Owner to consummate the Contemplated Transactions is subject to the satisfaction, at or before the Closing, of the following conditions, unless waived by the Seller in its sole discretion.

7.3.1 Representations and Warranties. The representations and warranties made by Buyer in this Agreement or in any document, exhibit, schedule or certificate furnished pursuant to this Agreement that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, as of the date hereof and as of the Closing Date as if made on and as of the Closing Date (except that the representations and warranties that by their terms speak only as of the date of this Agreement or some other date are true and correct (or true and correct in all material respects, as applicable) as of such date).

7.3.2 Performance of Obligations. Buyer shall have performed and complied in all material respects with all agreements, covenants and other obligations required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

7.3.3 Injunction. The consummation of the Contemplated Transactions shall not violate any order, decree or judgment of any court or governmental entity having competent jurisdiction.

7.3.4 Intentionally Left Blank.

7.3.5 Buyer Deliverables. The Buyer shall have delivered or caused to be delivered to the Seller:

7.3.5.1 A certificate executed by a duly authorized officer of the Buyer, dated as of the Closing Date, to the effect that the conditions specified in Sections 7.3.1, 7.3.2 and 7.3.3 are satisfied;

7.3.5.2 A counterpart of the Bill of Sale executed by Buyer;

7.3.5.3 A counterpart of the Statement of Funds Flow executed by Buyer;

7.3.5.4 A counterpart of the Employment Agreement executed by Owner;

7.3.5.5 A counterpart of the Management Agreement executed by Buyer;

7.3.5.6 A counterpart of the Lease Assignment executed by Buyer; and,

7.3.5.7 Payment of the Purchase Price to Seller as set forth in Section 1.3.

7.4 Waiver of Deliverables or Conditions. Buyer may waive satisfaction of any of the conditions set forth in Section 7.2 at Buyer's sole and absolute discretion. Seller and Owner may waive satisfaction of any of the conditions set forth in Section 7.3 at Seller's sole and absolute discretion. Waiver of compliance for purposes of Closing shall not waive or diminish any right of the waiving party to recover damages or enforce other available rights by reason of noncompliance by the other party or parties related to any representation, warranties, or covenants of the other party or parties set forth in this Agreement.

7.5 Documents Delivered After Closing. At any time after Closing, the parties shall each execute, acknowledge, and deliver any further assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by any other party and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by any other party for the purpose of effecting the Contemplated Transactions.

ARTICLE 8
CERTAIN RESTRICTIONS

8.1 Covenants. Seller and Owner acknowledge and agree that (a) Buyer is purchasing the Acquired Assets and assuming the Assumed Liabilities with the expectation of continuing to provide services to the Business's existing and expected future customers and clients, (b) Buyer has legitimate business interests in preserving and protecting the Proprietary Information and Goodwill of the Business, and (c) the Goodwill of the Business is the most valuable Acquired Asset Buyer is acquiring hereunder. For the purpose of protecting Buyer's legitimate business interests, Seller and Owner shall not, whether on Seller's or Owner's own behalf or on behalf of a third party: (i) for a period beginning on the Closing Date and ending on the fifth (5^{th}) anniversary of the Closing Date (ii) engage in the business of performing allergy or immunology professional services (a "**Competitive Business**") as a proprietor, member, partner, investor, director, manager, officer, employee, consultant, independent contractor, or other service provider for an air mile radius of twenty (20) miles (the "**Radius**") from the location of the Business (the covenant in this clause (a)(i) is the "**Non-Competition Covenant**"); (ii) directly or indirectly solicit any customer or client of the Business for any business or services or induce such customer or client to terminate any relationship with Buyer or any of its affiliates (the covenant in this clause (a)(ii) is the "**Client Non-Solicitation Covenant**"); or (iii) directly or indirectly solicit any employee or independent contractor of the Business to establish a relationship with a Competitive Business or to induce such employee or independent contractor to terminate any relationship with Buyer or any of its affiliates (the covenant in this clause (a)(iii) is the "**Workforce Non-Solicitation Covenant**"); and (iv) directly or indirectly disparage Buyer or any of its affiliates, any employee, owner, contractor, affiliate, or agent of Buyer or any of its affiliates, or the operations or products of Buyer or any of its affiliates, including the Acquired Assets and the Business (the covenant in this clause (b) is the "**Non-Disparagement Covenant**"). The truth of any statement will not be a defense against breach of clause (b) of this Section 8.1.

The passive investment by Owner in, and Owner becoming a holder of less than a five percent (5%) interest in, a publicly traded company engaged in a Competitive Business shall not constitute a violation of the provisions of the Non-Competition Covenant.

8.2 Special Remedies for Violations. Seller and Owner acknowledge and agree that the breach of the covenants set forth in Section 8.1 will result in irreparable harm to Buyer that cannot be reasonably or adequately compensated by damages and that therefore, in addition to any other remedy or right Buyer may have (including rights and remedies at law or in equity and recovery of damages), Buyer shall have the right to seek an immediate injunction or other equitable relief enjoining any threatened or actual breach of the covenants in Section 8.1. For the sake of clarity, in the event of Seller's or Owner's breach or anticipated breach of the provisions of Section 8.1, Buyer is not required to comply with the requirements set forth in Sections 10.3 and 10.4.

8.3 Acknowledgment by Seller and Owner. Seller and Owner: (a) agree that the restrictions, rights, and remedies in this Article 8 are reasonable in time, geographical scope and effect; (b) agree that the restrictions are supported by sufficient consideration and are not disproportionate to the respective benefits conferred upon Seller and Owner by this Agreement; and (c) acknowledge that Seller and Owner were advised by Buyer that Seller and Owner should have this Agreement reviewed by counsel and have either done so or elected to forego this right.

ARTICLE 9
POST-CLOSING COVENANTS

9.1 Change of Name and Cancellation of Assumed Business Name. Within five (5) days of termination of the Management Agreement (i) Seller shall change Seller's name to another name that is not similar to Seller's name before Closing or Buyer's name; and (ii) take all action necessary to terminate or withdraw Seller's assumed business name filings.

9.2 Dissolution of Subsidiaries. No later than ten (10) business days following the termination of the Management Agreement, Seller shall take all action necessary to begin the process of dissolving any and all of Seller's subsidiary entities with a name or assumed business name containing "Allergy & Immunology" or "Asthma & Allergy Center".

9.3 Employees. Commencing on the Closing Date, Seller shall terminate all employees of the Business who are actively at work on the Closing Date, and, at Buyer's sole discretion, Buyer may offer employment, on an "at will" basis, to any or all of such employees. Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller at any time on or prior to the Closing Date and Seller shall pay all such amounts to all entitled persons on or prior to the Closing Date.

9.4 COBRA and Health Care Responsibility. Seller will comply with the notice and continuation coverage requirements of COBRA. With the exception of any Buyer COBRA Liability Employee (as defined below), Seller shall retain all COBRA liability under Code Section 4980B (and the regulations issued under Code Section 4980B) with respect to providing continuation coverage for any former employee of Seller, or any spouse, former spouse, dependent, or former dependent of any individuals whose qualifying event occurred before or in connection with the Contemplated Transactions. A "**Buyer COBRA Liability Employee**" is an individual (a) whose qualifying event occurred prior to Closing and was unrelated to the sale of the Acquired Assets by Seller, (b) who remained an employee of Seller following such qualifying event until Closing and (b) who was hired by Buyer as of Closing. For the sake of illustration, an employee who was on maternity leave from working at the Business at the time of Closing may be a Buyer COBRA Liability Employee.

9.5 Post-Closing Benefit Plan Maintenance. From Closing until each Benefit Plan has been terminated, Seller shall (a) continue to administer each Benefit Plan in accordance with the Benefit Plan's terms and applicable law, (b) timely pay all benefits, contributions, and premiums required by and due under any Benefit Plan or applicable law, (c) as soon as administratively practicable, terminate each Benefit Plan and timely distribute all benefits to the beneficiaries of such Benefit Plans in a manner that complies with the terms of such Benefit Plan and applicable law, and (d) not take any action with respect to a Benefit Plan that may impair the beneficiaries' rights to the benefits accrued by the Benefit Plan beneficiary as a result of the Closing.

9.6 Trade Payables. Seller shall pay all Trade Payables outstanding at Closing promptly when due.

9.7 Transfer Taxes. All transfer, sales, use and conveyance Taxes, and other similar Taxes imposed on Seller's transfer of Acquired Assets to Buyer and the Contemplated Transactions ("**Transfer Taxes**"), shall be borne by Seller, irrespective of the party upon whom the Transfer Taxes are imposed under applicable law. The party required by applicable law shall prepare and timely file all Tax returns with respect to the Transfer Taxes and pay any Transfer Taxes. If and to the extent that Buyer is required to pay any Transfer Taxes, Seller agrees to promptly pay or reimburse the Transfer Taxes to Buyer upon Buyer's request for reimbursement.

9.8 Confidentiality. At all times after the date of this Agreement, Seller and Owner shall keep confidential and not disclose to any person any Proprietary Information of the Business or Confidential Information of Buyer. "**Confidential Information**" includes information concerning Buyer's business, business methods, technology, relationships, or financial affairs that is not generally available to the public other than as a result of a breach of any confidentiality obligation (including hereunder) by Seller or Owner. By way of illustration, Confidential Information includes information or material about Buyer such as: (a) corporate information, including organization, structure, plans, strategies, negotiations, or litigation; (b) marketing information, including strategies, methods, identities or other information about customers or prospect identities, or market analyses or projections; (c) financial information; (d) personnel information, including personnel lists, reporting or organizational structure; and (e) third party confidential information, including information received in confidence by Buyer from Buyer's customers, suppliers, or other third parties. Confidential Information also includes any analyses, compilations, or other documents to the extent such documents incorporate or reflect any portion of the Confidential Information. Confidential Information does not include any information that: (a) was in the public domain at the time such information was disclosed to Seller or Owner or entered the public domain through no breach of this Agreement by Seller or Owner; (b) was known to Seller or Owner at the time of disclosure to them; (c) was rightfully received by Seller or Owner without a duty of confidentiality; (d) was independently developed by or for Seller or Owner without use of Buyer's Confidential Information; or (e) was expressly approved for unrestricted release by an authorized officer of Buyer in writing. In the event Seller or Owner is requested or required by law or legal process to disclose any Confidential Information, Seller or Owner shall, to the extent reasonably practicable and legally permissible, provide Buyer with prompt written notice of any such request or requirement so Buyer may, at its sole cost, seek a protective order or other appropriate remedy or waive compliance with the terms of this covenant. If no protective order is obtained within a reasonable period of time, Seller and Owner agree to furnish only that portion of the Confidential Information they are legally required to furnish and will exercise commercially reasonable efforts to obtain reliable assurance confidential treatment will be accorded the Confidential Information.

9.9 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 Acquired Assets to Buyer; it being understood that 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.

9.10 Receivables. From and after the Closing, if Seller receives or collects any funds relating to any Accounts Receivable or any other Acquired Asset, Seller 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.

ARTICLE 10
REMEDIES

10.1 Survival of Representations, Warranties, and Covenants. The representations and warranties of the parties set forth in this Agreement and all other writings delivered under this Agreement shall survive Closing for twenty-four (24) months following the Closing Date, except as otherwise provided in this Section 10.1. The representations and warranties in Section 3.1 (Organization, Good Standing and Qualification), Section 3.2 (Capitalization), Section 3.3 (Subsidiaries and Owner's Other Interests), Section 3.4 (Authority of Seller and Owner), Section 3.5 (No Legal Restriction on Transaction), Section 3.8 (Taxes), Section 3.10 (Clear Title to Acquired Assets), Section 3.17 (Environmental Matters), Section 3.21 (Employee Benefits), Section 3.24 (Brokers), Section 3.28 (Compliance with Healthcare Laws), Section 4.1 (Organization, Good Standing, and Qualification), Section 4.2 (Authority of Buyer), and Section 4.3 (No Legal Restriction on Transaction) (collectively, the "**Fundamental Representations**") shall remain in effect for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation, or extension of the statutes of limitations). The covenants of the parties set forth in this Agreement and all other writings delivered under this Agreement shall survive Closing and remain in effect in accordance with the covenants' terms or until fully performed.

10.2 Claim. A "**Claim**" shall be broadly construed to include: (a) any actual or alleged claims, demands, losses, harms, injuries, damages, liabilities, judgments, fines, penalties, expenses, suits, causes of action, awards, interest, penalties, reasonable attorneys' fees, and other liabilities; and (b) claims by third parties, employees, and former employees, including claims for punitive damages, treble damages or similar damages by such third parties.

10.3 Claim Notice and Cure Period. In the event of a Claim related to this Agreement, the aggrieved party shall provide reasonable written notice to the defaulting party of the Claim. From the date of notice, the defaulting party shall have thirty (30) days to cure the Claim, except that if a Claim cannot reasonably be cured in thirty (30) days and the defaulting party is diligently attempting to cure the Claim at the expiration of the thirty (30)-day period, then so long as the defaulting party continues diligent efforts to cure the Claim, the cure period will be extended for the amount of time reasonably needed to allow the defaulting party to cure the Claim. If the Claim continues after the cure period, then the aggrieved party shall have all remedies provided by this Agreement and by law.

10.4 Claim Resolution Procedure. If a Claim arises, the parties shall first attempt to settle the Claim by direct discussions. The Buyer designates its Chief Executive Officer to represent it in these discussions on behalf of Buyer, and the Seller and Owner designate the Owner to represent them in these discussions. Any party may designate another person by written notice delivered to the other party. If the Claim cannot be settled between the parties by direct discussions within thirty (30) calendar days from the first written request for discussions by either party, then such Claim shall be resolved as otherwise permitted by this Agreement.

10.5 Adjustment to Purchase Price. Any amounts payable under this Article 10 shall constitute an adjustment to the Purchase Price to the extent permitted by applicable law.

10.6 Indemnity by Seller and Owner.

10.6.1 General. Seller and Owner jointly and severally shall defend and indemnify Buyer, Buyer's affiliates, directors, managers officers, members, owners, employees, agents and representatives (collectively, "**Buyer Indemnified Parties**") from all Claims relating to: (a) any breach of any representation or warranty of Seller or Owner, other than the Fundamental Representations, set forth in this Agreement and all other writings delivered under this Agreement; (b) any breach of any Fundamental Representation of Seller or Owner set forth in this Agreement; (c) any breach of any covenant or agreement of Seller or Owner set forth in this Agreement and all other writings delivered under this Agreement; (d) any Excluded Assets and Excluded Liabilities, including any Taxes owed by Seller or Owner, and (e) any fraud or willful misrepresentation by or on behalf of Owner and/or Seller. For purposes of this Agreement, "Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, 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. Without limiting the foregoing, an "Affiliate" shall include, with respect to any Person, (i) any parent company of such Person, (ii) any subsidiary of such Person, and (iii) any other entity that is directly or indirectly under common control with such Person.

10.6.2 Limitations. No Buyer Indemnified Party shall make a Claim against Seller or Owner for indemnification arising under clause (a) of Section 10.6.1 unless and until the aggregate amount of the Claims by the Buyer Indemnified Parties exceeds Fifteen Thousand Dollars ($15,000) (the "**Indemnity Basket**"), in which event the Buyer Indemnified Parties may claim indemnification for all such Claims, from the first (1st) dollar. The aggregate amount payable to the Buyer Indemnified Parties pursuant to Claims arising under clause (a) of Section 10.6.1 shall not exceed the One Million Five Hundred Thousand Dollars ($1,500,00.00) (the "**Indemnity Cap**"). The limitations contained in this Section 10.6.2 shall not apply to any indemnification arising under clauses (b) though (e) of Section 10.6.1.

10.7 Indemnity by Buyer.

10.7.1 General. Buyer shall defend and indemnify Seller, Owner and Seller's affiliates, directors, managers officers, members, owners, employees, agents and representatives (collectively, "**Seller Indemnified Parties**") from all Claims relating to: (a) any breach of any representation or warranty of Buyer, other than Fundamental Representations, set forth in this Agreement and all other writings delivered under this Agreement; (b) any breach of any Fundamental Representation of Buyer set forth in this Agreement (c) any breach of any covenant or agreement of Buyer set forth in this Agreement and all other writings delivered under this Agreement; (d) failure by Buyer to satisfy any Assumed Liabilities and (e) failure by Buyer to satisfy any Taxes owed by Buyer.

10.7.2 Limitations. No Seller Indemnified Party shall make a Claim against Buyer for indemnification arising under clause (a) of Section 10.7.1 unless and until the aggregate amount of the Claims by the Seller Indemnified Parties exceeds the Indemnity Basket, in which event the Seller Indemnified Parties may claim indemnification for all such Claims, from the first dollar. The aggregate amount payable to the Seller Indemnified Parties pursuant to Claims arising under clause (a) of Section 10.7.1 shall not exceed the Indemnity Cap. The limitations contained in this Section 10.7.2 shall not apply to any indemnification arising under clauses (b) though (e) of Section 10.7.1.

10.8 Notice of Third Party Claims. If any action, suit or proceeding shall be commenced against, or any claim or demand shall be asserted against a Buyer Indemnified Party or a Seller Indemnified Party, in respect of which such party proposes to seek indemnification under this Article 10, the party seeking indemnification (the "**Indemnitee**") shall give prompt notice thereof to the other party (the "**Indemnitor**"), and shall permit the Indemnitor, at its sole cost and expense, to assume the defense of any such claim or any litigation resulting therefrom; *provided, however,* that the Indemnitee shall have the option, at its own expense, to participate in the defense thereof; provided further, that the failure of any Indemnitee to give notice as provided herein shall not relieve the Indemnitor of its obligations under this Article 10 except to the extent that the Indemnitor is actually and materially prejudiced by such failure to give notice; and provided further an Indemnitor may not assume the defense of any such claim if the claim (a) seeks an injunction or other equitable or non-monetary relief against the Indemnitee; (b) involves a conflict between the Indemnitee or Indemnitor in connection with the defense of such claim; (c) relates to otherwise arises from Taxes or any criminal or regulatory enforcement action or proceeding; (d) involves a material business relation of the Business or Buyer or its affiliates, or could, in the good faith judgment of Buyer, materially risk the reputation of Buyer or the Business; and (e) is not defended actively and vigorously by the Indemnitor. Failure by the Indemnitor to notify the Indemnitee of its election to defend any such action within fifteen (15) days after notice thereof shall be deemed a waiver by the Indemnitor of its right to defend such action. In the defense of such claim or any litigation resulting therefrom, the Indemnitor shall not, without the written consent of the Indemnitee: (a) consent to the entry of any judgment, or (b) enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnitee of a release from all liability in respect to such claim or litigation. If such defense is unsuccessful or abandoned by the Indemnitor, then, upon the Indemnitor's failure to pay an amount sufficient to discharge any such claim or judgment, the Indemnitee may pay and settle the same and the Indemnitor's liability shall be conclusively established by any such payment. If the Indemnitor fails to assume the defense of any such claim or litigation resulting therefrom, the Indemnitee may defend against and settle such claim or litigation in such manner as it may seem appropriate and the Indemnitor shall promptly reimburse the Indemnitee for the amount of all expenses, legal or otherwise, incurred by the Indemnitee in connection with the defense against or settlement of such claim or litigation. If no settlement is made, the Indemnitor shall promptly reimburse the Indemnitee for the amount of any judgment rendered with respect to such claim or such litigation and of all expenses, legal or otherwise, incurred by the Indemnitee in the defense thereof.

10.9 Payments; Indemnification Escrow Fund.

10.9.1 Once a Claim is agreed to by the Indemnitor or finally adjudicated to be payable pursuant to this Section 10.9, the Indemnitor shall satisfy its obligations within fifteen (15) business day of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnitor not make full payment of any such obligations within such fifteen (15) business day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnitor or final, non-appealable adjudication to but excluding the date such payment has been made at a rate per annum equal to one and one half percent (1.5%). Such interest shall be calculated daily on the basis of a three hundred sixty-five (365)-day year and the actual number of days elapsed.

10.9.2 Any Claims payable to a Buyer Indemnitee pursuant to this Section 10.9 be satisfied from Seller.

10.10 Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of another party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of the term or condition. A waiver by a party (a) shall not affect any term or condition other than the one specified in the waiver and (b) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

ARTICLE 11
GENERAL PROVISIONS

11.1 Press Releases. Neither Owner nor Seller shall issue any press release or make any public announcement relating to the existence or substance of this Agreement unless (a) with the prior written consent of Buyer or (b) the disclosure is required by applicable law.

11.2 Notices. All notices and other communications ("**Notices**") shall be in writing and may be delivered: (a) in person, with the date of Notice being the date of personal delivery; (b) by United States Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of Notice being the date of the postmark on the return receipt; (c) by email, with confirmation of sending of the email and a copy of the email deposited on the same day in the United States Mail, with the date of Notice being the date of the email; or (d) by nationally recognized delivery service, such as Federal Express, with the date of Notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices shall be addressed to the following addresses, or any other address that a party provides the other parties by Notice:

If to Buyer:	Allergy & Immunology Virginia, LLC 1505 Franklin Road SW Roanoke, Virginia 24016 Email: nbindlish@momsbelief.com Attention: Dr. Nitin Bindlish
with a copy to:	Margolis PLLC 700 Rosemary Ave #204 West Palm Beach, FL 33401 Email: matthew@margolispllc.com Attention: Matthew Margolis
If to Seller or Owner:	Dr. Saju S. Eapen 1505 Franklin Road SW Roanoke, Virginia 24016 Email: sseapen@gmail.com
with a copy to:	Mitchell Kilgore, A Professional Corporation 1700 Kraft Drive, Suite 2000 Blacksburg, Virginia 24060 Email: Jeffery.Mitchell@mitchellkilgore.com Attention: Jeffery K. Mitchell

11.3 Payment of Fees and Expenses. Each party shall pay its own fees and expenses, including fees and expenses of such party's respective attorneys, accountants, advisors, agents, and other representatives, incidental to the preparation and performance of this Agreement; provided however, that the prevailing party in any litigation or other legal process arising out of or relating to this Agreement shall be entitled to recover from the non-prevailing party its reasonable and documented fees and costs.

11.4 Entire Agreement. All schedules and exhibits to this Agreement constitute a part of this Agreement. This Agreement, together with the accompanying schedules, exhibits and any other documents to be delivered under this Agreement, constitute the entire, completely integrated agreement among the parties and supersedes all prior memoranda, correspondence, conversations, and negotiations. This Agreement shall not be amended except by a written instrument signed by all parties.

11.5 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement and all Claims are governed by Delaware law without giving effect to any conflict of law rules. Except as provided in Section 8.2, the federal courts of the District of Delaware and the state courts located in such District shall have exclusive jurisdiction, and venue for litigation and all other proceedings related to this Agreement and all such litigation and proceedings shall be located in such District or state courts within such District, and each party irrevocably consents to the exclusive jurisdiction of, and exclusive venue in, these courts. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

11.6 Data Room. This Agreement, the Schedules, and the other documents and agreements contemplated by this Agreement may refer to Seller or Owner having made information available to Buyer. These references, regardless of the exact language used, are to be deemed to refer to documents posted and accessible to Buyer and Buyer's advisors in an electronic data room at least three days prior to the date hereof ("**Data Room**"). Following the Closing, Buyer may archive the entire contents of the Data Room. The archive will constitute the definitive record of all information made available via the Data Room. The existence of the information in the Data Room does not mitigate or otherwise diminish Seller's and Owner's responsibility to fully and fairly disclose all required information in the Schedules.

11.7 Severability. The invalidity of any portion of this Agreement shall not affect the validity of any other portion of this Agreement. If the invalidity or unenforceability is due to the unreasonableness of time or geographical restrictions, the restrictions shall be effective for the period of time and area as a court may determine to be reasonable.

11.8 Assignment. Subject to the immediately following sentence, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. Neither Seller nor Owner may not may assign, delegate or otherwise transfer either this Agreement or any of their respective rights, interests, or obligations hereunder without the prior written approval of Buyer.

11.9 Integration/Complete Agreement. All statements and information contained in the Schedules or in any certificate, instrument, or other document delivered by or on behalf of Seller or Owner shall be deemed representations and warranties of Seller or Owner, respectively under this Agreement. This Agreement may be signed by electronic means and in counterparts, each of which is an original, but all of which together are a single agreement.

11.10 Counterparts. This Agreement and any other document delivered hereunder may be executed in one or more counterparts, and with counterpart facsimile signature pages, each of which shall be an original, but all of which when taken together shall constitute one and the same Agreement and/or such document. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows.]

IN WITNESS WHEREOF, the parties below have signed this Agreement as of the Effective Date set forth above.

BUYER: ALLERGY & IMMUNOLOGY VIRGINIA, LLC

DocuSigned by:

By: ______________________

67C59C504B264EB...

Name: Dr. Saju S. Eapen

Its: Manager

SELLER: ALLERGY & IMMUNOLOGY, PLC

DocuSigned by:

By: ______________________

67C59C504B264EB...

Name: Dr. Saju S. Eapen

Its: Manager

OWNER: DR. SAJU S. EAPEN

DocuSigned by:

By: ______________________

67C59C504B264EB...

Name: Dr. Saju S. Eapen

Schedules

These Schedules are to the Asset Purchase Agreement among Mom's Belief Virginia, LLC, a Virginia limited liability company ("**Buyer**"), Allergy & Immunology PLC, a Virginia professional limited liability company ("**Seller**"), and Dr. Saju S. Eapen, an individual ("**Owner**"), dated effective April 18, 2024 ("**Agreement**"). These Schedules shall be deemed to be part of, and incorporated into, the Agreement.

These Schedules have been arranged in separately numbered sections corresponding to the sections of the Agreement. Disclosure on any matter pursuant to one provision, subprovision, section, or subsection, in any financial statements provided by Seller to Buyer, or in any document posted in the Data Room is not and shall not be considered as disclosure pursuant to any other provision, subprovision, section, or subsection of these Schedules to the extent the Agreement requires the disclosure. These Schedules supersede and replace any other schedules or related information previously provided to Buyer. The earlier schedules and information have no force or effect. Capitalized terms used in these Schedules and not otherwise defined in these Schedules have the meanings given to them in the Agreement.

(Attached)

<u>Exhibit A</u>
<u>Form of Bill of Sale</u>

(Attached)

Exhibit B
Form of Assignment and Assumption Agreement

(Attached)

Exhibit C
Form of Lease Assignment

(Attached)

Exhibit D
Form of Employment Agreement

(Attached)