UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report

July 17, 2026
(Date of earliest event reported)

EVI Industries, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-14757**	**11-2014231**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(IRS Employer Identification No.)

4500 Biscayne Blvd., Suite 340
Miami, Florida
(Address of principal executive offices)

33137
(Zip Code)

(305) 402-9300
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $.025 par value	EVI	NYSE American

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Overview

On July 17, 2026, EVI Industries, Inc., a Delaware corporation (the "Company"), entered into definitive asset purchase agreements described below in which, subject to the completion of the conditions described below and in the attached exhibits to this Current Report on Form 8-K, certain of the Company's indirect wholly-owned subsidiaries have agreed to acquire substantially all of the assets and assume certain liabilities of JLOJB, Inc. f/k/a Sudsies, Inc., a Florida corporation ("Sudsies"), and certain of its affiliates and to acquire the personal goodwill of Jason Loeb in Sudsies, for cash, and a number of shares of Common Stock, par value $0.025 per share (the "Common Stock"), as outlined below.

Transaction A Asset Purchase Agreement

On July 17, 2026, (i) the Company and Garment Care Services FL, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Company ("Garment Care Services"), on the one hand, and the Jason Loeb Family Trust UAD December 7, 2005 as amended (the "Loeb Trust"), the Jorge Baboun and Michelle Zambelli Baboun Inter Vivos Declaration of Trust Created March 13, 2023 (the "Baboun Trust", and together with the Loeb Trust, the "Trusts"), Jason Loeb ("Loeb"), Jorge Baboun ("Baboun", and together with Loeb, the "Shareholders"), and Sudsies (and together with the Trusts and the Shareholders, the "Transaction A Seller Group"), on the other hand, entered into an Asset Purchase Agreement (the "Transaction A-1 Asset Purchase Agreement") and (ii) the Company and GCS 12711 Plant FL, LLC, a Florida limited liability company and an indirect wholly owned subsidiary of the Company ("GCS 12711"), on the one hand, and the Transaction A Seller Group, on the other hand, entered into an Asset Purchase Agreement (the "Transaction A-2 Asset Purchase Agreement", and together with the Transaction A-1 Asset Purchase Agreement, the "Transaction A Asset Purchase Agreements"), pursuant to which Garment Care Services and GCS 12711 have agreed to acquire substantially all of the assets and assume certain liabilities of Sudsies (the "Transaction A Transactions").

Subject to certain working capital adjustments, in the case of Transaction A-2 Asset Purchase Agreement, and other adjustments, the consideration for the Transaction A Transactions will be equal to $22,600,000, of which $1,716,000 will be deposited in an escrow account for no less than 12 months after the date of the closing of the Transaction A Transactions (subject to extension in certain circumstances);

The Transaction A Asset Purchase Agreements contain representations, warranties and covenants customary for a transaction of this size and nature. Subject to certain limitations, the Transaction A Seller Group, on the one hand, and the Company and Buyer, on the other hand, have agreed to indemnify each other for breaches of representations, warranties and covenants and other specified matters, and the Transaction A Seller Group's indemnification obligations are secured, in part, by the funds in the escrow account for Transaction A Transactions.

The Transaction A Asset Purchase Agreements contain certain termination rights for the Company and the Transaction A Seller Group, including, but not limited to, (i) by mutual written agreement; (ii) if the closing has not occurred on or before September 1, 2026; and (iii) the non-performance of any material covenant or other agreement set forth in the Transaction A Asset Purchase Agreements after an opportunity to cure in some cases.

The Company expects the closing of the Transaction A Transactions to occur within 30 to 45 days, subject to certain closing conditions, including, but not limited to, (i) the accuracy of the representations and warranties of the parties; (ii) the parties' performance and compliance in all material respects with the agreements and covenants contained in the Transaction A Asset Purchase Agreement and (iii) the simultaneous closing of the Transaction B Transactions (as defined below) and the Transaction C Transactions (as defined below).

The foregoing description of each of the Transaction A-1 Asset Purchase Agreement and the Transaction A-2 Asset Purchase Agreement is a summary only, does not purport to be complete and is subject to, and qualified in its entirety by reference, to the Transaction A-1 Asset Purchase Agreement and the Transaction A-2 Asset Purchase Agreement, copies of which are attached hereto as Exhibits 2.1 and 2.2, respectively, and are incorporated herein by reference. The Transaction A Asset Purchase Agreements contain representations and warranties made by the parties as of specific dates and solely for their benefit. The representations and warranties reflect negotiations between the parties and are not intended as statements of fact to be relied upon by the Company's stockholders or any other person or entity other than the parties to the Transaction A Asset Purchase Agreement and, in certain cases, represent allocation decisions among the parties and are modified or qualified by correspondence or confidential disclosures made between the parties in connection with the negotiation of the Transaction A Asset Purchase Agreement (which disclosures are not reflected in the Transaction A Asset Purchase Agreement itself, may not be true as of any date other than the date made, or may apply standards of materiality in a way that is different from what may be viewed as material by stockholders). Accordingly, the representations and warranties may not describe the actual state of affairs at the date they were made or at any other time, and stockholders should not rely on them as statements of fact. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Transaction A Asset Purchase Agreement.

Transaction B Asset Purchase Agreements

On July 17, 2026, (i) the Company and Garment Care Services, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company ("Sudsies Goldberg"), JLOJB Management, LLC, f/k/a Sudsies Management, LLC, a Florida limited liability company ("JLOJB Management"), the Trusts, the Shareholders, Luis Moreno, Sudsies Operations North, LLC f/k/a Sudsies Boca LLC, a Florida limited liability company ("Sudsies Operations"), and Davie Dry Cleaners, LLC, a Florida limited liability company ("Davie Dry Cleaners" and together with Sudsies Goldberg, JLOJB Management, the Trusts, the Shareholders, Moreno and Sudsies Operations, the "Transaction B Seller Group"), on the other hand, entered into an Asset Purchase Agreement (the "Transaction B-1 Asset Purchase Agreement") and (ii) the Company and GCS 112-114 Plant FL, LLC, a Florida limited liability company and an indirect wholly owned subsidiary of the Company ("GCS 112-114"), on the one hand, and the Transaction B Seller Group, on the other hand, entered into an Asset Purchase Agreement (the "Transaction B-2 Asset Purchase Agreement", and together with the Transaction B-1 Asset Purchase Agreement, the "Transaction B Asset Purchase Agreements"), pursuant to which Garment Care Services and GCS 112-114 have agreed to acquire substantially all of the assets and assume certain liabilities of Sudsies Operations and Davie Dry Cleaners (the "Transaction B Transactions").

Subject to certain working capital adjustments in the case of Transaction B-2 Asset Purchase Agreement, and other adjustments, the consideration for the Transaction B Transactions will be equal to $4,000,000, of which $232,000 will be deposited in an escrow account for no less than 12 months after the date of the closing of the Transaction B Transactions (subject to extension in certain circumstances).

The Transaction B Asset Purchase Agreements contain representations, warranties and covenants customary for a transaction of this size and nature. Subject to certain limitations, the Transaction B Seller Group, on the one hand, and the Company and Buyer, on the other hand, have agreed to indemnify each other for breaches of representations, warranties and covenants and other specified matters, and the Transaction B Seller Group's indemnification obligations are secured, in part, by the funds in the escrow account for Transaction B Transactions.

The Transaction B Asset Purchase Agreements contain certain termination rights for the Company and the Transaction B Seller Group, including, but not limited to, (i) by mutual written agreement; (ii) if the closing has not occurred on or before September 1, 2026; and (iii) the non-performance of any material covenant or other agreement set forth in the Transaction B Asset Purchase Agreements after an opportunity to cure in some cases.

The Company expects the closing of the Transaction B Transactions to occur within 30 to 45 days, subject to certain closing conditions, including, but not limited to, (i) the accuracy of the representations and warranties of the parties; and (ii) the parties' performance and compliance in all material respects with the agreements and covenants contained in the Transaction B Asset Purchase Agreement, and (iii) the simultaneous closings of the Transaction A Transactions and the Transaction C Transactions.

The foregoing description of each of the Transaction B-1 Asset Purchase Agreement and the Transaction B-2 Asset Purchase Agreement is a summary only, does not purport to be complete and is subject to, and qualified in its entirety by reference, to the Transaction B-1 Asset Purchase Agreement and the Transaction B-2 Asset Purchase Agreement, copies of which are attached hereto as Exhibits 2.3 and 2.4, respectively, and are incorporated herein by reference. The Transaction B Asset Purchase Agreements contain representations and warranties made by the parties as of specific dates and solely for their benefit. The representations and warranties reflect negotiations between the parties and are not intended as statements of fact to be relied upon by the Company's stockholders or any other person or entity other than the parties to the Transaction B Asset Purchase Agreements and, in certain cases, represent allocation decisions among the parties and are modified or qualified by correspondence or confidential disclosures made between the parties in connection with the negotiation of the Transaction B Asset Purchase Agreements (which disclosures are not reflected in the Transaction B Asset Purchase Agreements themselves, may not be true as of any date other than the date made, or may apply standards of materiality in a way that is different from what may be viewed as material by stockholders). Accordingly, the representations and warranties may not describe the actual state of affairs at the date they were made or at any other time, and stockholders should not rely on them as statements of fact. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Transaction B Asset Purchase Agreements.

Transaction C Asset Purchase Agreement

On July 17, 2026, the Company and Garment Care Services, on the one hand, and the Trusts, the Shareholders, Shmuel Rudski ("Rudski") and JLOJB On-Site, LLC f/k/a Sudsies On-Site, LLC, a Florida limited liability company ("Sudsies On-Site" and together with the Trusts, the Shareholders and Rudski, the "Transaction C Seller Group"), on the other hand, entered into an Asset Purchase Agreement (the "Transaction C Asset Purchase Agreement"), pursuant to which Garment Care Services has agreed to acquire substantially all of the assets and assume certain liabilities of Sudsies On-Site (the "Transaction C Transactions").

Subject to certain working capital and other adjustments, the consideration for the Transaction C Transactions will be equal to $900,000, consisting of (i) $800,000 in cash, of which $52,000 will be deposited in an escrow account for no less than 12 months after the date of the closing of the Transaction C Transactions (subject to extension in certain circumstances) and (ii) a number of shares of Common Stock equal to the quotient of $100,000 divided by a price per share determined by the board of directors of the Company (the "Transaction C Stock Amount").

The Transaction C Asset Purchase Agreement contains representations, warranties and covenants customary for a transaction of this size and nature. Subject to certain limitations, the Transaction C Seller Group, on the one hand, and the Company and Buyer, on the other hand, have agreed to indemnify each other for breaches of representations, warranties and covenants and other specified matters, and the Transaction C Seller Group's indemnification obligations are secured, in part, by the funds in the escrow account for Transaction C Transactions.

The Transaction C Asset Purchase Agreement contains certain termination rights for the Company and the Transaction C Seller Group, including, but not limited to, (i) by mutual written agreement; (ii) if the closing has not occurred on or before September 1, 2026; and (iii) the non-performance of any material covenant or other agreement set forth in the Transaction C Asset Purchase Agreements after an opportunity to cure in some cases.

The Company expects the closing of the Transaction C Transactions to occur within 30 to 45 days, subject to certain closing conditions, including, but not limited to, (i) the accuracy of the representations and warranties of the parties; and (ii) the parties' performance and compliance in all material respects with the agreements and covenants contained in the Transaction C Asset Purchase Agreement, and (iii) the simultaneous closings of the Transaction A Transactions and the Transaction B Transactions.

The foregoing description of the Transaction C Asset Purchase Agreement is a summary only, does not purport to be complete and is subject to, and qualified in its entirety by reference, to the Transaction C Asset Purchase Agreement, a copy of which is attached hereto as Exhibit 2.5, and is incorporated herein by reference. The Transaction C Asset Purchase Agreement contains representations and warranties made by the parties as of specific dates and solely for their benefit. The representations and warranties reflect negotiations between the parties and are not intended as statements of fact to be relied upon by the Company's stockholders or any other person or entity other than the parties to the Transaction C Asset Purchase Agreement and, in certain cases, represent allocation decisions among the parties and are modified or qualified by correspondence or confidential disclosures made between the parties in connection with the negotiation of the Transaction C Asset Purchase Agreement (which disclosures are not reflected in the Transaction C Asset Purchase Agreement itself, may not be true as of any date other than the date made, or may apply standards of materiality in a way that is different from what may be viewed as material by stockholders). Accordingly, the representations and warranties may not describe the actual state of affairs at the date they were made or at any other time, and stockholders should not rely on them as statements of fact. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Transaction C Asset Purchase Agreement.

Transaction D Goodwill Purchase Agreement

On July 17, 2026, the Company and Garment Care Services, on the one hand, and Loeb, on the other hand, entered into an Agreement for the Purchase of Personal Goodwill (the "Transaction D Goodwill Purchase Agreement"), pursuant to which Garment Care Services has agreed to acquire all of the Personal Goodwill (as defined in the Transaction D Goodwill Purchase Agreement) of Loeb in Sudsies (the "Transaction D Transactions").

The consideration for the Transaction D Transactions will be equal to $7,124,778, consisting of (i) $6,624,778 in cash, and (ii) a number of shares of Common Stock equal to the quotient of $500,000 divided by a price per share determined by the board of directors of the Company (the "Transaction D Stock Amount").

The Transaction D Goodwill Purchase Agreement contains representations, warranties and covenants customary for a transaction of this size and nature. Subject to certain limitations, Loeb, on the one hand, and the Company and Purchaser, on the other hand, have agreed to indemnify each other for breaches of representations, warranties and covenants and other specified matters.

The Transaction D Goodwill Purchase Agreement contains certain termination rights for the Company and Loeb, including, but not limited to, by mutual written agreement.

The Company expects the closing of the Transaction D Transactions to occur within 30 to 45 days, subject to certain closing conditions, including, but not limited to, (i) the accuracy of the representations and warranties of the parties; and (ii) the parties' performance and compliance in all material respects with the agreements and covenants contained in the Transaction D Goodwill Purchase Agreement.

The foregoing description of the Transaction D Goodwill Purchase Agreement is a summary only, does not purport to be complete and is subject to, and qualified in its entirety by reference, to the Transaction D Goodwill Purchase Agreement, a copy of which is attached hereto as Exhibit 2.6, and is incorporated herein by reference. The Transaction D Goodwill Purchase Agreement contains representations and warranties made by the parties as of specific dates and solely for their benefit. The representations and warranties reflect negotiations between the parties and are not intended as statements of fact to be relied upon by the Company's stockholders or any other person or entity other than the parties to the Transaction D Goodwill Purchase Agreement and, in certain cases, represent allocation decisions among the parties and are modified or qualified by correspondence or confidential disclosures made between the parties in connection with the negotiation of the Transaction D Goodwill Purchase Agreement (which disclosures are not reflected in the Transaction D Goodwill Purchase Agreement itself, may not be true as of any date other than the date made, or may apply standards of materiality in a way that is different from what may be viewed as material by stockholders). Accordingly, the representations and warranties may not describe the actual state of affairs at the date they were made or at any other time, and stockholders should not rely on them as statements of fact. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Transaction D Goodwill Purchase Agreement.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02. The Transaction C Stock Amount and the Transaction D Stock Amount will be issued in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended, pursuant to Section 4(a)(2) thereof, which exempts transactions by an issuer not involving any public offering. The issuance of the Transaction C Stock Amount and the Transaction D Stock Amount will not be a public offering for purposes of Section 4(a)(2) because of its being made only to Messrs. Rudski and Loeb, each such person's status as an accredited investor, and the manner of the issuance, including that the Company did not, and will not, engage in general solicitation or advertising with regard to the issuance of the Transaction C Stock Amount and the Transaction D Stock Amount and did not, and will not, offer any of the shares to the public in connection with the issuance.

Item 8.01 Other Events.

On July 20, 2026, the Company issued a press release announcing the Transaction A Asset Purchase Agreements, the Transaction B Asset Purchase Agreements, the Transaction C Asset Purchase Agreement and the Transaction D Goodwill Purchase Agreement. In the press release the Company inadvertently overstated the compounded annual growth rate for a five year period for EBITDA of 62%. The corrected percentage is 31%. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

2.1	Asset Purchase Agreement dated as of July 17, 2026, by and among EVI Industries, Inc., Garment Care Services FL, LLC, the Jason Loeb Family Trust UAD December 7, 2005 as amended, the Jorge Baboun and Michelle Zambelli Baboun Inter Vivos Declaration of Trust Created March 13, 2023, Jason Loeb, Jorge Baboun and JLOJB, Inc. f/k/a Sudsies, Inc.
2.2	Asset Purchase Agreement dated as of July 17, 2026, by and among EVI Industries, Inc., GCS 12711 Plant FL, LLC, the Jason Loeb Family Trust UAD December 7, 2005 as amended, the Jorge Baboun and Michelle Zambelli Baboun Inter Vivos Declaration of Trust Created March 13, 2023, Jason Loeb, Jorge Baboun and JLOJB, Inc. f/k/a Sudsies, Inc.
2.3	Asset Purchase Agreement dated as of July 17, 2026, by and among EVI Industries, Inc., Garment Care Services FL, LLC, Sudsies Goldberg Holdings, LLC, JLOJB Management, LLC, F/K/A Sudsies Management, LLC, the Jason Loeb Family Trust UAD December 7, 2005 as amended, the Jorge Baboun and Michelle Zambelli Baboun Inter Vivos Declaration of Trust Created March 13, 2023, Jason Loeb, Jorge Baboun, Luis Moreno, Sudsies Operations North, LLC f/k/a Sudsies Boca LLC and Davie Dry Cleaners, LLC.
2.4	Asset Purchase Agreement dated as of July 17, 2026, by and among EVI Industries, Inc., GCS 112-114 Plant FL, LLC, Sudsies Goldberg Holdings, LLC, JLOJB Management, LLC, F/K/A Sudsies Management, LLC, the Jason Loeb Family Trust UAD December 7, 2005 as amended, the Jorge Baboun and Michelle Zambelli Baboun Inter Vivos Declaration of Trust Created March 13, 2023, Jason Loeb, Jorge Baboun, Luis Moreno and Davie Dry Cleaners, LLC.
2.5	Asset Purchase Agreement dated as of July 17, 2026, by and among EVI Industries, Inc., Garment Care Services FL, LLC, JLOJB On-Site, LLC F/K/A Sudsies On-Site, LLC, the Jason Loeb Family Trust UAD December 7, 2005 as amended, the Jorge Baboun and Michelle Zambelli Baboun Inter Vivos Declaration of Trust Created March 13, 2023, Jason Loeb, Jorge Baboun and Shmuel Rudski.
2.6	Agreement for the Purchase of Personal Goodwill, dated as of July 17, 2026, by and among EVI Industries, Inc., Garment Care Services FL, LLC and Jason Loeb.
99.1	Press release of EVI Industries, Inc., dated July 20, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EVI INDUSTRIES, INC.

Dated: July 23, 2026

By: /s/ Robert H. Lazar
Robert H. Lazar
Chief Financial Officer

Exhibit 2.1

EXECUTION COPY

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of July 17, 2026 (this "**Agreement**"), by and among EVI INDUSTRIES, INC., a Delaware corporation (the "**Parent**"), and GARMENT CARE SERVICES FL, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Parent (the "**Buyer**"), on the one hand, and the JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED (the " **Loeb Trust**") and THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023 (the "**Baboun Trust**", and together with the Loeb Trust, the individually, a "**Trust**", and collectively, the "**Trusts**"), JASON LOEB ("**Loeb**"), JORGE BABOUN ("**Baboun**", and together with Loeb, individually, a "**Shareholder**" and collectively, the "**Shareholders**"), and JLOJB, INC. F/K/A SUDSIES, INC., a Florida corporation (the "**Company**"), on the other hand. The Shareholders, the Trusts and the Company are sometimes collectively referred to as the "**Seller Group.**"

RECITALS

WHEREAS, the Trusts own one hundred percent (100%) of the issued and outstanding shares of capital stock of the Company;

WHEREAS, the Company operates a garment care, textile cleaning, and repair business providing dry cleaning, laundering, wash-dry-fold services, pressing, finishing, stain treatment, and related garment and fabric care services for garments, clothing, footwear, handbags, rugs, and household textiles and other items, including, without limitation, shoe cleaning, handbag cleaning and repair, clothing alterations and tailoring, rug cleaning and repair, and the cleaning and repair of household items, including, but not limited to, drapery, pillows, bedding, and patio furniture cushions (the "**Business**");

WHEREAS, the Business includes the acceptance of customer items through retail drop-off, the return of cleaned or repaired items through customer pick-up, and the provision of scheduled or on-demand pickup and delivery services to customers' residences, offices, or other designated locations;

WHEREAS, the Business encompasses all activities related or incidental thereto, including, without limitation, customer intake, order processing, garment and item tagging, sorting, cleaning, laundering, pressing, finishing, repair, restoration, alteration, storage, routing, billing, and any other services or activities that may be performed through or in connection with the dry-cleaning, fabric care, or repair process, including any items that can be cleaned, repaired, restored, or otherwise improved through such processes;

WHEREAS, the parties to this Agreement wish to effect certain purchases and sales and related transactions with respect to the assets of the Company (collectively, the "**Transactions**") consisting of: (i) the sale to the Buyer by the Company of the Purchased Assets (as defined below) and the transfer to the Buyer by the Company of the Assigned Contracts (as defined below); and in consideration for the foregoing, (ii) the payment of the Purchase Price (as defined below) by the Buyer to the Company and the assumption by the Buyer of the Assumed Liabilities (as defined below); and

WHEREAS, the Shareholders have significant knowledge and experience relating to the Business and intimate knowledge of the Company's customers, processes, trade secrets and/or other business information, and has had discussions with the executive officers of the Parent regarding the direction and expansion plans of the Business following the Closing, and as result, the Shareholders desire to agree to the noncompetition, nonsolicitation, confidentiality, and other provisions set forth herein.

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

ARTICLE I
PURCHASE AND SALE

Section 1.01. **Purchase and Sale of Assets**.

(a) **Purchased Assets**. Subject to the terms and conditions set forth herein, the Company shall sell, transfer, convey, deliver and assign to the Buyer and the Buyer shall purchase, accept and assume all of the assets of the Company (the "**Purchased Assets**"), free and clear of any and all mortgages, pledges, liens, charges, security interests, claims or other encumbrances ("**Encumbrances**"), but excluding the Assumed Liabilities (as defined below); provided however, that on the date that Loeb or Baboun, as the case may be, ceases to be an employee of Buyer or any of its Affiliates (as defined below), the Buyer shall transfer, convey, deliver and assign to Loeb or Baboun, as the case may be, the mobile telephone number that Loeb or Baboun, as the case may be, is using on such date.

(b) **Assigned Contracts**. Subject to the terms and conditions set forth herein, the Company shall sell, transfer, convey, deliver and assign to the Buyer and the Buyer shall purchase, accept and assume all of the contracts of the Company, free and clear of any and all Encumbrances (collectively, the "**Assigned Contracts**"), but excluding the Assumed Liabilities.

(c) **Purchase Price; Encumbrances**. At the Closing, the Buyer shall pay the Purchase Price referred to in Section 1.04 (subject to the following sentence, Section 1.03, Section 1.04(b) and Section 1.08) to the Company or its designees, as specified in writing by the Seller Group to the Buyer at least two (2) business days prior to the Closing (as defined below). No less than three (3) business days prior to the Closing, the Seller Group shall provide to the Buyer payoff amounts and wire transfer instructions for all secured parties of the Company who have Encumbrances on the Purchased Assets or the Assigned Contracts (other than payoff amounts for Assumed Liabilities, including, without limitation, outstanding loans and related existing leases for Company's vehicles used in the Business which outstanding loans, will in the Parent's sole discretion, either be assumed by the Buyer or paid off by the Buyer at the Closing), and the Buyer shall make payments from the Purchase Price (as defined below) to such lenders (other than the lenders for outstanding loans for the Company's vehicles used in the Business) such that all the Encumbrances on the Purchased Assets and the Assigned Contracts are released at the Closing (other than Encumbrances on the Company's vehicles used in the Business).

Section 1.02. **Excluded Assets**. Notwithstanding the foregoing, the Purchased Assets shall not include the assets set forth in Section 1.02 of the disclosure schedules (the "**Disclosure Schedules**") attached hereto (the "Excluded Assets").

Section 1.03. **Liabilities**. Subject to the terms and conditions set forth herein, at the Closing, the Buyer shall assume, and agree to pay, perform and discharge all liabilities of the Company other than Excluded Liabilities, including, without limitation, all outstanding loans and existing leases for Company's vehicles used in the Business which outstanding loans, will in the Parent's sole discretion, either be assumed by the Buyer or paid off by the Buyer at the Closing and all obligations under the Facility Leases (as defined below) and Assumed Contracts (collectively, the "**Assumed Liabilities**"). Without modifying the limited scope of the foregoing, the Buyer shall not be assuming, and the Company shall remain responsible for and shall promptly pay, perform and discharge all of the liabilities of the Company set forth in Section 1.03 of the Disclosure Schedules (collectively, the "**Excluded Liabilities**"), such that the Buyer will incur no liability or loss in connection therewith.

Section 1.04. **Purchase Price**. The aggregate purchase price for the Purchased Assets shall be $21,830,000 (the "**Purchase Price**").

(a) On the Closing Date, the Buyer shall pay to the Company an amount equal to the following (the "**Closing Cash Payment**"):

(i) the Purchase Price; and

(ii) minus, the Escrow Amount (as defined below).

(b) At the Closing, Buyer shall pay the Closing Cash Payment as follows:

(i) The Closing Cash Payment by wire transfer of immediately available funds to an account designated in writing by the Company to the Parent and the Buyer no later than three (3) Business Days prior to the Closing Date; and

(ii) $1,639,000 (the "**Escrow Amount**") via wire transfer of immediately available funds to an account designated by City National Bank of Florida (the "**Escrow Agent**") for funds held in a money market account with an ICS overlay, so that all funds are fully FDIC insured, to be held by the Escrow Agent for no less than twelve (12) months after the Closing Date; provided that a portion of the Escrow Amount equal to any Losses (as defined below) required to be paid by the Seller Group as of such twelve (12) month anniversary that have not been paid by the Seller Group shall not be released until such Losses have been paid, pursuant to the terms and conditions of an Escrow Agreement, dated as of the Closing Date, among the Escrow Agent, the Parent, and the Company, in the form set forth on Exhibit A (the "**Escrow Agreement**").

Section 1.05. **Intentionally Omitted**.

Section 1.06. **Accounts Receivable Adjustment**. From the Closing Date through ninety (90) days after the Closing Date, ninety (90) days after the date such are required to be paid in accordance with the terms of the applicable contract or purchase order (as applicable), the Parent and Buyer shall use their commercially reasonable efforts to collect the Accounts Receivable. Any partial receipts of Accounts Receivable shall be first applied against the oldest outstanding Accounts Receivable of such account debtor. In the event that the Parent or Buyer is unable to collect any part of the Accounts Receivable (the "**Uncollected Accounts Receivable**") upon the conclusion of such ninety (90) day anniversary or such ninety (90) day period, as the case may be, then payment by the Seller Group for such Uncollected Accounts Receivable shall be made by the Seller Group to the Parent (at the sole election of the Parent) by wire transfer in immediately available funds or offset of such amount against the Escrow Amount, or upon mutual agreement of the Company and Parent. Notwithstanding the foregoing, if the Parent and the Company mutually agree, the Uncollected Accounts Receivable may be handled in a manner mutually acceptable to the Seller Group and the Parent, or the Parent may assign the Uncollected Accounts Receivable to the Company which shall be entitled to collect the Uncollected Accounts Receivable for its sole benefit. In such latter event, the Seller Group shall have the right to pursue the collection of the Uncollected Accounts Receivable prior to the expiration of the applicable statute of limitation for collection of such funds and the Seller Group's collection of such Accounts Receivable shall be consistent with the past practices of the Company, which include, among other things, commercially reasonable efforts not to injure any customer relationships of the Company or of the Business as it relates to the Parent after the Closing. For the purposes of this Agreement, "**Accounts Receivable**" means, as of the Closing Date, any trade accounts receivable, notes receivable, employee advances and other miscellaneous receivables of the Company and any security, claim, remedy or other right related to any of the foregoing, and for the avoidance of doubt shall include any and all receivables for sales processed by the Company prior to the Closing Date.

Section 1.07. **Purchase Price Allocation**. The Buyer and the Seller Group agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all tax purposes as set forth on Section 1.07 of the Disclosure Schedules (the "**Allocation Schedule**"). Buyer and the Company agree that: (i) they shall file (or shall cause to be filed) Form 8594 under Section 1060 of the Code and all other applicable Tax Returns (as defined below) and forms consistent with the Allocation Schedule; and (ii) in the course of any examination, audit or other proceeding with respect to any Tax Return or Tax (as defined in Section 3.17(n)) and (o) below), will take no position, and cause its Affiliates to take no position, inconsistent with the Allocation Schedule for Tax purposes, unless required by applicable law.

Section 1.08. **Withholding Tax**. The Buyer shall be entitled to deduct and withhold from consideration otherwise payable pursuant to this Agreement all amounts that the Buyer may be required to deduct and withhold under any applicable law relating to Taxes. All such withheld amounts shall be treated as delivered to the Company hereunder.

ARTICLE II
CLOSING

Section 2.01. **Closing**. The closing of the Transactions (the "**Closing**") shall take place remotely by wiring of funds and exchange of documents and signatures (or their electronic counterparts) at 10:00 a.m. (eastern time), within three (3) business days after the satisfaction or waiver, in writing, of all conditions to Closing set forth in this Agreement, or at such other date, time or place as may be mutually agreed to in writing by the parties hereto (the "**Closing Date**"). The Closing shall be deemed to take place at 12:01 a.m. on the Closing Date.

Section 2.02. **Conditions to Closing Obligation of the Parent and Buyer**. The obligation of the Parent and the Buyer to consummate the Transactions and to enter into each agreement to be executed in connection with this Agreement at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the Parent in its sole discretion):

(a) The representations and warranties of the Seller Group set forth in this Agreement and in each agreement to be executed in connection with this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent that any representation or warranty is limited by its terms to a specific date, in which case such representation or warranty need only be true and correct as of such date, and except that those representations and warranties that are modified as to materiality or contain a qualification referring to a "material adverse effect" or any similar modification or qualification shall be true and correct in all respects.

(b) The Seller Group shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement and by each agreement to be executed in connection with this Agreement to be so performed or complied with by the Seller Group at or before the Closing (including but not limited to the obligation to execute and deliver the documents required to be executed and delivered pursuant to Section 2.04(a)).

(c) Since the date of this Agreement, there shall not have occurred any event, occurrence, fact, condition, change or effect that has a materially adverse effect on the Business, the Purchased Assets, the Assigned Contracts or the Assumed Liabilities, operations or results of operations of the Business, prospects, or condition (financial or otherwise) of the Business taken as a whole.

(d) There shall not be in effect on the Closing Date any order or law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement or that could reasonably be expected to otherwise result in a material diminution of the benefits of the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement to the Parent, and there shall not be pending or threatened on the Closing Date any Action (as defined below) in, before or by any governmental authority that could reasonably be expected to result in the issuance of any such order or the enactment, promulgation or deemed applicability of any such law to the Parent, the Buyer, the Shareholders, the Trusts, the Company or the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement.

(e) Other than changes in ownership to be filed with the U.S. Parent & Trademark Office with regard to the change in ownership of the Company, all consents, approvals and actions of, filings with and notices necessary of any governmental authority to permit the Seller Group to perform their respective obligations under this Agreement and under each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby (i) shall have been duly obtained, made or given, (ii) shall be in form and substance reasonably satisfactory to the Parent, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(f) All consents (or waivers in lieu thereof) (including, without limitation, the consents set forth on Schedule 3.03) to the performance by the Seller Group of their respective obligations under this Agreement and under each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby without violating any law or breaching (or giving rise to a right to terminate) any contract, (i) shall have been obtained, (ii) shall be in form and substance reasonably satisfactory to the Parent, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(g) All required proceedings to be taken on the part of the Seller Group in connection with the Transactions and all documents incident thereto shall be reasonably satisfactory in form and substance to the Parent, and the Parent shall have received copies of all such documents and other evidence as the Parent may reasonably request in order to establish the consummation of such Transactions and the taking of all proceedings in connection therewith.

(h) There shall not exist any material Encumbrances on any of the Purchased Assets or any of the Assigned Contracts (other than the Assumed Liabilities and Encumbrances on the Assumed Liabilities).

(i) All accounts payable of the Company arose in bona fide arm's length transactions in the ordinary course of Business and no account payable is delinquent by more than forty-five (45) days in its payment.

(j) The simultaneous closings of the transactions contemplated by those certain (i) Asset Purchase Agreement by and among the Parent and GCS 12711 Plant, LLC, a Florida limited liability company, on the one hand, and the Trusts, Loeb, Baboun and the Company, on the other hand; (ii) Asset Purchase Agreement, dated as of the date hereof, by and among, the Parent and the Buyer, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts, Loeb, Baboun, Moreno, Sudsies Operations North, LLC f/k/a Sudsies Boca LLC, a Florida limited liability company, and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; (iii) Asset Purchase Agreement by and among the Parent and GCS 112-114 Plant, LLC, a Florida limited liability company, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC, f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts Loeb, Baboun, Luis Moreno and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; and (iv) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun, Shmuel Rudski and JLOJB On-Site, LLC, f/n/a Sudsies On-Site, LLC, a Florida limited liability company, on the other hand.

Section 2.03. **Conditions to Closing Obligation of the Seller Group.** The obligations of the Seller Group to consummate the Transactions and to enter into each agreement to be executed in connection with this Agreement at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the Seller Group in its sole discretion):

(a) The representations and warranties of the Parent and the Buyer set forth in this Agreement and in each agreement to be executed in connection with this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent that any representation or warranty is limited by its terms to a specific date, in which case such representation or warranty need only be true and correct as of such date, and except that those representations and warranties that are modified as to materiality or contain a qualification referring to a “material adverse effect” or any similar modification or qualification shall be true and correct in all respects.

(b) The Parent and the Buyer shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement and by each agreement to be executed in connection with this Agreement to be so performed or complied with by the Parent and the Buyer at or before the Closing (including but not limited to the obligation to execute and deliver the documents required to be executed and delivered pursuant to Section 2.04(b)).

(c) All consents, approvals and actions of, filings with and notices to any governmental authority necessary to permit the Parent and the Buyer to perform of their respective obligations under this Agreement and by each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby, (i) shall have been duly obtained, made or given, (ii) shall be in form and substance reasonably satisfactory to the Seller Group, (iii) not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any governmental authority necessary for the consummation of the Transactions shall have occurred.

(d) All consents (or waivers in lieu thereof) (including, without limitation, the consents set forth on Section 3.03 of the Disclosure Schedules) to the performance by the Parent and the Buyer of their respective obligations under this Agreement and by each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby (i) shall have been obtained, (ii) shall be in form and substance reasonably satisfactory to the Seller Group, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(e) All required proceedings to be taken on the part of the Parent and the Buyer in connection with the Transactions and all documents incident thereto shall be reasonably satisfactory in form and substance to the Seller Group, and the Seller Group shall have received copies of all such documents and other evidence as the Seller Group may reasonably request in order to establish the consummation of such Transactions and the taking of all proceedings in connection therewith.

(f) The simultaneous closings of the transactions contemplated by those certain (i) Asset Purchase Agreement by and among the Parent and GCS 12711 Plant, LLC, a Florida limited liability company, on the one hand, and the Trusts, Loeb, Baboun and the Company, on the other hand; (ii) Asset Purchase Agreement, dated as of the date hereof, by and among, the Parent and the Buyer, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC, f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts, Loeb, Baboun, Moreno, Sudsies Operations North, LLC f/k/a Sudsies Boca LLC, a Florida limited liability company, and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; (iii) Asset Purchase Agreement by and among the Parent and GCS 112-114 Plant, LLC, a Florida limited liability company, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC, f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts Loeb, Baboun, Luis Moreno and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; and (iv) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun, Shmuel Rudski and JLOJB On-Site, LLC f/k/a/ Sudsies On-Site, LLC, a Florida limited liability company, on the other hand.

Section 2.04. **Closing Deliverables**.

(a) At the Closing, the Seller Group shall deliver to the Parent and Buyer the following:

(i) the Escrow Agreement, duly executed by the Company;

(ii) a bill of sale in the form of Exhibit B hereto (the "**Bill of Sale**"), duly executed by the Company, transferring the Purchased Assets to the Buyer;

(iii) an assignment and assumption agreement in the form of Exhibit C hereto (the "**Assignment and Assumption Agreement**"), duly executed by the Company effecting the assignment to and assumption by the Buyer of the Assigned Contracts;

(iv) the facility leases in the form of (i) Exhibit D-1 hereto relating to 6100 Biscayne Blvd., Miami Fl, 33137, duly executed by JLOJB 6100, LLC f/k/a Sudsies 6100, LLC, as Landlord, and the Buyer, as Tenant, and (ii) Exhibit D-2 hereto relating to 405 South Federal Highway, Boca Raton, FL 33432, duly executed by JLOJB 405, LLC f/k/a Sudsies 405, LLC, as Landlord and the Buyer, as Tenant (collectively, the "**Facility Leases**");

(v) Noncompetition Agreements, in the form of Exhibit E-1 hereto (the "**Key Officer Noncompetition Agreement**"), duly executed by the Person set forth on Section 2.04(a)(v) of the Disclosure Schedules under the heading "Key Officers") and Noncompetition Agreements, in the form of Exhibit E-2 hereto (the "**Key Employee Noncompetition Agreement**"), duly executed by the Persons set forth on Section 2.04(a)(v) of the Disclosure Schedules under the heading "Key Employees");

(vi) the letter agreement, in the form of Exhibit F hereto (the "**Letter Agreement**"), duly executed by the Seller Group;

(vii) copies of all consents, approvals, waivers and authorizations referred to in Section 3.03 of the Disclosure Schedules;

(viii) an IRS Form W-9 completed and executed by the Company;

(ix) a certificate, duly executed by the Shareholders, the trustees of the Trusts and the President of the Company, certifying as to the matters set forth in Section 2.02(a), Section 2.02(b) and 2.02(c).

(x) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of the Company certifying as to (A) the organizational documents of the Company, (B) resolutions of the board of directors, managers, shareholders and/or members of the Company, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the Transactions, and (C) the names and signatures of the officers of the Company authorized to sign this Agreement and the documents to be delivered hereunder;

(xi) a certificate of the trustee of each Trust certifying as to (A) the trust agreement of each Trust, and (B) resolutions of the trustee of each Trust, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the Transactions;

(xii) all of the books and records of the Company relating to the Business;

(xiii) evidence, satisfactory to Parent, of the release and satisfaction of all Encumbrances on the Purchased Assets and Assigned Contracts (other than Encumbrances on the Assumed Liabilities);

(xiv) evidence, satisfactory to Parent, that after the date hereof, the Company paid to certain of its employees cash bonuses in the aggregate amount equal to $860,000;

(xv) a written acknowledgement from Baboun, satisfactory to Parent, of the existence and simultaneous closing of the transactions contemplated by that certain Agreement for the Purchase of Personal Goodwill, dated as of the date hereof, between Buyer and Loeb; and

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

(b) At the Closing (or as otherwise indicated), the Buyer shall deliver to the Company the following:

(i) to the account designated by the Company at least three (3) business days prior to the Closing Date by the Company in a written notice to the Buyer and Parent an amount equal to the Closing Cash Payment, by wire transfer of immediately available funds;

(ii) the Escrow Amount shall be wired to an account designated by the Escrow Agent;

(iii) the Escrow Agreement, duly executed by the Parent;

(iv) the Bill of Sale, duly executed by the Buyer;

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

(vi) the Facility Leases, duly executed by the Buyer;

(vii) the Noncompetition Agreements, duly executed by the Buyer;

(viii) the Letter Agreement, duly executed by the Parent; and

(ix) a certificate, duly executed by the Chief Executive Officer of the Parent and the sole member of the Buyer, certifying as to the matters set forth in Section 2.03(a) and Section 2.03(b).

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER GROUP

The Company, the Trusts and the Shareholders, jointly and severally, hereby represent and warrant to the Parent and the Buyer, subject to such exceptions as are specifically disclosed in the Disclosure Schedules, as set forth below. For purposes of this ARTICLE III, "the Seller Group's Knowledge," "Knowledge of the Seller Group" and any similar phrases shall mean the actual knowledge of any director, officer or shareholder of the Company, provided, however, such person shall be deemed to have "knowledge" of a particular fact, circumstance or other matter if a reasonably prudent person would be expected to become aware of such fact, circumstance or other matter.

Section 3.01. **Organization**. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full corporate power and authority to conduct the Business as and, to the extent now conducted, to own, use and lease its assets. Except as set forth in Schedule 3.01(a), the Company is not required to be qualified, licensed or admitted to do business in any other jurisdiction. The names, titles and other positions of all of the officers and directors of the Company are listed in section 3.01(a) of the Disclosure Schedules.

Section 3.02. **Authority and Enforceability**.

(a) Each Shareholder has the power, authority and full legal capacity to execute this Agreement and the documents to be delivered hereunder to which he is a party and perform his obligations hereunder and thereunder. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by each Shareholder and, assuming the due authorization, execution and delivery by the Buyer and/or the Parent, constitute the legal, valid and binding obligations of such Shareholder, enforceable against them in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(b) The Company has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by the Company of this Agreement and the documents to be delivered hereunder and the performance by the Company of its obligations hereunder and thereunder have been duly and validly authorized by its board of directors and shareholders, and no other action on the part of the Company or its shareholders is necessary. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of the Company, enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(c) Each Trust has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by such Trust of this Agreement and the documents to be delivered hereunder and the performance by such Trust of its obligations hereunder and thereunder have been duly and validly authorized by such Trust and its trustee, and no other action on the part of such Trust or its trustee is necessary. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by such Truist and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of such Trust, enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

Section 3.03. **No Conflicts; Consents**. Except as disclosed in Section 3.03(a) of the Disclosure Schedules, the execution, delivery and performance by the Seller Group of this Agreement and the documents to be delivered hereunder, and the consummation of the Transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of the Company; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Seller Group or the Purchased Assets; (c) subject to obtaining the consents referenced below, conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Seller Group is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. Except as disclosed in Section 3.03(b) of the Disclosure Schedules, no consent, approval, waiver or authorization is required to be obtained by the Seller Group from any Person (including any governmental authority or vendor or supplier of the Company), and the Seller Group is not required to make any filing with or give any notice to any Person (including any governmental authority or vendor or supplier of the Company), in connection with the execution, delivery and performance by the Seller Group of this Agreement and the consummation of the Transactions contemplated hereby and in any document to be delivered hereunder. "Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, joint venture, vendor, supplier, other business organization, trust, union, association or governmental authority of any nature.

Section 3.04. **Equity Interests**. Section 3.04 of the Disclosure Schedules sets forth a complete and correct list of the authorized and issued shares of capital stock of the Company. Such capital stock has been duly authorized and validly issued, is fully paid and non-assessable and was not issued in violation of, and is not subject to, any preemptive rights or other similar rights of any Person. There is no contract or other instrument outstanding that directly or indirectly: (i) calls for the issuance, sale, grant or other disposition of capital stock of the Company or securities that are convertible into, or have other rights to acquire, any securities of the Company; (ii) obligates the Company to grant, offer or enter into any of the foregoing; or (iii) relates to the voting or control of the capital stock of the Company. Each Trust owns, beneficially and of record, the shares of capital stock of the Company listed opposite such Trust's name on Section 3.04 of the Disclosure Schedules, free and clear of any Encumbrances.

Section 3.05. **Title to Purchased Assets**. The Company owns and has good title to the Purchased Assets, free and clear of Encumbrances.

Section 3.06. **Condition and Sufficiency of Assets**. The Purchased Assets are in good condition (reasonable wear and tear excepted) and are adequate for the uses to which they are being put, and none of such Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance or repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

Section 3.07. **Inventory.** All inventory, finished goods, raw materials, work in progress, packaging, supplies, cleaning products, consumables, all operational supplies customarily used in the conduct of the Business and other inventories included in the Purchased Assets consist of a quality and quantity usable and salable in the ordinary course of business.

Section 3.08. **Intellectual Property**.

(a) "**Intellectual Property**" means any and all: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing). For purposes of clarity, Intellectual Property does not include any rights, title or interest in or to any widely-available off-the-shelf software.

(b) Section 3.08 of the Disclosure Schedules lists all Intellectual Property included in the Purchased Assets ("**Purchased IP**"). The Seller Group owns or has adequate, valid and enforceable rights to use all the Purchased IP, free and clear of all Encumbrances. The Seller Group is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any Person.

(c) The Seller Group's prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property rights of any Person and there are no claims pending or threatened by any Person with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. No Person is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither the Seller Group nor any Affiliate of the Seller Group has made or asserted any claim, demand or notice against any Person alleging any such infringement, misappropriation, dilution or other violation.

Section 3.09. **Assigned Contracts.** Each Assigned Contract is valid and binding on the Company in accordance with its terms and is in full force and effect. None of the Seller Group or, to the Seller Group's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. To the Seller Group's Knowledge, other than obtaining any required consents, no event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assigned Contract have been made available to the Buyer. There are no disputes pending or, to the Knowledge of the Seller Group, threatened under any Assigned Contract.

Section 3.10. **Permits**. Section 3.10 of the Disclosure Schedules lists all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the "**Transferred Permits**"). The Transferred Permits are valid and in full force and effect. All fees and charges with respect to such Transferred Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Transferred Permit.

Section 3.11. **Financial Statements**. Complete copies of (i) the unaudited financial statements consisting of the balance sheet of the Company as at December 31, 2025, and the related statements of income and retained earnings, stockholder's equity and cash flow for the year then ended, and (ii) the unaudited financial statements consisting of the balance sheet of the Company as at May 31, 2026 and the related statements of income and retained earnings, stockholder's equity and cash flow for the five-month period then ended (collectively, the "**Financial Statements**") are set forth on Section 3.11 of the Disclosure Schedules. The Financial Statements fairly present in all material respects the financial condition of the Company at the date thereof and the results of operations of the Company for fiscal periods reported upon thereon, and are generally consistent with the accounting records of the Company (which accounting records are true, correct and complete in all material respects, except as set forth in such Schedule).

Section 3.12. **Absence of Changes**. Since December 31, 2025, the Company has been operated in the ordinary course consistent with past practice and there has not been any material adverse effect with respect to the Company or any event or development that, individually or together with any or all other such events, could reasonably be expected to result in a material adverse effect with respect to the Company

Section 3.13. **Employee Benefit Matters** .

(a) Section 3.13 of the Disclosure Schedules contains a list of each material benefit, retirement, employment, consulting, compensation, incentive, bonus, option, restricted unit, unit appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare and fringe-benefit agreement, plan, policy and program in effect and covering one or more employees of the Company, former employees of the Business, current or former directors of the Business or the beneficiaries or dependents of any such persons, and is maintained, sponsored, contributed to, or required to be contributed to by the Company, or under which the Company has any material liability for premiums or benefits (as listed on Section 3.13 of the Disclosure Schedules, each, a "**Benefit Plan**").

(b) To Seller Group's Knowledge, each Benefit Plan and related trust complies with all applicable laws. Each Benefit Plan (a '**Qualified Benefit Plan**") that is intended to be qualified under Section 401(a) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to the Seller Group's Knowledge, nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from the Internal Revenue Service, as applicable. With respect to any Benefit Plan, to the Seller Group's Knowledge, no event has occurred or is reasonably expected to occur that has resulted in or would subject Seller to a tax under Section 4971 of the Code or the Purchased Assets to a lien under Section 430(k) of the Code.

Section 3.14. **Employee Matters**. Set forth in Section 3.14 of the Disclosure Schedules is a copy of the 2025 and present payroll summary of the Company which lists all employees who as of the date thereof and hereof were and are actively employed either full or part time by the Company and their respective positions, hire dates, termination dates (if applicable), base wage rates, and the amount of any other compensation.

Section 3.15. **Real Property**. The Company does not own any real property. All real property leased for a period greater than one (1) month by the Company is listed on Section 3.15 of the Disclosure Schedules (collectively, the "**Leased Real Property**"). The Company (i) has a valid and enforceable leasehold interest with respect to each item of Leased Real Property leased by it, subject to no Encumbrances (other than those contained in the underlying leases, real estate taxes and existing and future mortgages thereon), and (ii) is in possession of and has quiet enjoyment of each item of Leased Real Property leased by it. None of the Leased Real Property is subject to any sublease of all or any portion thereof and no Person other than the Company has any right to occupy any of the Leased Real Property. The Leased Real Property is adequate for the current needs of the Company and the anticipated needs of the Company. All of the leasehold improvements at the Leased Real Property are adequate for the current needs of the Company and are in good condition, ordinary wear and tear excepted. There is no pending or, to the Knowledge of the Seller Group, proposed, anticipated or contemplated, annexation, condemnation, eminent domain or similar proceeding, or any zoning or tax (except for owner's protest of current real estate tax assessments) or assessment proceeding affecting, or that may affect, all or any portion of the Leased Real Property.

Section 3.16. **Environmental Matters** .

Except as set forth on Section 3.16 of the Disclosure Schedules, the Company represents the following:

(a) The operations of Company with respect to the Business, Leased Real Property, and the Purchased Assets are currently in and have at all times been in compliance with all Environmental Laws. The Company has not received from any Person, with respect to the Business, Leased Real Property, or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing liabilities or requirements as of the Closing Date.

(b) The Company and its Affiliates have obtained and is in material compliance with all Environmental Permits (each of which is disclosed on Section 3.16(b) of the Disclosure Schedules) reasonably necessary for the conduct of the Business as currently conducted and for the ownership, lease, operation, or use of the Purchased Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with all applicable Environmental Law, and the Company is not aware of any condition, event, or circumstance that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation, or use of the Purchased Assets. With respect to any such Environmental Permits, the Company has undertaken, or will undertake prior to the Closing Date, all reasonable measures necessary to facilitate transferability of the same to the extent transferable, the Company is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any revocation, rescission, or material adverse change in the status or terms and conditions of the same.

(c) None of the Business or the Purchased Assets or any real property or site currently or formerly owned, leased, or operated by the Company or any of its Affiliates in connection with the Business is listed on, or has been proposed for listing on, or has disposed of waste material at any site listed on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) There has been no Release of Hazardous Materials in contravention of Environmental Law, or that could reasonably be expected to give rise to an investigation, remedial or corrective actions, or other Liabilities on the part of the Company pursuant to Environmental Law, with respect to the Business, Leased Real Property, or the Purchased Assets or any real property or site currently owned, operated, or used or formerly owned, leased, operated, or used by the Company in connection with the Business. There is no evidence of soil or groundwater contamination in violation of Environmental Law on the Leased Real Property. The Company has not received an Environmental Notice that any of the Business or the Purchased Assets or real property or site currently or formerly owned, leased, operated, or used by the Company in connection with the Business (including soils, groundwater, surface water, buildings, and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, the Company or any of its Affiliates.

(e) There are no past, pending, or, to the Knowledge of the Company, threatened Environmental Claims against the Company or any other Person occupying, using, or conducting operations on the Leased Real Property.

(f) Neither the Company nor any of its Affiliates has retained or assumed, by contract or operation of law, any liabilities of third parties under Environmental Law.

(g) The Company has provided or otherwise made available to Buyer and listed on Section 3.16(g) of the Disclosure Schedules: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, compliance assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property or site currently or formerly owned, leased, or operated by the Company in connection with the Business which are in the possession or control of the Company related to compliance with Environmental Laws, Environmental Claims, or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit, or otherwise control pollution and/or emissions, manage waste, or otherwise ensure compliance with current Environmental Laws (including, without limitation, costs of remediation, pollution control equipment, and operational changes).

(h) Neither the Company nor any of its Affiliates has entered into or agreed to enter into (and does not contemplate entering into) any consent decree or order, and the Company is not subject to any judgment, decree or judicial or administrative order relating to compliance with, or the cleanup of Hazardous Materials under, any applicable Environmental Laws.

(i) With respect to the operation of the Business or the Leased Real Property, neither the Company nor to its Knowledge any of its corporate predecessors or Affiliates have treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, or released any Hazardous Materials on the Leased Real Property or any real property adjacent to the Leased Real Property, or directly or indirectly on any other real property in violation in any material respects of Environmental Laws or in a manner that would be reasonably likely to result in material liability, or owned or operated the Business or Leased Real Property, so as to give rise to any current or future Environmental liabilities, including any liability for fines, penalties, response costs, corrective action costs, personal injury, property damage, natural resources damage or attorneys' fees, pursuant to any Environmental Law.

(j) The Company is not aware of and does not reasonably anticipate, as of the Closing Date, any condition, event, or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede, or materially increase the costs associated with the ownership, lease, operation, performance, or use of the Business or the Purchased Assets as currently carried out.

(k) To the Knowledge of the Company, there are no PCBs or PCB containing equipment or materials, PFAS or PFAS containing equipment or materials, or asbestos or asbestos containing materials, located on or at the Leased Real Property.

(l) To the Knowledge of the Company, Section 3.16(l) of the Disclosure Schedules contains a complete and accurate list of all active or abandoned aboveground or underground storage tanks owned or operated by the Company at the Leased Real Property or as part of the Purchased Assets, all of which have been used and maintained in compliance in all material respects with all Environmental Laws.

(m) The Parties acknowledge that Buyer may, at its sole cost and expense, engage an environmental consultant to conduct environmental investigation(s) at the Leased Real Property, including invasive sampling. In the event Buyer conducts such an environmental investigation, the Company shall coordinate access to facilitate such investigation; provided, that, any such investigation shall not unreasonably interfere with the Business.

(n) For purposes of this Agreement:

(i) "**Environment**" means soil, land, surface and subsurface strata, surface waters (including navigable and non-navigable inland and ocean waters), groundwaters, drinking water supply, stream sediments, indoor or outdoor ambient air, plant and animal life, and any other environmental medium or natural resource.

(ii) "**Environmental Law**" means any federal, state or local law or governmental order relating to or for the protection of the environment, pollution (or cleanup thereof) and occupational health and safety, including without limitation any statute, regulation, and judicial and/or administrative decision or order pertaining to (i) the prohibition, regulation, or control, exposure to, monitoring and cleanup of any Hazardous Material; (ii) the treatment, storage, disposal, generation, processing, production, and transportation of Hazardous Materials; (iii) air (including indoor air), water, radiation, and noise pollution; (iv) groundwater and soil contamination; (v) the release or threatened release into the environment of Hazardous Materials, including without limitation emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals; (vi) the protection of wild life, marine life and wetlands, including without limitation all endangered and threatened species, human health or safety; and (vii) manufacturing, processing, using, distributing, treating, storing, disposing, transporting, or handling of Hazardous Materials, all as amended to date. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Safe Water Drinking Act, 42 U.S.C. §300f et seq., and any appliable heath advisory; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(iii) "**Hazardous Materials**" means any waste, pollutant, contaminant, hazardous substance, toxic, ignitable, reactive or corrosive substance, hazardous waste, special waste, industrial substance, by-product, process intermediate product or waste, petroleum or petroleum-derived substance or waste, chemical liquids or solids, perchloroethylene, liquid or gaseous products, or any constituent of any such substance or waste, the use, handling or disposal of which by the Company is in any way governed by or subject to any applicable Environmental Law, but shall not include limited and reasonably necessary quantities of ordinary household or commercial supplies of any of the foregoing and repair, maintenance and cleaning supplies used in the ordinary operation of a commercial building which are maintained, stored and used in accordance with all Environmental Laws.

(iv) "**Environmental Permit**" means any Permit, letter, clearance, waiver, license, closure, notification, decision, or other action required under or issued, granted, given, authorized by, or made pursuant to Environmental Law.

(v) "**Release**" or "**Released**" means any release, spill, emission, overflow, leaking, pumping, pouring, dumping, emptying, discharge, disposing, deposit, injection, escaping, leaching, seepage, infiltration, introduction, or migration of any Hazardous Waste, whether intentional or accidental, unauthorized, of any substance into the Environment, into or out of any property, into or out of any building or other improvements.

Section 3.17. **Taxes**. Except as set forth on Section 3.17 of the Disclosure Schedules:

(a) All Tax Returns of, or with respect to, the Company, the Business and the Purchased Assets have been timely filed (including time granted extensions) with the appropriate governmental entity and are true, correct and complete in all respects and were prepared in compliance with all applicable laws.

(b) All Taxes that are due and payable of, or with respect to, the Company, the Business and the Purchased Assets (whether or not shown on any Tax Return) have been timely paid in full.

(c) With respect to the Company, the Business and the Purchased Assets, the Company has not (i) waived any statute of limitations with respect to any Tax Return or Taxes, (ii) agreed to any extension of time for filing any Tax Return, or (iii) consented to extend the period in which any Tax may be assessed or collected by any governmental entity and no such request to waive or extend is outstanding with the exception of the 2025 filings which will be filed prior to Closing.

(d) To the Knowledge of the Company, no Tax audits, claims, examinations, disputes, investigations or administrative or judicial Tax proceedings are being conducted with respect to the Company, the Purchased Assets, or the Business. The Company has not received a notice from any governmental entity (i) that any Tax audits, claims, examination, disputes, investigations or administrative or judicial Tax proceedings with respect to the Purchased Assets, the Business or the Company are threatened, pending or being conducted, (ii) requesting information related to Tax Returns or Tax matters with respect to the Company, the Purchased Assets or the Business or (iii) including a notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed against or on the Purchased Assets, the Company or the Business and none of the foregoing is threatened.

(e) The Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party and all information reporting required with respect thereto (including Forms W-2 and 1099) has been properly completed and timely filed.

(f) At all times since September 1, 1995, (i) the Company has been a validly electing S corporation (within the meaning of Section 1361(a) of the Code and any comparable provision of state and local Tax Law in jurisdictions in which such election was available), (ii) no actions have been taken and no omissions have occurred which would cause the Company's S corporation status to terminate or to be revoked, and (iii) the Company has had only one class of stock within the meaning of Code Section 1361 and the Treasury Regulations promulgated thereunder. At all times since its date of formation, the Company has been treated as a subchapter S Corporation for all income Tax purposes and has made no election inconsistent with such treatment.

(g) There are no Encumbrances for Taxes relating to the Purchased Assets, nor are there any Encumbrances for Taxes which are pending or, to the Knowledge of the Company, threatened against the Purchased Assets.

(h) Except regarding the IRS powers of attorney Form 2048 filed with respect to Laurance Herrup, CPA, no power of attorney has been granted by the Company with respect to any matter related to Taxes of the Company, the Purchased Assets or the Business. No requests for ruling or determination letters or competent authority relief is currently pending with any Taxing Authority with respect to any Taxes of the Shareholders or the Assets.

(i) To the Knowledge of the Company, no claim has been made by a governmental entity in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to Taxes with respect to any of the Purchased Assets or the Business.

(j) The Company does not have any liability for the Taxes of any Person under Treasury Regulation Section 1.1502–6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise. The Company is not a party to or bound by any Tax allocation or sharing agreement.

(k) The Company has not been a party to any "reportable transaction," as defined in Code Section 6707A(c)(1) and Treasury Regulations Section 1.6011-4(b) or any analogous provision of state, local or non-U.S. law.

(l) The Company is not a foreign person within the meaning of Section 1445 of the Code.

(m) The Company has had properly forgiven its Paycheck Protection Program Loan pursuant to Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, H.R. 748, 116th Cong. (2020), and any successor legislation.

(n) In accordance with applicable law, the Company has (i) properly collected and remitted all sales, use, gross receipts value added and similar Taxes with respect to sales, leases, licenses made, and services provided to its customers, and (ii) for all sales, leases, licenses and services that are exempt from sales, use, value added and similar Taxes and that were made without charging or remitting sales, use, gross receipts value added or similar Taxes, received and retained all Tax exemption certificates and other documentation required to qualify such sale, lease, license or service as exempt.

(o) "**Tax**" or "**Taxes**" shall mean any and all (i) federal, state, local or non-U.S. income, alternative or add-on minimum tax, gross receipts, capital stock, sales, use, transfer, franchise, profits, windfall profits, environmental, license, registration, escheat, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, real or personal property and estimated taxes, premiums and occupation taxes, customs, duties, or other taxes or charges of any kind whatsoever, whether or not disputed, including any interest, penalties, fines, or additions thereto and (ii) liabilities payable to any Person (a) pursuant to any tax indemnity, tax allocation or tax sharing or other similar agreement or arrangement relating to the payment of any such tax, fee, assessment or charge, whether imposed directly or not, (b) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), (c) as a result of being a transferee, successor or member of an affiliated, consolidated, unitary or combined group, (d) by contract, (e) pursuant to applicable law or (f) otherwise.

(p) “**Tax Return**” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedules or attachments thereto, and including any amendments thereof.

Section 3.18. **Accounts Receivable**. The Accounts Receivable: (i) arose from bona fide transactions in the ordinary course of the Business and are payable on ordinary trade terms, (ii) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their terms except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or similar laws, (iii) are not subject to any valid set-off or counterclaim, and (iv) the Company has the right to collect such accounts receivable in the ordinary course of the Business consistent with past practices in the aggregate recorded amounts thereof.

Section 3.19. **Suppliers.** Section 3.19 of the Disclosure Schedule sets forth the names and dollar amounts of each of the five (5) largest suppliers (based on expenditures) of the Company, with respect to the Business for the twelve (12) month period ended May 31, 2026. The Company has not received any written notice, and does not otherwise have any Knowledge that any such supplier intends to cancel, modify or otherwise change its relationship with the Company (as relates to the Business) or the Business in any material manner.

Section 3.20. **Insurance.** Section 3.20 of the Disclosure Schedules contains a true and complete list of all liability, property, workers’ compensation, automobile, directors’ and officers’ liability and other insurance policies currently in effect that insure the Business or the operations or employees of the Company, or affect or relate to the ownership, use or operation of any of the Purchased Assets of the Company (including the names and addresses of the insured party thereunder and the insurers, the expiration dates thereof, the annual premiums and payment terms thereof, the amounts of coverage and deductibles thereunder, a brief description of the interests insured thereby and a copy of a detail loss history report issued by the insurer with respect to the prior five year period). The Company has not received notice (whether written or oral) that any insurer under any policy referred to in this Section 3.20 is denying liability with respect to a claim thereunder or defending under a reservation of rights clause.

Section 3.21. **Non-foreign Status**. No member of the Seller Group is a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2.

Section 3.22. **Compliance with Laws**. The Seller Group has been and now is in material compliance with all applicable federal, state, and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 3.23. **Legal Proceedings**. There is no claim, action, suit, proceeding or governmental investigation (“**Action**”) of any nature pending or, to the Seller Group’s Knowledge, threatened against or by the Seller Group (a) relating to or affecting the Purchased Assets or the Assumed Liabilities; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the Transactions. To the Seller Group’s Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.24. **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Seller Group.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER AND PARENT

The Parent and Buyer, jointly and severally, hereby represent and warrant to the Seller Group, as follows:

Section 4.01. **Organization**.

(a) The Parent is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets.

(b) The Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and has limited liability company power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets.

Section 4.02. **Authority and Enforceability**. Each of the Parent and the Buyer has the power and authority to execute this Agreement and the documents to be delivered hereunder to which it is a party and perform its respective obligations hereunder and thereunder. The execution and delivery by the Parent and the Buyer of this Agreement and the documents to be delivered hereunder to which they are a party and the performance by the Parent and the Buyer of their obligations hereunder and thereunder have been duly and validly authorized by the Board of Directors of Parent and the sole member of Buyer, and no other action on the part of the Parent, Buyer or their respective shareholders or members is necessary. This Agreement and the documents to be delivered hereunder to which the Parent or the Buyer are a party have been duly and validly executed and delivered by the Parent and the Buyer and, assuming the due authorization, execution and delivery by the Seller Group, constitute the legal, valid and binding obligation of the Buyer and the Parent, enforceable against them in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

Section 4.03. **No Conflicts; Consents**. The execution, delivery and performance by the Parent and the Buyer of this Agreement and the documents to be delivered hereunder to which they are a party, and the consummation of the Transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of the Parent or the Buyer; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Parent or the Buyer; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Parent or the Buyer are a party. No consent, approval, waiver or authorization is required to be obtained by the Parent or the Buyer from any Person or entity (including any governmental authority) in connection with the execution, delivery and performance by the Parent and the Buyer of this Agreement and the consummation of the Transactions.

Section 4.04. **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Buyer.

ARTICLE V
COVENANTS

Section 5.01. **Restrictions on Business.** Except as expressly contemplated by this Agreement, or as the Parent may otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), at all times from the date of this Agreement until the earlier to occur of the Closing or the valid termination of this Agreement in accordance with the terms hereof, the Company shall:

(a) operate the Business in the usual, regular, and ordinary course in substantially the same manner as heretofore conducted;

(b) take all reasonable steps to preserve and protect the Purchased Assets in good working order and condition, ordinary wear and tear excepted;

(c) comply with all requirements of law, orders, and material contractual obligations applicable to the operation of the Business;

(d) use commercially reasonable efforts to preserve intact the Business, keep available the services of the Business's officers, employees, and agents and maintain the Business's current relations and good will with suppliers, customers, licensors, landlords, lenders, creditors, employees, agents, environmental regulators and others having business relationships with the Business, including by promptly paying all amounts owing to such Persons as and when such amounts are due (other than amounts being disputed in good faith);

(e) continue in full force and effect all insurance coverage pertaining to the Business or the Purchased Assets that are in effect as of the date of this Agreement or obtain substantially equivalent policies;

(f) confer with the Parent prior to implementing Business operational decisions that materially impact the Business, and report periodically to the Parent concerning the status of the Business;

(g) maintain the books and records in the ordinary course of business consistent with past practice;

(h) except in the ordinary course of Business consistent with past practices of the Company and not in excess of $50,000 or $150,000 in aggregate, not acquire, sell, lease, license, transfer or dispose of any properties or assets of the Company or enter into any other commitment or transaction that is material to the Company; provided, however, that neither the $50,000 limit nor the covenant to not enter into any other commitment or transaction that is material to the Company shall apply to product sales and inventory purchases by the Company;

(i) except in the ordinary course of Business consistent with past practices of the Company and not in excess of $50,000 or $150,000 in aggregate, not make or incur any expenditure, lease or commitment for additions to property or equipment or other tangible assets of the Company; provided, however, that the $50,000 limit shall not apply to product sales and inventory purchases by the Company;

(j) except in the ordinary course of business consistent with past practices of the Company and so long as not in excess of $50,000 or $150,000 in aggregate, enter into any contract or other instrument to which the Seller Group is a party or to which any of the Purchased Assets are subject, which contract continues after the Closing Date and cannot be terminated by the Company on not more than 30 days' notice without any liability on the part of the Company; provided, however, that the $50,000 limit shall not apply to contracts for product sales and contracts for inventory purchases by the Company;

(k) not (a) grant any bonuses, whether monetary or otherwise, make any distributions or dividends, or increase wages, salary, severance, pension or other compensation or benefits in respect of any Affiliates, related parties, current or former employees, officers, managers, directors, shareholders, members, independent contractors or consultants of the Company or their spouses, dependents or beneficiaries other than as required by law or as provided for in any existing written agreements as of the date hereof; (b) change the terms of employment or service for any such person or (c) take any action to increase the amount of or accelerate the vesting or payment of any compensation or benefits to any such person; provided, however, nothing herein contained shall be deemed to prohibit the Company from declaring and paying a dividend to the Trusts or bonus to the Shareholders; or

(l) not, with respect to either Company, the Purchased Assets or the Business, (a) make, change or revoke any Tax election, (b) file any amended Tax Return, (c) enter into any closing agreement with respect to Taxes, (d) agree to an adjustment of any Tax attribute, (e) settle or compromise any liability for Taxes or surrender any claim for a refund or offset of any Taxes, (f) execute or consent to any waivers extending the statutory period of limitations with respect to the collection or assessment of material Taxes, (g) make any change (or file any such change) in any method of Tax accounting or (h) obtain any Tax ruling.

Section 5.02. **Investigations**. From the date hereof until the Closing Date or the earlier termination of this Agreement in accordance with the terms hereof, the Company, the Trusts and the Shareholders shall, and shall cause all of the officers, directors, managers, stockholders, members, employees, agents, accountants and counsel or other agents and representatives (collectively, "**Representatives**") of the Company to, (i) upon reasonable prior notice, afford the Representatives of the Parent and the Buyer, during normal business hours (but in a manner so as to not disrupt the Business), reasonable access to (A) the offices, books, contracts and records of the Company and any records concerning the Company maintained and accumulated by it and its Representatives, and (B) those Representatives of the Company who have any knowledge relating to the Business, and (ii) promptly furnish to the Buyer and Representatives of the Parent such additional financial and operating data and other information regarding the Company or the Business (including, without limitation, any contracts or Permits in effect as of the date hereof and any contracts or Permits being negotiated or entered into between the date hereof and the Closing Date), properties and goodwill as the Parent may from time to time reasonably request. All such investigations by the Parent and its Representatives shall be performed at such times and locations as are reasonably mutually agreed to by the parties and shall be performed upon reasonable prior written notice to the Seller Group and in a manner that shall not be disruptive to the operations of the Business.

Section 5.03. **No Shop.** During the period from the date of this Agreement until the Closing or the earlier termination of this Agreement in accordance with the terms hereof, if applicable (the "**No-Shop Period**"), no member of the Seller Group shall permit any Affiliate of any member of the Seller Group (or authorize or permit any investment banker, financial advisor, attorney, accountant or other Person retained by or acting for or on behalf of the members of the Seller Group or any such Affiliate) to, take, directly or indirectly, any action to initiate, assist, solicit, participate, negotiate, encourage (including, without limitation, by way of furnishing non-public information) or accept any offer or inquiry from any Person (a) to engage in any merger, reorganization, recapitalization, consolidation, share exchange, business combination or other similar transaction (a "**Business Combination**") involving any member of the Seller Group, (b) to reach any agreement or understanding (whether or not such agreement or understanding is absolute, revocable, contingent or conditional) for, or to engage in any discussions or negotiations with respect to, or otherwise attempt to consummate, any Business Combination with any member of the Seller Group or (c) to furnish or cause to be furnished any information with respect to the Company (other than as contemplated by Section 5.02) which any member of the Seller Group or any such Affiliate knows or has reason to believe is in the process of considering any Business Combination with regard to the Company. Each member of the Seller Group shall immediately terminate (in writing, with a copy to the Parent) any and all discussions or negotiations of any type described in the first sentence of this Section 5.03. If, during the No-Shop Period, any member of the Seller Group receives or becomes aware that any of the member of the Seller Group or any Affiliate thereof (or any such Person acting for or on their behalf) has received from any Person (other than the Parent) any offer, inquiry or informational request referred to in the first sentence of this Section 5.03, the Shareholders shall promptly advise such Person, by written notice, of the terms of this Section 5.03 and shall promptly, orally and in writing, advise the Parent of such offer, inquiry or request and the material terms and conditions of such offer, inquiry or request. The restrictions on the activities provided in this Section 5.03 shall terminate upon any termination of this Agreement.

Section 5.04. **Non-Solicitation**.

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Solicitation Period**"), no member of the Seller Group shall, and each member of the Seller Group shall cause each of his or its Affiliates and Family Members (as defined below) not to, directly or indirectly, solicit, entice, persuade, induce or cause any employee, officer, manager, director, consultant, agent or independent contractor of the Parent, or any of the direct or indirect subsidiaries or Affiliates of the Parent (collectively, the " **Parent Group**") to terminate his, her or its employment, consultancy or other engagement with such entity and become employed by or engaged with any other Person, or approach any such employee, officer, manager, director, consultant, agent or independent contractor for any of the foregoing purposes, or authorize or assist in the taking of any of such actions by any Person. The foregoing shall not preclude any Shareholder or the Company from engaging any independent contractor to the Parent Group; provided that such engagement shall not interfere with the independent contractor's services to the Parent Group; provided, further, that such engagement shall not violate Section 5.05. "**Affiliate**" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control and for the avoidance of doubt, for purposes of Section 5.04 and Section 5.05 Affiliates shall include any company in which such Person is a limited partner, general partner, member, manager or officer; and " **Family Member**" means a cousin, child, stepchild, parent, stepparent, spouse, domestic partner, including, adoptive relationships, of a natural person referred to herein. For purposes of this Section 5.04(a), the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(b) During the Non-Solicitation Period, no member of the Seller Group shall, and each member of the Seller Group shall cause each of its Affiliates not to, directly or indirectly, solicit, entice, persuade, induce, or cause, or attempt to solicit, entice, persuade, induce, or cause:

(i) any Person who was or is a customer of the Company or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of this Agreement or was or is a customer of any of the Parent Group at any time during the Non-Solicitation Period; or

(ii) any lessee, equipment vendor or lessee, operator, vendor or supplier to, or any other Person who had or has a business relationship of any kind with, any of the Company or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of this Agreement or had or has a business relationship of any kind with any of the Parent Group at any time during the Non-Solicitation Period (the Persons referred to in items (i) and (ii) above, collectively, the "**Prohibited Persons**"), to enter into a business relationship with any other Person for the services, activities or goods that are the same as or substantially similar to or competitive with the Business as presently conducted and that any such Prohibited Person purchased from, was engaged in with or provided to, the Company or any of its Affiliates or any of the Parent Group, as applicable, or to reduce or terminate such Prohibited Person's business relationship with the Parent Group; and the Seller Group shall not, directly or indirectly, approach any such Prohibited Person for any such purpose, or authorize or assist in the taking of any of such actions by any Person:

(iii) For purposes of this Section 5.04, the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(iv) Each member of the Seller Group acknowledges that the provisions of this Section 5.04 and the period of time and scope and type of restrictions on such member of the Seller Group's activities set forth herein are reasonable and necessary for the protection of the Parent, which is paying substantial consideration, monies and other benefits to such member of the Seller Group, and are an essential inducement to the Parent's entering into and performing this Agreement and the documents contemplated hereunder to which the Parent is party. If any covenant contained in this Section 5.04 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section 5.04 shall be enforceable to the maximum extent permitted by applicable law.

(v) Each member of the Seller Group acknowledges that any breach or threatened breach of the covenants contained in this Section 5.04 will likely cause the Parent material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, the Parent shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

Section 5.05. **Non-Competition.**

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Competition Period**"), no member of the Seller Group shall and each member of the Seller Group shall cause each of its Affiliates and Family Members not to, anywhere within the State of Florida, and any county in which a customer of the Business is located, directly or indirectly, whether alone or as an owner, member, partner, member, manager, investor, lender, landlord, joint venturer, officer, director, consultant, independent contractor, agent, employee or otherwise of any company or other business enterprise, own, finance, manage, operate or engage in, or participate in the ownership, management or operation of, any business competitive with that of the Business. For avoidance of doubt, nothing set forth in this 5.05 will prohibit any member of the Seller Group or any of their respective Affiliates or Family Members from being: (i) an equity holder in a mutual fund or diversified investment company; (ii) a passive owner of not more than two percent (2%) of an outstanding class of publicly traded securities, (iii) a landlord of a property that the Buyer or any of its Affiliates is the tenant; or (iv) a speaker at a third party conference or event related to the industry in which the Business is conducted.

(b) Each member of the Seller Group acknowledges that the provisions of this Section 5.05 and the period of time, geographic area and scope and type of restrictions on such member of the Seller Group's activities set forth herein, are reasonable and necessary for the protection of the Parent, which is paying substantial consideration, monies and other benefits to the Shareholders and the Company and are an essential inducement to the Parent's entering into and performing this Agreement and the agreements contemplated by this Agreement to which the Parent is party. If any covenant contained in this Section 5.05 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section 5.05 shall be enforceable to the maximum extent permitted by applicable law.

(c) Each member of the Seller Group acknowledges that any breach or threatened breach of the covenants contained in this Section 5.05 will likely cause the Parent material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, the Parent shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

Section 5.06. **Public Announcements**. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the Transactions without the prior written consent of the other party.

Section 5.07. **Tax Matters**.

(a) Transfer Taxes. All transfer, documentary, stamp, registration, value added and other such taxes (including bulk sales) and fees (including any penalties and interest) ("**Transfer Taxes**") incurred in connection with the sale of the Purchased Assets shall be borne and paid fifty percent (50%) by the Company and fifty percent (50%) by the Buyer when due. The Company shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and the Buyer shall cooperate with respect thereto as necessary).

(b) Apportionment. For all purposes of this Agreement, the portion of any Tax with respect to any taxable period that includes (but does not end on) the Closing Date (a "**Straddle Period**") that is allocable to the pre-Closing portion of such Straddle Period will be determined as follows: (i) in the case of any sales or use Tax, value added Tax, employment Tax, withholding Tax, and any Tax based on or measured by expenditures, income, profits, or receipts shall be determined based on the amount of Taxes that would be payable based on a closing of the books as of the end of the Closing Date, and (ii) in the case of all other Taxes, determined based on the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the applicable Straddle Period; provided that exemptions, allowances or deductions that are calculated on an annual basis (or on a monthly basis, where required) shall be allocated between the period ending on and including the Closing Date and the period beginning after the Closing Date (or with respect to federal income taxes in proportion to the number of days in each period).

(c) Tax Contests.

(i) If any governmental entity notifies the Buyer, or the Company of the existence of (i) any audit, litigation or other proceeding relating to Taxes with respect to the Business or the Purchased Assets for any pre-Closing Tax period or Straddle Period, or (ii) a deficiency in the payment of any Taxes with respect to the Business or the Purchased Assets for any pre-Closing Tax Period or Straddle Period (a "**Tax Claim**"), the Buyer or the Company, as applicable, shall give written notice to the other party within fifteen (15) days after receipt of written notice of the Tax Claim.

(ii) The Company, at its sole cost and expense, shall control any Tax Claim (including the settlement or resolution thereof) relating solely to a Tax period with respect to the Business or the Purchased Assets that ends on or before the Closing Date. The Company shall (i) control the conduct of such Tax Claim in good faith; (ii) keep the Buyer reasonably informed regarding the status of such Tax Claim; (iii) promptly deliver to the Buyer, for the Buyer's review and comment, any correspondence to be filed with the governmental entity with respect to such Tax Claim; (iv) promptly deliver to the Buyer copies of any correspondence received by the Company from a governmental entity with respect to such Tax Claim; (v) allow the Buyer, at the Buyer's sole cost and expense, to participate in such Tax Claim: and (vi) obtain the prior written consent of the Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) before entering into any settlement of such Tax Claim or ceasing to defend such Tax Claim if the resolution of such Tax Claim reasonably could be expected to affect the Tax liability of the Buyer. If the Buyer elects to participate in such Tax Claim at its own expense, the Company shall take such commercially reasonable actions as are requested in writing by the Buyer and reasonably necessary for the Buyer to participate in such Tax Claim, provided, however, that such actions shall not require the Company to incur any additional third-party costs or expenses.

(iii) The Buyer, at its sole cost and expense, shall control any Tax Claim (including the settlement or resolution thereof) that is not described in Section 5.07(c)(ii), including any Tax Claim relating to a Tax period with respect to the Business or the Purchased Assets for a Straddle Period. The Buyer shall (i) control the conduct of such Tax Claim in good faith; (ii) keep the Company reasonably informed regarding the status of such Tax Claim (including any requests to extend any applicable statutes of limitations); (iii) promptly deliver to the Company, for the Company's review and comment, any correspondence to be filed with the governmental entity with respect to such Tax Claim; (iv) promptly deliver to the Company copies of any correspondence received by the Buyer from a governmental entity with respect to such Tax Claim; (v) allow the Company, at the Company's sole cost and expense, to participate in such Tax Claim; and (vi) obtain the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed) before entering into any settlement of such Tax Claim or ceasing to defend such Tax Claim if the resolution of such Tax Claim reasonably could be expected to affect the Tax liability of the Company to the Buyer. If the Company elects to participate in such Tax Claim at its own expense, the Buyer shall take such commercially reasonable actions as are requested in writing by the Company and reasonably necessary for the Company to participate in such Tax Claim, provided, however, that such actions shall not require the Buyer to incur any additional third-party costs or expenses.

(d) Cooperation. The Company and the Buyer will each provide the other with such assistance as may reasonably be requested in connection with the preparation of any Tax Return relating to the Purchased Assets, or the audit or other examination by any governmental entity relating to liability for Taxes arising out of the ownership of the Purchased Assets, or with respect to all Tax proceedings relating to Taxes imposed on the Purchased Assets with respect to a Straddle Period or any time on or after the Closing Date (except in connection with litigation or threatened litigation between Buyer and the Company). Such assistance shall include the provision of records and information that are reasonably relevant to any such Tax Return, audit, examination or proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any such material.

(e) Tax Indemnification. From and after the Closing Date, the Seller Group shall indemnify and defend and hold the Buyer harmless from and against any of the following: (i) any and all Taxes due and payable by the Seller Group (other than the Company) for any taxable period; (ii) any and all Taxes with respect to the Business or the Purchased Assets for all Tax periods ending on or before the Closing Date and the portion of a Straddle Period which includes the Closing Date; (iii) except as set forth in in Section 5.07(a), any Transfer Taxes as provided in Section 5.07(a), (iv) the Taxes of any Person under Treasury Regulations section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise, with respect to any Tax period or portion thereof ending on or prior to the Closing Date, (v) any Taxes that that the Company was required to withhold from payments made to employees, consultants, shareholders, or other parties prior to the Closing Date; (vi) liability for Taxes of the Company that becomes a liability of the Buyer under any common law doctrine of transferee or successor liability or otherwise by operation of contract or law, and (vii) all reasonable out-of-pocket third party costs and expenses, including reasonable legal fees and expenses, attributable to any item for which indemnification is provided in clauses (i)–(vi) above (the items in clauses (i)-(vii), the "**Indemnified Taxes**"). Notwithstanding any other provision of this Agreement, any obligation to make indemnity payments by the Seller Group for Indemnified Taxes pursuant to this Section 5.07(e) shall survive indefinitely and shall not be subject to the Threshold or the Cap under Article VI. The Seller Group shall indemnify the Buyer and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes.

(f) Cooperation in Obtaining Pre-Closing Tax Clearance. The Company has applied for a tax clearance certificate in Florida and shall provide promptly thereafter to the Buyer upon receipt to provide evidence of such clearance (a "**Tax Clearance Certificate**"). Any Tax liability assessed or imposed in response to the filing of a request for a Tax Clearance Certificate shall be promptly paid by the Company, provided that in the event of any failure by the Company to pay such assessed Taxes, Buyer shall withhold and remit such Taxes to the Florida Department of Revenue pursuant to Section 1.08.

(g) Conflict. In the event of a conflict between this Section 5.07 and any other provision of this Agreement, the provisions of this Section 5.07 shall take precedence.

Section 5.08. **Confidential Information**.

(a) Except as otherwise required by law or reasonably necessary in connection with any Tax dispute or other dispute under this Agreement or other agreements entered into in connection with the Transactions, no member of the Seller Group shall, during the period beginning on the Closing Date and ending on the later of (i) the two (2) year anniversary of the date that the Shareholders cease to be an employee, consultant, contractor, or independent contractor of the Buyer, the Parent or any of the Parent's Affiliates or (ii) the fifth (5^{th}) anniversary of the Closing Date, disclose or communicate to any Person (other than such party's attorneys, accountants and other professional advisors, a Governmental Authority or otherwise in connection with the enforcement of a party's rights against any other party), or use to the detriment of the Buyer, the Parent, any of the Parent's Affiliates, or the Business, or for the benefit of any Person, any Confidential Information or trade secrets relating to the Buyer, the Parent or any of the Parent's Affiliates, or the Business sold by the Company.

(b) For purposes of this Agreement, "**Confidential Information**" shall include the following:

(i) any information pertaining to the Business, the Company, or any of its Affiliates, and their respective businesses and operations, whether such information is in written form or communicated orally, visually or otherwise, that is proprietary, non-public or relates to any trade secret of any of them, including, without limitation, information that consists of or concerns any of their strategies, ideas, policies, sub-contractors, customers, customer lists, suppliers, vendors, current and future possible consultants and their requirements, competitors, businesses and affairs, graphs, and inventions, past, current and planned marketing methods, processes, strategies and materials, price lists, pricing policies, market studies, business plans, computer software and databases, contracts with any person, proposals, equipment purchase strategies, routing strategies, names or other information, strategies for business plans, plans, designs, drawings, specifications, techniques, models, data, documentation, diagrams, graphs, flow charts, research, discoveries, development, processes, procedures and "know--how," whether or not such information would be deemed a trade secret under applicable state or federal law.

All Confidential Information is also entitled to all of the protections and benefits under applicable Law.

(c) Notwithstanding anything to the contrary contained in this Section 5.08, Confidential Information shall not include any information that is or was in the public domain or subsequently came into the public domain through no fault of the Shareholders, the Trusts or the Company or their respective agents, accountants and counsel, representatives and Affiliates.

(d) In the event that any member of the Seller Group or their respective agents, accountants and counsel, representatives and Affiliates are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar legal, judicial or regulatory process or as otherwise required by applicable law or regulation) to disclose any of the Confidential Information, such person shall: (a) to the extent practicable and not prohibited by applicable law, provide the Buyer with prompt written notice of such request or requirement, and (b) reasonably cooperate with the Parent or Buyer, at the sole expense of the Parent or the Buyer, so that the Company may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms and provisions of this Section 5.08. In the event that such protective order or other remedy is not obtained, or the Buyer or the Parent waives compliance with the terms and provisions hereof, the person requested or required to make such disclosure may disclose only that portion of the Confidential Information that such person is advised by legal counsel in writing that such person is legally required to disclose.

Section 5.09. **Change of Name**. Immediately prior to the Closing, the Shareholders shall cause the Company and Subsides Management to change their name to a name that does not include the words “Sudsies”, “Rugsies”, “Consumer”, “Laundry,” “Services”, “Garment” or “Care”.

Section 5.10. **Public Announcements**. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the Transactions without the prior written consent of the other party.

Section 5.11. **Tail Insurance**. Prior to the Closing, the Company shall have obtained and paid for an extended reporting period also referred to as tail or runoff coverage under the Environmental insurance policy by purchasing a “tail” policy with respect thereto for no less than six (6) years after the Closing Date in a form reasonably acceptable to the Buyer, including with respect to coverage amounts and Persons covered. The Company shall have provided a copy of such tail or runoff coverage to the Buyer prior to Closing. From and after the Closing, the Buyer shall continue to honor its obligations under any such insurance procured pursuant to this Section 5.11, and shall not cancel (or permit to be canceled) or take (or cause to be taken) any action or omission that would reasonably be expected to result in the cancellation thereof. The cost of such tail policy shall be borne by the Seller Group.

Section 5.12. **Cooperation**. The parties shall reasonably cooperate with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, including, without, obtaining any assignments or consents in connection with the Purchased Assets and the Assigned Contracts.

Section 5.13. **Further Assurances**. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the Transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE VI
INDEMNIFICATION

Section 6.01. **Indemnification by the Seller Group**. Subject to Section 6.06 hereof, the Seller Group shall, jointly and severally, defend, indemnify and hold harmless the Buyer, and its members, managers, shareholders, directors, officers, employees and Affiliates (the "**Parent Indemnitees**") from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys' fees and disbursements ("**Losses**"), arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of the Seller Group contained in this Agreement or any document to be delivered hereunder;

(b) any material breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Seller Group pursuant to this Agreement or any document to be delivered hereunder;

(c) any Excluded Asset, Excluded Liability or Buyer Indemnified Taxes;

(d) the conduct of the Company's Buus participation in the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, H.R. 748, 116th Cong. (2020), and any successor legislation (the "Special Indemnity"); or

(e) all Losses (including Losses related to regulatory agency actions or vapor intrusion), liabilities, costs (including investigative, monitoring, containment, disposal and remediation costs and court costs and other costs of administrative or judicial proceedings), fines and penalties, judgments, awards or damages (including personal injury and property damages based on or arising out of exposure to Hazardous Materials), natural resource damage and assessments, third party claims, injunctive relief and fees (including reasonable attorney, expert, engineering and consultant fees) (i) related to, caused by, or resulting from the presence, creation, storage, impoundment, handling, or Release of any Hazardous Materials, if any, on the Leased Real Property or migrating therefrom with respect to the period prior to the Closing; (ii) related to the Company's obligations as set forth by any of the Assigned Contracts, leases or other contractual agreements in effect or previously in effect at the Leased Real Property where the Company operates or operated the Business as tenant relating to periods prior to the Closing related to, caused by, or resulting from the presence, creation, storage, impoundment, handling, or Release of any Hazardous Materials, if any, on the Leased Real Property; or (iii) arising under, relating to, or with respect to any Environmental Laws applicable to the Company prior to the Closing Date, irrespective of whether the Release, act, omissions, claims or violations are alleged to have occurred or the facts and conditions giving rise or related to the Losses, liabilities or costs were known or unknown as of Closing (the "**Environmental Indemnity**"). Buyer and Seller agree that all such Losses, liabilities, costs, fines, penalties, claims, and fees provided under this subsection (e) are each and collectively an Excluded Liability, notwithstanding anything to the contrary in this Agreement.

Section 6.02. **Indemnification by the Buyer**. Subject to Section 6.06 hereof, the Buyer and the Parent shall, jointly and severally, defend, indemnify and hold harmless the Seller Group, their respective Affiliates and their respective members, managers, shareholders, directors, officers and employees (the "**Seller Indemnitees**") from and against all Losses, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of the Buyer or the Parent contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Buyer or the Parent pursuant to this Agreement or any document to be delivered hereunder;

(c) any Assumed Liability or arising under the Assumed Contracts after the Closing; and

(d) operations of the Business by Buyer under the Company's name from and after Closing.

Section 6.03. **Indemnification Procedures**. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as are reasonably appropriate under the circumstances, and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 6.04. **Survival.** The representations and warranties of the parties contained herein shall not be extinguished by the Closing, but shall survive the Closing for, and all claims for indemnification in connection therewith shall be asserted not later than eighteen months (18) following the Closing Date (the "**Survival Period**"); provided however that each of the representations and warranties contained in Section 3.01 (Organization), Section 3.02 (Authority and Enforceability), Section 3.04 (Equity Interests), Section 3.05 (Title to Purchased Assets), Section 3.16 (Environmental Matters), Section 3.17 (Taxes), Section 3.24 (Brokers), Section 4.01 (Organization), Section 4.02 (Authority and Enforceability) and Section 4.05 (Brokers) (collectively, the "**Surviving Representations**") and the Special Indemnity shall survive until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days, and the period during which a claim for indemnification may be asserted in connection therewith shall continue until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days. The Environmental Indemnity and the covenants and agreements of the parties hereunder shall survive the Closing indefinitely or for the period explicitly specified therein and the period during which a claim for indemnification may be asserted in connection therewith shall continue in effect and expire in accordance with their respective terms. Notwithstanding the foregoing, if, prior to the close of business on the last day a claim for indemnification may be asserted hereunder, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

Section 6.05. **Tax Treatment of Indemnification Payments**. All indemnification payments made by the Seller Group under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.06. **Limitations on Indemnification.** Neither the Seller Group nor the Parent and the Buyer shall be obligated to indemnify or hold harmless the other in respect of any Losses suffered, incurred or sustained by such party under Section 6.01(a) or Section 6.02(a), as applicable, until such Losses equal or exceed $327,450 in the aggregate (the "**Threshold**") (at which point such party will be obligated to indemnify the other for the amount of such Losses in excess of the Threshold) and neither the Seller Group nor the Parent and the Buyer shall be obligated to indemnify the other for the amount of any Losses as a result of any breach or breaches under Section 6.01(a) or Section 6.02(a), as applicable, in excess of $6,549,000 in the aggregate (the "**Cap**"); provided, however, that the Threshold and Cap shall not apply to any Losses resulting from (i) fraud on the part of such party, or (ii) any breach of or inaccuracy in any of the Surviving Representations; provided further, however, that nothing in this Section 6.06 shall limit the obligation of the Seller Group to indemnify the Parent Indemnitees with respect to the items set forth in Section 6.01(b), Section 6.01(c), Section 6.01(d) or Section 6.01(e), or the obligation of the Buyer and the Parent to indemnify the Seller Indemnitees with respect to the items set forth in Section 6.02(b), Section 6.02(c) or Section 6.02(d). In no event (other than fraud on the part of the Seller Group) shall the aggregate liability of the Seller Group for any Losses not subject to the Cap exceed the Purchase Price.

Section 6.07. **Effect of Investigations**. The Parent's and the Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of the Seller Group contained herein will not be affected by any investigation conducted by the Parent or the Buyer with respect to, or any knowledge acquired by the Parent or the Buyer at any time after the Closing, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

ARTICLE VII
TERMINATION

Section 7.01. **Termination**. This Agreement may be terminated, and the Transactions may be abandoned at any time prior to the Closing:

(a) by the mutual written consent of the Parent and the Seller Group;

(b) by either the Parent or the Seller Group, upon ten (10) days prior written notice to the other party, if the Closing shall not have occurred on or before September 1, 2026;

(c) by the Parent by written notice to Seller if 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 pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Seller Group within thirty (30) days of the Seller Group's receipt of written notice of such breach from Parent;

(d) by the Seller Group by written notice to the Parent if Seller Group 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 Parent or Buyer pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Buyer within thirty (30) days of the Parent's receipt of written notice of such breach from Seller Group; or

(e) by either the Parent or the Seller Group if any court of competent jurisdiction or other governmental authority shall have issued an order or taken any other action permanently enjoining, restraining or otherwise prohibiting the Transactions and such order, decree, ruling or other action shall have become final and non-appealable.

Section 7.02. **Effect of Termination .** Upon termination of this Agreement pursuant to Section 7.01, all of the obligations of the parties shall terminate except those under Sections 5.08(d) and 8.01 and except the confidentiality obligations under the Letter of Intent among the parties dated March 5, 2026, and the Standard Mutual Non-Disclosure Agreement entered into by the parties dated March 13, 2025; provided, however, that (i) no such termination shall relieve any party of any liability to the other party by reason of any willful, material breach of under this Agreement, and (ii) the parties shall not publicly disclose, and the parties shall cause their Affiliates and Representatives not to publicly disclose, the proposed terms and conditions set forth herein or any non-public information regarding the other party, except as may be required by law or to professional advisors; and (iii) Buyer and its advisers shall return all materials provided by the Seller Group hereunder or under the Non-Disclosure Agreement, including, without limitation, all periods up to and including the termination date, without retaining copies thereof.. Under penalty of perjury, Buyer shall provide written certification as to the return or destruction of retained copies.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. **Expenses .** Except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such costs and expenses.

Section 8.02. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, provided that a copy of such e-mail notice is also delivered in compliance with clauses (a) or (b) above within two (2) business days after such e-mail transmission. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

If to the Seller Group:

JLOJB, Inc. f/k/a/ Sudsies, Inc.
Mr. Jason Loeb
c/o Russell S. Jacobs, Esq.
The Jacobs Law Group
20700 West Dixie Highway
Aventura, Florida 33180
305.405.4444 (office)
305.776.6500 (text only)
305.402.0138 (fax)
russ@thejacobslawgroup.com
Direct: jason@jasonloeb.com 305-803-7837

with a copy to:	Abigail Watts-FitzGerald Law, PLLC 201 Alhambra Circle, Suite 1205 Coral Gables, Florida 33134 Email: awf@wattsfitz-law.com Telephone No.: 305-978-8521 Attn.: Abigail C. Watts-FitzGerald
If to The Buyer:	EVI Industries, Inc. 4500 Biscayne Boulevard Suite 340 Miami, FL 33137 Email: hnahmad@evi-ind.com Telephone No.: (305) 402-9300 Facsimile No.: (305) 751-4903 Attn.: Mr. Henry M. Nahmad
with a copy to:	Troutman Pepper Locke LLP 875 Third Avenue New York, NY 10022 Email: joseph.walsh@troutman.com Telephone No.: (212) 704-6030 Facsimile No.: (212) 704-5919 Attn.: Joseph Walsh, Esq.

Section 8.03. **Headings**. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04. **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 8.05. **Entire Agreement**. The Non-Disclosure Agreement, this Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 8.06. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.07. **No Third-party Beneficiaries .** Except as provided in ARTICLE VI, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.08. **Amendment and Modification**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 8.09. **Waiver**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.10. **Governing Law; Waiver of Trial by Jury**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to a contract executed and performed in such State without giving effect to the conflicts of Laws principles thereof, which would result in the applicability of the Laws of another jurisdiction . TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 8.11. **Jurisdiction**. Each of the parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of Florida and the courts of the State of Florida located in Miami-Dade County in connection with any Action arising out of or relating to this Agreement or the Transactions, waives any objection to venue in the United States District Court for the Southern District of Florida and the courts of the State of Florida located in Miami-Dade County, and agrees that service of any summons, complaint, notice or other process relating to such proceeding may be effected in the manner provided by Section 8.01.

Section 8.12. **Specific Performance**. Each of the parties agree that, if any party breaches or threatens to breach any provision of this Agreement, the other party will be entitled, in addition to any other rights or remedies it may have, to a decree or order of specific performance to enforce the observance and performance of such provision and an injunction restraining such breach or threatened breach, in addition to any other remedy to which they are entitled at Law or in equity.

Section 8.13. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

EVI INDUSTRIES, INC.,
a Delaware corporation

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

GARMENT CARE SERVICES FL, LLC,
a Delaware limited liability company

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

JLOJB, INC.,
a Florida corporation

By: /s/ Jason Loeb
Name: Jason Loeb
Title: President

THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023

By: /s/ Jorge Baboun
Name: Jorge Baboun
Title: Trustee

JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED

By: /s/ Jason Loeb
Name: Jason Loeb
Title: Trustee

/s/ Jason Loeb
Name: Jason Loeb

/s/ Jorge Baboun
Name: Jorge Baboun

Signature Page to Asset Purchase Agreement

Exhibit 2.2

EXECUTION COPY

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of July 17, 2026 (this "**Agreement**"), by and among EVI INDUSTRIES, INC., a Delaware corporation (the "**Parent**"), and GCS 12711 PLANT FL, LLC, a Florida limited liability company and an indirect wholly owned subsidiary of the Parent (the "**Buyer**"), on the one hand, and the JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED (the " **Loeb Trust**") and THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023 (the "**Baboun Trust**", and together with the Loeb Trust, the individually, a "**Trust**", and collectively, the "**Trusts**"), JASON LOEB ("**Loeb**"), JORGE BABOUN ("**Baboun**", and together with Loeb, individually, a "**Shareholder**" and collectively, the "**Shareholders**"), and JLOJB, INC. F/K/A SUDSIES, INC., a Florida corporation (the "**Company**"), on the other hand. The Shareholders, the Trusts and the Company are sometimes collectively referred to as the "**Seller Group.**"

RECITALS

WHEREAS, the Trusts own one hundred percent (100%) of the issued and outstanding shares of capital stock of the Company;

WHEREAS, the Company operates a garment care, textile cleaning, and repair business providing dry cleaning, laundering, wash-dry-fold services, pressing, finishing, stain treatment, and related garment and fabric care services for garments, clothing, footwear, handbags, rugs, and household textiles and other items, including, without limitation, shoe cleaning, handbag cleaning and repair, clothing alterations and tailoring, rug cleaning and repair, and the cleaning and repair of household items, including, but not limited to, drapery, pillows, bedding, and patio furniture cushions (the "**Business**");

WHEREAS, the Business includes the acceptance of customer items through retail drop-off, the return of cleaned or repaired items through customer pick-up, and the provision of scheduled or on-demand pickup and delivery services to customers' residences, offices, or other designated locations;

WHEREAS, the Business encompasses all activities related or incidental thereto, including, without limitation, customer intake, order processing, garment and item tagging, sorting, cleaning, laundering, pressing, finishing, repair, restoration, alteration, storage, routing, billing, and any other services or activities that may be performed through or in connection with the dry-cleaning, fabric care, or repair process, including any items that can be cleaned, repaired, restored, or otherwise improved through such processes;

WHEREAS, the parties to this Agreement wish to effect certain purchases and sales and related transactions with respect to the assets of the Company (collectively, the "**Transactions**") consisting of: (i) the sale to the Buyer by the Company of the Purchased Assets (as defined below) and the transfer to the Buyer by the Company of the Assigned Contracts (as defined below); and in consideration for the foregoing, (ii) the payment of the Purchase Price (as defined below) by the Buyer to the Company and the assumption by the Buyer of the Assumed Liabilities (as defined below); and

WHEREAS, the Shareholders have significant knowledge and experience relating to the Business and intimate knowledge of the Company's customers, processes, trade secrets and/or other business information, and has had discussions with the executive officers of the Parent regarding the direction and expansion plans of the Business following the Closing, and as result, the Shareholders desire to agree to the noncompetition, nonsolicitation, confidentiality, and other provisions set forth herein.

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

ARTICLE I
PURCHASE AND SALE

Section 1.01. **Purchase and Sale of Assets**.

(a) **Purchased Assets**. Subject to the terms and conditions set forth herein, the Company shall sell, transfer, convey, deliver and assign to the Buyer and the Buyer shall purchase, accept and assume the assets (the "**Purchased Assets**") of the Company set forth in Section 1.01(a) of the disclosure schedules (the "**Disclosure Schedules**"), free and clear of any and all mortgages, pledges, liens, charges, security interests, claims or other encumbrances ("**Encumbrances**"), but excluding the Assumed Liabilities (as defined below); provided however, that on the date that Loeb or Baboun, as the case may be, ceases to be an employee of Buyer or any of its Affiliates (as defined below), the Buyer shall transfer, convey, deliver and assign to Loeb or Baboun, as the case may be, the mobile telephone number that Loeb or Baboun, as the case may be, is using on such date.

(b) **Assigned Contracts**. Subject to the terms and conditions set forth herein, the Company shall sell, transfer, convey, deliver and assign to the Buyer and the Buyer shall purchase, accept and assume all of the contracts of the Company, free and clear of any and all Encumbrances (collectively, the "**Assigned Contracts**"), but excluding the Assumed Liabilities.

(c) **Purchase Price; Encumbrances**. At the Closing, the Buyer shall pay the Purchase Price referred to in Section 1.04 (subject to the following sentence, Section 1.03, Section 1.04(b) and Section 1.08) to the Company or its designees, as specified in writing by the Seller Group to the Buyer at least two (2) business days prior to the Closing (as defined below). No less than three (3) business days prior to the Closing, the Seller Group shall provide to the Buyer payoff amounts and wire transfer instructions for all secured parties of the Company who have Encumbrances on the Purchased Assets or the Assigned Contracts (other than payoff amounts for Assumed Liabilities, including, without limitation, outstanding loans and related existing leases for Company's vehicles used in the Business which outstanding loans, will in the Parent's sole discretion, either be assumed by the Buyer or paid off by the Buyer at the Closing), and the Buyer shall make payments from the Purchase Price (as defined below) to such lenders (other than the lenders for outstanding loans for the Company's vehicles used in the Business) such that all the Encumbrances on the Purchased Assets and the Assigned Contracts are released at the Closing (other than Encumbrances on the Company's vehicles used in the Business).

Section 1.02. **Excluded Assets**. Notwithstanding the foregoing, the Purchased Assets shall not include any other assets of the Company not included in Section 1.01(a) of the Disclosure Schedules attached hereto (the "**Excluded Assets**").

Section 1.03. **Liabilities**. Subject to the terms and conditions set forth herein, at the Closing, the Buyer shall assume, and agree to pay, perform and discharge all liabilities of the Company other than Excluded Liabilities, including, without limitation, all outstanding loans and existing leases for Company's vehicles used in the Business which outstanding loans, will in the Parent's sole discretion, either be assumed by the Buyer or paid off by the Buyer at the Closing and all obligations under the Facility Lease (as defined below) and the Assumed Contracts (collectively, the "**Assumed Liabilities**"). Without modifying the limited scope of the foregoing, the Buyer shall not be assuming, and the Company shall remain responsible for and shall promptly pay, perform and discharge all of the liabilities of the Company set forth in Section 1.03 of the Disclosure Schedules (collectively, the "**Excluded Liabilities**"), such that the Buyer will incur no liability or loss in connection therewith.

Section 1.04. **Purchase Price**. The aggregate purchase price for the Purchased Assets shall be $770,000 (the '**Purchase Price**").

(a) On the Closing Date, the Buyer shall pay to the Company an aggregate amount equal to the following (the '**Closing Cash Payment**"):

(i) the Purchase Price;

(ii) plus the amount, if any, by which the Closing Working Capital (as defined below) exceeds the Minimum Closing Working Capital (as defined below);

(iii) plus the amount, if any, by which the Closing Cash (as defined below) exceeds the Minimum Closing Cash Amount (as defined below);

(iv) minus the amount, if any, by which the Minimum Closing Working Capital exceeds the Closing Working Capital;

(v) minus, the amount, if any, by which the Minimum Closing Cash Amount exceeds the Closing Cash; and

(vi) minus, the Escrow Amount (as defined below).

(b) No later than ten (10) days prior to the Closing Date, the Company shall prepare and deliver to the Parent and the Buyer a statement in accordance with GAAP (defined below) setting forth the Company's good faith estimates of (i) the amount of cash to be transferred to the Buyer as part of the Purchased Assets, (ii) the amount of Working Capital to be transferred to the Buyer as part of the Purchased Assets and (iii) the calculation of the estimated Closing Cash Payment, as determined in accordance with Section 2.2(a) (the "**Estimated Closing Cash Payment**"). The Company shall permit the Parent and the Buyer and their representatives to have reasonable access and in a manner so as to not adversely affect the Business, prior to the Closing, to the books, personnel, records and other documents (including work papers) pertaining to or used in connection with the preparation of the Estimated Closing Date Statement.

(c) At the Closing, Buyer shall pay the Estimated Closing Cash Payment as follows:

(i) The Estimated Closing Cash Payment by wire transfer of immediately available funds to an account designated in writing by the Company to the Parent and the Buyer no later than three (3) Business Days prior to the Closing Date; and

(ii) $77,000 (the "**Escrow Amount**") via wire transfer of immediately available funds to an account designated by City National Bank of Florida (the "**Escrow Agent**") for funds held in a money market account with an ICS overlay, so that all funds are fully FDIC insured, to be held by the Escrow Agent for no less than twelve (12) months after the Closing Date; provided that a portion of the Escrow Amount equal to any Losses (as defined below) required to be paid by the Seller Group as of such twelve (12) month anniversary that have not been paid by the Seller Group shall not be released until such Losses have been paid, pursuant to the terms and conditions of an Escrow Agreement, dated as of the Closing Date, among the Escrow Agent, the Parent, and the Company, in the form set forth on Exhibit A (the "**Escrow Agreement**").

Section 1.05. **Adjustment of Closing Cash Payment**.

(a) Within one hundred and twenty (120) days after the Closing Date, the Parent shall prepare and deliver to the Company a statement (the "**Final Closing Date Statement**") setting forth its calculations of (A) the Closing Cash, (B) the Closing Working Capital and (C) the Final Closing Cash Payment (as defined below).

(b) After receipt of the Final Closing Date Statement, the Company shall have forty five (45) days (the "**Review Period**") to review the Final Closing Date Statement. On or prior to the last day of the Review Period, the Company may object to the Final Closing Date Statement by delivering to the Parent a written statement setting forth the Company's objections in reasonable detail, indicating each disputed item or amount and the basis for the Company's disagreement therewith (the "**Statement of Objections**"). If the Company fails to deliver the Statement of Objections before the expiration of the Review Period, the Final Closing Date Statement and the calculations contained therein shall be deemed to have been accepted by the Company and shall be final and binding. If the Company delivers the Statement of Objections before the expiration of the Review Period, the Parent and the Company shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "**Resolution Period**"), and, if the same are so resolved within the Resolution Period, the Final Closing Date Statement and the calculations contained therein, in each case with such changes as may have been previously agreed in writing by the Parent and the Company, shall be final and binding and shall not be subject to judicial review. If the Company and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute ("**Disputed Amounts**") shall be submitted for resolution to an independent accounting firm (the "**Independent Accountant**") for determination any and all matters from the Statement of Objections that remain in dispute. The Independent Accountant shall be a firm with no business ties to any of the Company, the Parent, the Buyer, or any of their Affiliates (as defined below), within the past three (3) years, and shall be mutually agreed to and selected by the Company and Buyer. The parties hereto agree that all adjustments shall be made without regard to materiality and that the items set forth on the Final Closing Date Statement shall be determined in accordance with the definitions and provisions of this Agreement. The Independent Accountant shall only decide the specific items under dispute by the parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Final Closing Date Statement and the Statement of Objections, respectively. Each of Buyer and the Company shall be afforded the opportunity to present to the Independent Accountant any materials related to the determination and to discuss the determination with the Independent Accountant; provided, however, that each such party will provide the other with copies of any materials provided to the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid based upon the percentage that the amount actually contested but not awarded to the Company or Buyer, respectively, bears to the aggregate amount actually contested by the Company and Buyer, as determined by the Independent Accountant. For example, if Buyer claims that the Closing Working Capital is $1,000,000, the Company claims that the Closing Working Capital is $1,500,000, and the Independent Accountant determines that the Closing Working Capital is $1,200,000, then the costs and expenses of the Independent Accountant will be allocated 60% (i.e., 300,000 ÷ 500,000) to the Company and 40% (i.e., 200,000 ÷ 500,000) to Buyer. The parties shall use their commercially reasonable efforts to cause the Independent Accountant to resolve the Disputed Amounts and make any adjustments to the Final Closing Date Statement and the calculations contained therein as soon as practicable, and in any event within thirty (30) days (or such other time as the parties hereto shall agree in writing) after their engagement; provided, however, that any delay on the part of the Independent Accountant shall not invalidate any resolutions or other determinations of the Independent Accountant in this regard or deprive the Independent Accountant of jurisdiction to resolve the disputes submitted to it pursuant to this Section 2.3. The Independent Accountant's adjustments to the Final Closing Date Statement and the calculations contained therein shall be conclusive and binding upon the parties hereto and shall not be subject to judicial review absent manifest error.

(c) Within five (5) business days after the Final Closing Cash Payment becomes final and binding upon the Parties (whether as a result of the Company's failure to object to the Final Closing Date Statement within the forty-five (45) day period provided above, by mutual agreement of the Company and Buyer or by determination of the Independent Accountant), the Company shall pay to Buyer, or Buyer shall pay to the Company (if and as applicable), as follows:

(i) If the Final Closing Cash Payment is less than the Estimated Closing Cash Payment (the amount by which the Final Closing Cash Payment is less than the Estimated Closing Cash Payment will be referred to herein as the "**Decrease Amount**"), then, within five (5) Business Days of the final determination of the Final Closing Cash Payment pursuant to this Section 1.05, the Company shall pay to Buyer an amount of cash equal to the Decrease Amount by wire transfer in immediately available funds to the account designated in writing by Buyer to the Company for such purpose.

(ii) If the Final Closing Cash Payment is greater than the Estimated Closing Cash Payment (the amount by which the Final Closing Cash Payment is greater than the Estimated Closing Cash Payment will be referred to herein as the "**Increase Amount**"), then, within five (5) Business Days of the final determination of the Final Closing Cash Payment pursuant to this Section 1.05, Buyer shall pay to the Company an amount of cash equal to the Increase Amount by wire transfer in immediately available funds to the accounts designated in writing by the Company to Buyer for such purpose.

(d) For all purposes of the adjustments provided in Section 1.04 hereof and this Section 1.05, Working Capital and Cash shall be calculated in accordance with modified United States Generally Accepted Accounting Principles ("**GAAP**"), consistently applied, but excluding supply inventory and work in process, in the same manner and using the same methods used in determining the amount of each of such items which compose such values as set forth on the balance sheet of the Company as of the Closing Date (the "**Closing Balance Sheet**") which such balance sheet shall be prepared in accordance with GAAP and delivered to the Parent within two (2) business days prior to the Closing.

(e) For purposes of clarification, examples of the adjustments contemplated in Section 1.04, Section 1.05 and Section 1.06 are set forth on Schedule 1.05(e) of the Disclosure Schedule.

(f) For purposes of this Agreement:

(i) "**Cash**" means, as at a specified date, all cash, certificates of deposit, bank deposits, negotiable instruments, marketable securities and other cash equivalents of the Company.

(ii) "**Closing Cash**" the Cash of the Company as of the Closing Date.

(iii) "**Closing Working Capital**" means the Working Capital of the Company as of the Closing Date as shown on the Closing Balance Sheet.

(iv) "**Customer Deposits**" means customer deposits or prepayments including (i) prepayments made by customers in connection with unfulfilled service orders, if any, and (ii) prepayments made by customers in connection with other advance payments or credits for services not yet rendered, and (iii) any other form of customer prepayments for unfiled sales and/or service orders, in each case, as of the Closing Date calculated in accordance with the methods set forth in this Agreement as set forth on the Estimated Closing Date Statement.

(v) "**Final Closing Cash Payment**" means the Closing Cash Payment, as finally determined in accordance with this Section 1.05 hereof.

(vi) "**Minimum Closing Cash Amount**" means cash in an amount equal to Customer Deposits.

(vii) "**Minimum Closing Working Capital**" means Working Capital of at least $120,000.

(viii) "**Working Capital**" is defined in Section 1.05(f)(xi) of the Disclosure Schedules.

Section 1.06. **Accounts Receivable Adjustment**. From the Closing Date through ninety (90) days after the Closing Date, ninety (90) days after the date such are required to be paid in accordance with the terms of the applicable contract or purchase order (as applicable), the Parent and Buyer shall use their commercially reasonable efforts to collect the Accounts Receivable. Any partial receipts of Accounts Receivable shall be first applied against the oldest outstanding Accounts Receivable of such account debtor. In the event that the Parent or Buyer is unable to collect any part of the Accounts Receivable (the "**Uncollected Accounts Receivable**") upon the conclusion of such ninety (90) day anniversary or such ninety (90) day period, as the case may be, then, at the discretion of the Parent, the Working Capital shall be decreased by such amount of Uncollected Accounts Receivable in determining the Working Capital set forth on the Final Closing Date Statement pursuant to Section 1.05(a), and payment by the Seller Group for such Uncollected Accounts Receivable shall be made by the Seller Group to the Parent (at the sole election of the Parent) by wire transfer in immediately available funds or offset of such amount against the Escrow Amount, or upon mutual agreement of the Company and Parent. Notwithstanding the foregoing, if the Parent and the Company mutually agree, the Uncollected Accounts Receivable may be handled in a manner mutually acceptable to the Seller Group and the Parent, or the Parent may assign the Uncollected Accounts Receivable to the Company which shall be entitled to collect the Uncollected Accounts Receivable for its sole benefit. In such latter event, the Seller Group shall have the right to pursue the collection of the Uncollected Accounts Receivable prior to the expiration of the applicable statute of limitation for collection of such funds and the Seller Group's collection of such Accounts Receivable shall be consistent with the past practices of the Company, which include, among other things, commercially reasonable efforts not to injure any customer relationships of the Company or of the Business as it relates to the Parent after the Closing. For the purposes of this Agreement, "**Accounts Receivable**" means, as of the Closing Date, any trade accounts receivable, notes receivable, employee advances and other miscellaneous receivables of the Company and any security, claim, remedy or other right related to any of the foregoing, and for the avoidance of doubt shall include any and all receivables for sales processed by the Company prior to the Closing Date.

Section 1.07. **Purchase Price Allocation**. The Buyer and the Seller Group agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all tax purposes as set forth on Section 1.07 of the Disclosure Schedules (the "**Allocation Schedule**"). The Buyer and the Company agree that: (i) they shall file (or shall cause to be filed) Form 8594 under Section 1060 of the Code and all other applicable Tax Returns (as defined below) and forms consistent with the Allocation Schedule; and (ii) in the course of any examination, audit or other proceeding with respect to any Tax Return or Tax (as defined in Section 3.17(n)) and (o) below), will take no position, and cause its Affiliates to take no position, inconsistent with the Allocation Schedule for Tax purposes, unless required by applicable law.

Section 1.08. **Withholding Tax**. The Buyer shall be entitled to deduct and withhold from consideration otherwise payable pursuant to this Agreement all amounts that the Buyer may be required to deduct and withhold under any applicable law relating to Taxes. All such withheld amounts shall be treated as delivered to the Company hereunder.

ARTICLE II
CLOSING

Section 2.01. **Closing**. The closing of the Transactions (the "**Closing**") shall take place remotely by wiring of funds and exchange of documents and signatures (or their electronic counterparts) at 10:00 a.m. (eastern time), within three (3) business days after the satisfaction or waiver, in writing, of all conditions to Closing set forth in this Agreement, or at such other date, time or place as may be mutually agreed to in writing by the parties hereto (the "**Closing Date**"). The Closing shall be deemed to take place at 12:01 a.m. on the Closing Date.

Section 2.02. **Conditions to Closing Obligation of the Parent and Buyer**. The obligation of the Parent and the Buyer to consummate the Transactions and to enter into each agreement to be executed in connection with this Agreement at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the Parent in its sole discretion):

(a) The representations and warranties of the Seller Group set forth in this Agreement and in each agreement to be executed in connection with this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent that any representation or warranty is limited by its terms to a specific date, in which case such representation or warranty need only be true and correct as of such date, and except that those representations and warranties that are modified as to materiality or contain a qualification referring to a "material adverse effect" or any similar modification or qualification shall be true and correct in all respects.

(b) The Seller Group shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement and by each agreement to be executed in connection with this Agreement to be so performed or complied with by the Seller Group at or before the Closing (including but not limited to the obligation to execute and deliver the documents required to be executed and delivered pursuant to Section 2.04(a)).

(c) Since the date of this Agreement, there shall not have occurred any event, occurrence, fact, condition, change or effect that has a materially adverse effect on the Business, the Purchased Assets, the Assigned Contracts or the Assumed Liabilities, operations or results of operations of the Business, prospects, or condition (financial or otherwise) of the Business taken as a whole.

(d) There shall not be in effect on the Closing Date any order or law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement or that could reasonably be expected to otherwise result in a material diminution of the benefits of the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement to the Parent, and there shall not be pending or threatened on the Closing Date any Action (as defined below) in, before or by any governmental authority that could reasonably be expected to result in the issuance of any such order or the enactment, promulgation or deemed applicability of any such law to the Parent, the Buyer, the Shareholders, the Trusts, the Company or the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement.

(e) Other than changes in ownership to be filed with the U.S. Parent & Trademark Office with regard to the change in ownership of the Company, all consents, approvals and actions of, filings with and notices necessary of any governmental authority to permit the Seller Group to perform their respective obligations under this Agreement and under each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby (i) shall have been duly obtained, made or given, (ii) shall be in form and substance reasonably satisfactory to the Parent, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(f) All consents (or waivers in lieu thereof) (including, without limitation, the consents set forth on Schedule 3.03) to the performance by the Seller Group of their respective obligations under this Agreement and under each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby without violating any law or breaching (or giving rise to a right to terminate) any contract, (i) shall have been obtained, (ii) shall be in form and substance reasonably satisfactory to the Parent, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(g) All required proceedings to be taken on the part of the Seller Group in connection with the Transactions and all documents incident thereto shall be reasonably satisfactory in form and substance to the Parent, and the Parent shall have received copies of all such documents and other evidence as the Parent may reasonably request in order to establish the consummation of such Transactions and the taking of all proceedings in connection therewith.

(h) There shall not exist any material Encumbrances on any of the Purchased Assets or any of the Assigned Contracts (other than the Assumed Liabilities and Encumbrances on the Assumed Liabilities).

(i) All accounts payable of the Company arose in bona fide arm's length transactions in the ordinary course of Business and no account payable is delinquent by more than forty-five (45) days in its payment.

(j) The simultaneous closings of the transactions contemplated by those certain (i) Asset Purchase Agreement by and among the Parent and Garment Care Services FL, LLC, a Delaware limited liability company, on the one hand, and the Trusts, Loeb, Baboun and the Company, on the other hand; (ii) Asset Purchase Agreement, dated as of the date hereof, by and among, the Parent and the Buyer, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts, Loeb, Baboun, Moreno, Sudsies Operations North, LLC f/k/a Sudsies Boca LLC, a Florida limited liability company, and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; (iii) Asset Purchase Agreement by and among the Parent and GCS 112-114 FL, LLC, a Florida limited liability company, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC, f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts Loeb, Baboun, Luis Moreno and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; and (iv) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun, Shmuel Rudski and JLOJB On-Site, LLC, f/k/a/ Sudsies On-Site, LLC, a Florida limited liability company, on the other hand.

Section 2.03. **Conditions to Closing Obligation of the Seller Group.** The obligations of the Seller Group to consummate the Transactions and to enter into each agreement to be executed in connection with this Agreement at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the Seller Group in its sole discretion):

(a) The representations and warranties of the Parent and the Buyer set forth in this Agreement and in each agreement to be executed in connection with this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent that any representation or warranty is limited by its terms to a specific date, in which case such representation or warranty need only be true and correct as of such date, and except that those representations and warranties that are modified as to materiality or contain a qualification referring to a "material adverse effect" or any similar modification or qualification shall be true and correct in all respects.

(b) The Parent and the Buyer shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement and by each agreement to be executed in connection with this Agreement to be so performed or complied with by the Parent and the Buyer at or before the Closing (including but not limited to the obligation to execute and deliver the documents required to be executed and delivered pursuant to Section 2.04(b)).

(c) All consents, approvals and actions of, filings with and notices to any governmental authority necessary to permit the Parent and the Buyer to perform of their respective obligations under this Agreement and by each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby, (i) shall have been duly obtained, made or given, (ii) shall be in form and substance reasonably satisfactory to the Seller Group, (iii) not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any governmental authority necessary for the consummation of the Transactions shall have occurred.

(d) All consents (or waivers in lieu thereof) (including, without limitation, the consents set forth on Section 3.03 of the Disclosure Schedules) to the performance by the Parent and the Buyer of their respective obligations under this Agreement and by each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby (i) shall have been obtained, (ii) shall be in form and substance reasonably satisfactory to the Seller Group, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(e) All required proceedings to be taken on the part of the Parent and the Buyer in connection with the Transactions and all documents incident thereto shall be reasonably satisfactory in form and substance to the Seller Group, and the Seller Group shall have received copies of all such documents and other evidence as the Seller Group may reasonably request in order to establish the consummation of such Transactions and the taking of all proceedings in connection therewith.

(f) The simultaneous closings of the transactions contemplated by those certain (i) Asset Purchase Agreement by and among the Parent and Garment Care Services FL, LLC, a Delaware limited liability company, on the one hand, and the Trusts, Loeb, Baboun and the Company, on the other hand; (ii) Asset Purchase Agreement, dated as of the date hereof, by and among, the Parent and the Buyer, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC, f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts, Loeb, Baboun, Moreno, Sudsies Operations North, LLC f/k/a Sudsies Boca LLC, a Florida limited liability company, and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; (iii) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC, f/k/a/ Sudsies Management LLC, a Florida limited liability company, The Jason Loeb Family Trust UAD December 7, 2005 As Amended, The Jorge Baboun and Michelle Zambelli Baboun Inter Vivos Declaration of Trust Created March 13, 2023, Jason Loeb, Jorge Baboun, Luis Moreno and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; and (iv) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun, Shmuel Rudski and JLOJB On-Site, LLC f/k/a/ Sudsies On-Site, LLC, a Florida limited liability company, on the other hand.

Section 2.04. **Closing Deliverables**.

(a) At the Closing, the Seller Group shall deliver to the Parent and Buyer the following:

(i) the Escrow Agreement, duly executed by the Company;

(ii) a bill of sale in the form of Exhibit B hereto (the "**Bill of Sale**"), duly executed by the Company, transferring the Purchased Assets to the Buyer;

(iii) an assignment and assumption agreement in the form of Exhibit C hereto (the "**Assignment and Assumption Agreement**"), duly executed by the Company effecting the assignment to and assumption by the Buyer of the Assigned Contracts;

(iv) the facility lease in the form of Exhibit D hereto (the "**Facility Lease**") relating to 12711 Biscayne Bld., North Miami, 33181, duly executed by JLOJB 12711, LLC f/k/a Sudsies 12711, LLC, as Landlord, and the Buyer, as Tenant;

(v) Noncompetition Agreements, in the form of Exhibit E-1 hereto (the "**Key Officer Noncompetition Agreement**"), duly executed by the Person set forth on Section 2.04(a)(v) of the Disclosure Schedules under the heading "Key Officers") and Noncompetition Agreements, in the form of Exhibit E-2 hereto (the "**Key Employee Noncompetition Agreement**"), duly executed by the Persons set forth on Section 2.04(a)(v) of the Disclosure Schedules under the heading "Key Employees");

(vi) copies of all consents, approvals, waivers and authorizations referred to in Section 3.03 of the Disclosure Schedules;

(vii) an IRS Form W-9 completed and executed by the Company;

(viii) a certificate, duly executed by the Shareholders, the trustees of the Trusts and the President of the Company, certifying as to the matters set forth in Section 2.02(a), Section 2.02(b) and 2.02(c).

(ix) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of the Company certifying as to (A) the organizational documents of the Company, (B) resolutions of the board of directors, managers, shareholders and/or members of the Company, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the Transactions, and (C) the names and signatures of the officers of the Company authorized to sign this Agreement and the documents to be delivered hereunder;

(x) all of the books and records of the Company relating to the Business;

(xi) evidence, satisfactory to Parent, of the release and satisfaction of all Encumbrances on the Purchased Assets and Assigned Contracts (other than Encumbrances on the Assumed Liabilities); and

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

(b) At the Closing (or as otherwise indicated), the Buyer shall deliver to the Company the following:

(i) to the account designated by the Company at least three (3) business days prior to the Closing Date by the Company in a written notice to the Buyer and Parent an amount equal to the Estimated Closing Cash Payment, by wire transfer of immediately available funds;

(ii) the Escrow Amount shall be wired to an account designated by the Escrow Agent;

(iii) the Escrow Agreement, duly executed by the Parent;

(iv) the Bill of Sale, duly executed by the Buyer;

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

(vi) the Facility Lease, duly executed by the Buyer;

(vii) the Key Officer Noncompetition Agreements and the Key Employee Noncompetition Agreements, duly executed by the Buyer; and

(viii) a certificate, duly executed by the Chief Executive Officer of the Parent and the sole member of the Buyer, certifying as to the matters set forth in Section 2.03(a) and Section 2.03(b).

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER GROUP

The Company, the Trusts and the Shareholders, jointly and severally, hereby represent and warrant to the Parent and the Buyer, subject to such exceptions as are specifically disclosed in the Disclosure Schedules, as set forth below. For purposes of this ARTICLE III, “the Seller Group’s Knowledge,” “Knowledge of the Seller Group” and any similar phrases shall mean the actual knowledge of any director, officer or shareholder of the Company, provided, however, such person shall be deemed to have “knowledge” of a particular fact, circumstance or other matter if a reasonably prudent person would be expected to become aware of such fact, circumstance or other matter.

Section 3.01. **Organization**. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full corporate power and authority to conduct the Business as and, to the extent now conducted, to own, use and lease its assets. Except as set forth in Schedule 3.01(a), the Company is not required to be qualified, licensed or admitted to do business in any other jurisdiction. The names, titles and other positions of all of the officers and directors of the Company are listed in section 3.01(a) of the Disclosure Schedules.

Section 3.02. **Authority and Enforceability**.

(a) Each Shareholder has the power, authority and full legal capacity to execute this Agreement and the documents to be delivered hereunder to which he is a party and perform his obligations hereunder and thereunder. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by each Shareholder and, assuming the due authorization, execution and delivery by the Buyer and/or the Parent, constitute the legal, valid and binding obligations of such Shareholder, enforceable against them in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(b) The Company has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by the Company of this Agreement and the documents to be delivered hereunder and the performance by the Company of its obligations hereunder and thereunder have been duly and validly authorized by its board of directors and shareholders, and no other action on the part of the Company or its shareholders is necessary. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of the Company, enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(c) Each Trust has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by such Trust of this Agreement and the documents to be delivered hereunder and the performance by such Trust of its obligations hereunder and thereunder have been duly and validly authorized by such Trust and its trustee, and no other action on the part of such Trust or its trustee is necessary. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by such Truist and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of such Trust, enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

Section 3.03. **No Conflicts; Consents**. Except as disclosed in Section 3.03(a) of the Disclosure Schedules, the execution, delivery and performance by the Seller Group of this Agreement and the documents to be delivered hereunder, and the consummation of the Transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of the Company; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Seller Group or the Purchased Assets; (c) subject to obtaining the consents referenced below, conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Seller Group is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. Except as disclosed in Section 3.03(b) of the Disclosure Schedules, no consent, approval, waiver or authorization is required to be obtained by the Seller Group from any Person (including any governmental authority or vendor or supplier of the Company), and the Seller Group is not required to make any filing with or give any notice to any Person (including any governmental authority or vendor or supplier of the Company), in connection with the execution, delivery and performance by the Seller Group of this Agreement and the consummation of the Transactions contemplated hereby and in any document to be delivered hereunder. "Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, joint venture, vendor, supplier, other business organization, trust, union, association or governmental authority of any nature.

Section 3.04. **Equity Interests**. Section 3.04 of the Disclosure Schedules sets forth a complete and correct list of the authorized and issued shares of capital stock of the Company. Such capital stock has been duly authorized and validly issued, is fully paid and non-assessable and was not issued in violation of, and is not subject to, any preemptive rights or other similar rights of any Person. There is no contract or other instrument outstanding that directly or indirectly: (i) calls for the issuance, sale, grant or other disposition of capital stock of the Company or securities that are convertible into, or have other rights to acquire, any securities of the Company; (ii) obligates the Company to grant, offer or enter into any of the foregoing; or (iii) relates to the voting or control of the capital stock of the Company. Each Trust owns, beneficially and of record, the shares of capital stock of the Company listed opposite such Trust's name on Section 3.04 of the Disclosure Schedules, free and clear of any Encumbrances.

Section 3.05. **Title to Purchased Assets**. The Company owns and has good title to the Purchased Assets, free and clear of Encumbrances.

Section 3.06. **Condition and Sufficiency of Assets**. The Purchased Assets are in good condition (reasonable wear and tear excepted) and are adequate for the uses to which they are being put, and none of such Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance or repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

Section 3.07. **Inventory.** All inventory, finished goods, raw materials, work in progress, packaging, supplies, cleaning products, consumables, all operational supplies customarily used in the conduct of the Business and other inventories included in the Purchased Assets consist of a quality and quantity usable and salable in the ordinary course of business.

Section 3.08. **Intellectual Property**.

(a) "**Intellectual Property**" means any and all: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing). For purposes of clarity, Intellectual Property does not include any rights, title or interest in or to any widely-available off-the-shelf software.

(b) Section 3.08 of the Disclosure Schedules lists all Intellectual Property included in the Purchased Assets ("**Purchased IP**"). The Seller Group owns or has adequate, valid and enforceable rights to use all the Purchased IP, free and clear of all Encumbrances. The Seller Group is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any Person.

(c) The Seller Group's prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property rights of any Person and there are no claims pending or threatened by any Person with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. No Person is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither the Seller Group nor any Affiliate of the Seller Group has made or asserted any claim, demand or notice against any Person alleging any such infringement, misappropriation, dilution or other violation.

Section 3.09. **Assigned Contracts.** Each Assigned Contract is valid and binding on the Company in accordance with its terms and is in full force and effect. None of the Seller Group or, to the Seller Group's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. To the Seller Group's Knowledge, other than obtaining any required consents, no event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assigned Contract have been made available to the Buyer. There are no disputes pending or, to the Knowledge of the Seller Group, threatened under any Assigned Contract.

Section 3.10. **Permits**. Section 3.10 of the Disclosure Schedules lists all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the "**Transferred Permits**"). The Transferred Permits are valid and in full force and effect. All fees and charges with respect to such Transferred Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Transferred Permit.

Section 3.11. **Financial Statements**. Complete copies of (i) the unaudited financial statements consisting of the balance sheet of the Company as at December 31, 2025, and the related statements of income and retained earnings, stockholder's equity and cash flow for the year then ended, and (ii) the unaudited financial statements consisting of the balance sheet of the Company as at May 31, 2026 and the related statements of income and retained earnings, stockholder's equity and cash flow for the five-month period then ended (collectively, the "**Financial Statements**") are set forth on Section 3.11 of the Disclosure Schedules. The Financial Statements fairly present in all material respects the financial condition of the Company at the date thereof and the results of operations of the Company for fiscal periods reported upon thereon, and are generally consistent with the accounting records of the Company (which accounting records are true, correct and complete in all material respects, except as set forth in such Schedule).

Section 3.12. **Absence of Changes**. Since December 31, 2025, the Company has been operated in the ordinary course consistent with past practice and there has not been any material adverse effect with respect to the Company or any event or development that, individually or together with any or all other such events, could reasonably be expected to result in a material adverse effect with respect to the Company

Section 3.13. **Employee Benefit Matters** .

(a) Section 3.13 of the Disclosure Schedules contains a list of each material benefit, retirement, employment, consulting, compensation, incentive, bonus, option, restricted unit, unit appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare and fringe-benefit agreement, plan, policy and program in effect and covering one or more employees of the Company, former employees of the Business, current or former directors of the Business or the beneficiaries or dependents of any such persons, and is maintained, sponsored, contributed to, or required to be contributed to by the Company, or under which the Company has any material liability for premiums or benefits (as listed on Section 3.13 of the Disclosure Schedules, each, a "**Benefit Plan**").

(b) To Seller Group's Knowledge, each Benefit Plan and related trust complies with all applicable laws. Each Benefit Plan (a '**Qualified Benefit Plan**") that is intended to be qualified under Section 401(a) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to the Seller Group's Knowledge, nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from the Internal Revenue Service, as applicable. With respect to any Benefit Plan, to the Seller Group's Knowledge, no event has occurred or is reasonably expected to occur that has resulted in or would subject Seller to a tax under Section 4971 of the Code or the Purchased Assets to a lien under Section 430(k) of the Code.

Section 3.14. **Employee Matters**. Set forth in Section 3.14 of the Disclosure Schedules is a copy of the 2025 and present payroll summary of the Company which lists all employees who as of the date thereof and hereof were and are actively employed either full or part time by the Company and their respective positions, hire dates, termination dates (if applicable), base wage rates, and the amount of any other compensation.

Section 3.15. **Real Property**. The Company does not own any real property. All real property leased for a period greater than one (1) month by the Company is listed on Section 3.15 of the Disclosure Schedules (collectively, the "**Leased Real Property**"). The Company (i) has a valid and enforceable leasehold interest with respect to each item of Leased Real Property leased by it, subject to no Encumbrances (other than those contained in the underlying leases, real estate taxes and existing and future mortgages thereon), and (ii) is in possession of and has quiet enjoyment of each item of Leased Real Property leased by it. None of the Leased Real Property is subject to any sublease of all or any portion thereof and no Person other than the Company has any right to occupy any of the Leased Real Property. The Leased Real Property is adequate for the current needs of the Company and the anticipated needs of the Company. All of the leasehold improvements at the Leased Real Property are adequate for the current needs of the Company and are in good condition, ordinary wear and tear excepted. There is no pending or, to the Knowledge of the Seller Group, proposed, anticipated or contemplated, annexation, condemnation, eminent domain or similar proceeding, or any zoning or tax (except for owner's protest of current real estate tax assessments) or assessment proceeding affecting, or that may affect, all or any portion of the Leased Real Property.

Section 3.16. **Environmental Matters** .

Except as set forth on Section 3.16 of the Disclosure Schedules, the Company represents the following:

(a) The operations of Company with respect to the Business, Leased Real Property, and the Purchased Assets are currently in and have at all times been in compliance with all Environmental Laws. The Company has not received from any Person, with respect to the Business, Leased Real Property, or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing liabilities or requirements as of the Closing Date.

(b) The Company and its Affiliates have obtained and is in material compliance with all Environmental Permits (each of which is disclosed on Section 3.16(b) of the Disclosure Schedules) reasonably necessary for the conduct of the Business as currently conducted and for the ownership, lease, operation, or use of the Purchased Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with all applicable Environmental Law, and the Company is not aware of any condition, event, or circumstance that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation, or use of the Purchased Assets. With respect to any such Environmental Permits, the Company has undertaken, or will undertake prior to the Closing Date, all reasonable measures necessary to facilitate transferability of the same to the extent transferable, the Company is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any revocation, rescission, or material adverse change in the status or terms and conditions of the same.

(c) None of the Business or the Purchased Assets or any real property or site currently or formerly owned, leased, or operated by the Company or any of its Affiliates in connection with the Business is listed on, or has been proposed for listing on, or has disposed of waste material at any site listed on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) There has been no Release of Hazardous Materials in contravention of Environmental Law, or that could reasonably be expected to give rise to an investigation, remedial or corrective actions, or other Liabilities on the part of the Company pursuant to Environmental Law, with respect to the Business, Leased Real Property, or the Purchased Assets or any real property or site currently owned, operated, or used or formerly owned, leased, operated, or used by the Company in connection with the Business. There is no evidence of soil or groundwater contamination in violation of Environmental Law on the Leased Real Property. The Company has not received an Environmental Notice that any of the Business or the Purchased Assets or real property or site currently or formerly owned, leased, operated, or used by the Company in connection with the Business (including soils, groundwater, surface water, buildings, and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, the Company or any of its Affiliates.

(e) There are no past, pending, or, to the Knowledge of the Company, threatened Environmental Claims against the Company or any other Person occupying, using, or conducting operations on the Leased Real Property.

(f) Neither the Company nor any of its Affiliates has retained or assumed, by contract or operation of law, any liabilities of third parties under Environmental Law.

(g) The Company has provided or otherwise made available to Buyer and listed on Section 3.16(g) of the Disclosure Schedules: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, compliance assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property or site currently or formerly owned, leased, or operated by the Company in connection with the Business which are in the possession or control of the Company related to compliance with Environmental Laws, Environmental Claims, or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit, or otherwise control pollution and/or emissions, manage waste, or otherwise ensure compliance with current Environmental Laws (including, without limitation, costs of remediation, pollution control equipment, and operational changes).

(h) Neither the Company nor any of its Affiliates has entered into or agreed to enter into (and does not contemplate entering into) any consent decree or order, and the Company is not subject to any judgment, decree or judicial or administrative order relating to compliance with, or the cleanup of Hazardous Materials under, any applicable Environmental Laws.

(i) With respect to the operation of the Business or the Leased Real Property, neither the Company nor to its Knowledge any of its corporate predecessors or Affiliates have treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, or released any Hazardous Materials on the Leased Real Property or any real property adjacent to the Leased Real Property, or directly or indirectly on any other real property in violation in any material respects of Environmental Laws or in a manner that would be reasonably likely to result in material liability, or owned or operated the Business or Leased Real Property, so as to give rise to any current or future Environmental liabilities, including any liability for fines, penalties, response costs, corrective action costs, personal injury, property damage, natural resources damage or attorneys' fees, pursuant to any Environmental Law.

(j) The Company is not aware of and does not reasonably anticipate, as of the Closing Date, any condition, event, or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede, or materially increase the costs associated with the ownership, lease, operation, performance, or use of the Business or the Purchased Assets as currently carried out.

(k) To the Knowledge of the Company, there are no PCBs or PCB containing equipment or materials, PFAS or PFAS containing equipment or materials, or asbestos or asbestos containing materials, located on or at the Leased Real Property.

(l) To the Knowledge of the Company, Section 3.16(l) of the Disclosure Schedules contains a complete and accurate list of all active or abandoned aboveground or underground storage tanks owned or operated by the Company at the Leased Real Property or as part of the Purchased Assets, all of which have been used and maintained in compliance in all material respects with all Environmental Laws.

(m) The Parties acknowledge that Buyer may, at its sole cost and expense, engage an environmental consultant to conduct environmental investigation(s) at the Leased Real Property, including invasive sampling. In the event Buyer conducts such an environmental investigation, the Company shall coordinate access to facilitate such investigation; provided, that, any such investigation shall not unreasonably interfere with the Business.

(n) For purposes of this Agreement:

(i) "**Environment**" means soil, land, surface and subsurface strata, surface waters (including navigable and non-navigable inland and ocean waters), groundwaters, drinking water supply, stream sediments, indoor or outdoor ambient air, plant and animal life, and any other environmental medium or natural resource.

(ii) "**Environmental Law**" means any federal, state or local law or governmental order relating to or for the protection of the environment, pollution (or cleanup thereof) and occupational health and safety, including without limitation any statute, regulation, and judicial and/or administrative decision or order pertaining to (i) the prohibition, regulation, or control, exposure to, monitoring and cleanup of any Hazardous Material; (ii) the treatment, storage, disposal, generation, processing, production, and transportation of Hazardous Materials; (iii) air (including indoor air), water, radiation, and noise pollution; (iv) groundwater and soil contamination; (v) the release or threatened release into the environment of Hazardous Materials, including without limitation emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals; (vi) the protection of wild life, marine life and wetlands, including without limitation all endangered and threatened species, human health or safety; and (vii) manufacturing, processing, using, distributing, treating, storing, disposing, transporting, or handling of Hazardous Materials, all as amended to date. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Safe Water Drinking Act, 42 U.S.C. §300f et seq., and any appliable heath advisory; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(iii) "**Hazardous Materials**" means any waste, pollutant, contaminant, hazardous substance, toxic, ignitable, reactive or corrosive substance, hazardous waste, special waste, industrial substance, by-product, process intermediate product or waste, petroleum or petroleum-derived substance or waste, chemical liquids or solids, perchloroethylene, liquid or gaseous products, or any constituent of any such substance or waste, the use, handling or disposal of which by the Company is in any way governed by or subject to any applicable Environmental Law, but shall not include limited and reasonably necessary quantities of ordinary household or commercial supplies of any of the foregoing and repair, maintenance and cleaning supplies used in the ordinary operation of a commercial building which are maintained, stored and used in accordance with all Environmental Laws.

(iv) "**Environmental Permit**" means any Permit, letter, clearance, waiver, license, closure, notification, decision, or other action required under or issued, granted, given, authorized by, or made pursuant to Environmental Law.

(v) "**Release**" or "**Released**" means any release, spill, emission, overflow, leaking, pumping, pouring, dumping, emptying, discharge, disposing, deposit, injection, escaping, leaching, seepage, infiltration, introduction, or migration of any Hazardous Waste, whether intentional or accidental, unauthorized, of any substance into the Environment, into or out of any property, into or out of any building or other improvements.

Section 3.17. **Taxes**. Except as set forth on Section 3.17 of the Disclosure Schedules:

(a) All Tax Returns of, or with respect to, the Company, the Business and the Purchased Assets have been timely filed (including time granted extensions) with the appropriate governmental entity and are true, correct and complete in all respects and were prepared in compliance with all applicable laws.

(b) All Taxes that are due and payable of, or with respect to, the Company, the Business and the Purchased Assets (whether or not shown on any Tax Return) have been timely paid in full.

(c) With respect to the Company, the Business and the Purchased Assets, the Company has not (i) waived any statute of limitations with respect to any Tax Return or Taxes, (ii) agreed to any extension of time for filing any Tax Return, or (iii) consented to extend the period in which any Tax may be assessed or collected by any governmental entity and no such request to waive or extend is outstanding with the exception of the 2025 filings which will be filed prior to Closing.

(d) To the Knowledge of the Company, no Tax audits, claims, examinations, disputes, investigations or administrative or judicial Tax proceedings are being conducted with respect to the Company, the Purchased Assets, or the Business. The Company has not received a notice from any governmental entity (i) that any Tax audits, claims, examination, disputes, investigations or administrative or judicial Tax proceedings with respect to the Purchased Assets, the Business or the Company are threatened, pending or being conducted, (ii) requesting information related to Tax Returns or Tax matters with respect to the Company, the Purchased Assets or the Business or (iii) including a notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed against or on the Purchased Assets, the Company or the Business and none of the foregoing is threatened.

(e) The Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party and all information reporting required with respect thereto (including Forms W-2 and 1099) has been properly completed and timely filed.

(f) At all times since September 1, 1995, (i) the Company has been a validly electing S corporation (within the meaning of Section 1361(a) of the Code and any comparable provision of state and local Tax Law in jurisdictions in which such election was available), (ii) no actions have been taken and no omissions have occurred which would cause the Company's S corporation status to terminate or to be revoked, and (iii) the Company has had only one class of stock within the meaning of Code Section 1361 and the Treasury Regulations promulgated thereunder. At all times since its date of formation, the Company has been treated as a subchapter S Corporation for all income Tax purposes and has made no election inconsistent with such treatment.

(g) There are no Encumbrances for Taxes relating to the Purchased Assets, nor are there any Encumbrances for Taxes which are pending or, to the Knowledge of the Company, threatened against the Purchased Assets.

(h) Except regarding the IRS powers of attorney Form 2048 filed with respect to Laurance Herrup, CPA, no power of attorney has been granted by the Company with respect to any matter related to Taxes of the Company, the Purchased Assets or the Business. No requests for ruling or determination letters or competent authority relief is currently pending with any Taxing Authority with respect to any Taxes of the Shareholders or the Assets.

(i) To the Knowledge of the Company, no claim has been made by a governmental entity in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to Taxes with respect to any of the Purchased Assets or the Business.

(j) The Company does not have any liability for the Taxes of any Person under Treasury Regulation Section 1.1502–6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise. The Company is not a party to or bound by any Tax allocation or sharing agreement.

(k) The Company has not been a party to any "reportable transaction," as defined in Code Section 6707A(c)(1) and Treasury Regulations Section 1.6011-4(b) or any analogous provision of state, local or non-U.S. law.

(l) The Company is not a foreign person within the meaning of Section 1445 of the Code.

(m) The Company has had properly forgiven its Paycheck Protection Program Loan pursuant to Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, H.R. 748, 116th Cong. (2020), and any successor legislation.

(n) In accordance with applicable law, the Company has (i) properly collected and remitted all sales, use, gross receipts value added and similar Taxes with respect to sales, leases, licenses made, and services provided to its customers, and (ii) for all sales, leases, licenses and services that are exempt from sales, use, value added and similar Taxes and that were made without charging or remitting sales, use, gross receipts value added or similar Taxes, received and retained all Tax exemption certificates and other documentation required to qualify such sale, lease, license or service as exempt.

(o) "**Tax**" or "**Taxes**" shall mean any and all (i) federal, state, local or non-U.S. income, alternative or add-on minimum tax, gross receipts, capital stock, sales, use, transfer, franchise, profits, windfall profits, environmental, license, registration, escheat, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, real or personal property and estimated taxes, premiums and occupation taxes, customs, duties, or other taxes or charges of any kind whatsoever, whether or not disputed, including any interest, penalties, fines, or additions thereto and (ii) liabilities payable to any Person (a) pursuant to any tax indemnity, tax allocation or tax sharing or other similar agreement or arrangement relating to the payment of any such tax, fee, assessment or charge, whether imposed directly or not, (b) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), (c) as a result of being a transferee, successor or member of an affiliated, consolidated, unitary or combined group, (d) by contract, (e) pursuant to applicable law or (f) otherwise.

(p) "**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedules or attachments thereto, and including any amendments thereof.

Section 3.18. **Accounts Receivable**. The Accounts Receivable: (i) arose from bona fide transactions in the ordinary course of the Business and are payable on ordinary trade terms, (ii) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their terms except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or similar laws, (iii) are not subject to any valid set-off or counterclaim, and (iv) the Company has the right to collect such accounts receivable in the ordinary course of the Business consistent with past practices in the aggregate recorded amounts thereof.

Section 3.19. **Suppliers.** Section 3.19 of the Disclosure Schedule sets forth the names and dollar amounts of each of the five (5) largest suppliers (based on expenditures) of the Company, with respect to the Business for the twelve (12) month period ended May 31, 2026. The Company has not received any written notice, and does not otherwise have any Knowledge that any such supplier intends to cancel, modify or otherwise change its relationship with the Company (as relates to the Business) or the Business in any material manner.

Section 3.20. **Insurance.** Section 3.20 of the Disclosure Schedules contains a true and complete list of all liability, property, workers' compensation, automobile, directors' and officers' liability and other insurance policies currently in effect that insure the Business or the operations or employees of the Company, or affect or relate to the ownership, use or operation of any of the Purchased Assets of the Company (including the names and addresses of the insured party thereunder and the insurers, the expiration dates thereof, the annual premiums and payment terms thereof, the amounts of coverage and deductibles thereunder, a brief description of the interests insured thereby and a copy of a detail loss history report issued by the insurer with respect to the prior five year period). The Company has not received notice (whether written or oral) that any insurer under any policy referred to in this Section 3.20 is denying liability with respect to a claim thereunder or defending under a reservation of rights clause.

Section 3.21. **Non-foreign Status**. No member of the Seller Group is a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 3.22. **Compliance with Laws**. The Seller Group has been and now is in material compliance with all applicable federal, state, and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 3.23. **Legal Proceedings**. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to the Seller Group's Knowledge, threatened against or by the Seller Group (a) relating to or affecting the Purchased Assets or the Assumed Liabilities; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the Transactions. To the Seller Group's Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.24. **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Seller Group.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER AND PARENT

The Parent and Buyer, jointly and severally, hereby represent and warrant to the Seller Group, as follows:

Section 4.01. **Organization**.

(a) The Parent is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets.

(b) The Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida and has limited liability company power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets.

Section 4.02. **Authority and Enforceability**. Each of the Parent and the Buyer has the power and authority to execute this Agreement and the documents to be delivered hereunder to which it is a party and perform its respective obligations hereunder and thereunder. The execution and delivery by the Parent and the Buyer of this Agreement and the documents to be delivered hereunder to which they are a party and the performance by the Parent and the Buyer of their obligations hereunder and thereunder have been duly and validly authorized by the Board of Directors of Parent and the sole member of Buyer, and no other action on the part of the Parent, Buyer or their respective shareholders or members is necessary. This Agreement and the documents to be delivered hereunder to which the Parent or the Buyer are a party have been duly and validly executed and delivered by the Parent and the Buyer and, assuming the due authorization, execution and delivery by the Seller Group, constitute the legal, valid and binding obligation of the Buyer and the Parent, enforceable against them in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

Section 4.03. **No Conflicts; Consents**. The execution, delivery and performance by the Parent and the Buyer of this Agreement and the documents to be delivered hereunder to which they are a party, and the consummation of the Transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of the Parent or the Buyer; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Parent or the Buyer; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Parent or the Buyer are a party. No consent, approval, waiver or authorization is required to be obtained by the Parent or the Buyer from any Person or entity (including any governmental authority) in connection with the execution, delivery and performance by the Parent and the Buyer of this Agreement and the consummation of the Transactions.

Section 4.04. **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Buyer.

ARTICLE V
COVENANTS

Section 5.01. **Restrictions on Business.** Except as expressly contemplated by this Agreement, or as the Parent may otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), at all times from the date of this Agreement until the earlier to occur of the Closing or the valid termination of this Agreement in accordance with the terms hereof, the Company shall:

(a) operate the Business in the usual, regular, and ordinary course in substantially the same manner as heretofore conducted;

(b) take all reasonable steps to preserve and protect the Purchased Assets in good working order and condition, ordinary wear and tear excepted;

(c) comply with all requirements of law, orders, and material contractual obligations applicable to the operation of the Business;

(d) use commercially reasonable efforts to preserve intact the Business, keep available the services of the Business's officers, employees, and agents and maintain the Business's current relations and good will with suppliers, customers, licensors, landlords, lenders, creditors, employees, agents, environmental regulators and others having business relationships with the Business, including by promptly paying all amounts owing to such Persons as and when such amounts are due (other than amounts being disputed in good faith);

(e) continue in full force and effect all insurance coverage pertaining to the Business or the Purchased Assets that are in effect as of the date of this Agreement or obtain substantially equivalent policies;

(f) confer with the Parent prior to implementing Business operational decisions that materially impact the Business, and report periodically to the Parent concerning the status of the Business;

(g) maintain the books and records in the ordinary course of business consistent with past practice;

(h) except in the ordinary course of Business consistent with past practices of the Company and not in excess of $50,000 or $150,000 in aggregate, not acquire, sell, lease, license, transfer or dispose of any properties or assets of the Company or enter into any other commitment or transaction that is material to the Company; provided, however, that neither the $50,000 limit nor the covenant to not enter into any other commitment or transaction that is material to the Company shall apply to product sales and inventory purchases by the Company;

(i) except in the ordinary course of Business consistent with past practices of the Company and not in excess of $50,000 or $150,000 in aggregate, not make or incur any expenditure, lease or commitment for additions to property or equipment or other tangible assets of the Company; provided, however, that the $50,000 limit shall not apply to product sales and inventory purchases by the Company;

(j) except in the ordinary course of business consistent with past practices of the Company and so long as not in excess of $50,000 or $150,000 in aggregate, enter into any contract or other instrument to which the Seller Group is a party or to which any of the Purchased Assets are subject, which contract continues after the Closing Date and cannot be terminated by the Company on not more than 30 days' notice without any liability on the part of the Company; provided, however, that the $50,000 limit shall not apply to contracts for product sales and contracts for inventory purchases by the Company;

(k) not (a) grant any bonuses, whether monetary or otherwise, make any distributions or dividends, or increase wages, salary, severance, pension or other compensation or benefits in respect of any Affiliates, related parties, current or former employees, officers, managers, directors, shareholders, members, independent contractors or consultants of the Company or their spouses, dependents or beneficiaries other than as required by law or as provided for in any existing written agreements as of the date hereof; (b) change the terms of employment or service for any such person or (c) take any action to increase the amount of or accelerate the vesting or payment of any compensation or benefits to any such person; provided, however, nothing herein contained shall be deemed to prohibit the Company from declaring and paying a dividend to the Trusts or bonus to the Shareholders; or

(l) not, with respect to either Company, the Purchased Assets or the Business, (a) make, change or revoke any Tax election, (b) file any amended Tax Return, (c) enter into any closing agreement with respect to Taxes, (d) agree to an adjustment of any Tax attribute, (e) settle or compromise any liability for Taxes or surrender any claim for a refund or offset of any Taxes, (f) execute or consent to any waivers extending the statutory period of limitations with respect to the collection or assessment of material Taxes, (g) make any change (or file any such change) in any method of Tax accounting or (h) obtain any Tax ruling.

Section 5.02. **Investigations**. From the date hereof until the Closing Date or the earlier termination of this Agreement in accordance with the terms hereof, the Company, the Trusts and the Shareholders shall, and shall cause all of the officers, directors, managers, stockholders, members, employees, agents, accountants and counsel or other agents and representatives (collectively, "**Representatives**") of the Company to, (i) upon reasonable prior notice, afford the Representatives of the Parent and the Buyer, during normal business hours (but in a manner so as to not disrupt the Business), reasonable access to (A) the offices, books, contracts and records of the Company and any records concerning the Company maintained and accumulated by it and its Representatives, and (B) those Representatives of the Company who have any knowledge relating to the Business, and (ii) promptly furnish to the Buyer and Representatives of the Parent such additional financial and operating data and other information regarding the Company or the Business (including, without limitation, any contracts or Permits in effect as of the date hereof and any contracts or Permits being negotiated or entered into between the date hereof and the Closing Date), properties and goodwill as the Parent may from time to time reasonably request. All such investigations by the Parent and its Representatives shall be performed at such times and locations as are reasonably mutually agreed to by the parties and shall be performed upon reasonable prior written notice to the Seller Group and in a manner that shall not be disruptive to the operations of the Business.

Section 5.03. **No Shop.** During the period from the date of this Agreement until the Closing or the earlier termination of this Agreement in accordance with the terms hereof, if applicable (the "**No-Shop Period**"), no member of the Seller Group shall permit any Affiliate of any member of the Seller Group (or authorize or permit any investment banker, financial advisor, attorney, accountant or other Person retained by or acting for or on behalf of the members of the Seller Group or any such Affiliate) to, take, directly or indirectly, any action to initiate, assist, solicit, participate, negotiate, encourage (including, without limitation, by way of furnishing non-public information) or accept any offer or inquiry from any Person (a) to engage in any merger, reorganization, recapitalization, consolidation, share exchange, business combination or other similar transaction (a "**Business Combination**") involving any member of the Seller Group, (b) to reach any agreement or understanding (whether or not such agreement or understanding is absolute, revocable, contingent or conditional) for, or to engage in any discussions or negotiations with respect to, or otherwise attempt to consummate, any Business Combination with any member of the Seller Group or (c) to furnish or cause to be furnished any information with respect to the Company (other than as contemplated by Section 5.02) which any member of the Seller Group or any such Affiliate knows or has reason to believe is in the process of considering any Business Combination with regard to the Company. Each member of the Seller Group shall immediately terminate (in writing, with a copy to the Parent) any and all discussions or negotiations of any type described in the first sentence of this Section 5.03. If, during the No-Shop Period, any member of the Seller Group receives or becomes aware that any of the member of the Seller Group or any Affiliate thereof (or any such Person acting for or on their behalf) has received from any Person (other than the Parent) any offer, inquiry or informational request referred to in the first sentence of this Section 5.03, the Shareholders shall promptly advise such Person, by written notice, of the terms of this Section 5.03 and shall promptly, orally and in writing, advise the Parent of such offer, inquiry or request and the material terms and conditions of such offer, inquiry or request. The restrictions on the activities provided in this Section 5.03 shall terminate upon any termination of this Agreement.

Section 5.04. **Non-Solicitation**.

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Solicitation Period**"), no member of the Seller Group shall, and each member of the Seller Group shall cause each of his or its Affiliates and Family Members (as defined below) not to, directly or indirectly, solicit, entice, persuade, induce or cause any employee, officer, manager, director, consultant, agent or independent contractor of the Parent, or any of the direct or indirect subsidiaries or Affiliates of the Parent (collectively, the "**Parent Group**") to terminate his, her or its employment, consultancy or other engagement with such entity and become employed by or engaged with any other Person, or approach any such employee, officer, manager, director, consultant, agent or independent contractor for any of the foregoing purposes, or authorize or assist in the taking of any of such actions by any Person. The foregoing shall not preclude any Shareholder or the Company from engaging any independent contractor to the Parent Group; provided that such engagement shall not interfere with the independent contractor's services to the Parent Group; provided, further, that such engagement shall not violate Section 5.05. "**Affiliate**" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control and for the avoidance of doubt, for purposes of Section 5.04 and Section 5.05 Affiliates shall include any company in which such Person is a limited partner, general partner, member, manager or officer; and "**Family Member**" means a cousin, child, stepchild, parent, stepparent, spouse, domestic partner, including, adoptive relationships, of a natural person referred to herein. For purposes of this Section 5.04(a), the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(b) During the Non-Solicitation Period, no member of the Seller Group shall, and each member of the Seller Group shall cause each of its Affiliates not to, directly or indirectly, solicit, entice, persuade, induce, or cause, or attempt to solicit, entice, persuade, induce, or cause:

(i) any Person who was or is a customer of the Company or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of this Agreement or was or is a customer of any of the Parent Group at any time during the Non-Solicitation Period; or

(ii) any lessee, equipment vendor or lessee, operator, vendor or supplier to, or any other Person who had or has a business relationship of any kind with, any of the Company or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of this Agreement or had or has a business relationship of any kind with any of the Parent Group at any time during the Non-Solicitation Period (the Persons referred to in items (i) and (ii) above, collectively, the "**Prohibited Persons**"), to enter into a business relationship with any other Person for the services, activities or goods that are the same as or substantially similar to or competitive with the Business as presently conducted and that any such Prohibited Person purchased from, was engaged in with or provided to, the Company or any of its Affiliates or any of the Parent Group, as applicable, or to reduce or terminate such Prohibited Person's business relationship with the Parent Group; and the Seller Group shall not, directly or indirectly, approach any such Prohibited Person for any such purpose, or authorize or assist in the taking of any of such actions by any Person:

(iii) For purposes of this Section 5.04, the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(iv) Each member of the Seller Group acknowledges that the provisions of this Section 5.04 and the period of time and scope and type of restrictions on such member of the Seller Group's activities set forth herein are reasonable and necessary for the protection of the Parent, which is paying substantial consideration, monies and other benefits to such member of the Seller Group, and are an essential inducement to the Parent's entering into and performing this Agreement and the documents contemplated hereunder to which the Parent is party. If any covenant contained in this Section 5.04 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section 5.04 shall be enforceable to the maximum extent permitted by applicable law.

(v) Each member of the Seller Group acknowledges that any breach or threatened breach of the covenants contained in this Section 5.04 will likely cause the Parent material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, the Parent shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

Section 5.05. **Non-Competition.**

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Competition Period**"), no member of the Seller Group shall and each member of the Seller Group shall cause each of its Affiliates and Family Members not to, anywhere within the State of Florida, and any county in which a customer of the Business is located, directly or indirectly, whether alone or as an owner, member, partner, member, manager, investor, lender, landlord, joint venturer, officer, director, consultant, independent contractor, agent, employee or otherwise of any company or other business enterprise, own, finance, manage, operate or engage in, or participate in the ownership, management or operation of, any business competitive with that of the Business. For avoidance of doubt, nothing set forth in this 5.05 will prohibit any member of the Seller Group or any of their respective Affiliates or Family Members from being: (i) an equity holder in a mutual fund or diversified investment company; (ii) a passive owner of not more than two percent (2%) of an outstanding class of publicly traded securities, (iii) a landlord of a property that the Buyer or any of its Affiliates is the tenant; or (iv) a speaker at a third party conference or event related to the industry in which the Business is conducted.

(b) Each member of the Seller Group acknowledges that the provisions of this Section 5.05 and the period of time, geographic area and scope and type of restrictions on such member of the Seller Group's activities set forth herein, are reasonable and necessary for the protection of the Parent, which is paying substantial consideration, monies and other benefits to the Shareholders and the Company and are an essential inducement to the Parent's entering into and performing this Agreement and the agreements contemplated by this Agreement to which the Parent is party. If any covenant contained in this Section 5.05 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section 5.05 shall be enforceable to the maximum extent permitted by applicable law.

(c) Each member of the Seller Group acknowledges that any breach or threatened breach of the covenants contained in this Section 5.05 will likely cause the Parent material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, the Parent shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

Section 5.06. **Public Announcements**. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the Transactions without the prior written consent of the other party.

Section 5.07. **Tax Matters**.

(a) Transfer Taxes. All transfer, documentary, stamp, registration, value added and other such taxes (including bulk sales) and fees (including any penalties and interest) ("**Transfer Taxes**") incurred in connection with the sale of the Purchased Assets shall be borne and paid fifty percent (50%) by the Company and fifty percent (50%) by the Buyer when due. The Company shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and the Buyer shall cooperate with respect thereto as necessary).

(b) Apportionment. For all purposes of this Agreement, the portion of any Tax with respect to any taxable period that includes (but does not end on) the Closing Date (a "**Straddle Period**") that is allocable to the pre-Closing portion of such Straddle Period will be determined as follows: (i) in the case of any sales or use Tax, value added Tax, employment Tax, withholding Tax, and any Tax based on or measured by expenditures, income, profits, or receipts shall be determined based on the amount of Taxes that would be payable based on a closing of the books as of the end of the Closing Date, and (ii) in the case of all other Taxes, determined based on the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the applicable Straddle Period; provided that exemptions, allowances or deductions that are calculated on an annual basis (or on a monthly basis, where required) shall be allocated between the period ending on and including the Closing Date and the period beginning after the Closing Date (or with respect to federal income taxes in proportion to the number of days in each period).

(c) Tax Contests.

(i) If any governmental entity notifies the Buyer, or the Company of the existence of (i) any audit, litigation or other proceeding relating to Taxes with respect to the Business or the Purchased Assets for any pre-Closing Tax period or Straddle Period, or (ii) a deficiency in the payment of any Taxes with respect to the Business or the Purchased Assets for any pre-Closing Tax Period or Straddle Period (a " **Tax Claim**"), the Buyer or the Company, as applicable, shall give written notice to the other party within fifteen (15) days after receipt of written notice of the Tax Claim.

(ii) The Company, at its sole cost and expense, shall control any Tax Claim (including the settlement or resolution thereof) relating solely to a Tax period with respect to the Business or the Purchased Assets that ends on or before the Closing Date. The Company shall (i) control the conduct of such Tax Claim in good faith; (ii) keep the Buyer reasonably informed regarding the status of such Tax Claim; (iii) promptly deliver to the Buyer, for the Buyer's review and comment, any correspondence to be filed with the governmental entity with respect to such Tax Claim; (iv) promptly deliver to the Buyer copies of any correspondence received by the Company from a governmental entity with respect to such Tax Claim; (v) allow the Buyer, at the Buyer's sole cost and expense, to participate in such Tax Claim: and (vi) obtain the prior written consent of the Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) before entering into any settlement of such Tax Claim or ceasing to defend such Tax Claim if the resolution of such Tax Claim reasonably could be expected to affect the Tax liability of the Buyer. If the Buyer elects to participate in such Tax Claim at its own expense, the Company shall take such commercially reasonable actions as are requested in writing by the Buyer and reasonably necessary for the Buyer to participate in such Tax Claim, provided, however, that such actions shall not require the Company to incur any additional third-party costs or expenses.

(iii) The Buyer, at its sole cost and expense, shall control any Tax Claim (including the settlement or resolution thereof) that is not described in Section 5.07(c)(ii), including any Tax Claim relating to a Tax period with respect to the Business or the Purchased Assets for a Straddle Period. The Buyer shall (i) control the conduct of such Tax Claim in good faith; (ii) keep the Company reasonably informed regarding the status of such Tax Claim (including any requests to extend any applicable statutes of limitations); (iii) promptly deliver to the Company, for the Company's review and comment, any correspondence to be filed with the governmental entity with respect to such Tax Claim; (iv) promptly deliver to the Company copies of any correspondence received by the Buyer from a governmental entity with respect to such Tax Claim; (v) allow the Company, at the Company's sole cost and expense, to participate in such Tax Claim; and (vi) obtain the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed) before entering into any settlement of such Tax Claim or ceasing to defend such Tax Claim if the resolution of such Tax Claim reasonably could be expected to affect the Tax liability of the Company to the Buyer. If the Company elects to participate in such Tax Claim at its own expense, the Buyer shall take such commercially reasonable actions as are requested in writing by the Company and reasonably necessary for the Company to participate in such Tax Claim, provided, however, that such actions shall not require the Buyer to incur any additional third-party costs or expenses.

(d) Cooperation. The Company and the Buyer will each provide the other with such assistance as may reasonably be requested in connection with the preparation of any Tax Return relating to the Purchased Assets, or the audit or other examination by any governmental entity relating to liability for Taxes arising out of the ownership of the Purchased Assets, or with respect to all Tax proceedings relating to Taxes imposed on the Purchased Assets with respect to a Straddle Period or any time on or after the Closing Date (except in connection with litigation or threatened litigation between Buyer and the Company). Such assistance shall include the provision of records and information that are reasonably relevant to any such Tax Return, audit, examination or proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any such material.

(e) Tax Indemnification. From and after the Closing Date, the Seller Group shall indemnify and defend and hold the Buyer harmless from and against any of the following: (i) any and all Taxes due and payable by the Seller Group (other than the Company) for any taxable period; (ii) any and all Taxes with respect to the Business or the Purchased Assets for all Tax periods ending on or before the Closing Date and the portion of a Straddle Period which includes the Closing Date; (iii) except as set forth in in Section 5.07(a), any Transfer Taxes as provided in Section 5.07(a), (iv) the Taxes of any Person under Treasury Regulations section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise, with respect to any Tax period or portion thereof ending on or prior to the Closing Date, (v) any Taxes that that the Company was required to withhold from payments made to employees, consultants, shareholders, or other parties prior to the Closing Date; (vi) liability for Taxes of the Company that becomes a liability of the Buyer under any common law doctrine of transferee or successor liability or otherwise by operation of contract or law, and (vii) all reasonable out-of-pocket third party costs and expenses, including reasonable legal fees and expenses, attributable to any item for which indemnification is provided in clauses (i)–(vi) above (the items in clauses (i)-(vii), the "**Indemnified Taxes**"). Notwithstanding any other provision of this Agreement, any obligation to make indemnity payments by the Seller Group for Indemnified Taxes pursuant to this Section 5.07(e) shall survive indefinitely and shall not be subject to the Threshold or the Cap under Article VI. The Seller Group shall indemnify the Buyer and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes.

(f) Cooperation in Obtaining Pre-Closing Tax Clearance. The Company has applied for a tax clearance certificate in Florida and shall provide promptly thereafter to the Buyer upon receipt to provide evidence of such clearance (a "**Tax Clearance Certificate**"). Any Tax liability assessed or imposed in response to the filing of a request for a Tax Clearance Certificate shall be promptly paid by the Company, provided that in the event of any failure by the Company to pay such assessed Taxes, Buyer shall withhold and remit such Taxes to the Florida Department of Revenue pursuant to Section 1.08.

(g) Conflict. In the event of a conflict between this Section 5.07 and any other provision of this Agreement, the provisions of this Section 5.07 shall take precedence.

Section 5.08. **Confidential Information**.

(a) Except as otherwise required by law or reasonably necessary in connection with any Tax dispute or other dispute under this Agreement or other agreements entered into in connection with the Transactions, no member of the Seller Group shall, during the period beginning on the Closing Date and ending on the later of (i) the two (2) year anniversary of the date that the Shareholders cease to be an employee, consultant, contractor, or independent contractor of the Buyer, the Parent or any of the Parent's Affiliates or (ii) the fifth (5^{th}) anniversary of the Closing Date, disclose or communicate to any Person (other than such party's attorneys, accountants and other professional advisors, a Governmental Authority or otherwise in connection with the enforcement of a party's rights against any other party), or use to the detriment of the Buyer, the Parent, any of the Parent's Affiliates, or the Business, or for the benefit of any Person, any Confidential Information or trade secrets relating to the Buyer, the Parent or any of the Parent's Affiliates, or the Business sold by the Company.

(b) For purposes of this Agreement, "**Confidential Information**" shall include the following:

(i) any information pertaining to the Business, the Company, or any of its Affiliates, and their respective businesses and operations, whether such information is in written form or communicated orally, visually or otherwise, that is proprietary, non-public or relates to any trade secret of any of them, including, without limitation, information that consists of or concerns any of their strategies, ideas, policies, sub-contractors, customers, customer lists, suppliers, vendors, current and future possible consultants and their requirements, competitors, businesses and affairs, graphs, and inventions, past, current and planned marketing methods, processes, strategies and materials, price lists, pricing policies, market studies, business plans, computer software and databases, contracts with any person, proposals, equipment purchase strategies, routing strategies, names or other information, strategies for business plans, plans, designs, drawings, specifications, techniques, models, data, documentation, diagrams, graphs, flow charts, research, discoveries, development, processes, procedures and "know--how," whether or not such information would be deemed a trade secret under applicable state or federal law.

All Confidential Information is also entitled to all of the protections and benefits under applicable Law.

(c) Notwithstanding anything to the contrary contained in this Section 5.08, Confidential Information shall not include any information that is or was in the public domain or subsequently came into the public domain through no fault of the Shareholders, the Trusts or the Company or their respective agents, accountants and counsel, representatives and Affiliates.

(d) In the event that any member of the Seller Group or their respective agents, accountants and counsel, representatives and Affiliates are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar legal, judicial or regulatory process or as otherwise required by applicable law or regulation) to disclose any of the Confidential Information, such person shall: (a) to the extent practicable and not prohibited by applicable law, provide the Buyer with prompt written notice of such request or requirement, and (b) reasonably cooperate with the Parent or Buyer, at the sole expense of the Parent or the Buyer, so that the Company may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms and provisions of this Section 5.08. In the event that such protective order or other remedy is not obtained, or the Buyer or the Parent waives compliance with the terms and provisions hereof, the person requested or required to make such disclosure may disclose only that portion of the Confidential Information that such person is advised by legal counsel in writing that such person is legally required to disclose.

Section 5.09. **Change of Name**. Immediately prior to the Closing, the Shareholders shall cause the Company and Subsides Management to change their name to a name that does not include the words "Sudsies", "Rugsies", "Consumer", "Laundry," "Services", "Garment" or "Care".

Section 5.10. **Public Announcements**. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the Transactions without the prior written consent of the other party.

Section 5.11. **Tail Insurance**. Prior to the Closing, the Company shall have obtained and paid for an extended reporting period also referred to as tail or runoff coverage under the Environmental insurance policy by purchasing a "tail" policy with respect thereto for no less than six (6) years after the Closing Date in a form reasonably acceptable to the Buyer, including with respect to coverage amounts and Persons covered. The Company shall have provided a copy of such tail or runoff coverage to the Buyer prior to Closing. From and after the Closing, the Buyer shall continue to honor its obligations under any such insurance procured pursuant to this Section 5.11, and shall not cancel (or permit to be canceled) or take (or cause to be taken) any action or omission that would reasonably be expected to result in the cancellation thereof. The cost of such tail policy shall be borne by the Seller Group.

Section 5.12. **Cooperation**. The parties shall reasonably cooperate with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, including, without, obtaining any assignments or consents in connection with the Purchased Assets and the Assigned Contracts.

Section 5.13. **Further Assurances**. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the Transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE VI
INDEMNIFICATION

Section 6.01. **Indemnification by the Seller Group**. Subject to Section 6.06 hereof, the Seller Group shall, jointly and severally, defend, indemnify and hold harmless the Buyer, and its members, managers, shareholders, directors, officers, employees and Affiliates (the "**Parent Indemnitees**") from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys' fees and disbursements ("**Losses**"), arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of the Seller Group contained in this Agreement or any document to be delivered hereunder;

(b) any material breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Seller Group pursuant to this Agreement or any document to be delivered hereunder;

(c) any Excluded Asset, Excluded Liability or Buyer Indemnified Taxes;

(d) the conduct of the Company's Buus participation in the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, H.R. 748, 116th Cong. (2020), and any successor legislation (the "Special Indemnity"); or

(e) all Losses (including Losses related to regulatory agency actions or vapor intrusion), liabilities, costs (including investigative, monitoring, containment, disposal and remediation costs and court costs and other costs of administrative or judicial proceedings), fines and penalties, judgments, awards or damages (including personal injury and property damages based on or arising out of exposure to Hazardous Materials), natural resource damage and assessments, third party claims, injunctive relief and fees (including reasonable attorney, expert, engineering and consultant fees) (i) related to, caused by, or resulting from the presence, creation, storage, impoundment, handling, or Release of any Hazardous Materials, if any, on the Leased Real Property or migrating therefrom with respect to the period prior to the Closing; (ii) related to the Company's obligations as set forth by any of the Assigned Contracts, leases or other contractual agreements in effect or previously in effect at the Leased Real Property where the Company operates or operated the Business as tenant relating to periods prior to the Closing related to, caused by, or resulting from the presence, creation, storage, impoundment, handling, or Release of any Hazardous Materials, if any, on the Leased Real Property; or (iii) arising under, relating to, or with respect to any Environmental Laws applicable to the Company prior to the Closing Date, irrespective of whether the Release, act, omissions, claims or violations are alleged to have occurred or the facts and conditions giving rise or related to the Losses, liabilities or costs were known or unknown as of Closing (the "**Environmental Indemnity**"). Buyer and Seller agree that all such Losses, liabilities, costs, fines, penalties, claims, and fees provided under this subsection (e) are each and collectively an Excluded Liability, notwithstanding anything to the contrary in this Agreement.

Section 6.02. **Indemnification by the Buyer**. Subject to Section 6.06 hereof, the Buyer and the Parent shall, jointly and severally, defend, indemnify and hold harmless the Seller Group, their respective Affiliates and their respective members, managers, shareholders, directors, officers and employees (the "**Seller Indemnitees**") from and against all Losses, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of the Buyer or the Parent contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Buyer or the Parent pursuant to this Agreement or any document to be delivered hereunder;

(c) any Assumed Liability or arising under the Assumed Contracts after the Closing; and

(d) operations of the Business by Buyer under the Company's name from and after Closing.

Section 6.03. **Indemnification Procedures**. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as are reasonably appropriate under the circumstances, and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 6.04. **Survival.** The representations and warranties of the parties contained herein shall not be extinguished by the Closing, but shall survive the Closing for, and all claims for indemnification in connection therewith shall be asserted not later than eighteen months (18) following the Closing Date (the "**Survival Period**"); provided however that each of the representations and warranties contained in Section 3.01 (Organization), Section 3.02 (Authority and Enforceability), Section 3.04 (Equity Interests), Section 3.05 (Title to Purchased Assets), Section 3.16 (Environmental Matters), Section 3.17 (Taxes), Section 3.24 (Brokers), Section 4.01 (Organization), Section 4.02 (Authority and Enforceability) and Section 4.05 (Brokers) (collectively, the "**Surviving Representations**") and the Special Indemnity shall survive until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days, and the period during which a claim for indemnification may be asserted in connection therewith shall continue until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days. The Environmental Indemnity and the covenants and agreements of the parties hereunder shall survive the Closing indefinitely or for the period explicitly specified therein and the period during which a claim for indemnification may be asserted in connection therewith shall continue in effect and expire in accordance with their respective terms. Notwithstanding the foregoing, if, prior to the close of business on the last day a claim for indemnification may be asserted hereunder, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

Section 6.05. **Tax Treatment of Indemnification Payments**. All indemnification payments made by the Seller Group under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.06. **Limitations on Indemnification.** Neither the Seller Group nor the Parent and the Buyer shall be obligated to indemnify or hold harmless the other in respect of any Losses suffered, incurred or sustained by such party under Section 6.01(a) or Section 6.02(a), as applicable, until such Losses equal or exceed $25,000 in the aggregate (the "**Threshold**") (at which point such party will be obligated to indemnify the other for the amount of such Losses in excess of the Threshold) and neither the Seller Group nor the Parent and the Buyer shall be obligated to indemnify the other for the amount of any Losses as a result of any breach or breaches under Section 6.01(a) or Section 6.02(a), as applicable, in excess of $231,000 in the aggregate (the "**Cap**"); provided, however, that the Threshold and Cap shall not apply to any Losses resulting from (i) fraud on the part of such party, or (ii) any breach of or inaccuracy in any of the Surviving Representations; provided further, however, that nothing in this Section 6.06 shall limit the obligation of the Seller Group to indemnify the Parent Indemnitees with respect to the items set forth in Section 6.01(b), Section 6.01(c), Section 6.01(d) or Section 6.01(e), or the obligation of the Buyer and the Parent to indemnify the Seller Indemnitees with respect to the items set forth in Section 6.02(b), Section 6.02(c) or Section 6.02(d). In no event (other than fraud on the part of the Seller Group) shall the aggregate liability of the Seller Group for any Losses not subject to the Cap exceed the Purchase Price.

Section 6.07. **Effect of Investigations**. The Parent's and the Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of the Seller Group contained herein will not be affected by any investigation conducted by the Parent or the Buyer with respect to, or any knowledge acquired by the Parent or the Buyer at any time after the Closing, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

ARTICLE VII
TERMINATION

Section 7.01. **Termination**. This Agreement may be terminated, and the Transactions may be abandoned at any time prior to the Closing:

(a) by the mutual written consent of the Parent and the Seller Group;

(b) by either the Parent or the Seller Group, upon ten (10) days prior written notice to the other party, if the Closing shall not have occurred on or before September 1, 2026;

(c) by the Parent by written notice to Seller if 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 pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Seller Group within thirty (30) days of the Seller Group's receipt of written notice of such breach from Parent;

(d) by the Seller Group by written notice to the Parent if Seller Group 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 Parent or Buyer pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Buyer within thirty (30) days of the Parent's receipt of written notice of such breach from Seller Group; or

(e) by either the Parent or the Seller Group if any court of competent jurisdiction or other governmental authority shall have issued an order or taken any other action permanently enjoining, restraining or otherwise prohibiting the Transactions and such order, decree, ruling or other action shall have become final and non-appealable.

Section 7.02. **Effect of Termination .** Upon termination of this Agreement pursuant to Section 7.01, all of the obligations of the parties shall terminate except those under Sections 5.08(d) and 8.01 and except the confidentiality obligations under the Letter of Intent among the parties dated March 5, 2026, and the Standard Mutual Non-Disclosure Agreement entered into by the parties dated March 13, 2025; provided, however, that (i) no such termination shall relieve any party of any liability to the other party by reason of any willful, material breach of under this Agreement, and (ii) the parties shall not publicly disclose, and the parties shall cause their Affiliates and Representatives not to publicly disclose, the proposed terms and conditions set forth herein or any non-public information regarding the other party, except as may be required by law or to professional advisors; and (iii) Buyer and its advisers shall return all materials provided by the Seller Group hereunder or under the Non-Disclosure Agreement, including, without limitation, all periods up to and including the termination date, without retaining copies thereof.. Under penalty of perjury, Buyer shall provide written certification as to the return or destruction of retained copies.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. **Expenses .** Except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such costs and expenses.

Section 8.02. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, provided that a copy of such e-mail notice is also delivered in compliance with clauses (a) or (b) above within two (2) business days after such e-mail transmission. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

If to the Seller Group:	JLOJB, Inc. f/k/a/ Sudsies, Inc. Mr. Jason Loeb c/o Russell S. Jacobs, Esq. The Jacobs Law Group 20700 West Dixie Highway Aventura, Florida 33180 305.405.4444 (office) 305.776.6500 (text only) 305.402.0138 (fax) russ@thejacobslawgroup.com Direct: jason@jasonloeb.com 305-803-7837
with a copy to:	Abigail Watts-FitzGerald Law, PLLC 201 Alhambra Circle, Suite 1205 Coral Gables, Florida 33134 Email: awf@wattsfitz-law.com Telephone No.: 305-978-8521 Attn.: Abigail C. Watts-FitzGerald
If to The Buyer:	EVI Industries, Inc. 4500 Biscayne Boulevard Suite 340 Miami, FL 33137 Email: hnahmad@evi-ind.com Telephone No.: (305) 402-9300 Facsimile No.: (305) 751-4903 Attn.: Mr. Henry M. Nahmad
with a copy to:	Troutman Pepper Locke LLP 875 Third Avenue New York, NY 10022 Email: joseph.walsh@troutman.com Telephone No.: (212) 704-6030 Facsimile No.: (212) 704-5919 Attn.: Joseph Walsh, Esq.

Section 8.03. **Headings**. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04. **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 8.05. **Entire Agreement**. The Non-Disclosure Agreement, this Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 8.06. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.07. **No Third-party Beneficiaries .** Except as provided in ARTICLE VI, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.08. **Amendment and Modification**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 8.09. **Waiver**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.10. **Governing Law; Waiver of Trial by Jury**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to a contract executed and performed in such State without giving effect to the conflicts of Laws principles thereof, which would result in the applicability of the Laws of another jurisdiction . TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 8.11. **Jurisdiction**. Each of the parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of Florida and the courts of the State of Florida located in Miami-Dade County in connection with any Action arising out of or relating to this Agreement or the Transactions, waives any objection to venue in the United States District Court for the Southern District of Florida and the courts of the State of Florida located in Miami-Dade County, and agrees that service of any summons, complaint, notice or other process relating to such proceeding may be effected in the manner provided by Section 8.01.

Section 8.12. **Specific Performance**. Each of the parties agree that, if any party breaches or threatens to breach any provision of this Agreement, the other party will be entitled, in addition to any other rights or remedies it may have, to a decree or order of specific performance to enforce the observance and performance of such provision and an injunction restraining such breach or threatened breach, in addition to any other remedy to which they are entitled at Law or in equity.

Section 8.13. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

EVI INDUSTRIES, INC.,
a Delaware corporation

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

GCS 12711 PLANT FL, LLC,
a Florida limited liability company

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

JLOJB, INC.,
a Florida corporation

By: /s Jorge Baboun
Name: Jason Loeb
Title: President

THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023

By: /s Jorge Baboun
Name: Jorge Baboun
Title: Trustee

JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED

By: /s Jason Loeb
Name: Jason Loeb
Title: Trustee

/s/ Jason Loeb
Name: Jason Loeb

/s/ Jorge Baboun
Name: Jorge Baboun

Signature Page to Asset Purchase Agreement

Exhibit 2.3

EXECUTION COPY

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of July 17, 2026 (this "**Agreement**"), by and among EVI INDUSTRIES, INC., a Delaware corporation (the "**Parent**"), and GARMENT CARE SERVICES FL, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Parent (the "**Buyer**"), on the one hand, and SUDSIES GOLDBERG HOLDINGS, LLC, a Florida limited liability company ("**Sudsies Goldberg**"), JLOJB MANAGEMENT, LLC, F/K/A SUDSIES MANAGEMENT LLC, a Florida limited liability company ("**JLOJB Management**"), THE JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED (the "**Loeb Trust**"), THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023 (the "**Baboun Trust**" and together with the Loeb Trust, individually, a "**Trust**" and collectively, the "**Trusts**"), JASON LOEB ("**Loeb**"), JORGE BABOUN ("**Baboun**"), and LUIS MORENO ("**Moreno**", and together with Loeb and Baboun, individually, a "**Member**" and collectively, the "**Members**"), and SUDSIES OPERATIONS NORTH, LLC F/K/A SUDSIES BOCA LLC, a Florida limited liability company ("**Sudsies Operations**"), and DAVIE DRY CLEANERS, LLC, a Florida limited liability company ("**Davie Dry Cleaners**" and together with Sudsies Operations, individually, a "**Company**" and collectively, the "**Companies**". The Companies, Sudsies Goldberg, JLOJB Management, the Trusts, the Members are sometimes collectively referred to as the "**Seller Group.**"

RECITALS

WHEREAS, the Sudsies Goldberg owns one hundred percent (100%) of the issued and outstanding membership interests of the Companies;

WHEREAS, each Company operates a garment care, textile cleaning, and repair business providing dry cleaning, laundering, wash-dry-fold services, pressing, finishing, stain treatment, and related garment and fabric care services for garments, clothing, footwear, handbags, rugs, and household textiles and other items, including, without limitation, shoe cleaning, handbag cleaning and repair, clothing alterations and tailoring, rug cleaning and repair, and the cleaning and repair of household items, including, but not limited to, drapery, pillows, bedding, and patio furniture cushions (the "**Business**");

WHEREAS, the Business includes the acceptance of customer items through retail drop-off, the return of cleaned or repaired items through customer pick-up, and the provision of scheduled or on-demand pickup and delivery services to customers' residences, offices, or other designated locations;

WHEREAS, the Business encompasses all activities related or incidental thereto, including, without limitation, customer intake, order processing, garment and item tagging, sorting, cleaning, laundering, pressing, finishing, repair, restoration, alteration, storage, routing, billing, and any other services or activities that may be performed through or in connection with the dry-cleaning, fabric care, or repair process, including any items that can be cleaned, repaired, restored, or otherwise improved through such processes;

WHEREAS, the parties to this Agreement wish to effect certain purchases and sales and related transactions with respect to the assets of each Company (collectively, the "**Transactions**") consisting of: (i) the sale to the Buyer by each Company of the Purchased Assets (as defined below) and the transfer to the Buyer by each Company of the Assigned Contracts (as defined below); and in consideration for the foregoing, (ii) the payment of the Purchase Price (as defined below) by the Buyer to each Company and the assumption by the Buyer of the Assumed Liabilities (as defined below); and

WHEREAS, each of the Members and Moreno have significant knowledge and experience relating to the Business and intimate knowledge of each Company's customers, processes, trade secrets and/or other business information, and has had discussions with the executive officers of the Parent regarding the direction and expansion plans of the Business following the Closing, and as result, the Members and Moreno desire to agree to the noncompetition, nonsolicitation, confidentiality, and other provisions set forth herein.

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

ARTICLE I
PURCHASE AND SALE

Section 1.01. **Purchase and Sale of Assets**.

(a) **Purchased Assets**. Subject to the terms and conditions set forth herein, each Company shall sell, transfer, convey, deliver and assign to the Buyer and the Buyer shall purchase, accept and assume all of the assets of such Company (the "**Purchased Assets**"), free and clear of any and all mortgages, pledges, liens, charges, security interests, claims or other encumbrances ("**Encumbrances**"), but excluding the Assumed Liabilities (as defined below).

(b) **Assigned Contracts**. Subject to the terms and conditions set forth herein, each Company shall sell, transfer, convey, deliver and assign to the Buyer and the Buyer shall purchase, accept and assume all of the contracts of such Company, free and clear of any and all Encumbrances (collectively, the "**Assigned Contracts**"), but excluding the Assumed Liabilities.

(c) **Purchase Price; Encumbrances**. At the Closing, the Buyer shall pay the Purchase Price referred to in Section 1.04 (subject to the following sentence, Section 1.03 and Section 1.08) to each Company or its designees, as specified in writing by the Seller Group to the Buyer at least two (2) business days prior to the Closing (as defined below). No less than three (3) business days prior to the Closing, the Seller Group shall provide to the Buyer payoff amounts and wire transfer instructions for all secured parties of such Company who have Encumbrances on the Purchased Assets or the Assigned Contracts (other than payoff amounts for Assumed Liabilities, including, without limitation, outstanding loans and related existing leases for Company's vehicles used in the Business which outstanding loans, will in the Parent's sole discretion, either be assumed by the Buyer or paid off by the Buyer at the Closing), and the Buyer shall make payments from the Purchase Price (as defined below) to such lenders (other than the lenders for outstanding loans for such Company's vehicles used in the Business) such that all the Encumbrances on the Purchased Assets and the Assigned Contracts are released at the Closing (other than Encumbrances on such Company's vehicles used in the Business).

Section 1.02. **Excluded Assets**. Notwithstanding the foregoing, the Purchased Assets shall not include the assets set forth in Section 1.02 of the disclosure schedules (the "**Disclosure Schedules**") attached hereto (the "**Excluded Assets**").

Section 1.03. **Liabilities**. Subject to the terms and conditions set forth herein, at the Closing, the Buyer shall assume, and agree to pay, perform and discharge all liabilities of each Company other than Excluded Liabilities, including, without limitation, all outstanding loans and existing leases for Company's vehicles used in the Business which outstanding loans, will in the Parent's sole discretion, either be assumed by the Buyer or paid off by the Buyer at the Closing and all obligations under the Assumed Contracts (collectively, the "**Assumed Liabilities**"). Without modifying the limited scope of the foregoing, the Buyer shall not be assuming, and each Company shall remain responsible for and shall promptly pay, perform and discharge all of the liabilities of each Company set forth in Section 1.03 of the Disclosure Schedules (collectively, the "**Excluded Liabilities**"), such that the Buyer will incur no liability or loss in connection therewith.

Section 1.04. **Purchase Price**. The aggregate purchase price for the Purchased Assets shall be $3,550,000 (the "**Purchase Price**").

(a) On the Closing Date, the Buyer shall pay to the Companies an aggregate amount equal to the following (the "**Closing Cash Payment**"):

(i) the Purchase Price; and

(ii) minus, the Escrow Amount (as defined below).

(b) At the Closing, Buyer shall pay the Closing Cash Payment as follows:

(i) The Closing Cash Payment by wire transfer of immediately available funds to an account designated in writing by the Companies to the Parent and the Buyer no later than three (3) Business Days prior to the Closing Date; and

(ii) $187,000 (the "**Escrow Amount**") via wire transfer of immediately available funds to an account designated by City National Bank of Florida (the "**Escrow Agent**") for funds held in a money market account with an ICS overlay, so that all funds are fully FDIC insured, to be held by the Escrow Agent for no less than twelve (12) months after the Closing Date; provided that a portion of the Escrow Amount equal to any Losses (as defined below) required to be paid by the Seller Group as of such twelve (12) month anniversary that have not been paid by the Seller Group shall not be released until such Losses have been paid, pursuant to the terms and conditions of an Escrow Agreement, dated as of the Closing Date, among the Escrow Agent, the Parent, and JLOJB Management, LLC f/k/a/ Sudsies, Inc., a Florida corporation ("**JLOJB**"), in the form set forth on Exhibit A (the "**Escrow Agreement**").

Section 1.05. **Intentionally Omitted.**

Section 1.06. **Accounts Receivable Adjustment**. From the Closing Date through ninety (90) days after the Closing Date, ninety (90) days after the date such are required to be paid in accordance with the terms of the applicable contract or purchase order (as applicable), the Parent and Buyer shall use their commercially reasonable efforts to collect the Accounts Receivable. Any partial receipts of Accounts Receivable shall be first applied against the oldest outstanding Accounts Receivable of such account debtor. In the event that the Parent or Buyer is unable to collect any part of the Accounts Receivable (the "**Uncollected Accounts Receivable**") upon the conclusion of such ninety (90) day anniversary or such ninety (90) day period, as the case may be, then payment by the Seller Group for such Uncollected Accounts Receivable shall be made by the Seller Group to the Parent (at the sole election of the Parent) by wire transfer in immediately available funds or offset of such amount against the Escrow Amount, or upon mutual agreement of the Companies and Parent. Notwithstanding the foregoing, if the Parent and the Companies mutually agree, the Uncollected Accounts Receivable may be handled in a manner mutually acceptable to the Seller Group and the Parent, or the Parent may assign the Uncollected Accounts Receivable to the Companies which shall be entitled to collect the Uncollected Accounts Receivable for its sole benefit. In such latter event, the Seller Group shall have the right to pursue the collection of the Uncollected Accounts Receivable prior to the expiration of the applicable statute of limitation for collection of such funds and the Seller Group's collection of such Accounts Receivable shall be consistent with the past practices of the Companies, which include, among other things, commercially reasonable efforts not to injure any customer relationships of the Companies or of the Business as it relates to the Parent after the Closing. For the purposes of this Agreement, "Accounts Receivable" means, as of the Closing Date, any trade accounts receivable, notes receivable, employee advances and other miscellaneous receivables of the Companies and any security, claim, remedy or other right related to any of the foregoing, and for the avoidance of doubt shall include any and all receivables for sales processed by the Companies prior to the Closing Date.

Section 1.07. **Purchase Price Allocation**. The Buyer and the Seller Group agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all tax purposes as set forth on Section 1.07 of the Disclosure Schedules (the "**Allocation Schedule**"). Buyer and the Companies agree that: (i) they shall file (or shall cause to be filed) Form 8594 under Section 1060 of the Code and all other applicable Tax Returns (as defined below) and forms consistent with the Allocation Schedule; and (ii) in the course of any examination, audit or other proceeding with respect to any Tax Return or Tax (as defined in Section 3.17(n)) and (o) below), will take no position, and cause its Affiliates to take no position, inconsistent with the Allocation Schedule for Tax purposes, unless required by applicable law.

Section 1.08. **Withholding Tax**. The Buyer shall be entitled to deduct and withhold from consideration otherwise payable pursuant to this Agreement all amounts that the Buyer may be required to deduct and withhold under any applicable law relating to Taxes. All such withheld amounts shall be treated as delivered to the Companies hereunder.

ARTICLE II
CLOSING

Section 2.01. **Closing**. The closing of the Transactions (the "**Closing**") shall take place remotely by wiring of funds and exchange of documents and signatures (or their electronic counterparts) at 10:00 a.m. (eastern time), within three (3) business days after the satisfaction or waiver, in writing, of all conditions to Closing set forth in this Agreement, or at such other date, time or place as may be mutually agreed to in writing by the parties hereto (the "**Closing Date**"). The Closing shall be deemed to take place at 12:01 a.m. on the Closing Date.

Section 2.02. **Conditions to Closing Obligation of the Parent and Buyer**. The obligation of the Parent and the Buyer to consummate the Transactions and to enter into each agreement to be executed in connection with this Agreement at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the Parent in its sole discretion):

(a) The representations and warranties of the Seller Group set forth in this Agreement and in each agreement to be executed in connection with this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent that any representation or warranty is limited by its terms to a specific date, in which case such representation or warranty need only be true and correct as of such date, and except that those representations and warranties that are modified as to materiality or contain a qualification referring to a "material adverse effect" or any similar modification or qualification shall be true and correct in all respects.

(b) The Seller Group shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement and by each agreement to be executed in connection with this Agreement to be so performed or complied with by the Seller Group at or before the Closing (including but not limited to the obligation to execute and deliver the documents required to be executed and delivered pursuant to Section 2.04(a)).

(c) Since the date of this Agreement, there shall not have occurred any event, occurrence, fact, condition, change or effect that has a materially adverse effect on the Business, the Purchased Assets, the Assigned Contracts or the Assumed Liabilities, operations or results of operations of the Business, prospects, or condition (financial or otherwise) of the Business taken as a whole.

(d) There shall not be in effect on the Closing Date any order or law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement or that could reasonably be expected to otherwise result in a material diminution of the benefits of the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement to the Parent, and there shall not be pending or threatened on the Closing Date any Action (as defined below) in, before or by any governmental authority that could reasonably be expected to result in the issuance of any such order or the enactment, promulgation or deemed applicability of any such law to the Parent, the Buyer, the Members, the Trusts, JLOJB Management, Sudsies Goldberg, the Companies or the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement.

(e) Other than changes in ownership to be filed with the U.S. Parent & Trademark Office with regard to the change in ownership of the Companies, all consents, approvals and actions of, filings with and notices necessary of any governmental authority to permit the Seller Group to perform their respective obligations under this Agreement and under each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby (i) shall have been duly obtained, made or given, (ii) shall be in form and substance reasonably satisfactory to the Parent, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(f) All consents (or waivers in lieu thereof) (including, without limitation, the consents set forth on Schedule 3.03) to the performance by the Seller Group of their respective obligations under this Agreement and under each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby without violating any law or breaching (or giving rise to a right to terminate) any contract, (i) shall have been obtained, (ii) shall be in form and substance reasonably satisfactory to the Parent, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(g) All required proceedings to be taken on the part of the Seller Group in connection with the Transactions and all documents incident thereto shall be reasonably satisfactory in form and substance to the Parent, and the Parent shall have received copies of all such documents and other evidence as the Parent may reasonably request in order to establish the consummation of such Transactions and the taking of all proceedings in connection therewith.

(h) There shall not exist any material Encumbrances on any of the Purchased Assets or any of the Assigned Contracts (other than the Assumed Liabilities and Encumbrances on the Assumed Liabilities).

(i) All accounts payable of the Companies arose in bona fide arm’s length transactions in the ordinary course of Business and no account payable is delinquent by more than forty-five (45) days in its payment.

(j) The simultaneous closings of the transactions contemplated by those certain (i) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun and JLOJB; (ii) Asset Purchase Agreement by and among the Parent and GCS 12711 Plant, LLC, a Florida limited liability company, on the one hand, and the Trusts, Loeb, Baboun and JLOJB, on the other hand; (iii) Asset Purchase Agreement by and among the Parent and GCS 112-114 Plant, LLC, a Florida limited liability company, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC, f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts Loeb, Baboun, Luis Moreno and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; and (iv) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun, Shmuel Rudski and JLOJB On-Site, LLC f/k/a/ Sudsies On-Site, LLC, a Florida limited liability company, on the other hand.

Section 2.03. **Conditions to Closing Obligation of the Seller Group.** The obligations of the Seller Group to consummate the Transactions and to enter into each agreement to be executed in connection with this Agreement at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the Seller Group in its sole discretion):

(a) The representations and warranties of the Parent and the Buyer set forth in this Agreement and in each agreement to be executed in connection with this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent that any representation or warranty is limited by its terms to a specific date, in which case such representation or warranty need only be true and correct as of such date, and except that those representations and warranties that are modified as to materiality or contain a qualification referring to a “material adverse effect” or any similar modification or qualification shall be true and correct in all respects.

(b) The Parent and the Buyer shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement and by each agreement to be executed in connection with this Agreement to be so performed or complied with by the Parent and the Buyer at or before the Closing (including but not limited to the obligation to execute and deliver the documents required to be executed and delivered pursuant to Section 2.04(b)).

(c) All consents, approvals and actions of, filings with and notices to any governmental authority necessary to permit the Parent and the Buyer to perform of their respective obligations under this Agreement and by each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby, (i) shall have been duly obtained, made or given, (ii) shall be in form and substance reasonably satisfactory to the Seller Group, (iii) not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any governmental authority necessary for the consummation of the Transactions shall have occurred.

(d) All consents (or waivers in lieu thereof) (including, without limitation, the consents set forth on Section 3.03 of the Disclosure Schedules) to the performance by the Parent and the Buyer of their respective obligations under this Agreement and by each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby (i) shall have been obtained, (ii) shall be in form and substance reasonably satisfactory to the Seller Group, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(e) All required proceedings to be taken on the part of the Parent and the Buyer in connection with the Transactions and all documents incident thereto shall be reasonably satisfactory in form and substance to the Seller Group, and the Seller Group shall have received copies of all such documents and other evidence as the Seller Group may reasonably request in order to establish the consummation of such Transactions and the taking of all proceedings in connection therewith.

(f) The simultaneous closings of the transactions contemplated by those certain (i) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun and JLOJB; (ii) Asset Purchase Agreement by and among the Parent and GCS 12711 Plant, LLC, a Florida limited liability company, on the one hand, and the Trusts, Loeb, Baboun and JLOJB, on the other hand; (iii) Asset Purchase Agreement by and among the Parent and GCS 112-114 Plant, LLC, a Florida limited liability company, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts Loeb, Baboun, Luis Moreno and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; and (iv) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun, Shmuel Rudski and JLOJB On-Site, LLC f/k/a/ Sudsies On-Site, LLC, a Florida limited liability company, on the other hand.

Section 2.04. **Closing Deliverables**.

(a) At the Closing, the Seller Group shall deliver to the Parent and Buyer the following:

(i) the Escrow Agreement, duly executed by JLOJB;

(ii) a bill of sale in the form of Exhibit B hereto (the "**Bill of Sale**"), duly executed by the Companies, transferring the Purchased Assets to the Buyer;

(iii) an assignment and assumption agreement in the form of Exhibit C hereto (the "**Assignment and Assumption Agreement**"), duly executed by the Companies effecting the assignment to and assumption by the Buyer of the Assigned Contracts;

(iv) Noncompetition Agreements, in the form of Exhibit D-1 hereto (the "**Key Officer Noncompetition Agreements**"), duly executed by the Person set forth on Section 2.04(a)(v) of the Disclosure Schedules under the heading "Key Officers"), Noncompetition Agreements, in the form of Exhibit D-2 hereto (the "**Key Employee Noncompetition Agreements**"), duly executed by the Persons set forth on Section 2.04(a)(v) of the Disclosure Schedules under the heading "Key Employees") and Noncompetition Agreements, in the form of Exhibit D-3 hereto (the "**Goldberg Noncompetition Agreement**"), duly executed by Brett Goldberg;

(v) copies of all consents, approvals, waivers and authorizations referred to in Section 3.03 of the Disclosure Schedules;

(vi) an IRS Form W-9 completed and executed by each Company;

(vii) a certificate, duly executed by the Members and the President of each Company, certifying as to the matters set forth in Section 2.02(a), Section 2.02(b) and 2.02(c).

(viii) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of each Company certifying as to (A) the organizational documents of such Company, (B) resolutions of the managers and/or members of such Company, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the Transactions, and (C) the names and signatures of the officers of such Company authorized to sign this Agreement and the documents to be delivered hereunder;

(ix) all of the books and records of each Company relating to the Business;

(x) evidence, satisfactory to Parent, of the release and satisfaction of all Encumbrances on the Purchased Assets and Assigned Contracts (other than Encumbrances on the Assumed Liabilities);

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

(b) At the Closing (or as otherwise indicated), the Buyer shall deliver to the Companies the following:

(i) to the account designated by the Companies at least three (3) business days prior to the Closing Date by the Companies in a written notice to the Buyer and Parent an amount equal to the Closing Cash Payment, by wire transfer of immediately available funds;

(ii) the Escrow Amount shall be wired to an account designated by the Escrow Agent;

(iii) the Escrow Agreement, duly executed by the Parent;

(iv) the Bill of Sale, duly executed by the Buyer;

(v) the Assignment and Assumption Agreement, duly executed by the Buyer

(vi) the Key Officer Noncompetition Agreements, the Key Employee Noncompetition Agreements and the Goldberg Noncompetition Agreement, duly executed by the Buyer;

(vii) a certificate, duly executed by the Chief Executive Officer of the Parent and the sole member of the Buyer, certifying as to the matters set forth in Section 2.03(a) and Section 2.03(b).

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER GROUP

The Companies, the Trusts, JLOJB Management, Sudsies Goldberg, and the Members, jointly and severally, hereby represent and warrant to the Parent and the Buyer, subject to such exceptions as are specifically disclosed in the Disclosure Schedules, as set forth below. For purposes of this ARTICLE III, “the Seller Group’s Knowledge,” “Knowledge of the Seller Group” and any similar phrases shall mean the actual knowledge of any manager, officer or member of the Companies, provided, however, such person shall be deemed to have “knowledge” of a particular fact, circumstance or other matter if a reasonably prudent person would be expected to become aware of such fact, circumstance or other matter.

Section 3.01. **Organization**. Each Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has full corporate power and authority to conduct the Business as and, to the extent now conducted, to own, use and lease its assets. Except as set forth in Schedule 3.01(a), such Company is not required to be qualified, licensed or admitted to do business in any other jurisdiction. The names, titles and other positions of all of the officers, managers and/or members of each Company are listed in section 3.01(a) of the Disclosure Schedules.

Section 3.02. **Authority and Enforceability**.

(a) Each Member has the power, authority and full legal capacity to execute this Agreement and the documents to be delivered hereunder to which he is a party and perform his obligations hereunder and thereunder. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by each Member and, assuming the due authorization, execution and delivery by the Buyer and/or the Parent, constitute the legal, valid and binding obligations of such Member, enforceable against them in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(b) Each Company has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by each Company of this Agreement and the documents to be delivered hereunder and the performance by such Company of its obligations hereunder and thereunder have been duly and validly authorized by its managers, and/or members, and no other action on the part of such Company or its members is necessary. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by each Company and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of such Company, enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(c) Each of Sudsies Goldberg and JLOJB Management has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by each of Sudsies Goldberg and JLOJB Management of this Agreement and the documents to be delivered hereunder to which it is a party and the performance by each of Sudsies Goldberg and JLOJB Management of its obligations hereunder and thereunder have been duly and validly authorized by its managers and/or members, and no other action on the part of Sudsies Goldberg and JLOJB Management or its members is necessary. This Agreement and the documents to be delivered hereunder to which Sudsies Goldberg and JLOJB Management is a party have been duly and validly executed and delivered by Sudsies Goldberg and JLOJB Management and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of Sudsies Goldberg and JLOJB Management enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(d) Each Trust has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by such Trust of this Agreement and the documents to be delivered hereunder to which it is a party and the performance by such Trust of its obligations hereunder and thereunder have been duly and validly authorized by such Trust and its trustee, and no other action on the part of such Trust or its trustee is necessary. This Agreement and the documents to be delivered hereunder to which the Trusts are a party have been duly and validly executed and delivered by such Trust and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of such Trust, enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

Section 3.03. **No Conflicts; Consents**. Except as disclosed in Section 3.03(a) of the Disclosure Schedules, the execution, delivery and performance by the Seller Group of this Agreement and the documents to be delivered hereunder, and the consummation of the Transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of each Company; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Seller Group or the Purchased Assets; (c) subject to obtaining the consents referenced below, conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Seller Group is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. Except as disclosed in Section 3.03(b) of the Disclosure Schedules, no consent, approval, waiver or authorization is required to be obtained by the Seller Group from any Person (including any governmental authority or vendor or supplier of each Company), and the Seller Group is not required to make any filing with or give any notice to any Person (including any governmental authority or vendor or supplier of each Company), in connection with the execution, delivery and performance by the Seller Group of this Agreement and the consummation of the Transactions contemplated hereby and in any document to be delivered hereunder. “Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, joint venture, vendor, supplier, other business organization, trust, union, association or governmental authority of any nature.

Section 3.04. **Equity Interests**. Section 3.04 of the Disclosure Schedules sets forth a complete and correct list of the authorized and issued membership interests of each Company. Such membership interests have been duly authorized and validly issued, is fully paid and non-assessable and was not issued in violation of, and is not subject to, any preemptive rights or other similar rights of any Person. There is no contract or other instrument outstanding that directly or indirectly: (i) calls for the issuance, sale, grant or other disposition of membership interests of each Company or securities that are convertible into, or have other rights to acquire, any securities of such Company; (ii) obligates each Company to grant, offer or enter into any of the foregoing; or (iii) relates to the voting or control of the membership interests of each Company. JLOJB Management owns, beneficially and of record, the membership interests of each Company listed opposite its name on Section 3.04 of the Disclosure Schedules, free and clear of any Encumbrances.

Section 3.05. **Title to Purchased Assets**. Each Company owns and has good title to its Purchased Assets, free and clear of Encumbrances.

Section 3.06. **Condition and Sufficiency of Assets**. The Purchased Assets are in good condition (reasonable wear and tear excepted) and are adequate for the uses to which they are being put, and none of such Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance or repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

Section 3.07. **Inventory.** All inventory, finished goods, raw materials, work in progress, packaging, supplies, cleaning products, consumables, all operational supplies customarily used in the conduct of the Business and other inventories included in the Purchased Assets consist of a quality and quantity usable and salable in the ordinary course of business.

Section 3.08. **Intellectual Property**.

(a) “**Intellectual Property**” means any and all: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing). For purposes of clarity, Intellectual Property does not include any rights, title or interest in or to any widely-available off-the-shelf software.

(b) Section 3.08 of the Disclosure Schedules lists all Intellectual Property included in the Purchased Assets ("**Purchased IP**"). The Seller Group owns or has adequate, valid and enforceable rights to use all the Purchased IP, free and clear of all Encumbrances. The Seller Group is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any Person.

(c) The Seller Group's prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property rights of any Person and there are no claims pending or threatened by any Person with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. No Person is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither the Seller Group nor any Affiliate of the Seller Group has made or asserted any claim, demand or notice against any Person alleging any such infringement, misappropriation, dilution or other violation.

Section 3.09. **Assigned Contracts.** Each Assigned Contract is valid and binding on each Company in accordance with its terms and is in full force and effect. None of the Seller Group or, to the Seller Group's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. To the Seller Group's Knowledge, other than obtaining any required consents, no event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assigned Contract have been made available to the Buyer. There are no disputes pending or, to the Knowledge of the Seller Group, threatened under any Assigned Contract.

Section 3.10. **Permits**. Section 3.10 of the Disclosure Schedules lists all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the "**Transferred Permits**"). The Transferred Permits are valid and in full force and effect. All fees and charges with respect to such Transferred Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Transferred Permit.

Section 3.11. **Financial Statements**. Complete copies of (i) the unaudited combined financial statements consisting of the combined balance sheet of the Companies as at December 31, 2025, and the related statements of income and retained earnings, member's equity and cash flow for the year then ended, and (ii) the unaudited combined financial statements consisting of the combined balance sheet of the Companies as at May 31, 2026 and the related statements of income and retained earnings, member's equity and cash flow for the five-month period then ended (collectively, the "**Financial Statements**") are set forth on Section 3.11 of the Disclosure Schedules. The Financial Statements fairly present in all material respects the financial condition of the Companies at the date thereof and the results of operations of the Companies for fiscal periods reported upon thereon, and are generally consistent with the accounting records of the Companies (which accounting records are true, correct and complete in all material respects, except as set forth in such Schedule).

Section 3.12. **Absence of Changes**. Since December 31, 2025, each Company has been operated in the ordinary course consistent with past practice and there has not been any material adverse effect with respect to such Company or any event or development that, individually or together with any or all other such events, could reasonably be expected to result in a material adverse effect with respect to such Company

Section 3.13. **Employee Benefit Matters** .

(a) Section 3.13 of the Disclosure Schedules contains a list of each material benefit, retirement, employment, consulting, compensation, incentive, bonus, option, restricted unit, unit appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare and fringe-benefit agreement, plan, policy and program in effect and covering one or more employees of each Company, former employees of the Business, current or former managers of the Business or the beneficiaries or dependents of any such persons, and is maintained, sponsored, contributed to, or required to be contributed to by each Company, or under which each Company has any material liability for premiums or benefits (as listed on Section 3.13 of the Disclosure Schedules, each, a "**Benefit Plan**").

(b) To Seller Group's Knowledge, each Benefit Plan and related trust complies with all applicable laws. Each Benefit Plan (a '**Qualified Benefit Plan**") that is intended to be qualified under Section 401(a) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to the Seller Group's Knowledge, nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from the Internal Revenue Service, as applicable. With respect to any Benefit Plan, to the Seller Group's Knowledge, no event has occurred or is reasonably expected to occur that has resulted in or would subject Seller to a tax under Section 4971 of the Code or the Purchased Assets to a lien under Section 430(k) of the Code.

Section 3.14. **Employee Matters**. Set forth in Section 3.14 of the Disclosure Schedules is a copy of the 2025 and present payroll summary of each Company which lists all employees who as of the date thereof and hereof were and are actively employed either full or part time by each Company and their respective positions, hire dates, termination dates (if applicable), base wage rates, and the amount of any other compensation.

Section 3.15. **Real Property**. Each Company does not own any real property. All real property leased for a period greater than one (1) month by each Company is listed on Section 3.15 of the Disclosure Schedules (collectively, the "**Leased Real Property**"). Each Company (i) has a valid and enforceable leasehold interest with respect to each item of Leased Real Property leased by it, subject to no Encumbrances (other than those contained in the underlying leases, real estate taxes and existing and future mortgages thereon), and (ii) is in possession of and has quiet enjoyment of each item of Leased Real Property leased by it. None of the Leased Real Property is subject to any sublease of all or any portion thereof and no Person other than each Company has any right to occupy any of the Leased Real Property. The Leased Real Property is adequate for the current needs of each Company and the anticipated needs of such Company. All of the leasehold improvements at the Leased Real Property are adequate for the current needs of each Company and are in good condition, ordinary wear and tear excepted. There is no pending or, to the Knowledge of the Seller Group, proposed, anticipated or contemplated, annexation, condemnation, eminent domain or similar proceeding, or any zoning or tax (except for owner's protest of current real estate tax assessments) or assessment proceeding affecting, or that may affect, all or any portion of the Leased Real Property.

Section 3.16. **Environmental Matters** .

Except as set forth on Section 3.16 of the Disclosure Schedules, each Company represents the following:

(a) The operations of Company with respect to the Business, Leased Real Property, and the Purchased Assets are currently in and have at all times been in compliance with all Environmental Laws. Each Company has not received from any Person, with respect to the Business, Leased Real Property, or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing liabilities or requirements as of the Closing Date.

(b) Each Company and its Affiliates have obtained and is in material compliance with all Environmental Permits (each of which is disclosed on Section 3.16(b) of the Disclosure Schedules) reasonably necessary for the conduct of the Business as currently conducted and for the ownership, lease, operation, or use of the Purchased Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with all applicable Environmental Law, and each Company is not aware of any condition, event, or circumstance that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation, or use of the Purchased Assets. With respect to any such Environmental Permits, each Company has undertaken, or will undertake prior to the Closing Date, all reasonable measures necessary to facilitate transferability of the same to the extent transferrable, such Company is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any revocation, rescission, or material adverse change in the status or terms and conditions of the same.

(c) None of the Business or the Purchased Assets or any real property or site currently or formerly owned, leased, or operated by each Company or any of its Affiliates in connection with the Business is listed on, or has been proposed for listing on, or has disposed of waste material at any site listed on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) There has been no Release of Hazardous Materials in contravention of Environmental Law, or that could reasonably be expected to give rise to an investigation, remedial or corrective actions, or other Liabilities on the part of each Company pursuant to Environmental Law, with respect to the Business, Leased Real Property, or the Purchased Assets or any real property or site currently owned, operated, or used or formerly owned, leased, operated, or used by each Company in connection with the Business. There is no evidence of soil or groundwater contamination in violation of Environmental Law on the Leased Real Property. Each Company has not received an Environmental Notice that any of the Business or the Purchased Assets or real property or site currently or formerly owned, leased, operated, or used by such Company in connection with the Business (including soils, groundwater, surface water, buildings, and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, each Company or any of its Affiliates.

(e) There are no past, pending, or, to the Knowledge of each Company, threatened Environmental Claims against each Company or any other Person occupying, using, or conducting operations on the Leased Real Property.

(f) None or the Companies or any of their Affiliates has retained or assumed, by contract or operation of law, any liabilities of third parties under Environmental Law.

(g) Each Company has provided or otherwise made available to Buyer and listed on Section 3.16(g) of the Disclosure Schedules: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, compliance assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property or site currently or formerly owned, leased, or operated by each Company in connection with the Business which are in the possession or control of each Company related to compliance with Environmental Laws, Environmental Claims, or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit, or otherwise control pollution and/or emissions, manage waste, or otherwise ensure compliance with current Environmental Laws (including, without limitation, costs of remediation, pollution control equipment, and operational changes).

(h) None of the Companies or any of their Affiliates has entered into or agreed to enter into (and does not contemplate entering into) any consent decree or order, and each Company is not subject to any judgment, decree or judicial or administrative order relating to compliance with, or the cleanup of Hazardous Materials under, any applicable Environmental Laws.

(i) With respect to the operation of the Business or the Leased Real Property, None of the Companies nor to their respective Knowledge any of their corporate predecessors or Affiliates have treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, or released any Hazardous Materials on the Leased Real Property or any real property adjacent to the Leased Real Property, or directly or indirectly on any other real property in violation in any material respects of Environmental Laws or in a manner that would be reasonably likely to result in material liability, or owned or operated the Business or Leased Real Property, so as to give rise to any current or future Environmental liabilities, including any liability for fines, penalties, response costs, corrective action costs, personal injury, property damage, natural resources damage or attorneys' fees, pursuant to any Environmental Law.

(j) Each Company is not aware of and does not reasonably anticipate, as of the Closing Date, any condition, event, or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede, or materially increase the costs associated with the ownership, lease, operation, performance, or use of the Business or the Purchased Assets as currently carried out.

(k) To the Knowledge of each Company, there are no PCBs or PCB containing equipment or materials, PFAS or PFAS containing equipment or materials, or asbestos or asbestos containing materials, located on or at the Leased Real Property.

(l) To the Knowledge of each Company, Section 3.16(l) of the Disclosure Schedules contains a complete and accurate list of all active or abandoned aboveground or underground storage tanks owned or operated by each Company at the Leased Real Property or as part of the Purchased Assets, all of which have been used and maintained in compliance in all material respects with all Environmental Laws.

(m) The Parties acknowledge that Buyer may, at its sole cost and expense, engage an environmental consultant to conduct environmental investigation(s) at the Leased Real Property, including invasive sampling. In the event Buyer conducts such an environmental investigation, each Company shall coordinate access to facilitate such investigation; provided, that, any such investigation shall not unreasonably interfere with the Business.

(n) For purposes of this Agreement:

(i) "**Environment**" means soil, land, surface and subsurface strata, surface waters (including navigable and non-navigable inland and ocean waters), groundwaters, drinking water supply, stream sediments, indoor or outdoor ambient air, plant and animal life, and any other environmental medium or natural resource.

(ii) "**Environmental Law**" means any federal, state or local law or governmental order relating to or for the protection of the environment, pollution (or cleanup thereof) and occupational health and safety, including without limitation any statute, regulation, and judicial and/or administrative decision or order pertaining to (i) the prohibition, regulation, or control, exposure to, monitoring and cleanup of any Hazardous Material; (ii) the treatment, storage, disposal, generation, processing, production, and transportation of Hazardous Materials; (iii) air (including indoor air), water, radiation, and noise pollution; (iv) groundwater and soil contamination; (v) the release or threatened release into the environment of Hazardous Materials, including without limitation emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals; (vi) the protection of wild life, marine life and wetlands, including without limitation all endangered and threatened species, human health or safety; and (vii) manufacturing, processing, using, distributing, treating, storing, disposing, transporting, or handling of Hazardous Materials, all as amended to date. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Safe Water Drinking Act, 42 U.S.C. §300f et seq., and any appliable heath advisory; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(iii) "**Hazardous Materials**" means any waste, pollutant, contaminant, hazardous substance, toxic, ignitable, reactive or corrosive substance, hazardous waste, special waste, industrial substance, by-product, process intermediate product or waste, petroleum or petroleum-derived substance or waste, chemical liquids or solids, perchloroethylene, liquid or gaseous products, or any constituent of any such substance or waste, the use, handling or disposal of which by each Company is in any way governed by or subject to any applicable Environmental Law, but shall not include limited and reasonably necessary quantities of ordinary household or commercial supplies of any of the foregoing and repair, maintenance and cleaning supplies used in the ordinary operation of a commercial building which are maintained, stored and used in accordance with all Environmental Laws.

(iv) "**Environmental Permit**" means any Permit, letter, clearance, waiver, license, closure, notification, decision, or other action required under or issued, granted, given, authorized by, or made pursuant to Environmental Law.

(v) "**Release**" or "**Released**" means any release, spill, emission, overflow, leaking, pumping, pouring, dumping, emptying, discharge, disposing, deposit, injection, escaping, leaching, seepage, infiltration, introduction, or migration of any Hazardous Waste, whether intentional or accidental, unauthorized, of any substance into the Environment, into or out of any property, into or out of any building or other improvements.

Section 3.17. **Taxes**. Except as set forth on Section 3.17 of the Disclosure Schedules:

(a) All Tax Returns of, or with respect to, each Company, the Business and the Purchased Assets have been timely filed (including time granted extensions) with the appropriate governmental entity and are true, correct and complete in all respects and were prepared in compliance with all applicable laws.

(b) All Taxes that are due and payable of, or with respect to, each Company, the Business and the Purchased Assets (whether or not shown on any Tax Return) have been timely paid in full.

(c) With respect to each Company, the Business and the Purchased Assets, each Company has not (i) waived any statute of limitations with respect to any Tax Return or Taxes, (ii) agreed to any extension of time for filing any Tax Return, or (iii) consented to extend the period in which any Tax may be assessed or collected by any governmental entity and no such request to waive or extend is outstanding with the exception of the 2025 filings which will be filed prior to Closing.

(d) To the Knowledge of each Company, no Tax audits, claims, examinations, disputes, investigations or administrative or judicial Tax proceedings are being conducted with respect to each Company, the Purchased Assets, or the Business. Each Company has not received a notice from any governmental entity (i) that any Tax audits, claims, examination, disputes, investigations or administrative or judicial Tax proceedings with respect to the Purchased Assets, the Business or each Company are threatened, pending or being conducted, (ii) requesting information related to Tax Returns or Tax matters with respect to each Company, the Purchased Assets or the Business or (iii) including a notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed against or on the Purchased Assets, each Company or the Business and none of the foregoing is threatened.

(e) Each Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, member or other third party and all information reporting required with respect thereto (including Forms W-2 and 1099) has been properly completed and timely filed.

(f) There are no Encumbrances for Taxes relating to the Purchased Assets, nor are there any Encumbrances for Taxes which are pending or, to the Knowledge of each Company, threatened against the Purchased Assets.

(g) Except regarding the IRS powers of attorney Form 2048 filed with respect to Laurance Hererup, CPA, no power of attorney has been granted by each Company with respect to any matter related to Taxes of each Company, the Purchased Assets or the Business. No requests for ruling or determination letters or competent authority relief is currently pending with any Taxing Authority with respect to any Taxes of the Members or the Assets.

(h) To the Knowledge of each Company, no claim has been made by a governmental entity in a jurisdiction where each Company does not file Tax Returns that each Company is or may be subject to Taxes with respect to any of the Purchased Assets or the Business.

(i) Each Company does not have any liability for the Taxes of any Person under Treasury Regulation Section 1.1502–6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise. Each Company is not a party to or bound by any Tax allocation or sharing agreement.

(j) Each Company has not been a party to any "reportable transaction," as defined in Code Section 6707A(c)(1) and Treasury Regulations Section 1.6011-4(b) or any analogous provision of state, local or non-U.S. law.

(k) Each Company is not a foreign person within the meaning of Section 1445 of the Code.

(l) Each Company has had properly forgiven its Paycheck Protection Program Loan pursuant to Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, H.R. 748, 116th Cong. (2020), and any successor legislation.

(m) In accordance with applicable law, each Company has (i) properly collected and remitted all sales, use, gross receipts value added and similar Taxes with respect to sales, leases, licenses made, and services provided to its customers, and (ii) for all sales, leases, licenses and services that are exempt from sales, use, value added and similar Taxes and that were made without charging or remitting sales, use, gross receipts value added or similar Taxes, received and retained all Tax exemption certificates and other documentation required to qualify such sale, lease, license or service as exempt.

(n) "**Tax**" or "**Taxes**" shall mean any and all (i) federal, state, local or non-U.S. income, alternative or add-on minimum tax, gross receipts, membership interests, sales, use, transfer, franchise, profits, windfall profits, environmental, license, registration, escheat, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, real or personal property and estimated taxes, premiums and occupation taxes, customs, duties, or other taxes or charges of any kind whatsoever, whether or not disputed, including any interest, penalties, fines, or additions thereto and (ii) liabilities payable to any Person (a) pursuant to any tax indemnity, tax allocation or tax sharing or other similar agreement or arrangement relating to the payment of any such tax, fee, assessment or charge, whether imposed directly or not, (b) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), (c) as a result of being a transferee, successor or member of an affiliated, consolidated, unitary or combined group, (d) by contract, (e) pursuant to applicable law or (f) otherwise.

(o) "**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedules or attachments thereto, and including any amendments thereof.

Section 3.18. **Accounts Receivable**. The Accounts Receivable: (i) arose from bona fide transactions in the ordinary course of the Business and are payable on ordinary trade terms, (ii) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their terms except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or similar laws, (iii) are not subject to any valid set-off or counterclaim, and (iv) each Company has the right to collect such accounts receivable in the ordinary course of the Business consistent with past practices in the aggregate recorded amounts thereof.

Section 3.19. **Suppliers.** Section 3.19 of the Disclosure Schedule sets forth the names and dollar amounts of each of the five (5) largest suppliers (based on expenditures) of each Company, with respect to the Business for the twelve (12) month period ended May 31, 2026. Each Company has not received any written notice, and does not otherwise have any Knowledge that any such supplier intends to cancel, modify or otherwise change its relationship with such Company (as relates to the Business) or the Business in any material manner.

Section 3.20. **Insurance.** Section 3.20 of the Disclosure Schedules contains a true and complete list of all liability, property, workers' compensation, automobile, managers' and officers' liability and other insurance policies currently in effect that insure the Business or the operations or employees of each Company, or affect or relate to the ownership, use or operation of any of the Purchased Assets of each Company (including the names and addresses of the insured party thereunder and the insurers, the expiration dates thereof, the annual premiums and payment terms thereof, the amounts of coverage and deductibles thereunder, a brief description of the interests insured thereby and a copy of a detail loss history report issued by the insurer with respect to the prior five year period). Each Company has not received notice (whether written or oral) that any insurer under any policy referred to in this Section 3.20 is denying liability with respect to a claim thereunder or defending under a reservation of rights clause.

Section 3.21. **Non-foreign Status**. No member of the Seller Group is a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 3.22. **Compliance with Laws**. The Seller Group has been and now is in material compliance with all applicable federal, state, and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 3.23. **Legal Proceedings**. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to the Seller Group's Knowledge, threatened against or by the Seller Group (a) relating to or affecting the Purchased Assets or the Assumed Liabilities; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the Transactions. To the Seller Group's Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.24. **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Seller Group.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER AND PARENT

The Parent and Buyer, jointly and severally, hereby represent and warrant to the Seller Group, as follows:

Section 4.01. **Organization**.

(a) The Parent is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets.

(b) The Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and has limited liability company power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets.

Section 4.02. **Authority and Enforceability**. Each of the Parent and the Buyer has the power and authority to execute this Agreement and the documents to be delivered hereunder to which it is a party and perform its respective obligations hereunder and thereunder. The execution and delivery by the Parent and the Buyer of this Agreement and the documents to be delivered hereunder to which they are a party and the performance by the Parent and the Buyer of their obligations hereunder and thereunder have been duly and validly authorized by the Board of Directors of Parent and the sole member of Buyer, and no other action on the part of the Parent, Buyer or their respective shareholders or members is necessary. This Agreement and the documents to be delivered hereunder to which the Parent or the Buyer are a party have been duly and validly executed and delivered by the Parent and the Buyer and, assuming the due authorization, execution and delivery by the Seller Group, constitute the legal, valid and binding obligation of the Buyer and the Parent, enforceable against them in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

Section 4.03. **No Conflicts; Consents**. The execution, delivery and performance by the Parent and the Buyer of this Agreement and the documents to be delivered hereunder to which they are a party, and the consummation of the Transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of the Parent or the Buyer; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Parent or the Buyer; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Parent or the Buyer are a party. No consent, approval, waiver or authorization is required to be obtained by the Parent or the Buyer from any Person or entity (including any governmental authority) in connection with the execution, delivery and performance by the Parent and the Buyer of this Agreement and the consummation of the Transactions.

Section 4.04. **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Buyer.

ARTICLE V
COVENANTS

Section 5.01. **Restrictions on Business.** Except as expressly contemplated by this Agreement, or as the Parent may otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), at all times from the date of this Agreement until the earlier to occur of the Closing or the valid termination of this Agreement in accordance with the terms hereof, the Companies shall:

(a) operate the Business in the usual, regular, and ordinary course in substantially the same manner as heretofore conducted;

(b) take all reasonable steps to preserve and protect the Purchased Assets in good working order and condition, ordinary wear and tear excepted;

(c) comply with all requirements of law, orders, and material contractual obligations applicable to the operation of the Business;

(d) use commercially reasonable efforts to preserve intact the Business, keep available the services of the Business's officers, employees, and agents and maintain the Business's current relations and good will with suppliers, customers, licensors, landlords, lenders, creditors, employees, agents, environmental regulators and others having business relationships with the Business, including by promptly paying all amounts owing to such Persons as and when such amounts are due (other than amounts being disputed in good faith);

(e) continue in full force and effect all insurance coverage pertaining to the Business or the Purchased Assets that are in effect as of the date of this Agreement or obtain substantially equivalent policies;

(f) confer with the Parent prior to implementing Business operational decisions that materially impact the Business, and report periodically to the Parent concerning the status of the Business;

(g) maintain the books and records in the ordinary course of business consistent with past practice;

(h) except in the ordinary course of Business consistent with past practices of the Companies and not in excess of $20,000 or $50,000 in aggregate, not acquire, sell, lease, license, transfer or dispose of any properties or assets of the Company or enter into any other commitment or transaction that is material to the Companies; provided, however, that neither the $50,000 limit nor the covenant to not enter into any other commitment or transaction that is material to the Company shall apply to product sales and inventory purchases by the Companies;

(i) except in the ordinary course of Business consistent with past practices of the Companies and not in excess of $20,000 or $50,000 in aggregate, not make or incur any expenditure, lease or commitment for additions to property or equipment or other tangible assets of the Companies; provided, however, that the $20,000 limit shall not apply to product sales and inventory purchases by the Companies;

(j) except in the ordinary course of business consistent with past practices of the Companies and so long as not in excess of $20,000 or $50,000 in aggregate, enter into any contract or other instrument to which the Seller Group is a party or to which any of the Purchased Assets are subject, which contract continues after the Closing Date and cannot be terminated by the Companies on not more than 30 days' notice without any liability on the part of the Companies; provided, however, that the $50,000 limit shall not apply to contracts for product sales and contracts for inventory purchases by the Companies;

(k) not (a) grant any bonuses, whether monetary or otherwise, make any distributions or dividends, or increase wages, salary, severance, pension or other compensation or benefits in respect of any Affiliates, related parties, current or former employees, officers, managers, members, independent contractors or consultants of the Companies or their spouses, dependents or beneficiaries other than as required by law or as provided for in any existing written agreements as of the date hereof; (b) change the terms of employment or service for any such person or (c) take any action to increase the amount of or accelerate the vesting or payment of any compensation or benefits to any such person; provided, however, nothing herein contained shall be deemed to prohibit the Companies from declaring and paying a dividend to the Trusts or bonus to the Members; or

(l) not, with respect to either Company, the Purchased Assets or the Business, (a) make, change or revoke any Tax election, (b) file any amended Tax Return, (c) enter into any closing agreement with respect to Taxes, (d) agree to an adjustment of any Tax attribute, (e) settle or compromise any liability for Taxes or surrender any claim for a refund or offset of any Taxes, (f) execute or consent to any waivers extending the statutory period of limitations with respect to the collection or assessment of material Taxes, (g) make any change (or file any such change) in any method of Tax accounting or (h) obtain any Tax ruling.

Section 5.02. **Investigations**. From the date hereof until the Closing Date or the earlier termination of this Agreement in accordance with the terms hereof, the Seller Group shall, and shall cause all of the officers, managers, members, employees, agents, accountants and counsel or other agents and representatives (collectively, "**Representatives**") of the Companies to, (i) upon reasonable prior notice, afford the Representatives of the Parent and the Buyer, during normal business hours (but in a manner so as to not disrupt the Business), reasonable access to (A) the offices, books, contracts and records of Companies and any records concerning the Companies maintained and accumulated by it and its Representatives, and (B) those Representatives of the Companies who have any knowledge relating to the Business, and (ii) promptly furnish to the Buyer and Representatives of the Parent such additional financial and operating data and other information regarding the Companies or the Business (including, without limitation, any contracts or Permits in effect as of the date hereof and any contracts or Permits being negotiated or entered into between the date hereof and the Closing Date), properties and goodwill as the Parent may from time to time reasonably request. All such investigations by the Parent and its Representatives shall be performed at such times and locations as are reasonably mutually agreed to by the parties and shall be performed upon reasonable prior written notice to the Seller Group and in a manner that shall not be disruptive to the operations of the Business.

Section 5.03. **No Shop.** During the period from the date of this Agreement until the Closing or the earlier termination of this Agreement in accordance with the terms hereof, if applicable (the "**No-Shop Period**"), no member of the Seller Group shall permit any Affiliate of any member of the Seller Group (or authorize or permit any investment banker, financial advisor, attorney, accountant or other Person retained by or acting for or on behalf of the members of the Seller Group or any such Affiliate) to, take, directly or indirectly, any action to initiate, assist, solicit, participate, negotiate, encourage (including, without limitation, by way of furnishing non-public information) or accept any offer or inquiry from any Person (a) to engage in any merger, reorganization, recapitalization, consolidation, share exchange, business combination or other similar transaction (a "**Business Combination**") involving any member of the Seller Group, (b) to reach any agreement or understanding (whether or not such agreement or understanding is absolute, revocable, contingent or conditional) for, or to engage in any discussions or negotiations with respect to, or otherwise attempt to consummate, any Business Combination with any member of the Seller Group or (c) to furnish or cause to be furnished any information with respect to the Companies (other than as contemplated by Section 5.02) which any member of the Seller Group or any such Affiliate knows or has reason to believe is in the process of considering any Business Combination with regard to the Company. Each member of the Seller Group shall immediately terminate (in writing, with a copy to the Parent) any and all discussions or negotiations of any type described in the first sentence of this Section 5.03. If, during the No-Shop Period, any member of the Seller Group receives or becomes aware that any of the member of the Seller Group or any Affiliate thereof (or any such Person acting for or on their behalf) has received from any Person (other than the Parent) any offer, inquiry or informational request referred to in the first sentence of this Section 5.03, the Members shall promptly advise such Person, by written notice, of the terms of this Section 5.03 and shall promptly, orally and in writing, advise the Parent of such offer, inquiry or request and the material terms and conditions of such offer, inquiry or request. The restrictions on the activities provided in this Section 5.03 shall terminate upon any termination of this Agreement.

Section 5.04. **Non-Solicitation**.

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Solicitation Period**"), none of the Companies, JLOJB Management, Sudsies Goldberg, the Trusts, Loeb or Baboun (the "**Loeb Group**") shall, and each member of the Loeb Group shall cause each of his or its Affiliates and Family Members (as defined below) not to, directly or indirectly, solicit, entice, persuade, induce or cause any employee, officer, manager/director, consultant, agent or independent contractor of the Parent, or any of the direct or indirect subsidiaries or Affiliates of the Parent (collectively, the "**Parent Group**") to terminate his, her or its employment, consultancy or other engagement with such entity and become employed by or engaged with any other Person, or approach any such employee, officer, manager, director, consultant, agent or independent contractor for any of the foregoing purposes, or authorize or assist in the taking of any of such actions by any Person. The foregoing shall not preclude any member of the Loeb Group from engaging any independent contractor to the Parent Group; provided that such engagement shall not interfere with the independent contractor's services to the Parent Group; provided, further, that such engagement shall not violate Section 5.05. "**Affiliate**" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control and for the avoidance of doubt, for purposes of Section 5.04 and Section 5.05 Affiliates shall include any company in which such Person is a limited partner, general partner, member, manager or officer; and "**Family Member**" means a cousin, child, stepchild, parent, stepparent, spouse, domestic partner, including, adoptive relationships, of a natural person referred to herein. For purposes of this Section 5.04(a), the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(b) During the Non-Solicitation Period, no member of the Loeb Group shall, and each member of the Loeb Group shall cause each of its Affiliates not to, directly or indirectly, solicit, entice, persuade, induce, or cause, or attempt to solicit, entice, persuade, induce, or cause:

(i) any Person who was or is a customer of any Company or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of this Agreement or was or is a customer of any of the Parent Group at any time during the Non-Solicitation Period; or

(ii) any lessee, equipment vendor or lessee, operator, vendor or supplier to, or any other Person who had or has a business relationship of any kind with, any of the Companies or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of this Agreement or had or has a business relationship of any kind with any of the Parent Group at any time during the Non-Solicitation Period (the Persons referred to in items (i) and (ii) above, collectively, the "**Prohibited Persons**"), to enter into a business relationship with any other Person for the services, activities or goods that are the same as or substantially similar to or competitive with the Business as presently conducted and that any such Prohibited Person purchased from, was engaged in with or provided to, any Company or any of its Affiliates or any of the Parent Group, as applicable, or to reduce or terminate such Prohibited Person's business relationship with the Parent Group; and the Seller Group shall not, directly or indirectly, approach any such Prohibited Person for any such purpose, or authorize or assist in the taking of any of such actions by any Person

(iii) For purposes of this Section 5.04, the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(iv) Each member of the Loeb Group acknowledges that the provisions of this Section 5.04 and the period of time and scope and type of restrictions on such member of the Loeb Group's activities set forth herein are reasonable and necessary for the protection of the Parent, which is paying substantial consideration, monies and other benefits to such member of the Loeb Group, and are an essential inducement to the Parent's entering into and performing this Agreement and the documents contemplated hereunder to which the Parent is party. If any covenant contained in this Section 5.04 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section 5.04 shall be enforceable to the maximum extent permitted by applicable law.

(v) Each member of the Loeb Group acknowledges that any breach or threatened breach of the covenants contained in this Section 5.04 will likely cause the Parent material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, the Parent shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

Section 5.05. **Non-Competition.**

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Competition Period**"), no member of the Loeb Group shall and each member of the Loeb Group shall cause each of its Affiliates and Family Members not to, anywhere within the State of Florida, and any county in which a customer of the Business is located, directly or indirectly, whether alone or as an owner, member, partner, member, manager, investor, lender, landlord, joint venturer, officer, director, consultant, independent contractor, agent, employee or otherwise of any company or other business enterprise, own, finance, manage, operate or engage in, or participate in the ownership, management or operation of, any business competitive with that of the Business. For avoidance of doubt, nothing set forth in this 5.05 will prohibit any member of the Loeb Group or any of their respective Affiliates or Family Members from being: (i) an equity holder in a mutual fund or diversified investment company; (ii) a passive owner of not more than two percent (2%) of an outstanding class of publicly traded securities, (iii) a landlord of a property that the Buyer or any of its Affiliates is the tenant; or (iv) a speaker at a third party conference or event related to the industry in which the Business is conducted.

(b) Each member of the Loeb Group acknowledges that the provisions of this Section 5.05 and the period of time, geographic area and scope and type of restrictions on such member of the Loeb Group's activities set forth herein, are reasonable and necessary for the protection of the Parent, which is paying substantial consideration, monies and other benefits to the Loeb Group and are an essential inducement to the Parent's entering into and performing this Agreement and the agreements contemplated by this Agreement to which the Parent is party. If any covenant contained in this Section 5.05 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section 5.05 shall be enforceable to the maximum extent permitted by applicable law.

(c) Each member of the Loeb Group acknowledges that any breach or threatened breach of the covenants contained in this Section 5.05 will likely cause the Parent material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, the Parent shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

Section 5.06. **Public Announcements**. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the Transactions without the prior written consent of the other party.

Section 5.07. **Tax Matters**.

(a) Transfer Taxes. All transfer, documentary, stamp, registration, value added and other such taxes (including bulk sales) and fees (including any penalties and interest) ("**Transfer Taxes**") incurred in connection with the sale of the Purchased Assets shall be borne and paid fifty percent (50%) by the Companies and fifty percent (50%) by the Buyer when due. The Companies shall, at their own expense, timely file any tax return or other document with respect to such taxes or fees (and the Buyer shall cooperate with respect thereto as necessary).

(b) Apportionment. For all purposes of this Agreement, the portion of any Tax with respect to any taxable period that includes (but does not end on) the Closing Date (a "**Straddle Period**") that is allocable to the pre-Closing portion of such Straddle Period will be determined as follows: (i) in the case of any sales or use Tax, value added Tax, employment Tax, withholding Tax, and any Tax based on or measured by expenditures, income, profits, or receipts shall be determined based on the amount of Taxes that would be payable based on a closing of the books as of the end of the Closing Date, and (ii) in the case of all other Taxes, determined based on the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the applicable Straddle Period; provided that exemptions, allowances or deductions that are calculated on an annual basis (or on a monthly basis, where required) shall be allocated between the period ending on and including the Closing Date and the period beginning after the Closing Date (or with respect to federal income taxes in proportion to the number of days in each period).

(c) Tax Contests.

(i) If any governmental entity notifies the Buyer, or the Companies of the existence of (i) any audit, litigation or other proceeding relating to Taxes with respect to the Business or the Purchased Assets for any pre-Closing Tax period or Straddle Period, or (ii) a deficiency in the payment of any Taxes with respect to the Business or the Purchased Assets for any pre-Closing Tax Period or Straddle Period (a "**Tax Claim**"), the Buyer or the Companies, as applicable, shall give written notice to the other party within fifteen (15) days after receipt of written notice of the Tax Claim.

(ii) The Companies, at its sole cost and expense, shall control any Tax Claim (including the settlement or resolution thereof) relating solely to a Tax period with respect to the Business or the Purchased Assets that ends on or before the Closing Date. The Companies shall (i) control the conduct of such Tax Claim in good faith; (ii) keep the Buyer reasonably informed regarding the status of such Tax Claim; (iii) promptly deliver to the Buyer, for the Buyer's review and comment, any correspondence to be filed with the governmental entity with respect to such Tax Claim; (iv) promptly deliver to the Buyer copies of any correspondence received by any Company from a governmental entity with respect to such Tax Claim; (v) allow the Buyer, at the Buyer's sole cost and expense, to participate in such Tax Claim: and (vi) obtain the prior written consent of the Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) before entering into any settlement of such Tax Claim or ceasing to defend such Tax Claim if the resolution of such Tax Claim reasonably could be expected to affect the Tax liability of the Buyer. If the Buyer elects to participate in such Tax Claim at its own expense, the Companies shall take such commercially reasonable actions as are requested in writing by the Buyer and reasonably necessary for the Buyer to participate in such Tax Claim, provided, however, that such actions shall not require the Companies to incur any additional third-party costs or expenses.

(iii) The Buyer, at its sole cost and expense, shall control any Tax Claim (including the settlement or resolution thereof) that is not described in Section 5.07(c)(ii), including any Tax Claim relating to a Tax period with respect to the Business or the Purchased Assets for a Straddle Period. The Buyer shall (i) control the conduct of such Tax Claim in good faith; (ii) keep the Companies reasonably informed regarding the status of such Tax Claim (including any requests to extend any applicable statutes of limitations); (iii) promptly deliver to the Companies, for the Companies' review and comment, any correspondence to be filed with the governmental entity with respect to such Tax Claim; (iv) promptly deliver to the Companies copies of any correspondence received by the Buyer from a governmental entity with respect to such Tax Claim; (v) allow the Companies, at the Company's sole cost and expense, to participate in such Tax Claim; and (vi) obtain the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed) before entering into any settlement of such Tax Claim or ceasing to defend such Tax Claim if the resolution of such Tax Claim reasonably could be expected to affect the Tax liability of the Companies to the Buyer. If the Companies elect to participate in such Tax Claim at its own expense, the Buyer shall take such commercially reasonable actions as are requested in writing by the Companies and reasonably necessary for the Companies to participate in such Tax Claim, provided, however, that such actions shall not require the Buyer to incur any additional third-party costs or expenses.

(d) Cooperation. The Companies and the Buyer will each provide the other with such assistance as may reasonably be requested in connection with the preparation of any Tax Return relating to the Purchased Assets, or the audit or other examination by any governmental entity relating to liability for Taxes arising out of the ownership of the Purchased Assets, or with respect to all Tax proceedings relating to Taxes imposed on the Purchased Assets with respect to a Straddle Period or any time on or after the Closing Date (except in connection with litigation or threatened litigation between Buyer and the Companies). Such assistance shall include the provision of records and information that are reasonably relevant to any such Tax Return, audit, examination or proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any such material.

(e) Tax Indemnification. From and after the Closing Date, the Seller Group shall indemnify and defend and hold the Buyer harmless from and against any of the following: (i) any and all Taxes due and payable by the Seller Group (other than the Companies) for any taxable period; (ii) any and all Taxes with respect to the Business or the Purchased Assets for all Tax periods ending on or before the Closing Date and the portion of a Straddle Period which includes the Closing Date; (iii) except as set forth in in Section 5.07(a), any Transfer Taxes as provided in Section 5.07(a), (iv) the Taxes of any Person under Treasury Regulations section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise, with respect to any Tax period or portion thereof ending on or prior to the Closing Date, (v) any Taxes that that the Companies were required to withhold from payments made to employees, consultants, members, or other parties prior to the Closing Date; (vi) liability for Taxes of the Companies that become a liability of the Buyer under any common law doctrine of transferee or successor liability or otherwise by operation of contract or law, and (vii) all reasonable out-of-pocket third party costs and expenses, including reasonable legal fees and expenses, attributable to any item for which indemnification is provided in clauses (i)–(vi) above (the items in clauses (i)-(vii), the "**Indemnified Taxes**"). Notwithstanding any other provision of this Agreement, any obligation to make indemnity payments by the Seller Group for Indemnified Taxes pursuant to this Section 5.07(e) shall survive indefinitely and shall not be subject to the Threshold or the Cap under Article VI. The Seller Group shall indemnify the Buyer and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes.

(f) Cooperation in Obtaining Pre-Closing Tax Clearance. The Companies have applied for a tax clearance certificate in Florida and shall provide promptly thereafter to the Buyer upon receipt to provide evidence of such clearance (a "**Tax Clearance Certificate**"). Any Tax liability assessed or imposed in response to the filing of a request for a Tax Clearance Certificate shall be promptly paid by the Companies, provided that in the event of any failure by the Companies to pay such assessed Taxes, Buyer shall withhold and remit such Taxes to the Florida Department of Revenue pursuant to Section 1.08.

(g) Conflict. In the event of a conflict between this Section 5.07 and any other provision of this Agreement, the provisions of this Section 5.07 shall take precedence.

Section 5.08. **Confidential Information**.

(a) Except as otherwise required by law or reasonably necessary in connection with any Tax dispute or other dispute under this Agreement or other agreements entered into in connection with the Transactions, no member of the Seller Group shall, during the period beginning on the Closing Date and ending on the later of (i) the two (2) year anniversary of the date that the Members cease to be an employee, consultant, contractor, or independent contractor of the Buyer, the Parent or any of the Parent's Affiliates or (ii) the fifth (5^{th}) anniversary of the Closing Date, disclose or communicate to any Person (other than such party's attorneys, accountants and other professional advisors, a Governmental Authority or otherwise in connection with the enforcement of a party's rights against any other party), or use to the detriment of the Buyer, the Parent, any of the Parent's Affiliates, or the Business, or for the benefit of any Person, any Confidential Information or trade secrets relating to the Buyer, the Parent or any of the Parent's Affiliates, or the Business sold by the Companies.

(b) For purposes of this Agreement, "**Confidential Information**" shall include the following:

(i) any information pertaining to the Business, the Companies, or any of their Affiliates, and their respective businesses and operations, whether such information is in written form or communicated orally, visually or otherwise, that is proprietary, non-public or relates to any trade secret of any of them, including, without limitation, information that consists of or concerns any of their strategies, ideas, policies, sub-contractors, customers, customer lists, suppliers, vendors, current and future possible consultants and their requirements, competitors, businesses and affairs, graphs, and inventions, past, current and planned marketing methods, processes, strategies and materials, price lists, pricing policies, market studies, business plans, computer software and databases, contracts with any person, proposals, equipment purchase strategies, routing strategies, names or other information, strategies for business plans, plans, designs, drawings, specifications, techniques, models, data, documentation, diagrams, graphs, flow charts, research, discoveries, development, processes, procedures and "know--how," whether or not such information would be deemed a trade secret under applicable state or federal law.

All Confidential Information is also entitled to all of the protections and benefits under applicable Law.

(c) Notwithstanding anything to the contrary contained in this Section 5.08, Confidential Information shall not include any information that is or was in the public domain or subsequently came into the public domain through no fault of the Members, the Trusts, JLOJB Management, Sudsies Goldberg, the Companies or their respective agents, accountants and counsel, representatives and Affiliates.

(d) In the event that any member of the Seller Group or their respective agents, accountants and counsel, representatives and Affiliates are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar legal, judicial or regulatory process or as otherwise required by applicable law or regulation) to disclose any of the Confidential Information, such person shall: (a) to the extent practicable and not prohibited by applicable law, provide the Buyer with prompt written notice of such request or requirement, and (b) reasonably cooperate with the Parent or Buyer, at the sole expense of the Parent or the Buyer, so that the Companies may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms and provisions of this Section 5.08. In the event that such protective order or other remedy is not obtained, or the Buyer or the Parent waives compliance with the terms and provisions hereof, the person requested or required to make such disclosure may disclose only that portion of the Confidential Information that such person is advised by legal counsel in writing that such person is legally required to disclose.

Section 5.09. **Change of Name**. Immediately prior to the Closing, the Members shall cause the Companies, Sudsies Goldberg and JLOJB Management to change their name to a name that does not include the words “Sudsies”, “Rugsies”, “Consumer”, “Laundry,” “Services”, “Garment” or “Care”.

Section 5.10. **Public Announcements**. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the Transactions without the prior written consent of the other party.

Section 5.11. **Tail Insurance**. Prior to the Closing, the Companies shall have obtained and paid for an extended reporting period also referred to as tail or runoff coverage under the Environmental insurance policy by purchasing a “tail” policy with respect thereto for no less than six (6) years after the Closing Date in a form reasonably acceptable to the Buyer, including with respect to coverage amounts and Persons covered. The Companies shall have provided a copy of such tail or runoff coverage to the Buyer prior to Closing. From and after the Closing, the Buyer shall continue to honor its obligations under any such insurance procured pursuant to this Section 5.11, and shall not cancel (or permit to be canceled) or take (or cause to be taken) any action or omission that would reasonably be expected to result in the cancellation thereof. The cost of such tail policy shall be borne by the Seller Group.

Section 5.12. **Cooperation**. The parties shall reasonably cooperate with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, including, without, obtaining any assignments or consents in connection with the Purchased Assets and the Assigned Contracts.

Section 5.13. **Further Assurances**. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the Transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE VI
INDEMNIFICATION

Section 6.01. **Indemnification by the Seller Group**. Subject to Section 6.06 hereof, the Seller Group shall, jointly and severally, defend, indemnify and hold harmless the Buyer, and its members, managers, shareholders, directors, officers, employees and Affiliates (the “**Parent Indemnitees**”) from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys’ fees and disbursements (“**Losses**”), arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of the Seller Group contained in this Agreement or any document to be delivered hereunder;

(b) any material breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Seller Group pursuant to this Agreement or any document to be delivered hereunder;

(c) any Excluded Asset, Excluded Liability or Buyer Indemnified Taxes;

(d) the conduct of each Company's participation in the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, H.R. 748, 116th Cong. (2020), and any successor legislation (the "**Special Indemnity**"); or

(e) all Losses (including Losses related to regulatory agency actions or vapor intrusion), liabilities, costs (including investigative, monitoring, containment, disposal and remediation costs and court costs and other costs of administrative or judicial proceedings), fines and penalties, judgments, awards or damages (including personal injury and property damages based on or arising out of exposure to Hazardous Materials), natural resource damage and assessments, third party claims, injunctive relief and fees (including reasonable attorney, expert, engineering and consultant fees) (i) related to, caused by, or resulting from the presence, creation, storage, impoundment, handling, or Release of any Hazardous Materials, if any, on the Leased Real Property or migrating therefrom with respect to the period prior to the Closing; (ii) related to the Company's obligations as set forth by any of the Assigned Contracts, leases or other contractual agreements in effect or previously in effect at the Leased Real Property where the Company operates or operated the Business as tenant relating to periods prior to the Closing related to, caused by, or resulting from the presence, creation, storage, impoundment, handling, or Release of any Hazardous Materials, if any, on the Leased Real Property; or (iii) arising under, relating to, or with respect to any Environmental Laws applicable to the Company prior to the Closing Date, irrespective of whether the Release, act, omissions, claims or violations are alleged to have occurred or the facts and conditions giving rise or related to the Losses, liabilities or costs were known or unknown as of Closing (the "**Environmental Indemnity**"). Buyer and Seller agree that all such Losses, liabilities, costs, fines, penalties, claims, and fees provided under this subsection (e) are each and collectively an Excluded Liability, notwithstanding anything to the contrary in this Agreement.

Section 6.02. **Indemnification by the Buyer**. Subject to Section 6.06 hereof, the Buyer and the Parent shall, jointly and severally, defend, indemnify and hold harmless the Seller Group, their respective Affiliates and their respective members, directors, officers and employees (the "**Seller Indemnitees**") from and against all Losses, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of the Buyer or the Parent contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Buyer or the Parent pursuant to this Agreement or any document to be delivered hereunder;

(c) any Assumed Liability or arising under the Assumed Contracts after the Closing; and

(d) operations of the Business by Buyer under the Company's name from and after Closing.

Section 6.03. **Indemnification Procedures**. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as are reasonably appropriate under the circumstances, and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 6.04. **Survival.** The representations and warranties of the parties contained herein shall not be extinguished by the Closing, but shall survive the Closing for, and all claims for indemnification in connection therewith shall be asserted not later than eighteen months (18) following the Closing Date (the "**Survival Period**"); provided however that each of the representations and warranties contained in Section 3.01 (Organization), Section 3.02 (Authority and Enforceability), Section 3.04 (Equity Interests), Section 3.05 (Title to Purchased Assets), Section 3.16 (Environmental Matters), Section 3.17 (Taxes), Section 3.24 (Brokers), Section 4.01 (Organization), Section 4.02 (Authority and Enforceability) and Section 4.05 (Brokers) (collectively, the "**Surviving Representations**") and the Special Indemnity shall survive until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days, and the period during which a claim for indemnification may be asserted in connection therewith shall continue until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days. The Environmental Indemnity and the covenants and agreements of the parties hereunder shall survive the Closing indefinitely or for the period explicitly specified therein and the period during which a claim for indemnification may be asserted in connection therewith shall continue in effect and expire in accordance with their respective terms. Notwithstanding the foregoing, if, prior to the close of business on the last day a claim for indemnification may be asserted hereunder, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

Section 6.05. **Tax Treatment of Indemnification Payments**. All indemnification payments made by the Seller Group under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.06. **Limitations on Indemnification.** Neither the Seller Group nor the Parent and the Buyer shall be obligated to indemnify or hold harmless the other in respect of any Losses suffered, incurred or sustained by such party under Section 6.01(a) or Section 6.02(a), as applicable, until such Losses equal or exceed $55,000 in the aggregate (the "**Threshold**") (at which point such party will be obligated to indemnify the other for the amount of such Losses in excess of the Threshold) and neither the Seller Group nor the Parent and the Buyer shall be obligated to indemnify the other for the amount of any Losses as a result of any breach or breaches under Section 6.01(a) or Section 6.02(a), as applicable, in excess of $1,065,000 in the aggregate (the "**Cap**"); provided, however, that the Threshold and Cap shall not apply to any Losses resulting from (i) fraud on the part of such party, or (ii) any breach of or inaccuracy in any of the Surviving Representations; provided further, however, that nothing in this Section 6.06 shall limit the obligation of the Seller Group to indemnify the Parent Indemnitees with respect to the items set forth in Section 6.01(b), Section 6.01(c), Section 6.01(d) or Section 6.01(e) or the obligation of the Buyer and the Parent to indemnify the Seller Indemnitees with respect to the items set forth in Section 6.02(b), Section 6.02(c) or Section 6.02(d). In no event (other than fraud on the part of the Seller Group) shall the aggregate liability of the Seller Group for any Losses not subject to the Cap exceed the Purchase Price.

Section 6.07. **Effect of Investigations**. The Parent's and the Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of the Seller Group contained herein will not be affected by any investigation conducted by the Parent or the Buyer with respect to, or any knowledge acquired by the Parent or the Buyer at any time after the Closing, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

ARTICLE VII
TERMINATION

Section 7.01. **Termination**. This Agreement may be terminated, and the Transactions may be abandoned at any time prior to the Closing:

(a) by the mutual written consent of the Parent and the Seller Group;

(b) by either the Parent or the Seller Group, upon ten (10) days prior written notice to the other party, if the Closing shall not have occurred on or before September 1, 2026;

(c) by the Parent by written notice to Seller if 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 pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Seller Group within thirty (30) days of the Seller Group's receipt of written notice of such breach from Parent;

(d) by the Seller Group by written notice to the Parent if Seller Group 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 Parent or Buyer pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Buyer within thirty (30) days of the Parent's receipt of written notice of such breach from Seller Group; or

(e) by either the Parent or the Seller Group if any court of competent jurisdiction or other governmental authority shall have issued an order or taken any other action permanently enjoining, restraining or otherwise prohibiting the Transactions and such order, decree, ruling or other action shall have become final and non-appealable.

Section 7.02. **Effect of Termination .** Upon termination of this Agreement pursuant to Section 7.01, all of the obligations of the parties shall terminate except those under Sections 5.08(d) and 8.01 and except the confidentiality obligations under the Letter of Intent among the parties dated March 5, 2026, and the Standard Mutual Non-Disclosure Agreement entered into by the parties dated March 13, 2025; provided, however, that (i) no such termination shall relieve any party of any liability to the other party by reason of any willful, material breach of under this Agreement, and (ii) the parties shall not publicly disclose, and the parties shall cause their Affiliates and Representatives not to publicly disclose, the proposed terms and conditions set forth herein or any non-public information regarding the other party, except as may be required by law or to professional advisors; and (iii) Buyer and its advisers shall return all materials provided by the Seller Group hereunder or under the Non-Disclosure Agreement, including, without limitation, all periods up to and including the termination date, without retaining copies thereof.. Under penalty of perjury, Buyer shall provide written certification as to the return or destruction of retained copies.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. **Expenses .** Except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such costs and expenses.

Section 8.02. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, provided that a copy of such e-mail notice is also delivered in compliance with clauses (a) or (b) above within two (2) business days after such e-mail transmission. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

If to the Seller Group:	JLOJB Management, LLC. Mr. Jason Loeb c/o Russell S. Jacobs, Esq. The Jacobs Law Group 20700 West Dixie Highway Aventura, Florida 33180 305.405.4444 (office) 305.776.6500 (text only) 305.402.0138 (fax) russ@thejacobslawgroup.com Direct: jason@jasonloeb.com 305-803-7837
with a copy to:	Abigail Watts-FitzGerald Law, PLLC 201 Alhambra Circle, Suite 1205 Coral Gables, Florida 33134 Email: awf@wattsfitz-law.com Telephone No.: 305-978-8521 Attn.: Abigail C. Watts-FitzGerald
If to The Buyer:	EVI Industries, Inc. 4500 Biscayne Boulevard Suite 340 Miami, FL 33137 Email: hnahmad@evi-ind.com Telephone No.: (305) 402-9300 Facsimile No.: (305) 751-4903 Attn.: Mr. Henry M. Nahmad
with a copy to:	Troutman Pepper Locke LLP 875 Third Avenue New York, NY 10022 Email: joseph.walsh@troutman.com Telephone No.: (212) 704-6030 Facsimile No.: (212) 704-5919 Attn.: Joseph Walsh, Esq.

Section 8.03. **Headings**. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04. **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 8.05. **Entire Agreement**. The Non-Disclosure Agreement, this Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 8.06. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.07. **No Third-party Beneficiaries.** Except as provided in ARTICLE VI, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.08. **Amendment and Modification**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 8.09. **Waiver**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.10. **Governing Law; Waiver of Trial by Jury**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to a contract executed and performed in such State without giving effect to the conflicts of Laws principles thereof, which would result in the applicability of the Laws of another jurisdiction. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 8.11. **Jurisdiction**. Each of the parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of Florida and the courts of the State of Florida located in Miami-Dade County in connection with any Action arising out of or relating to this Agreement or the Transactions, waives any objection to venue in the United States District Court for the Southern District of Florida and the courts of the State of Florida located in Miami-Dade County, and agrees that service of any summons, complaint, notice or other process relating to such proceeding may be effected in the manner provided by Section 8.01.

Section 8.12. **Specific Performance**. Each of the parties agree that, if any party breaches or threatens to breach any provision of this Agreement, the other party will be entitled, in addition to any other rights or remedies it may have, to a decree or order of specific performance to enforce the observance and performance of such provision and an injunction restraining such breach or threatened breach, in addition to any other remedy to which they are entitled at Law or in equity.

Section 8.13. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

EVI INDUSTRIES, INC.,
a Delaware corporation

By: /s/ Henry Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

GARMENT CARE SERVICES FL, LLC,
a Delaware limited liability company

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

JLOJB MANAGEMENT LLC,
a Florida limited liability company

By: /s/ Jason Loeb
Name:
Title:

SUDSIES GOLDBERG HOLDINGS, LLC,
a Florida limited liability company

By: /s/ Jason Loeb
Name:
Title:

THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023

By: /s/ Jason Baboun
Name: Jorge Baboun
Title: Trustee

JASON LOEB FAMILY TRUST UAD DECEMBER 7,
2005 AS AMENDED

By: /s/ Jason Loeb
Name: Jason Loeb
Title: Trustee

SUDSIES OPERATIONS NORTH, LLC,
a Florida limited liability company

By: /s/ Jason Loeb
Name:
Title:

DAVIE DRY CLEANERS, LLC,
A Florida limited liability company

By: /s/ Jason Loeb
Name:
Title:

/s/ Jason Loeb
Name: Jason Loeb

/s/ Jorge Baboun
Name: Jorge Baboun

/s/ Luis Moreno
Name: Luis Moreno

Signature Page to Asset Purchase Agreement

Exhibit 2.4

EXECUTION COPY

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of July 17, 2026 (this "**Agreement**"), by and among EVI INDUSTRIES, INC., a Delaware corporation (the "**Parent**"), and GCS 112-114 PLANT FL, LLC, a Florida limited liability company and an indirect wholly owned subsidiary of the Parent (the "**Buyer**"), on the one hand, and SUDSIES GOLDBERG HOLDINGS, LLC, a Florida limited liability company ("**Sudsies Goldberg**"), JLOJB MANAGEMENT, LLC F/K/A SUDSIES MANAGEMENT LLC, a Florida limited liability company ("**JLOJB Management**"), THE JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED (the "**Loeb Trust**"), THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023 (the "**Baboun Trust**" and together with the Loeb Trust, individually, a "**Trust**" and collectively, the "**Trusts**"), JASON LOEB ("**Loeb**"), JORGE BABOUN ("**Baboun**"), and LUIS MORENO ("**Moreno**", and together with Loeb and Baboun, individually, a "**Member**" and collectively, the "**Members**"), and DAVIE DRY CLEANERS, LLC, a Florida limited liability company (the "**Company**"). The Company, Sudsies Goldberg, JLOJB Management, the Trusts, the Members are sometimes collectively referred to as the "**Seller Group.**"

RECITALS

WHEREAS, the Sudsies Goldberg owns one hundred percent (100%) of the issued and outstanding membership interests of the Company;

WHEREAS, the Company operates a garment care, textile cleaning, and repair business providing dry cleaning, laundering, wash-dry-fold services, pressing, finishing, stain treatment, and related garment and fabric care services for garments, clothing, footwear, handbags, rugs, and household textiles and other items, including, without limitation, shoe cleaning, handbag cleaning and repair, clothing alterations and tailoring, rug cleaning and repair, and the cleaning and repair of household items, including, but not limited to, drapery, pillows, bedding, and patio furniture cushions (the "**Business**");

WHEREAS, the Business includes the acceptance of customer items through retail drop-off, the return of cleaned or repaired items through customer pick-up, and the provision of scheduled or on-demand pickup and delivery services to customers' residences, offices, or other designated locations;

WHEREAS, the Business encompasses all activities related or incidental thereto, including, without limitation, customer intake, order processing, garment and item tagging, sorting, cleaning, laundering, pressing, finishing, repair, restoration, alteration, storage, routing, billing, and any other services or activities that may be performed through or in connection with the dry-cleaning, fabric care, or repair process, including any items that can be cleaned, repaired, restored, or otherwise improved through such processes;

WHEREAS, the parties to this Agreement wish to effect certain purchases and sales and related transactions with respect to the assets of the Company (collectively, the "**Transactions**") consisting of: (i) the sale to the Buyer by the Company of the Purchased Assets (as defined below) and the transfer to the Buyer by the Company of the Assigned Contracts (as defined below); and in consideration for the foregoing, (ii) the payment of the Purchase Price (as defined below) by the Buyer to the Company and the assumption by the Buyer of the Assumed Liabilities (as defined below); and

WHEREAS, each of the Members and Moreno have significant knowledge and experience relating to the Business and intimate knowledge of the Company's customers, processes, trade secrets and/or other business information, and has had discussions with the executive officers of the Parent regarding the direction and expansion plans of the Business following the Closing, and as result, the Members and Moreno desire to agree to the noncompetition, nonsolicitation, confidentiality, and other provisions set forth herein.

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

ARTICLE I
PURCHASE AND SALE

Section 1.01. **Purchase and Sale of Assets**.

(a) **Purchased Assets**. Subject to the terms and conditions set forth herein, the Company shall sell, transfer, convey, deliver and assign to the Buyer and the Buyer shall purchase, accept and assume the assets (the "**Purchased Assets**") set forth in Section 1.01(a) of the disclosure schedules (the '**Disclosure Schedules**"), free and clear of any and all mortgages, pledges, liens, charges, security interests, claims or other encumbrances ("**Encumbrances**"), but excluding the Assumed Liabilities (as defined below).

(b) **Assigned Contracts**. Subject to the terms and conditions set forth herein, the Company shall sell, transfer, convey, deliver and assign to the Buyer and the Buyer shall purchase, accept and assume all of the contracts of the Company, free and clear of any and all Encumbrances (collectively, the " **Assigned Contracts**"), but excluding the Assumed Liabilities.

(c) **Purchase Price; Encumbrances**. At the Closing, the Buyer shall pay the Purchase Price referred to in Section 1.04 (subject to the following sentence, Section 1.03, Section 1.04(b) and Section 1.08) to the Company or its designees, as specified in writing by the Seller Group to the Buyer at least two (2) business days prior to the Closing (as defined below). No less than three (3) business days prior to the Closing, the Seller Group shall provide to the Buyer payoff amounts and wire transfer instructions for all secured parties of the Company who have Encumbrances on the Purchased Assets or the Assigned Contracts (other than payoff amounts for Assumed Liabilities, including, without limitation, outstanding loans and related existing leases for Company's vehicles used in the Business which outstanding loans, will in the Parent's sole discretion, either be assumed by the Buyer or paid off by the Buyer at the Closing), and the Buyer shall make payments from the Purchase Price (as defined below) to such lenders (other than the lenders for outstanding loans for the Company's vehicles used in the Business) such that all the Encumbrances on the Purchased Assets and the Assigned Contracts are released at the Closing (other than Encumbrances on the Company's vehicles used in the Business).

Section 1.02. **Excluded Assets**. Notwithstanding the foregoing, the Purchased Assets shall not include any other assets of the Company not included in Section 1.01(a) of the Disclosure Schedules (the "**Excluded Assets**").

Section 1.03. **Liabilities**. Subject to the terms and conditions set forth herein, at the Closing, the Buyer shall assume, and agree to pay, perform and discharge all liabilities of the Company other than Excluded Liabilities, including, without limitation, all outstanding loans and existing leases for Company's vehicles used in the Business which outstanding loans, will in the Parent's sole discretion, either be assumed by the Buyer or paid off by the Buyer at the Closing and all obligations under the Facility Lease (as defined below) and the Assumed Contracts (collectively, the " **Assumed Liabilities**"). Without modifying the limited scope of the foregoing, the Buyer shall not be assuming, and the Company shall remain responsible for and shall promptly pay, perform and discharge all of the liabilities of the Company set forth in Section 1.03 of the Disclosure Schedules (collectively, the "**Excluded Liabilities**"), such that the Buyer will incur no liability or loss in connection therewith.

Section 1.04. **Purchase Price**. The aggregate purchase price for the Purchased Assets shall be $450,000 (the "**Purchase Price**").

(a) On the Closing Date, the Buyer shall pay to the Company an aggregate amount equal to the following (the "**Closing Cash Payment**"):

(i) the Purchase Price;

(ii) plus the amount, if any, by which the Closing Working Capital (as defined below) exceeds the Minimum Closing Working Capital (as defined below);

(iii) plus the amount, if any, by which the Closing Cash (as defined below) exceeds the Minimum Closing Cash Amount (as defined below);

(iv) minus the amount, if any, by which the Minimum Closing Working Capital exceeds the Closing Working Capital;

(v) minus, the amount, if any, by which the Minimum Closing Cash Amount exceeds the Closing Cash; and

(vi) minus, the Escrow Amount (as defined below).

(b) No later than ten (10) days prior to the Closing Date, the Company shall prepare and deliver to the Parent and the Buyer a statement in accordance with GAAP (defined below) setting forth the Company's good faith estimates of (i) the amount of cash to be transferred to the Buyer as part of the Purchased Assets, (ii) the amount of Working Capital to be transferred to the Buyer as part of the Purchased Assets and (iii) the calculation of the estimated Closing Cash Payment, as determined in accordance with Section 2.2(a) (the "**Estimated Closing Cash Payment**"). The Company shall permit the Parent and the Buyer and their representatives to have reasonable access and in a manner so as to not adversely affect the Business, prior to the Closing, to the books, personnel, records and other documents (including work papers) pertaining to or used in connection with the preparation of the Estimated Closing Date Statement.

(c) At the Closing, Buyer shall pay the Estimated Closing Cash Payment as follows:

(i) The Estimated Closing Cash Payment by wire transfer of immediately available funds to an account designated in writing by the Company to the Parent and the Buyer no later than three (3) Business Days prior to the Closing Date; and

(ii) $45,000 (the "**Escrow Amount**") via wire transfer of immediately available funds to an account designated by City National Bank of Florida (the "**Escrow Agent**") for funds held in a money market account with an ICS overlay, so that all funds are fully FDIC insured, to be held by the Escrow Agent for no less than twelve (12) months after the Closing Date; provided that a portion of the Escrow Amount equal to any Losses (as defined below) required to be paid by the Seller Group as of such twelve (12) month anniversary that have not been paid by the Seller Group shall not be released until such Losses have been paid, pursuant to the terms and conditions of an Escrow Agreement, dated as of the Closing Date, among the Escrow Agent, the Parent, and JLOJB, Inc., a Florida corporation ("**JLOJB**"), in the form set forth on Exhibit A (the "**Escrow Agreement**").

Section 1.05. **Adjustment of Closing Cash Payment**.

(a) Within one hundred and twenty (120) days after the Closing Date, the Parent shall prepare and deliver to the Company a statement (the "**Final Closing Date Statement**") setting forth its calculations of (A) the Closing Cash, (B) the Closing Working Capital and (C) the Final Closing Cash Payment (as defined below).

(b) After receipt of the Final Closing Date Statement, the Company shall have forty-five (45) days (the "**Review Period**") to review the Final Closing Date Statement. On or prior to the last day of the Review Period, the Company may object to the Final Closing Date Statement by delivering to the Parent a written statement setting forth the Company's objections in reasonable detail, indicating each disputed item or amount and the basis for the Company's disagreement therewith (the "**Statement of Objections**"). If the Company fails to deliver the Statement of Objections before the expiration of the Review Period, the Final Closing Date Statement and the calculations contained therein shall be deemed to have been accepted by the Company and shall be final and binding. If the Company delivers the Statement of Objections before the expiration of the Review Period, the Parent and the Company shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "**Resolution Period**"), and, if the same are so resolved within the Resolution Period, the Final Closing Date Statement and the calculations contained therein, in each case with such changes as may have been previously agreed in writing by the Parent and the Company, shall be final and binding and shall not be subject to judicial review. If the Company and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute ("**Disputed Amounts**") shall be submitted for resolution to an independent accounting firm (the "**Independent Accountant**") for determination any and all matters from the Statement of Objections that remain in dispute. The Independent Accountant shall be a firm with no business ties to any of the Company, the Parent, the Buyer, or any of their Affiliates (as defined below), within the past three (3) years, and shall be mutually agreed to and selected by the Company and Buyer. The parties hereto agree that all adjustments shall be made without regard to materiality and that the items set forth on the Final Closing Date Statement shall be determined in accordance with the definitions and provisions of this Agreement. The Independent Accountant shall only decide the specific items under dispute by the parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Final Closing Date Statement and the Statement of Objections, respectively. Each of Buyer and the Company shall be afforded the opportunity to present to the Independent Accountant any materials related to the determination and to discuss the determination with the Independent Accountant; provided, however, that each such party will provide the other with copies of any materials provided to the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid based upon the percentage that the amount actually contested but not awarded to the Company or Buyer, respectively, bears to the aggregate amount actually contested by the Company and Buyer, as determined by the Independent Accountant. For example, if Buyer claims that the Closing Working Capital is $1,000,000, the Company claims that the Closing Working Capital is $1,500,000, and the Independent Accountant determines that the Closing Working Capital is $1,200,000, then the costs and expenses of the Independent Accountant will be allocated 60% (i.e., 300,000 ÷ 500,000) to the Company and 40% (i.e., 200,000 ÷ 500,000) to Buyer. The parties shall use their commercially reasonable efforts to cause the Independent Accountant to resolve the Disputed Amounts and make any adjustments to the Final Closing Date Statement and the calculations contained therein as soon as practicable, and in any event within thirty (30) days (or such other time as the parties hereto shall agree in writing) after their engagement; provided, however, that any delay on the part of the Independent Accountant shall not invalidate any resolutions or other determinations of the Independent Accountant in this regard or deprive the Independent Accountant of jurisdiction to resolve the disputes submitted to it pursuant to this Section 2.3. The Independent Accountant's adjustments to the Final Closing Date Statement and the calculations contained therein shall be conclusive and binding upon the parties hereto and shall not be subject to judicial review absent manifest error.

(c) Within five (5) business days after the Final Closing Cash Payment becomes final and binding upon the Parties (whether as a result of the Company's failure to object to the Final Closing Date Statement within the forty-five (45) day period provided above, by mutual agreement of the Company and Buyer or by determination of the Independent Accountant), the Company shall pay to Buyer, or Buyer shall pay to the Company (if and as applicable), as follows:

(i) If the Final Closing Cash Payment is less than the Estimated Closing Cash Payment (the amount by which the Final Closing Cash Payment is less than the Estimated Closing Cash Payment will be referred to herein as the "**Decrease Amount**"), then, within five (5) Business Days of the final determination of the Final Closing Cash Payment pursuant to this Section 1.05, the Company shall pay to Buyer an amount of cash equal to the Decrease Amount by wire transfer in immediately available funds to the account designated in writing by Buyer to the Company for such purpose.

(ii) If the Final Closing Cash Payment is greater than the Estimated Closing Cash Payment (the amount by which the Final Closing Cash Payment is greater than the Estimated Closing Cash Payment will be referred to herein as the "**Increase Amount**"), then, within five (5) Business Days of the final determination of the Final Closing Cash Payment pursuant to this Section 1.05, Buyer shall pay to the Company an amount of cash equal to the Increase Amount by wire transfer in immediately available funds to the accounts designated in writing by the Company to Buyer for such purpose.

(d) For all purposes of the adjustments provided in Section 1.04 hereof and this Section 1.05, Working Capital and Cash shall be calculated in accordance with modified United States Generally Accepted Accounting Principles ("**GAAP**"), consistently applied, but excluding supply inventory and work in process, in the same manner and using the same methods used in determining the amount of each of such items which compose such values as set forth on the combined balance sheet of the Company as of the Closing Date (the "**Closing Balance Sheet**") which such balance sheet shall be prepared in accordance with GAAP and delivered to the Parent within two (2) business days prior to the Closing.

(e) For purposes of clarification, examples of the adjustments contemplated in Section 1.04, Section 1.05 and Section 1.06 are set forth on Schedule 1.05(e) of the Disclosure Schedule.

(f) For purposes of this Agreement:

(i) "**Cash**" means, as at a specified date, all cash, certificates of deposit, bank deposits, negotiable instruments, marketable securities and other cash equivalents of the Company.

(ii) "**Closing Cash**" the Cash of the Company as of the Closing Date.

(iii) "**Closing Working Capital**" means the combined Working Capital of the Company as of the Closing Date as shown on the Closing Balance Sheet.

(iv) "**Customer Deposits**" means customer deposits or prepayments including (i) prepayments made by customers in connection with unfulfilled service orders, if any, and (ii) prepayments made by customers in connection with other advance payments or credits for services not yet rendered, and (iii) any other form of customer prepayments for unfiled sales and/or service orders, in each case, as of the Closing Date calculated in accordance with the methods set forth in this Agreement as set forth on the Estimated Closing Date Statement.

(v) "**Final Closing Cash Payment**" means the Closing Cash Payment, as finally determined in accordance with this Section 1.05 hereof.

(vi) "**Minimum Closing Cash Amount**" means cash in an amount equal to Customer Deposits.

(vii) "**Minimum Closing Working Capital**" means Working Capital of at least $90,000.

(viii) "**Working Capital**" is defined in Section 1.05(f)(xi) of the Disclosure Schedules.

Section 1.06. **Accounts Receivable Adjustment**. From the Closing Date through ninety (90) days after the Closing Date, ninety (90) days after the date such are required to be paid in accordance with the terms of the applicable contract or purchase order (as applicable), the Parent and Buyer shall use their commercially reasonable efforts to collect the Accounts Receivable. Any partial receipts of Accounts Receivable shall be first applied against the oldest outstanding Accounts Receivable of such account debtor. In the event that the Parent or Buyer is unable to collect any part of the Accounts Receivable (the " **Uncollected Accounts Receivable**") upon the conclusion of such ninety (90) day anniversary or such ninety (90) day period, as the case may be, then, at the discretion of the Parent, the Working Capital shall be decreased by such amount of Uncollected Accounts Receivable in determining the Working Capital set forth on the Final Closing Date Statement pursuant to Section 1.05(a), and payment by the Seller Group for such Uncollected Accounts Receivable shall be made by the Seller Group to the Parent (at the sole election of the Parent) by wire transfer in immediately available funds or offset of such amount against the Escrow Amount, or upon mutual agreement of the Company and Parent. Notwithstanding the foregoing, if the Parent and the Company mutually agree, the Uncollected Accounts Receivable may be handled in a manner mutually acceptable to the Seller Group and the Parent, or the Parent may assign the Uncollected Accounts Receivable to the Company which shall be entitled to collect the Uncollected Accounts Receivable for its sole benefit. In such latter event, the Seller Group shall have the right to pursue the collection of the Uncollected Accounts Receivable prior to the expiration of the applicable statute of limitation for collection of such funds and the Seller Group's collection of such Accounts Receivable shall be consistent with the past practices of the Company, which include, among other things, commercially reasonable efforts not to injure any customer relationships of the Company or of the Business as it relates to the Parent after the Closing. For the purposes of this Agreement, "Accounts Receivable" means, as of the Closing Date, any trade accounts receivable, notes receivable, employee advances and other miscellaneous receivables of the Company and any security, claim, remedy or other right related to any of the foregoing, and for the avoidance of doubt shall include any and all receivables for sales processed by the Company prior to the Closing Date.

Section 1.07. **Purchase Price Allocation**. The Buyer and the Seller Group agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all tax purposes as set forth on Section 1.07 of the Disclosure Schedules (the "**Allocation Schedule**"). The Buyer and the Company agree that: (i) they shall file (or shall cause to be filed) Form 8594 under Section 1060 of the Code and all other applicable Tax Returns (as defined below) and forms consistent with the Allocation Schedule; and (ii) in the course of any examination, audit or other proceeding with respect to any Tax Return or Tax (as defined in Section 3.17(n)) and (o) below), will take no position, and cause its Affiliates to take no position, inconsistent with the Allocation Schedule for Tax purposes, unless required by applicable law.

Section 1.08. **Withholding Tax**. The Buyer shall be entitled to deduct and withhold from consideration otherwise payable pursuant to this Agreement all amounts that the Buyer may be required to deduct and withhold under any applicable law relating to Taxes. All such withheld amounts shall be treated as delivered to the Company hereunder.

ARTICLE II
CLOSING

Section 2.01. **Closing**. The closing of the Transactions (the "**Closing**") shall take place remotely by wiring of funds and exchange of documents and signatures (or their electronic counterparts) at 10:00 a.m. (eastern time), within three (3) business days after the satisfaction or waiver, in writing, of all conditions to Closing set forth in this Agreement, or at such other date, time or place as may be mutually agreed to in writing by the parties hereto (the "**Closing Date**"). The Closing shall be deemed to take place at 12:01 a.m. on the Closing Date.

Section 2.02. **Conditions to Closing Obligation of the Parent and Buyer**. The obligation of the Parent and the Buyer to consummate the Transactions and to enter into each agreement to be executed in connection with this Agreement at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the Parent in its sole discretion):

(a) The representations and warranties of the Seller Group set forth in this Agreement and in each agreement to be executed in connection with this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent that any representation or warranty is limited by its terms to a specific date, in which case such representation or warranty need only be true and correct as of such date, and except that those representations and warranties that are modified as to materiality or contain a qualification referring to a "material adverse effect" or any similar modification or qualification shall be true and correct in all respects.

(b) The Seller Group shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement and by each agreement to be executed in connection with this Agreement to be so performed or complied with by the Seller Group at or before the Closing (including but not limited to the obligation to execute and deliver the documents required to be executed and delivered pursuant to Section 2.04(a)).

(c) Since the date of this Agreement, there shall not have occurred any event, occurrence, fact, condition, change or effect that has a materially adverse effect on the Business, the Purchased Assets, the Assigned Contracts or the Assumed Liabilities, operations or results of operations of the Business, prospects, or condition (financial or otherwise) of the Business taken as a whole.

(d) There shall not be in effect on the Closing Date any order or law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement or that could reasonably be expected to otherwise result in a material diminution of the benefits of the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement to the Parent, and there shall not be pending or threatened on the Closing Date any Action (as defined below) in, before or by any governmental authority that could reasonably be expected to result in the issuance of any such order or the enactment, promulgation or deemed applicability of any such law to the Parent, the Buyer, the Members, the Trusts, JLOJB Management, Sudsies Goldberg, the Company or the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement.

(e) Other than changes in ownership to be filed with the U.S. Parent & Trademark Office with regard to the change in ownership of the Company, all consents, approvals and actions of, filings with and notices necessary of any governmental authority to permit the Seller Group to perform their respective obligations under this Agreement and under each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby (i) shall have been duly obtained, made or given, (ii) shall be in form and substance reasonably satisfactory to the Parent, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(f) All consents (or waivers in lieu thereof) (including, without limitation, the consents set forth on Schedule 3.03) to the performance by the Seller Group of their respective obligations under this Agreement and under each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby without violating any law or breaching (or giving rise to a right to terminate) any contract, (i) shall have been obtained, (ii) shall be in form and substance reasonably satisfactory to the Parent, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(g) All required proceedings to be taken on the part of the Seller Group in connection with the Transactions and all documents incident thereto shall be reasonably satisfactory in form and substance to the Parent, and the Parent shall have received copies of all such documents and other evidence as the Parent may reasonably request in order to establish the consummation of such Transactions and the taking of all proceedings in connection therewith.

(h) There shall not exist any material Encumbrances on any of the Purchased Assets or any of the Assigned Contracts (other than the Assumed Liabilities and Encumbrances on the Assumed Liabilities).

(i) All accounts payable of the Company arose in bona fide arm's length transactions in the ordinary course of Business and no account payable is delinquent by more than forty-five (45) days in its payment.

(j) The simultaneous closings of the transactions contemplated by those certain (i) Asset Purchase Agreement by and among the Parent and Garment Care Services, LLC, a Delaware limited liability company, on the one hand, and the Trusts, Loeb, Baboun and JLOJB; (ii) Asset Purchase Agreement by and among the Parent and GCS 12711 Plant, LLC, a Florida limited liability company, on the one hand, and the Trusts, Loeb, Baboun and JLOJB, on the other hand; (iii) Asset Purchase Agreement by and among the Parent and Garment Care Services, LLC, a Delaware limited liability company, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management LLC f/k/a/ Sudsies Management, LLC, a Florida limited liability company, the Trusts Loeb, Baboun, Moreno, Sudsies Operations North, LLC f/k/a Sudsies Boca LLC, a Florida limited liability company, and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; and (iv) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun, Shmuel Rudski and JLOJB On-Site, LLC f/k/a/ Sudsies On-Site, LLC, a Florida limited liability company, on the other hand.

Section 2.03. **Conditions to Closing Obligation of the Seller Group.** The obligations of the Seller Group to consummate the Transactions and to enter into each agreement to be executed in connection with this Agreement at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the Seller Group in its sole discretion):

(a) The representations and warranties of the Parent and the Buyer set forth in this Agreement and in each agreement to be executed in connection with this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent that any representation or warranty is limited by its terms to a specific date, in which case such representation or warranty need only be true and correct as of such date, and except that those representations and warranties that are modified as to materiality or contain a qualification referring to a "material adverse effect" or any similar modification or qualification shall be true and correct in all respects.

(b) The Parent and the Buyer shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement and by each agreement to be executed in connection with this Agreement to be so performed or complied with by the Parent and the Buyer at or before the Closing (including but not limited to the obligation to execute and deliver the documents required to be executed and delivered pursuant to Section 2.04(b)).

(c) All consents, approvals and actions of, filings with and notices to any governmental authority necessary to permit the Parent and the Buyer to perform of their respective obligations under this Agreement and by each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby, (i) shall have been duly obtained, made or given, (ii) shall be in form and substance reasonably satisfactory to the Seller Group, (iii) not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any governmental authority necessary for the consummation of the Transactions shall have occurred.

(d) All consents (or waivers in lieu thereof) (including, without limitation, the consents set forth on Section 3.03 of the Disclosure Schedules) to the performance by the Parent and the Buyer of their respective obligations under this Agreement and by each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby (i) shall have been obtained, (ii) shall be in form and substance reasonably satisfactory to the Seller Group, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(e) All required proceedings to be taken on the part of the Parent and the Buyer in connection with the Transactions and all documents incident thereto shall be reasonably satisfactory in form and substance to the Seller Group, and the Seller Group shall have received copies of all such documents and other evidence as the Seller Group may reasonably request in order to establish the consummation of such Transactions and the taking of all proceedings in connection therewith.

(f) The simultaneous closings of the transactions contemplated by those certain (i) Asset Purchase Agreement by and among the Parent and Garment Care Services, LLC, a Delaware limited liability company, on the one hand, and the Trusts, Loeb, Baboun and JLOJB; (ii) Asset Purchase Agreement by and among the Parent and GCS 12711 Plant, LLC, a Florida limited liability company, on the one hand, and the Trusts, Loeb, Baboun and JLOJB, on the other hand; (iii) Asset Purchase Agreement by and among the Parent and Garment Care Services, LLC, a Delaware limited liability company, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management LLC f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts Loeb, Baboun, Moreno, Sudsies Operations North, LLC f/k/a Sudsies Boca LLC, a Florida limited liability company, and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; and (iv) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun, Shmuel Rudski and JLOJB On-Site, LLC f/k/a/ Sudsies On-Site, LLC, a Florida limited liability company, on the other hand.

Section 2.04. **Closing Deliverables**.

(a) At the Closing, the Seller Group shall deliver to the Parent and Buyer the following:

(i) the Escrow Agreement, duly executed by JLOJB;

(ii) a bill of sale in the form of Exhibit B hereto (the "**Bill of Sale**"), duly executed by the Company, transferring the Purchased Assets to the Buyer;

(iii) an assignment and assumption agreement in the form of Exhibit C hereto (the "**Assignment and Assumption Agreement**"), duly executed by the Company effecting the assignment to and assumption by the Buyer of the Assigned Contracts;

(iv) the facility lease in the form of Exhibit D hereto (the "**Facility Lease**") relating to 112 Davie Blvd., Fort Lauderdale, FL 33315, duly executed by JLOJB 112, LLC f/k/a Sudsies 112, LLC, as Landlord, and the Buyer, as Tenant;

(v) Noncompetition Agreements, in the form of Exhibit E-1 hereto (the "**Key Officer Noncompetition Agreements**"), duly executed by the Person set forth on Section 2.04(a)(v) of the Disclosure Schedules under the heading "Key Officers"), Noncompetition Agreements, in the form of Exhibit E-2 hereto (the "**Key Employee Noncompetition Agreements**"), duly executed by the Persons set forth on Section 2.04(a)(v) of the Disclosure Schedules under the heading "Key Employees") and Noncompetition Agreements, in the form of Exhibit E-3 hereto (the "**Goldberg Noncompetition Agreement**"), duly executed by Brett Goldberg;

(vi) copies of all consents, approvals, waivers and authorizations referred to in Section 3.03 of the Disclosure Schedules;

(vii) an IRS Form W-9 completed and executed by the Company;

(viii) a certificate, duly executed by the Members and the President of the Company, certifying as to the matters set forth in Section 2.02(a), Section 2.02(b) and 2.02(c).

(ix) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of the Company certifying as to (A) the organizational documents of the Company, (B) resolutions of the managers and/or members of the Company, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the Transactions, and (C) the names and signatures of the officers of the Company authorized to sign this Agreement and the documents to be delivered hereunder;

(x) all of the books and records of the Company relating to the Business;

(xi) evidence, satisfactory to Parent, of the release and satisfaction of all Encumbrances on the Purchased Assets and Assigned Contracts (other than Encumbrances on the Assumed Liabilities);

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

(b) At the Closing (or as otherwise indicated), the Buyer shall deliver to the Company the following:

(i) to the account designated by the Company at least three (3) business days prior to the Closing Date by the Company in a written notice to the Buyer and Parent an amount equal to the Estimated Closing Cash Payment, by wire transfer of immediately available funds;

(ii) the Escrow Amount shall be wired to an account designated by the Escrow Agent;

(iii) the Escrow Agreement, duly executed by the Parent;

(iv) the Bill of Sale, duly executed by the Buyer;

(v) the Assignment and Assumption Agreement, duly executed by the Buyer

(vi) the Facility Lease, duly executed by the Buyer;

(vii) the Key Officer Noncompetition Agreements, the Key Employee Noncompetition Agreements and the Goldberg Noncompetition Agreement, duly executed by the Buyer;

(viii) a certificate, duly executed by the Chief Executive Officer of the Parent and the sole member of the Buyer, certifying as to the matters set forth in Section 2.03(a) and Section 2.03(b).

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER GROUP

The Company, the Trusts, JLOJB Management, Sudsies Goldberg, and the Members, jointly and severally, hereby represent and warrant to the Parent and the Buyer, subject to such exceptions as are specifically disclosed in the Disclosure Schedules, as set forth below. For purposes of this ARTICLE III, "the Seller Group's Knowledge," "Knowledge of the Seller Group" and any similar phrases shall mean the actual knowledge of any manager, officer or member of the Company, provided, however, such person shall be deemed to have "knowledge" of a particular fact, circumstance or other matter if a reasonably prudent person would be expected to become aware of such fact, circumstance or other matter.

Section 3.01. **Organization**. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has full corporate power and authority to conduct the Business as and, to the extent now conducted, to own, use and lease its assets. Except as set forth in Schedule 3.01(a), the Company is not required to be qualified, licensed or admitted to do business in any other jurisdiction. The names, titles and other positions of all of the officers, managers and/or members of the Company are listed in section 3.01(a) of the Disclosure Schedules.

Section 3.02. **Authority and Enforceability**.

(a) Each Member has the power, authority and full legal capacity to execute this Agreement and the documents to be delivered hereunder to which he is a party and perform his obligations hereunder and thereunder. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by each Member and, assuming the due authorization, execution and delivery by the Buyer and/or the Parent, constitute the legal, valid and binding obligations of such Member, enforceable against them in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(b) The Company has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by the Company of this Agreement and the documents to be delivered hereunder and the performance by the Company of its obligations hereunder and thereunder have been duly and validly authorized by its managers, and/or members, and no other action on the part of the Company or its members is necessary. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of the Company, enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(c) Each of Sudsies Goldberg and JLOJB Management has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by each of Sudsies Goldberg and JLOJB Management of this Agreement and the documents to be delivered hereunder to which it is a party and the performance by each of Sudsies Goldberg and JLOJB Management of its obligations hereunder and thereunder have been duly and validly authorized by its managers and/or members, and no other action on the part of Sudsies Goldberg and JLOJB Management or its members is necessary. This Agreement and the documents to be delivered hereunder to which Sudsies Goldberg and JLOJB Management is a party have been duly and validly executed and delivered by Sudsies Goldberg and JLOJB Management and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of Sudsies Goldberg and JLOJB Management enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(d) Each Trust has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by such Trust of this Agreement and the documents to be delivered hereunder to which it is a party and the performance by such Trust of its obligations hereunder and thereunder have been duly and validly authorized by such Trust and its trustee, and no other action on the part of such Trust or its trustee is necessary. This Agreement and the documents to be delivered hereunder to which the Trusts are a party have been duly and validly executed and delivered by such Trust and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of such Trust, enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

Section 3.03. **No Conflicts; Consents**. Except as disclosed in Section 3.03(a) of the Disclosure Schedules, the execution, delivery and performance by the Seller Group of this Agreement and the documents to be delivered hereunder, and the consummation of the Transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of the Company; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Seller Group or the Purchased Assets; (c) subject to obtaining the consents referenced below, conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Seller Group is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. Except as disclosed in Section 3.03(b) of the Disclosure Schedules, no consent, approval, waiver or authorization is required to be obtained by the Seller Group from any Person (including any governmental authority or vendor or supplier of the Company), and the Seller Group is not required to make any filing with or give any notice to any Person (including any governmental authority or vendor or supplier of the Company), in connection with the execution, delivery and performance by the Seller Group of this Agreement and the consummation of the Transactions contemplated hereby and in any document to be delivered hereunder. "Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, joint venture, vendor, supplier, other business organization, trust, union, association or governmental authority of any nature.

Section 3.04. **Equity Interests**. Section 3.04 of the Disclosure Schedules sets forth a complete and correct list of the authorized and issued membership interests of the Company. Such membership interests have been duly authorized and validly issued, is fully paid and non-assessable and was not issued in violation of, and is not subject to, any preemptive rights or other similar rights of any Person. There is no contract or other instrument outstanding that directly or indirectly: (i) calls for the issuance, sale, grant or other disposition of membership interests of the Company or securities that are convertible into, or have other rights to acquire, any securities of the Company; (ii) obligates the Company to grant, offer or enter into any of the foregoing; or (iii) relates to the voting or control of the membership interests of the Company. JLOJB Management owns, beneficially and of record, the membership interests of the Company listed opposite its name on Section 3.04 of the Disclosure Schedules, free and clear of any Encumbrances.

Section 3.05. **Title to Purchased Assets**. The Company owns and has good title to its Purchased Assets, free and clear of Encumbrances.

Section 3.06. **Condition and Sufficiency of Assets**. The Purchased Assets are in good condition (reasonable wear and tear excepted) and are adequate for the uses to which they are being put, and none of such Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance or repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

Section 3.07. **Inventory.** All inventory, finished goods, raw materials, work in progress, packaging, supplies, cleaning products, consumables, all operational supplies customarily used in the conduct of the Business and other inventories included in the Purchased Assets consist of a quality and quantity usable and salable in the ordinary course of business.

Section 3.08. **Intellectual Property**.

(a) "**Intellectual Property**" means any and all: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing). For purposes of clarity, Intellectual Property does not include any rights, title or interest in or to any widely-available off-the-shelf software.

(b) Section 3.08 of the Disclosure Schedules lists all Intellectual Property included in the Purchased Assets ("**Purchased IP**"). The Seller Group owns or has adequate, valid and enforceable rights to use all the Purchased IP, free and clear of all Encumbrances. The Seller Group is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any Person.

(c) The Seller Group's prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property rights of any Person and there are no claims pending or threatened by any Person with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. No Person is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither the Seller Group nor any Affiliate of the Seller Group has made or asserted any claim, demand or notice against any Person alleging any such infringement, misappropriation, dilution or other violation.

Section 3.09. **Assigned Contracts.** Each Assigned Contract is valid and binding on the Company in accordance with its terms and is in full force and effect. None of the Seller Group or, to the Seller Group's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. To the Seller Group's Knowledge, other than obtaining any required consents, no event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assigned Contract have been made available to the Buyer. There are no disputes pending or, to the Knowledge of the Seller Group, threatened under any Assigned Contract.

Section 3.10. **Permits**. Section 3.10 of the Disclosure Schedules lists all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the "**Transferred Permits**"). The Transferred Permits are valid and in full force and effect. All fees and charges with respect to such Transferred Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Transferred Permit.

Section 3.11. **Financial Statements**. Complete copies of (i) the unaudited combined financial statements consisting of the balance sheet of the Company as at December 31, 2025, and the related statements of income and retained earnings, member's equity and cash flow for the year then ended, and (ii) the unaudited combined financial statements consisting of the balance sheet of the Company as at May 31, 2026 and the related statements of income and retained earnings, member's equity and cash flow for the five-month period then ended (collectively, the "**Financial Statements**") are set forth on Section 3.11 of the Disclosure Schedules. The Financial Statements fairly present in all material respects the financial condition of the Company at the date thereof and the results of operations of the Company for fiscal periods reported upon thereon, and are generally consistent with the accounting records of the Company (which accounting records are true, correct and complete in all material respects, except as set forth in such Schedule).

Section 3.12. **Absence of Changes**. Since December 31, 2025, the Company has been operated in the ordinary course consistent with past practice and there has not been any material adverse effect with respect to the Company or any event or development that, individually or together with any or all other such events, could reasonably be expected to result in a material adverse effect with respect to the Company

Section 3.13. **Employee Benefit Matters** .

(a) Section 3.13 of the Disclosure Schedules contains a list of each material benefit, retirement, employment, consulting, compensation, incentive, bonus, option, restricted unit, unit appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare and fringe-benefit agreement, plan, policy and program in effect and covering one or more employees of the Company, former employees of the Business, current or former managers of the Business or the beneficiaries or dependents of any such persons, and is maintained, sponsored, contributed to, or required to be contributed to by the Company, or under which the Company has any material liability for premiums or benefits (as listed on Section 3.13 of the Disclosure Schedules, each, a "**Benefit Plan**").

(b) To Seller Group's Knowledge, each Benefit Plan and related trust complies with all applicable laws. Each Benefit Plan (a '**Qualified Benefit Plan**") that is intended to be qualified under Section 401(a) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to the Seller Group's Knowledge, nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from the Internal Revenue Service, as applicable. With respect to any Benefit Plan, to the Seller Group's Knowledge, no event has occurred or is reasonably expected to occur that has resulted in or would subject Seller to a tax under Section 4971 of the Code or the Purchased Assets to a lien under Section 430(k) of the Code.

Section 3.14. **Employee Matters**. Set forth in Section 3.14 of the Disclosure Schedules is a copy of the 2025 and present payroll summary of the Company which lists all employees who as of the date thereof and hereof were and are actively employed either full or part time by the Company and their respective positions, hire dates, termination dates (if applicable), base wage rates, and the amount of any other compensation.

Section 3.15. **Real Property**. The Company does not own any real property. All real property leased for a period greater than one (1) month by the Company is listed on Section 3.15 of the Disclosure Schedules (collectively, the "**Leased Real Property**"). The Company (i) has a valid and enforceable leasehold interest with respect to each item of Leased Real Property leased by it, subject to no Encumbrances (other than those contained in the underlying leases, real estate taxes and existing and future mortgages thereon), and (ii) is in possession of and has quiet enjoyment of each item of Leased Real Property leased by it. None of the Leased Real Property is subject to any sublease of all or any portion thereof and no Person other than the Company has any right to occupy any of the Leased Real Property. The Leased Real Property is adequate for the current needs of the Company and the anticipated needs of the Company. All of the leasehold improvements at the Leased Real Property are adequate for the current needs of the Company and are in good condition, ordinary wear and tear excepted. There is no pending or, to the Knowledge of the Seller Group, proposed, anticipated or contemplated, annexation, condemnation, eminent domain or similar proceeding, or any zoning or tax (except for owner's protest of current real estate tax assessments) or assessment proceeding affecting, or that may affect, all or any portion of the Leased Real Property.

Section 3.16. **Environmental Matters** .

Except as set forth on Section 3.16 of the Disclosure Schedules, the Company represents the following:

(a) The operations of Company with respect to the Business, Leased Real Property, and the Purchased Assets are currently in and have at all times been in compliance with all Environmental Laws. The Company has not received from any Person, with respect to the Business, Leased Real Property, or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing liabilities or requirements as of the Closing Date.

(b) The Company and its Affiliates have obtained and is in material compliance with all Environmental Permits (each of which is disclosed on Section 3.16(b) of the Disclosure Schedules) reasonably necessary for the conduct of the Business as currently conducted and for the ownership, lease, operation, or use of the Purchased Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with all applicable Environmental Law, and the Company is not aware of any condition, event, or circumstance that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation, or use of the Purchased Assets. With respect to any such Environmental Permits, the Company has undertaken, or will undertake prior to the Closing Date, all reasonable measures necessary to facilitate transferability of the same to the extent transferrable, the Company is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any revocation, rescission, or material adverse change in the status or terms and conditions of the same.

(c) None of the Business or the Purchased Assets or any real property or site currently or formerly owned, leased, or operated by the Company or any of its Affiliates in connection with the Business is listed on, or has been proposed for listing on, or has disposed of waste material at any site listed on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) There has been no Release of Hazardous Materials in contravention of Environmental Law, or that could reasonably be expected to give rise to an investigation, remedial or corrective actions, or other Liabilities on the part of the Company pursuant to Environmental Law, with respect to the Business, Leased Real Property, or the Purchased Assets or any real property or site currently owned, operated, or used or formerly owned, leased, operated, or used by the Company in connection with the Business. There is no evidence of soil or groundwater contamination in violation of Environmental Law on the Leased Real Property. The Company has not received an Environmental Notice that any of the Business or the Purchased Assets or real property or site currently or formerly owned, leased, operated, or used by the Company in connection with the Business (including soils, groundwater, surface water, buildings, and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, the Company or any of its Affiliates.

(e) There are no past, pending, or, to the Knowledge of the Company, threatened Environmental Claims against the Company or any other Person occupying, using, or conducting operations on the Leased Real Property.

(f) Neither the Company nor any of its Affiliates has retained or assumed, by contract or operation of law, any liabilities of third parties under Environmental Law.

(g) The Company has provided or otherwise made available to Buyer and listed on Section 3.16(g) of the Disclosure Schedules: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, compliance assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property or site currently or formerly owned, leased, or operated by the Company in connection with the Business which are in the possession or control of the Company related to compliance with Environmental Laws, Environmental Claims, or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit, or otherwise control pollution and/or emissions, manage waste, or otherwise ensure compliance with current Environmental Laws (including, without limitation, costs of remediation, pollution control equipment, and operational changes).

(h) Neither the Company nor any of its Affiliates has entered into or agreed to enter into (and does not contemplate entering into) any consent decree or order, and the Company is not subject to any judgment, decree or judicial or administrative order relating to compliance with, or the cleanup of Hazardous Materials under, any applicable Environmental Laws.

(i) With respect to the operation of the Business or the Leased Real Property, neither the Company nor to its Knowledge any of its corporate predecessors or Affiliates have treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, or released any Hazardous Materials on the Leased Real Property or any real property adjacent to the Leased Real Property, or directly or indirectly on any other real property in violation in any material respects of Environmental Laws or in a manner that would be reasonably likely to result in material liability, or owned or operated the Business or Leased Real Property, so as to give rise to any current or future Environmental liabilities, including any liability for fines, penalties, response costs, corrective action costs, personal injury, property damage, natural resources damage or attorneys' fees, pursuant to any Environmental Law.

(j) The Company is not aware of and does not reasonably anticipate, as of the Closing Date, any condition, event, or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede, or materially increase the costs associated with the ownership, lease, operation, performance, or use of the Business or the Purchased Assets as currently carried out.

(k) To the Knowledge of the Company, there are no PCBs or PCB containing equipment or materials, PFAS or PFAS containing equipment or materials, or asbestos or asbestos containing materials, located on or at the Leased Real Property.

(l) To the Knowledge of the Company, Section 3.16(l) of the Disclosure Schedules contains a complete and accurate list of all active or abandoned aboveground or underground storage tanks owned or operated by the Company at the Leased Real Property or as part of the Purchased Assets, all of which have been used and maintained in compliance in all material respects with all Environmental Laws.

(m) The Parties acknowledge that Buyer may, at its sole cost and expense, engage an environmental consultant to conduct environmental investigation(s) at the Leased Real Property, including invasive sampling. In the event Buyer conducts such an environmental investigation, the Company shall coordinate access to facilitate such investigation; provided, that, any such investigation shall not unreasonably interfere with the Business.

(n) For purposes of this Agreement:

(i) "**Environment**" means soil, land, surface and subsurface strata, surface waters (including navigable and non-navigable inland and ocean waters), groundwaters, drinking water supply, stream sediments, indoor or outdoor ambient air, plant and animal life, and any other environmental medium or natural resource.

(ii) "**Environmental Law**" means any federal, state or local law or governmental order relating to or for the protection of the environment, pollution (or cleanup thereof) and occupational health and safety, including without limitation any statute, regulation, and judicial and/or administrative decision or order pertaining to (i) the prohibition, regulation, or control, exposure to, monitoring and cleanup of any Hazardous Material; (ii) the treatment, storage, disposal, generation, processing, production, and transportation of Hazardous Materials; (iii) air (including indoor air), water, radiation, and noise pollution; (iv) groundwater and soil contamination; (v) the release or threatened release into the environment of Hazardous Materials, including without limitation emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals; (vi) the protection of wild life, marine life and wetlands, including without limitation all endangered and threatened species, human health or safety; and (vii) manufacturing, processing, using, distributing, treating, storing, disposing, transporting, or handling of Hazardous Materials, all as amended to date. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Safe Water Drinking Act, 42 U.S.C. §300f et seq., and any appliable heath advisory; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(iii) "**Hazardous Materials**" means any waste, pollutant, contaminant, hazardous substance, toxic, ignitable, reactive or corrosive substance, hazardous waste, special waste, industrial substance, by-product, process intermediate product or waste, petroleum or petroleum-derived substance or waste, chemical liquids or solids, perchloroethylene, liquid or gaseous products, or any constituent of any such substance or waste, the use, handling or disposal of which by the Company is in any way governed by or subject to any applicable Environmental Law, but shall not include limited and reasonably necessary quantities of ordinary household or commercial supplies of any of the foregoing and repair, maintenance and cleaning supplies used in the ordinary operation of a commercial building which are maintained, stored and used in accordance with all Environmental Laws.

(iv) "**Environmental Permit**" means any Permit, letter, clearance, waiver, license, closure, notification, decision, or other action required under or issued, granted, given, authorized by, or made pursuant to Environmental Law.

(v) "**Release**" or "**Released**" means any release, spill, emission, overflow, leaking, pumping, pouring, dumping, emptying, discharge, disposing, deposit, injection, escaping, leaching, seepage, infiltration, introduction, or migration of any Hazardous Waste, whether intentional or accidental, unauthorized, of any substance into the Environment, into or out of any property, into or out of any building or other improvements.

Section 3.17. **Taxes**. Except as set forth on Section 3.17 of the Disclosure Schedules:

(a) All Tax Returns of, or with respect to, the Company, the Business and the Purchased Assets have been timely filed (including time granted extensions) with the appropriate governmental entity and are true, correct and complete in all respects and were prepared in compliance with all applicable laws.

(b) All Taxes that are due and payable of, or with respect to, the Company, the Business and the Purchased Assets (whether or not shown on any Tax Return) have been timely paid in full.

(c) With respect to the Company, the Business and the Purchased Assets, the Company has not (i) waived any statute of limitations with respect to any Tax Return or Taxes, (ii) agreed to any extension of time for filing any Tax Return, or (iii) consented to extend the period in which any Tax may be assessed or collected by any governmental entity and no such request to waive or extend is outstanding with the exception of the 2025 filings which will be filed prior to Closing.

(d) To the Knowledge of the Company, no Tax audits, claims, examinations, disputes, investigations or administrative or judicial Tax proceedings are being conducted with respect to the Company, the Purchased Assets, or the Business. The Company has not received a notice from any governmental entity (i) that any Tax audits, claims, examination, disputes, investigations or administrative or judicial Tax proceedings with respect to the Purchased Assets, the Business or the Company are threatened, pending or being conducted, (ii) requesting information related to Tax Returns or Tax matters with respect to the Company, the Purchased Assets or the Business or (iii) including a notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed against or on the Purchased Assets, the Company or the Business and none of the foregoing is threatened.

(e) The Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, member or other third party and all information reporting required with respect thereto (including Forms W-2 and 1099) has been properly completed and timely filed.

(f) There are no Encumbrances for Taxes relating to the Purchased Assets, nor are there any Encumbrances for Taxes which are pending or, to the Knowledge of the Company, threatened against the Purchased Assets.

(g) Except regarding the IRS powers of attorney Form 2048 filed with respect to Laurance Herrup, CPA, no power of attorney has been granted by the Company with respect to any matter related to Taxes of the Company, the Purchased Assets or the Business. No requests for ruling or determination letters or competent authority relief is currently pending with any Taxing Authority with respect to any Taxes of the Members or the Assets.

(h) To the Knowledge of the Company, no claim has been made by a governmental entity in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to Taxes with respect to any of the Purchased Assets or the Business.

(i) The Company does not have any liability for the Taxes of any Person under Treasury Regulation Section 1.1502–6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise. The Company is not a party to or bound by any Tax allocation or sharing agreement.

(j) The Company has not been a party to any “reportable transaction,” as defined in Code Section 6707A(c)(1) and Treasury Regulations Section 1.6011-4(b) or any analogous provision of state, local or non-U.S. law.

(k) The Company is not a foreign person within the meaning of Section 1445 of the Code.

(l) The Company has had properly forgiven its Paycheck Protection Program Loan pursuant to Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, H.R. 748, 116th Cong. (2020), and any successor legislation.

(m) In accordance with applicable law, the Company has (i) properly collected and remitted all sales, use, gross receipts value added and similar Taxes with respect to sales, leases, licenses made, and services provided to its customers, and (ii) for all sales, leases, licenses and services that are exempt from sales, use, value added and similar Taxes and that were made without charging or remitting sales, use, gross receipts value added or similar Taxes, received and retained all Tax exemption certificates and other documentation required to qualify such sale, lease, license or service as exempt.

(n) "**Tax**" or "**Taxes**" shall mean any and all (i) federal, state, local or non-U.S. income, alternative or add-on minimum tax, gross receipts, membership interests, sales, use, transfer, franchise, profits, windfall profits, environmental, license, registration, escheat, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, real or personal property and estimated taxes, premiums and occupation taxes, customs, duties, or other taxes or charges of any kind whatsoever, whether or not disputed, including any interest, penalties, fines, or additions thereto and (ii) liabilities payable to any Person (a) pursuant to any tax indemnity, tax allocation or tax sharing or other similar agreement or arrangement relating to the payment of any such tax, fee, assessment or charge, whether imposed directly or not, (b) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), (c) as a result of being a transferee, successor or member of an affiliated, consolidated, unitary or combined group, (d) by contract, (e) pursuant to applicable law or (f) otherwise.

(o) "**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedules or attachments thereto, and including any amendments thereof.

Section 3.18. **Accounts Receivable**. The Accounts Receivable: (i) arose from bona fide transactions in the ordinary course of the Business and are payable on ordinary trade terms, (ii) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their terms except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or similar laws, (iii) are not subject to any valid set-off or counterclaim, and (iv) the Company has the right to collect such accounts receivable in the ordinary course of the Business consistent with past practices in the aggregate recorded amounts thereof.

Section 3.19. **Suppliers.** Section 3.19 of the Disclosure Schedule sets forth the names and dollar amounts of each of the five (5) largest suppliers (based on expenditures) of the Company, with respect to the Business for the twelve (12) month period ended May 31, 2026. The Company has not received any written notice, and does not otherwise have any Knowledge that any such supplier intends to cancel, modify or otherwise change its relationship with the Company (as relates to the Business) or the Business in any material manner.

Section 3.20. **Insurance.** Section 3.20 of the Disclosure Schedules contains a true and complete list of all liability, property, workers' compensation, automobile, managers' and officers' liability and other insurance policies currently in effect that insure the Business or the operations or employees of the Company, or affect or relate to the ownership, use or operation of any of the Purchased Assets of the Company (including the names and addresses of the insured party thereunder and the insurers, the expiration dates thereof, the annual premiums and payment terms thereof, the amounts of coverage and deductibles thereunder, a brief description of the interests insured thereby and a copy of a detail loss history report issued by the insurer with respect to the prior five year period). The Company has not received notice (whether written or oral) that any insurer under any policy referred to in this Section 3.20 is denying liability with respect to a claim thereunder or defending under a reservation of rights clause.

Section 3.21. **Non-foreign Status**. No member of the Seller Group is a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 3.22. **Compliance with Laws**. The Seller Group has been and now is in material compliance with all applicable federal, state, and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 3.23. **Legal Proceedings**. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to the Seller Group's Knowledge, threatened against or by the Seller Group (a) relating to or affecting the Purchased Assets or the Assumed Liabilities; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the Transactions. To the Seller Group's Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.24. **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Seller Group.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER AND PARENT

The Parent and Buyer, jointly and severally, hereby represent and warrant to the Seller Group, as follows:

Section 4.01. **Organization**.

(a) The Parent is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets.

(b) The Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida and has limited liability company power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets.

Section 4.02. **Authority and Enforceability**. Each of the Parent and the Buyer has the power and authority to execute this Agreement and the documents to be delivered hereunder to which it is a party and perform its respective obligations hereunder and thereunder. The execution and delivery by the Parent and the Buyer of this Agreement and the documents to be delivered hereunder to which they are a party and the performance by the Parent and the Buyer of their obligations hereunder and thereunder have been duly and validly authorized by the Board of Directors of Parent and the sole member of Buyer, and no other action on the part of the Parent, Buyer or their respective shareholders or members is necessary. This Agreement and the documents to be delivered hereunder to which the Parent or the Buyer are a party have been duly and validly executed and delivered by the Parent and the Buyer and, assuming the due authorization, execution and delivery by the Seller Group, constitute the legal, valid and binding obligation of the Buyer and the Parent, enforceable against them in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

Section 4.03. **No Conflicts; Consents**. The execution, delivery and performance by the Parent and the Buyer of this Agreement and the documents to be delivered hereunder to which they are a party, and the consummation of the Transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of the Parent or the Buyer; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Parent or the Buyer; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Parent or the Buyer are a party. No consent, approval, waiver or authorization is required to be obtained by the Parent or the Buyer from any Person or entity (including any governmental authority) in connection with the execution, delivery and performance by the Parent and the Buyer of this Agreement and the consummation of the Transactions.

Section 4.04. **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Buyer.

ARTICLE V
COVENANTS

Section 5.01. **Restrictions on Business.** Except as expressly contemplated by this Agreement, or as the Parent may otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), at all times from the date of this Agreement until the earlier to occur of the Closing or the valid termination of this Agreement in accordance with the terms hereof, the Company shall:

(a) operate the Business in the usual, regular, and ordinary course in substantially the same manner as heretofore conducted;

(b) take all reasonable steps to preserve and protect the Purchased Assets in good working order and condition, ordinary wear and tear excepted;

(c) comply with all requirements of law, orders, and material contractual obligations applicable to the operation of the Business;

(d) use commercially reasonable efforts to preserve intact the Business, keep available the services of the Business's officers, employees, and agents and maintain the Business's current relations and good will with suppliers, customers, licensors, landlords, lenders, creditors, employees, agents, environmental regulators and others having business relationships with the Business, including by promptly paying all amounts owing to such Persons as and when such amounts are due (other than amounts being disputed in good faith);

(e) continue in full force and effect all insurance coverage pertaining to the Business or the Purchased Assets that are in effect as of the date of this Agreement or obtain substantially equivalent policies;

(f) confer with the Parent prior to implementing Business operational decisions that materially impact the Business, and report periodically to the Parent concerning the status of the Business;

(g) maintain the books and records in the ordinary course of business consistent with past practice;

(h) except in the ordinary course of Business consistent with past practices of the Company and not in excess of $20,000 or $50,000 in aggregate, not acquire, sell, lease, license, transfer or dispose of any properties or assets of the Company or enter into any other commitment or transaction that is material to the Company; provided, however, that neither the $50,000 limit nor the covenant to not enter into any other commitment or transaction that is material to the Company shall apply to product sales and inventory purchases by the Company;

(i) except in the ordinary course of Business consistent with past practices of the Company and not in excess of $20,000 or $50,000 in aggregate, not make or incur any expenditure, lease or commitment for additions to property or equipment or other tangible assets of the Company; provided, however, that the $20,000 limit shall not apply to product sales and inventory purchases by the Company;

(j) except in the ordinary course of business consistent with past practices of the Company and so long as not in excess of $20,000 or $50,000 in aggregate, enter into any contract or other instrument to which the Seller Group is a party or to which any of the Purchased Assets are subject, which contract continues after the Closing Date and cannot be terminated by the Company on not more than 30 days' notice without any liability on the part of the Company; provided, however, that the $50,000 limit shall not apply to contracts for product sales and contracts for inventory purchases by the Company;

(k) not (a) grant any bonuses, whether monetary or otherwise, make any distributions or dividends, or increase wages, salary, severance, pension or other compensation or benefits in respect of any Affiliates, related parties, current or former employees, officers, managers, members, independent contractors or consultants of the Company or their spouses, dependents or beneficiaries other than as required by law or as provided for in any existing written agreements as of the date hereof; (b) change the terms of employment or service for any such person or (c) take any action to increase the amount of or accelerate the vesting or payment of any compensation or benefits to any such person; provided, however, nothing herein contained shall be deemed to prohibit the Company from declaring and paying a dividend to the Trusts or bonus to the Members; or

(l) not, with respect to either Company, the Purchased Assets or the Business, (a) make, change or revoke any Tax election, (b) file any amended Tax Return, (c) enter into any closing agreement with respect to Taxes, (d) agree to an adjustment of any Tax attribute, (e) settle or compromise any liability for Taxes or surrender any claim for a refund or offset of any Taxes, (f) execute or consent to any waivers extending the statutory period of limitations with respect to the collection or assessment of material Taxes, (g) make any change (or file any such change) in any method of Tax accounting or (h) obtain any Tax ruling.

Section 5.02. **Investigations**. From the date hereof until the Closing Date or the earlier termination of this Agreement in accordance with the terms hereof, the Seller Group shall, and shall cause all of the officers, managers, members, employees, agents, accountants and counsel or other agents and representatives (collectively, "**Representatives**") of the Company to, (i) upon reasonable prior notice, afford the Representatives of the Parent and the Buyer, during normal business hours (but in a manner so as to not disrupt the Business), reasonable access to (A) the offices, books, contracts and records of Companies and any records concerning the Company maintained and accumulated by it and its Representatives, and (B) those Representatives of the Company who have any knowledge relating to the Business, and (ii) promptly furnish to the Buyer and Representatives of the Parent such additional financial and operating data and other information regarding the Company or the Business (including, without limitation, any contracts or Permits in effect as of the date hereof and any contracts or Permits being negotiated or entered into between the date hereof and the Closing Date), properties and goodwill as the Parent may from time to time reasonably request. All such investigations by the Parent and its Representatives shall be performed at such times and locations as are reasonably mutually agreed to by the parties and shall be performed upon reasonable prior written notice to the Seller Group and in a manner that shall not be disruptive to the operations of the Business.

Section 5.03. **No Shop.** During the period from the date of this Agreement until the Closing or the earlier termination of this Agreement in accordance with the terms hereof, if applicable (the "**No-Shop Period**"), no member of the Seller Group shall permit any Affiliate of any member of the Seller Group (or authorize or permit any investment banker, financial advisor, attorney, accountant or other Person retained by or acting for or on behalf of the members of the Seller Group or any such Affiliate) to, take, directly or indirectly, any action to initiate, assist, solicit, participate, negotiate, encourage (including, without limitation, by way of furnishing non-public information) or accept any offer or inquiry from any Person (a) to engage in any merger, reorganization, recapitalization, consolidation, share exchange, business combination or other similar transaction (a "**Business Combination**") involving any member of the Seller Group, (b) to reach any agreement or understanding (whether or not such agreement or understanding is absolute, revocable, contingent or conditional) for, or to engage in any discussions or negotiations with respect to, or otherwise attempt to consummate, any Business Combination with any member of the Seller Group or (c) to furnish or cause to be furnished any information with respect to the Company (other than as contemplated by Section 5.02) which any member of the Seller Group or any such Affiliate knows or has reason to believe is in the process of considering any Business Combination with regard to the Company. Each member of the Seller Group shall immediately terminate (in writing, with a copy to the Parent) any and all discussions or negotiations of any type described in the first sentence of this Section 5.03. If, during the No-Shop Period, any member of the Seller Group receives or becomes aware that any of the member of the Seller Group or any Affiliate thereof (or any such Person acting for or on their behalf) has received from any Person (other than the Parent) any offer, inquiry or informational request referred to in the first sentence of this Section 5.03, the Members shall promptly advise such Person, by written notice, of the terms of this Section 5.03 and shall promptly, orally and in writing, advise the Parent of such offer, inquiry or request and the material terms and conditions of such offer, inquiry or request. The restrictions on the activities provided in this Section 5.03 shall terminate upon any termination of this Agreement.

Section 5.04. **Non-Solicitation**.

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Solicitation Period**"), none of the Company, JLOJB Management, Sudsies Goldberg, the Trusts, Loeb or Baboun (the "**Loeb Group**") shall, and each member of the Loeb Group shall cause each of his or its Affiliates and Family Members (as defined below) not to, directly or indirectly, solicit, entice, persuade, induce or cause any employee, officer, manager/director, consultant, agent or independent contractor of the Parent, or any of the direct or indirect subsidiaries or Affiliates of the Parent (collectively, the "**Parent Group**") to terminate his, her or its employment, consultancy or other engagement with such entity and become employed by or engaged with any other Person, or approach any such employee, officer, manager, director, consultant, agent or independent contractor for any of the foregoing purposes, or authorize or assist in the taking of any of such actions by any Person. The foregoing shall not preclude any member of the Loeb Group from engaging any independent contractor to the Parent Group; provided that such engagement shall not interfere with the independent contractor's services to the Parent Group; provided, further, that such engagement shall not violate Section 5.05. "**Affiliate**" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control and for the avoidance of doubt, for purposes of Section 5.04 and Section 5.05 Affiliates shall include any company in which such Person is a limited partner, general partner, member, manager or officer; and "**Family Member**" means a cousin, child, stepchild, parent, stepparent, spouse, domestic partner, including, adoptive relationships, of a natural person referred to herein. For purposes of this Section 5.04(a), the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(b) During the Non-Solicitation Period, no member of the Loeb Group shall, and each member of the Loeb Group shall cause each of its Affiliates not to, directly or indirectly, solicit, entice, persuade, induce, or cause, or attempt to solicit, entice, persuade, induce, or cause:

(i) any Person who was or is a customer of any Company or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of this Agreement or was or is a customer of any of the Parent Group at any time during the Non-Solicitation Period; or

(ii) any lessee, equipment vendor or lessee, operator, vendor or supplier to, or any other Person who had or has a business relationship of any kind with, the Company or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of this Agreement or had or has a business relationship of any kind with any of the Parent Group at any time during the Non-Solicitation Period (the Persons referred to in items (i) and (ii) above, collectively, the "**Prohibited Persons**"), to enter into a business relationship with any other Person for the services, activities or goods that are the same as or substantially similar to or competitive with the Business as presently conducted and that any such Prohibited Person purchased from, was engaged in with or provided to, any Company or any of its Affiliates or any of the Parent Group, as applicable, or to reduce or terminate such Prohibited Person's business relationship with the Parent Group; and the Seller Group shall not, directly or indirectly, approach any such Prohibited Person for any such purpose, or authorize or assist in the taking of any of such actions by any Person

(iii) For purposes of this Section 5.04, the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(iv) Each member of the Loeb Group acknowledges that the provisions of this Section 5.04 and the period of time and scope and type of restrictions on such member of the Loeb Group's activities set forth herein are reasonable and necessary for the protection of the Parent, which is paying substantial consideration, monies and other benefits to such member of the Loeb Group, and are an essential inducement to the Parent's entering into and performing this Agreement and the documents contemplated hereunder to which the Parent is party. If any covenant contained in this Section 5.04 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section 5.04 shall be enforceable to the maximum extent permitted by applicable law.

(v) Each member of the Loeb Group acknowledges that any breach or threatened breach of the covenants contained in this Section 5.04 will likely cause the Parent material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, the Parent shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

Section 5.05. **Non-Competition.**

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Competition Period**"), no member of the Loeb Group shall and each member of the Loeb Group shall cause each of its Affiliates and Family Members not to, anywhere within the State of Florida, and any county in which a customer of the Business is located, directly or indirectly, whether alone or as an owner, member, partner, member, manager, investor, lender, landlord, joint venturer, officer, director, consultant, independent contractor, agent, employee or otherwise of any company or other business enterprise, own, finance, manage, operate or engage in, or participate in the ownership, management or operation of, any business competitive with that of the Business. For avoidance of doubt, nothing set forth in this 5.05 will prohibit any member of the Loeb Group or any of their respective Affiliates or Family Members from being: (i) an equity holder in a mutual fund or diversified investment company; (ii) a passive owner of not more than two percent (2%) of an outstanding class of publicly traded securities, (iii) a landlord of a property that the Buyer or any of its Affiliates is the tenant; or (iv) a speaker at a third party conference or event related to the industry in which the Business is conducted.

(b) Each member of the Loeb Group acknowledges that the provisions of this Section 5.05 and the period of time, geographic area and scope and type of restrictions on such member of the Loeb Group's activities set forth herein, are reasonable and necessary for the protection of the Parent, which is paying substantial consideration, monies and other benefits to the Loeb Group and are an essential inducement to the Parent's entering into and performing this Agreement and the agreements contemplated by this Agreement to which the Parent is party. If any covenant contained in this Section 5.05 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section 5.05 shall be enforceable to the maximum extent permitted by applicable law.

(c) Each member of the Loeb Group acknowledges that any breach or threatened breach of the covenants contained in this Section 5.05 will likely cause the Parent material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, the Parent shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

Section 5.06. **Public Announcements**. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the Transactions without the prior written consent of the other party.

Section 5.07. **Tax Matters**.

(a) Transfer Taxes. All transfer, documentary, stamp, registration, value added and other such taxes (including bulk sales) and fees (including any penalties and interest) ("**Transfer Taxes**") incurred in connection with the sale of the Purchased Assets shall be borne and paid fifty percent (50%) by the Company and fifty percent (50%) by the Buyer when due. The Company shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and the Buyer shall cooperate with respect thereto as necessary).

(b) Apportionment. For all purposes of this Agreement, the portion of any Tax with respect to any taxable period that includes (but does not end on) the Closing Date (a "**Straddle Period**") that is allocable to the pre-Closing portion of such Straddle Period will be determined as follows: (i) in the case of any sales or use Tax, value added Tax, employment Tax, withholding Tax, and any Tax based on or measured by expenditures, income, profits, or receipts shall be determined based on the amount of Taxes that would be payable based on a closing of the books as of the end of the Closing Date, and (ii) in the case of all other Taxes, determined based on the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the applicable Straddle Period; provided that exemptions, allowances or deductions that are calculated on an annual basis (or on a monthly basis, where required) shall be allocated between the period ending on and including the Closing Date and the period beginning after the Closing Date (or with respect to federal income taxes in proportion to the number of days in each period).

(c) Tax Contests.

(i) If any governmental entity notifies the Buyer, or the Company of the existence of (i) any audit, litigation or other proceeding relating to Taxes with respect to the Business or the Purchased Assets for any pre-Closing Tax period or Straddle Period, or (ii) a deficiency in the payment of any Taxes with respect to the Business or the Purchased Assets for any pre-Closing Tax Period or Straddle Period (a "**Tax Claim**"), the Buyer or the Company, as applicable, shall give written notice to the other party within fifteen (15) days after receipt of written notice of the Tax Claim.

(ii) The Company, at its sole cost and expense, shall control any Tax Claim (including the settlement or resolution thereof) relating solely to a Tax period with respect to the Business or the Purchased Assets that ends on or before the Closing Date. The Company shall (i) control the conduct of such Tax Claim in good faith; (ii) keep the Buyer reasonably informed regarding the status of such Tax Claim; (iii) promptly deliver to the Buyer, for the Buyer's review and comment, any correspondence to be filed with the governmental entity with respect to such Tax Claim; (iv) promptly deliver to the Buyer copies of any correspondence received by any Company from a governmental entity with respect to such Tax Claim; (v) allow the Buyer, at the Buyer's sole cost and expense, to participate in such Tax Claim: and (vi) obtain the prior written consent of the Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) before entering into any settlement of such Tax Claim or ceasing to defend such Tax Claim if the resolution of such Tax Claim reasonably could be expected to affect the Tax liability of the Buyer. If the Buyer elects to participate in such Tax Claim at its own expense, the Company shall take such commercially reasonable actions as are requested in writing by the Buyer and reasonably necessary for the Buyer to participate in such Tax Claim, provided, however, that such actions shall not require the Company to incur any additional third-party costs or expenses.

(iii) The Buyer, at its sole cost and expense, shall control any Tax Claim (including the settlement or resolution thereof) that is not described in Section 5.07(c)(ii), including any Tax Claim relating to a Tax period with respect to the Business or the Purchased Assets for a Straddle Period. The Buyer shall (i) control the conduct of such Tax Claim in good faith; (ii) keep the Company reasonably informed regarding the status of such Tax Claim (including any requests to extend any applicable statutes of limitations); (iii) promptly deliver to the Company, for the Company' review and comment, any correspondence to be filed with the governmental entity with respect to such Tax Claim; (iv) promptly deliver to the Company copies of any correspondence received by the Buyer from a governmental entity with respect to such Tax Claim; (v) allow the Company, at the Company's sole cost and expense, to participate in such Tax Claim; and (vi) obtain the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed) before entering into any settlement of such Tax Claim or ceasing to defend such Tax Claim if the resolution of such Tax Claim reasonably could be expected to affect the Tax liability of the Company to the Buyer. If the Company elect to participate in such Tax Claim at its own expense, the Buyer shall take such commercially reasonable actions as are requested in writing by the Company and reasonably necessary for the Company to participate in such Tax Claim, provided, however, that such actions shall not require the Buyer to incur any additional third-party costs or expenses.

(d) Cooperation. The Company and the Buyer will each provide the other with such assistance as may reasonably be requested in connection with the preparation of any Tax Return relating to the Purchased Assets, or the audit or other examination by any governmental entity relating to liability for Taxes arising out of the ownership of the Purchased Assets, or with respect to all Tax proceedings relating to Taxes imposed on the Purchased Assets with respect to a Straddle Period or any time on or after the Closing Date (except in connection with litigation or threatened litigation between Buyer and the Company). Such assistance shall include the provision of records and information that are reasonably relevant to any such Tax Return, audit, examination or proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any such material.

(e) Tax Indemnification. From and after the Closing Date, the Seller Group shall indemnify and defend and hold the Buyer harmless from and against any of the following: (i) any and all Taxes due and payable by the Seller Group (other than the Company) for any taxable period; (ii) any and all Taxes with respect to the Business or the Purchased Assets for all Tax periods ending on or before the Closing Date and the portion of a Straddle Period which includes the Closing Date; (iii) except as set forth in in Section 5.07(a), any Transfer Taxes as provided in Section 5.07(a), (iv) the Taxes of any Person under Treasury Regulations section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise, with respect to any Tax period or portion thereof ending on or prior to the Closing Date, (v) any Taxes that that the Company were required to withhold from payments made to employees, consultants, members, or other parties prior to the Closing Date; (vi) liability for Taxes of the Company that become a liability of the Buyer under any common law doctrine of transferee or successor liability or otherwise by operation of contract or law, and (vii) all reasonable out-of-pocket third party costs and expenses, including reasonable legal fees and expenses, attributable to any item for which indemnification is provided in clauses (i)–(vi) above (the items in clauses (i)-(vii), the "**Indemnified Taxes**"). Notwithstanding any other provision of this Agreement, any obligation to make indemnity payments by the Seller Group for Indemnified Taxes pursuant to this Section 5.07(e) shall survive indefinitely and shall not be subject to the Threshold or the Cap under Article VI. The Seller Group shall indemnify the Buyer and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes.

(f) Cooperation in Obtaining Pre-Closing Tax Clearance. The Company has applied for a tax clearance certificate in Florida and shall provide promptly thereafter to the Buyer upon receipt to provide evidence of such clearance (a "**Tax Clearance Certificate**"). Any Tax liability assessed or imposed in response to the filing of a request for a Tax Clearance Certificate shall be promptly paid by the Company, provided that in the event of any failure by the Company to pay such assessed Taxes, Buyer shall withhold and remit such Taxes to the Florida Department of Revenue pursuant to Section 1.08.

(g) Conflict. In the event of a conflict between this Section 5.07 and any other provision of this Agreement, the provisions of this Section 5.07 shall take precedence.

Section 5.08. **Confidential Information**.

(a) Except as otherwise required by law or reasonably necessary in connection with any Tax dispute or other dispute under this Agreement or other agreements entered into in connection with the Transactions, no member of the Seller Group shall, during the period beginning on the Closing Date and ending on the later of (i) the two (2) year anniversary of the date that the Members cease to be an employee, consultant, contractor, or independent contractor of the Buyer, the Parent or any of the Parent's Affiliates or (ii) the fifth (5^{th}) anniversary of the Closing Date, disclose or communicate to any Person (other than such party's attorneys, accountants and other professional advisors, a Governmental Authority or otherwise in connection with the enforcement of a party's rights against any other party), or use to the detriment of the Buyer, the Parent, any of the Parent's Affiliates, or the Business, or for the benefit of any Person, any Confidential Information or trade secrets relating to the Buyer, the Parent or any of the Parent's Affiliates, or the Business sold by the Company.

(b) For purposes of this Agreement, "**Confidential Information**" shall include the following:

(i) any information pertaining to the Business, the Company, or any of its Affiliates, and their respective businesses and operations, whether such information is in written form or communicated orally, visually or otherwise, that is proprietary, non-public or relates to any trade secret of any of them, including, without limitation, information that consists of or concerns any of their strategies, ideas, policies, sub-contractors, customers, customer lists, suppliers, vendors, current and future possible consultants and their requirements, competitors, businesses and affairs, graphs, and inventions, past, current and planned marketing methods, processes, strategies and materials, price lists, pricing policies, market studies, business plans, computer software and databases, contracts with any person, proposals, equipment purchase strategies, routing strategies, names or other information, strategies for business plans, plans, designs, drawings, specifications, techniques, models, data, documentation, diagrams, graphs, flow charts, research, discoveries, development, processes, procedures and "know--how," whether or not such information would be deemed a trade secret under applicable state or federal law.

All Confidential Information is also entitled to all of the protections and benefits under applicable Law.

(c) Notwithstanding anything to the contrary contained in this Section 5.08, Confidential Information shall not include any information that is or was in the public domain or subsequently came into the public domain through no fault of the Members, the Trusts, JLOJB Management, Sudsies Goldberg, the Company or their respective agents, accountants and counsel, representatives and Affiliates.

(d) In the event that any member of the Seller Group or their respective agents, accountants and counsel, representatives and Affiliates are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar legal, judicial or regulatory process or as otherwise required by applicable law or regulation) to disclose any of the Confidential Information, such person shall: (a) to the extent practicable and not prohibited by applicable law, provide the Buyer with prompt written notice of such request or requirement, and (b) reasonably cooperate with the Parent or Buyer, at the sole expense of the Parent or the Buyer, so that the Company may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms and provisions of this Section 5.08. In the event that such protective order or other remedy is not obtained, or the Buyer or the Parent waives compliance with the terms and provisions hereof, the person requested or required to make such disclosure may disclose only that portion of the Confidential Information that such person is advised by legal counsel in writing that such person is legally required to disclose.

Section 5.09. **Change of Name**. Immediately prior to the Closing, the Members shall cause the Company, Sudsies Goldberg and JLOJB Management to change their name to a name that does not include the words "Sudsies", "Rugsies", "Consumer", "Laundry," "Services", "Garment" or "Care".

Section 5.10. **Public Announcements**. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the Transactions without the prior written consent of the other party.

Section 5.11. **Tail Insurance**. Prior to the Closing, the Company shall have obtained and paid for an extended reporting period also referred to as tail or runoff coverage under the Environmental insurance policy by purchasing a "tail" policy with respect thereto for no less than six (6) years after the Closing Date in a form reasonably acceptable to the Buyer, including with respect to coverage amounts and Persons covered. The Company shall have provided a copy of such tail or runoff coverage to the Buyer prior to Closing. From and after the Closing, the Buyer shall continue to honor its obligations under any such insurance procured pursuant to this Section 5.11, and shall not cancel (or permit to be canceled) or take (or cause to be taken) any action or omission that would reasonably be expected to result in the cancellation thereof. The cost of such tail policy shall be borne by the Seller Group.

Section 5.12. **Cooperation**. The parties shall reasonably cooperate with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, including, without, obtaining any assignments or consents in connection with the Purchased Assets and the Assigned Contracts.

Section 5.13. **Further Assurances**. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the Transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE VI
INDEMNIFICATION

Section 6.01. **Indemnification by the Seller Group**. Subject to Section 6.06 hereof, the Seller Group shall, jointly and severally, defend, indemnify and hold harmless the Buyer, and its members, managers, shareholders, directors, officers, employees and Affiliates (the "**Parent Indemnitees**") from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys' fees and disbursements ("**Losses**"), arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of the Seller Group contained in this Agreement or any document to be delivered hereunder;

(b) any material breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Seller Group pursuant to this Agreement or any document to be delivered hereunder;

(c) any Excluded Asset, Excluded Liability or Buyer Indemnified Taxes;

(d) the conduct of the Company's participation in the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, H.R. 748, 116th Cong. (2020), and any successor legislation (the "**Special Indemnity**"); or

(e) all Losses (including Losses related to regulatory agency actions or vapor intrusion), liabilities, costs (including investigative, monitoring, containment, disposal and remediation costs and court costs and other costs of administrative or judicial proceedings), fines and penalties, judgments, awards or damages (including personal injury and property damages based on or arising out of exposure to Hazardous Materials), natural resource damage and assessments, third party claims, injunctive relief and fees (including reasonable attorney, expert, engineering and consultant fees) (i) related to, caused by, or resulting from the presence, creation, storage, impoundment, handling, or Release of any Hazardous Materials, if any, on the Leased Real Property or migrating therefrom with respect to the period prior to the Closing; (ii) related to the Company's obligations as set forth by any of the Assigned Contracts, leases or other contractual agreements in effect or previously in effect at the Leased Real Property where the Company operates or operated the Business as tenant relating to periods prior to the Closing related to, caused by, or resulting from the presence, creation, storage, impoundment, handling, or Release of any Hazardous Materials, if any, on the Leased Real Property; or (iii) arising under, relating to, or with respect to any Environmental Laws applicable to the Company prior to the Closing Date, irrespective of whether the Release, act, omissions, claims or violations are alleged to have occurred or the facts and conditions giving rise or related to the Losses, liabilities or costs were known or unknown as of Closing (the "**Environmental Indemnity**"). Buyer and Seller agree that all such Losses, liabilities, costs, fines, penalties, claims, and fees provided under this subsection (e) are each and collectively an Excluded Liability, notwithstanding anything to the contrary in this Agreement.

Section 6.02. **Indemnification by the Buyer**. Subject to Section 6.06 hereof, the Buyer and the Parent shall, jointly and severally, defend, indemnify and hold harmless the Seller Group, their respective Affiliates and their respective members, directors, officers and employees (the "**Seller Indemnitees**") from and against all Losses, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of the Buyer or the Parent contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Buyer or the Parent pursuant to this Agreement or any document to be delivered hereunder;

(c) any Assumed Liability or arising under the Assumed Contracts after the Closing; and

(d) operations of the Business by Buyer under the Company's name from and after Closing.

Section 6.03. **Indemnification Procedures**. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as are reasonably appropriate under the circumstances, and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 6.04. **Survival.** The representations and warranties of the parties contained herein shall not be extinguished by the Closing, but shall survive the Closing for, and all claims for indemnification in connection therewith shall be asserted not later than eighteen months (18) following the Closing Date (the "**Survival Period**"); provided however that each of the representations and warranties contained in Section 3.01 (Organization), Section 3.02 (Authority and Enforceability), Section 3.04 (Equity Interests), Section 3.05 (Title to Purchased Assets), Section 3.16 (Environmental Matters), Section 3.17 (Taxes), Section 3.24 (Brokers), Section 4.01 (Organization), Section 4.02 (Authority and Enforceability) and Section 4.05 (Brokers) (collectively, the "**Surviving Representations**") and the Special Indemnity shall survive until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days, and the period during which a claim for indemnification may be asserted in connection therewith shall continue until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days. The Environmental Indemnity and the covenants and agreements of the parties hereunder shall survive the Closing indefinitely or for the period explicitly specified therein and the period during which a claim for indemnification may be asserted in connection therewith shall continue in effect and expire in accordance with their respective terms. Notwithstanding the foregoing, if, prior to the close of business on the last day a claim for indemnification may be asserted hereunder, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

Section 6.05. **Tax Treatment of Indemnification Payments**. All indemnification payments made by the Seller Group under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.06. **Limitations on Indemnification.** Neither the Seller Group nor the Parent and the Buyer shall be obligated to indemnify or hold harmless the other in respect of any Losses suffered, incurred or sustained by such party under Section 6.01(a) or Section 6.02(a), as applicable, until such Losses equal or exceed $25,000 in the aggregate (the "**Threshold**") (at which point such party will be obligated to indemnify the other for the amount of such Losses in excess of the Threshold) and neither the Seller Group nor the Parent and the Buyer shall be obligated to indemnify the other for the amount of any Losses as a result of any breach or breaches under Section 6.01(a) or Section 6.02(a), as applicable, in excess of $135,000 in the aggregate (the "**Cap**"); provided, however, that the Threshold and Cap shall not apply to any Losses resulting from (i) fraud on the part of such party, or (ii) any breach of or inaccuracy in any of the Surviving Representations; provided further, however, that nothing in this Section 6.06 shall limit the obligation of the Seller Group to indemnify the Parent Indemnitees with respect to the items set forth in Section 6.01(b), Section 6.01(c), Section 6.01(d) or Section 6.01(e) or the obligation of the Buyer and the Parent to indemnify the Seller Indemnitees with respect to the items set forth in Section 6.02(b), Section 6.02(c) or Section 6.02(d). In no event (other than fraud on the part of the Seller Group) shall the aggregate liability of the Seller Group for any Losses not subject to the Cap exceed the Purchase Price.

Section 6.07. **Effect of Investigations**. The Parent's and the Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of the Seller Group contained herein will not be affected by any investigation conducted by the Parent or the Buyer with respect to, or any knowledge acquired by the Parent or the Buyer at any time after the Closing, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

ARTICLE VII
TERMINATION

Section 7.01. **Termination**. This Agreement may be terminated, and the Transactions may be abandoned at any time prior to the Closing:

(a) by the mutual written consent of the Parent and the Seller Group;

(b) by either the Parent or the Seller Group, upon ten (10) days prior written notice to the other party, if the Closing shall not have occurred on or before September 1, 2026;

(c) by the Parent by written notice to Seller if 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 pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Seller Group within thirty (30) days of the Seller Group's receipt of written notice of such breach from Parent;

(d) by the Seller Group by written notice to the Parent if Seller Group 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 Parent or Buyer pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Buyer within thirty (30) days of the Parent's receipt of written notice of such breach from Seller Group; or

(e) by either the Parent or the Seller Group if any court of competent jurisdiction or other governmental authority shall have issued an order or taken any other action permanently enjoining, restraining or otherwise prohibiting the Transactions and such order, decree, ruling or other action shall have become final and non-appealable.

Section 7.02. **Effect of Termination .** Upon termination of this Agreement pursuant to Section 7.01, all of the obligations of the parties shall terminate except those under Sections 5.08(d) and 8.01 and except the confidentiality obligations under the Letter of Intent among the parties dated March 5, 2026, and the Standard Mutual Non-Disclosure Agreement entered into by the parties dated March 13, 2025; provided, however, that (i) no such termination shall relieve any party of any liability to the other party by reason of any willful, material breach of under this Agreement, and (ii) the parties shall not publicly disclose, and the parties shall cause their Affiliates and Representatives not to publicly disclose, the proposed terms and conditions set forth herein or any non-public information regarding the other party, except as may be required by law or to professional advisors; and (iii) Buyer and its advisers shall return all materials provided by the Seller Group hereunder or under the Non-Disclosure Agreement, including, without limitation, all periods up to and including the termination date, without retaining copies thereof.. Under penalty of perjury, Buyer shall provide written certification as to the return or destruction of retained copies.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. **Expenses .** Except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such costs and expenses.

Section 8.02. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, provided that a copy of such e-mail notice is also delivered in compliance with clauses (a) or (b) above within two (2) business days after such e-mail transmission. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

If to the Seller Group:	JLOJB Management, LLC f/k/a/ Sudsies Management, LLC. Mr. Jason Loeb c/o Russell S. Jacobs, Esq. The Jacobs Law Group 20700 West Dixie Highway Aventura, Florida 33180 305.405.4444 (office) 305.776.6500 (text only) 305.402.0138 (fax) russ@thejacobslawgroup.com Direct: jason@jasonloeb.com 305-803-7837

with a copy to:	Abigail Watts-FitzGerald Law, PLLC 201 Alhambra Circle, Suite 1205 Coral Gables, Florida 33134 Email: awf@wattsfitz-law.com Telephone No.: 305-978-8521 Attn.: Abigail C. Watts-FitzGerald
If to The Buyer:	EVI Industries, Inc. 4500 Biscayne Boulevard Suite 340 Miami, FL 33137 Email: hnahmad@evi-ind.com Telephone No.: (305) 402-9300 Facsimile No.: (305) 751-4903 Attn.: Mr. Henry M. Nahmad
with a copy to:	Troutman Pepper Locke LLP 875 Third Avenue New York, NY 10022 Email: joseph.walsh@troutman.com Telephone No.: (212) 704-6030 Facsimile No.: (212) 704-5919 Attn.: Joseph Walsh, Esq.

Section 8.03. **Headings**. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04. **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 8.05. **Entire Agreement**. The Non-Disclosure Agreement, this Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 8.06. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.07. **No Third-party Beneficiaries.** Except as provided in ARTICLE VI, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.08. **Amendment and Modification**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 8.09. **Waiver**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.10. **Governing Law; Waiver of Trial by Jury**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to a contract executed and performed in such State without giving effect to the conflicts of Laws principles thereof, which would result in the applicability of the Laws of another jurisdiction. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 8.11. **Jurisdiction**. Each of the parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of Florida and the courts of the State of Florida located in Miami-Dade County in connection with any Action arising out of or relating to this Agreement or the Transactions, waives any objection to venue in the United States District Court for the Southern District of Florida and the courts of the State of Florida located in Miami-Dade County, and agrees that service of any summons, complaint, notice or other process relating to such proceeding may be effected in the manner provided by Section 8.01.

Section 8.12. **Specific Performance**. Each of the parties agree that, if any party breaches or threatens to breach any provision of this Agreement, the other party will be entitled, in addition to any other rights or remedies it may have, to a decree or order of specific performance to enforce the observance and performance of such provision and an injunction restraining such breach or threatened breach, in addition to any other remedy to which they are entitled at Law or in equity.

Section 8.13. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

EVI INDUSTRIES, INC.,
a Delaware corporation

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

GCS 112-114 Plant, LLC,
a Florida limited liability company

By: /s/ Henry M. Nahman
Name: Henry M. Nahmad
Title: Chief Executive Officer

JLOJB MANAGEMENT LLC,
a Florida limited liability company

By: /s/ Jason Loeb
Name:
Title:

SUDSIES GOLDBERG HOLDINGS, LLC,
a Florida limited liability company

By: /s/ Jason Loeb
Name:
Title:

THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023

By: /s/ Jorge Baboun
Name: Jorge Baboun
Title: Trustee

JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED

By: /s/ Jason Loeb
Name: Jason Loeb
Title: Trustee

DAVIE DRY CLEANERS LLC,
a Florida limited liability company

By: /s/ Jason Loeb
Name:
Title:

/s/ Jason Loeb
Name: Jason Loeb

/s/ Jorge Baboun
Name: Jorge Baboun

/s/ Luis Moreno
Name: Luis Moreno

Signature Page to Asset Purchase Agreement

Exhibit 2.5

EXECUTION COPY

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of July 17, 2026 (this "**Agreement**"), by and among EVI INDUSTRIES, INC., a Delaware corporation (the "**Parent**"), and GARMENT CARE SERVICES FL, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Parent (the "**Buyer**"), on the one hand, and the JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED (the " **Loeb Trust**") and THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023 (the " **Baboun Trust**", and together with the Loeb Trust, individually, a "**Trust**", and collectively, the "**Trusts**"), JASON LOEB ("**Loeb**"), JORGE BABOUN ("**Baboun**"), and SHMUEL RUDSKI ("**Rudski**", and together with Loeb and Baboun, individually, a "**Member**" and collectively, the "**Members**"), and JLOJB ON-SITE, LLC F/K/A/ SUDSIES ON-SITE, LLC, a Florida limited liability company (the "**Company**"), on the other hand. The Members, the Trusts and the Company are sometimes collectively referred to as the "**Seller Group.**"

RECITALS

WHEREAS, the Trusts and Rudski own one hundred percent (100%) of the issued and outstanding membership interests of the Company;

WHEREAS, the Company operates a garment care, textile cleaning, and repair business providing dry cleaning, laundering, wash-dry-fold services, pressing, finishing, stain treatment, and related garment and fabric care services for garments, clothing, footwear, handbags, rugs, and household textiles and other items, including, without limitation, shoe cleaning, handbag cleaning and repair, clothing alterations and tailoring, rug cleaning and repair, and the cleaning and repair of household items, including, but not limited to, drapery, pillows, bedding, and patio furniture cushions (the "**Business**");

WHEREAS, the Business includes the acceptance of customer items through retail drop-off, the return of cleaned or repaired items through customer pick-up, and the provision of scheduled or on-demand pickup and delivery services to customers' residences, offices, or other designated locations;

WHEREAS, the Business encompasses all activities related or incidental thereto, including, without limitation, customer intake, order processing, garment and item tagging, sorting, cleaning, laundering, pressing, finishing, repair, restoration, alteration, storage, routing, billing, and any other services or activities that may be performed through or in connection with the dry-cleaning, fabric care, or repair process, including any items that can be cleaned, repaired, restored, or otherwise improved through such processes;

WHEREAS, the parties to this Agreement wish to effect certain purchases and sales and related transactions with respect to the assets of the Company (collectively, the "**Transactions**") consisting of: (i) the sale to the Buyer by the Company of the Purchased Assets (as defined below) and the transfer to the Buyer by the Company of the Assigned Contracts (as defined below); and in consideration for the foregoing, (ii) the payment of the Purchase Price (as defined below) by the Buyer to the Company and the assumption by the Buyer of the Assumed Liabilities (as defined below); and

WHEREAS, each of the Members have significant knowledge and experience relating to the Business and intimate knowledge of the Company's customers, processes, trade secrets and/or other business information, and has had discussions with the executive officers of the Parent regarding the direction and expansion plans of the Business following the Closing, and as result, the Members desire to agree to the noncompetition, nonsolicitation, confidentiality, and other provisions set forth herein.

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

ARTICLE I
PURCHASE AND SALE

Section 1.01. **Purchase and Sale of Assets**.

(a) **Purchased Assets**. Subject to the terms and conditions set forth herein, the Company shall sell, transfer, convey, deliver and assign to the Buyer and the Buyer shall purchase, accept and assume all of the assets of the Company (the "**Purchased Assets**"), free and clear of any and all mortgages, pledges, liens, charges, security interests, claims or other encumbrances ("**Encumbrances**"), but excluding the Assumed Liabilities (as defined below).

(b) **Assigned Contracts**. Subject to the terms and conditions set forth herein, the Company shall sell, transfer, convey, deliver and assign to the Buyer and the Buyer shall purchase, accept and assume all of the contracts of the Company, free and clear of any and all Encumbrances (collectively, the " **Assigned Contracts**"), but excluding the Assumed Liabilities.

(c) **Purchase Price; Encumbrances**. At the Closing, the Buyer shall pay the Purchase Price (as defined below) referred to in Section 1.04 (subject to the following sentence, Section 1.03, Section 1.04(b) and Section 1.08) to the Company or its designees, as specified in writing by the Seller Group to the Buyer at least two (2) business days prior to the Closing (as defined below). No less than three (3) business days prior to the Closing, the Seller Group shall provide to the Buyer payoff amounts and wire transfer instructions for all secured parties of the Company who have Encumbrances on the Purchased Assets or the Assigned Contracts (other than payoff amounts for Assumed Liabilities, including, without limitation, outstanding loans and related existing leases for Company's vehicles used in the Business which outstanding loans, will in the Parent's sole discretion, either be assumed by the Buyer or paid off by the Buyer at the Closing)], and the Buyer shall make payments from the Purchase Price to such lenders (other than the lenders for outstanding loans for the Company's vehicles used in the Business)] such that all the Encumbrances on the Purchased Assets and the Assigned Contracts are released at the Closing (other than Encumbrances on the Company's vehicles used in the Business.

Section 1.02. **Excluded Assets**. Notwithstanding the foregoing, the Purchased Assets shall not include the assets set forth in Section 1.02 of the disclosure schedules (the "**Disclosure Schedules**") attached hereto (the "**Excluded Assets**").

Section 1.03. **Liabilities**. Subject to the terms and conditions set forth herein, at the Closing, the Buyer shall assume, and agree to pay, perform and discharge all liabilities of the Company other than Excluded Liabilities, including, without limitation, all outstanding loans and existing leases for Company's vehicles used in the Business which outstanding loans, will in the Parent's sole discretion, either be assumed by the Buyer or paid off by the Buyer at the Closing and all obligations under the Assumed Contracts (collectively, the "**Assumed Liabilities**"). Without modifying the limited scope of the foregoing, the Buyer shall not be assuming, and the Company shall remain responsible for and shall promptly pay, perform and discharge all of the liabilities of the Company set forth in Section 1.03 of the Disclosure Schedules (collectively, the "**Excluded Liabilities**"), such that the Buyer will incur no liability or loss in connection therewith.

Section 1.04. **Purchase Price**. The aggregate purchase price for the Purchased Assets shall be $900,000 (the "**Purchase Price**"). The Purchase Price shall consist of (i) a number of shares of Parent common stock, par value $0.025 per share (the "**Parent Common Stock**") equal to quotient of $100,000 divided by a price per share determined by the board of directors of the Parent, and (ii) an amount equal to the following (the "**Closing Cash Payment**"):

(i) the $800,000 (the "**Cash Amount**");

(ii) plus the amount, if any, by which the Closing Working Capital (as defined below) exceeds the Minimum Closing Working Capital (as defined below);

(iii) plus the amount, if any, by which the Closing Cash (as defined below) exceeds the Minimum Closing Cash Amount (as defined below);

(iv) minus the amount, if any, by which the Minimum Closing Working Capital exceeds the Closing Working Capital;

(v) minus, the amount, if any, by which the Minimum Closing Cash Amount exceeds the Closing Cash; and

(vi) minus, the Escrow Amount (as defined below).

(b) No later than ten (10) days prior to the Closing Date, the Company shall prepare and deliver to the Parent and the Buyer a statement in accordance with GAAP (defined below) setting forth the Company's good faith estimates of (i) the amount of cash to be transferred to the Buyer as part of the Purchased Assets, (ii) the amount of Working Capital to be transferred to the Buyer as part of the Purchased Assets and (iii) the calculation of the estimated Closing Cash Payment, as determined in accordance with Section 2.2(a) (the "**Estimated Closing Cash Payment**"). The Company shall permit the Parent and the Buyer and their representatives to have reasonable access and in a manner so as to not adversely affect the Business, prior to the Closing, to the books, personnel, records and other documents (including work papers) pertaining to or used in connection with the preparation of the Estimated Closing Date Statement.

(c) At the Closing, Buyer shall pay the Estimated Closing Cash Payment as follows:

(i) The Estimated Closing Cash Payment by wire transfer of immediately available funds to an account designated in writing by the Company to the Parent and the Buyer no later than three (3) Business Days prior to the Closing Date; and

(ii) $52,000 (the "**Escrow Amount**") via wire transfer of immediately available funds to an account designated by City National Bank of Florida (the "**Escrow Agent**") for funds held in a money market account with an ICS overlay, so that all funds are fully FDIC insured, to be held by the Escrow Agent for no less than twelve (12) months after the Closing Date; provided that a portion of the Escrow Amount equal to any Losses (as defined below) required to be paid by the Seller Group as of such twelve (12) month anniversary that have not been paid by the Seller Group shall not be released until such Losses have been paid, pursuant to the terms and conditions of an Escrow Agreement, dated as of the Closing Date, among the Escrow Agent, the Parent, and JLOJB, Inc. f/k/a/ Sudsies, Inc., a Florida corporation ("**JLOJB**"), in the form set forth on Exhibit A (the "**Escrow Agreement**").

Section 1.05. **Adjustment of Closing Cash Payment**.

(a) Within one hundred and twenty (120) days after the Closing Date, the Parent shall prepare and deliver to the Company a statement (the "**Final Closing Date Statement**") setting forth its calculations of (A) the Closing Cash, (B) the Closing Working Capital and (C) the Final Closing Cash Payment (as defined below).

(b) After receipt of the Final Closing Date Statement, the Company shall have forty five (45) days (the "**Review Period**") to review the Final Closing Date Statement. On or prior to the last day of the Review Period, the Company may object to the Final Closing Date Statement by delivering to the Parent a written statement setting forth the Company's objections in reasonable detail, indicating each disputed item or amount and the basis for the Company's disagreement therewith (the "**Statement of Objections**"). If the Company fails to deliver the Statement of Objections before the expiration of the Review Period, the Final Closing Date Statement and the calculations contained therein shall be deemed to have been accepted by the Company and shall be final and binding. If the Company delivers the Statement of Objections before the expiration of the Review Period, the Parent and the Company shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "**Resolution Period**"), and, if the same are so resolved within the Resolution Period, the Final Closing Date Statement and the calculations contained therein, in each case with such changes as may have been previously agreed in writing by the Parent and the Company, shall be final and binding and shall not be subject to judicial review. If the Company and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute ("**Disputed Amounts**") shall be submitted for resolution to an independent accounting firm (the "**Independent Accountant**") for determination any and all matters from the Statement of Objections that remain in dispute. The Independent Accountant shall be a firm with no business ties to any of the Company, the Parent, the Buyer, or any of their Affiliates (as defined below), within the past three (3) years, and shall be mutually agreed to and selected by the Company and Buyer. The parties hereto agree that all adjustments shall be made without regard to materiality and that the items set forth on the Final Closing Date Statement shall be determined in accordance with the definitions and provisions of this Agreement. The Independent Accountant shall only decide the specific items under dispute by the parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Final Closing Date Statement and the Statement of Objections, respectively. Each of Buyer and the Company shall be afforded the opportunity to present to the Independent Accountant any materials related to the determination and to discuss the determination with the Independent Accountant; provided, however, that each such party will provide the other with copies of any materials provided to the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid based upon the percentage that the amount actually contested but not awarded to the Company or Buyer, respectively, bears to the aggregate amount actually contested by the Company and Buyer, as determined by the Independent Accountant. For example, if Buyer claims that the Closing Working Capital is $1,000,000, the Company claims that the Closing Working Capital is $1,500,000, and the Independent Accountant determines that the Closing Working Capital is $1,200,000, then the costs and expenses of the Independent Accountant will be allocated 60% (i.e., 300,000 ÷ 500,000) to the Company and 40% (i.e., 200,000 ÷ 500,000) to Buyer. The parties shall use their commercially reasonable efforts to cause the Independent Accountant to resolve the Disputed Amounts and make any adjustments to the Final Closing Date Statement and the calculations contained therein as soon as practicable, and in any event within thirty (30) days (or such other time as the parties hereto shall agree in writing) after their engagement; provided, however, that any delay on the part of the Independent Accountant shall not invalidate any resolutions or other determinations of the Independent Accountant in this regard or deprive the Independent Accountant of jurisdiction to resolve the disputes submitted to it pursuant to this Section 2.3. The Independent Accountant's adjustments to the Final Closing Date Statement and the calculations contained therein shall be conclusive and binding upon the parties hereto and shall not be subject to judicial review absent manifest error.

(c) Within five (5) business days after the Final Closing Cash Payment becomes final and binding upon the Parties (whether as a result of the Company's failure to object to the Final Closing Date Statement within the forty-five (45) day period provided above, by mutual agreement of the Company and Buyer or by determination of the Independent Accountant), the Company shall pay to Buyer, or Buyer shall pay to the Company (if and as applicable), as follows:

(i) If the Final Closing Cash Payment is less than the Estimated Closing Cash Payment (the amount by which the Final Closing Cash Payment is less than the Estimated Closing Cash Payment will be referred to herein as the "**Decrease Amount**"), then, within five (5) Business Days of the final determination of the Final Closing Cash Payment pursuant to this Section 1.05, the Company shall pay to Buyer an amount of cash equal to the Decrease Amount by wire transfer in immediately available funds to the account designated in writing by Buyer to the Company for such purpose.

(ii) If the Final Closing Cash Payment is greater than the Estimated Closing Cash Payment (the amount by which the Final Closing Cash Payment is greater than the Estimated Closing Cash Payment will be referred to herein as the "**Increase Amount**"), then, within five (5) Business Days of the final determination of the Final Closing Cash Payment pursuant to this Section 1.05, Buyer shall pay to the Company an amount of cash equal to the Increase Amount by wire transfer in immediately available funds to the accounts designated in writing by the Company to Buyer for such purpose.

(d) For all purposes of the adjustments provided in Section 1.04 hereof and this Section 1.05, Working Capital and Cash shall be calculated in accordance with modified United States Generally Accepted Accounting Principles ("**GAAP**"), consistently applied, but excluding supply inventory and work in process, in the same manner and using the same methods used in determining the amount of each of such items which compose such values as set forth on the balance sheet of the Company as of the Closing Date (the "**Closing Balance Sheet**") which such balance sheet shall be prepared in accordance with GAAP and delivered to the Parent within two (2) business days prior to the Closing.

(e) For purposes of clarification, examples of the adjustments contemplated in Section 1.04, Section 1.05 and Section 1.06 are set forth on Schedule 1.05(e) of the Disclosure Schedule.

(f) For purposes of this Agreement:

(i) "**Cash**" means, as at a specified date, all cash, certificates of deposit, bank deposits, negotiable instruments, marketable securities and other cash equivalents of the Company.

(ii) "**Closing Cash**" the Cash of the Company as of the Closing Date.

(iii) "**Closing Working Capital**" means the Working Capital of the Company as of the Closing Date as shown on the Closing Balance Sheet.

(iv) "**Customer Deposits**" means customer deposits or prepayments including (i) prepayments made by customers in connection with unfulfilled service orders, if any, and (ii) prepayments made by customers in connection with other advance payments or credits for services not yet rendered, and (iii) any other form of customer prepayments for unfiled sales and/or service orders, in each case, as of the Closing Date calculated in accordance with the methods set forth in this Agreement as set forth on the Estimated Closing Date Statement.

(v) "**Final Closing Cash Payment**" means the Closing Cash Payment, as finally determined in accordance with this Section 1.05 hereof.

(vi) "**Minimum Closing Cash Amount**" means cash in an amount equal to Customer Deposits.

(vii) "**Minimum Closing Working Capital**" means Working Capital of at least $65,000.

(viii) "**Working Capital**" is defined in Section 1.05(f)(xi) of the Disclosure Schedules.

Section 1.06. **Accounts Receivable Adjustment**. From the Closing Date through ninety (90) days after the Closing Date, ninety (90) days after the date such are required to be paid in accordance with the terms of the applicable contract or purchase order (as applicable), the Parent and Buyer shall use their commercially reasonable efforts to collect the Accounts Receivable. Any partial receipts of Accounts Receivable shall be first applied against the oldest outstanding Accounts Receivable of such account debtor. In the event that the Parent or Buyer is unable to collect any part of the Accounts Receivable (the " **Uncollected Accounts Receivable**") upon the conclusion of such ninety (90) day anniversary or such ninety (90) day period, as the case may be, then, at the discretion of the Parent, the Working Capital shall be decreased by such amount of Uncollected Accounts Receivable in determining the Working Capital set forth on the Final Closing Date Statement pursuant to Section 1.05(a), and payment by the Seller Group for such Uncollected Accounts Receivable shall be made by the Seller Group to the Parent (at the sole election of the Parent) by wire transfer in immediately available funds or offset of such amount against the Escrow Amount, or upon mutual agreement of the Company and Parent. Notwithstanding the foregoing, if the Parent and the Company mutually agree, the Uncollected Accounts Receivable may be handled in a manner mutually acceptable to the Seller Group and the Parent, or the Parent may assign the Uncollected Accounts Receivable to the Company which shall be entitled to collect the Uncollected Accounts Receivable for its sole benefit. In such latter event, the Seller Group shall have the right to pursue the collection of the Uncollected Accounts Receivable prior to the expiration of the applicable statute of limitation for collection of such funds and the Seller Group's collection of such Accounts Receivable shall be consistent with the past practices of the Company, which include, among other things, commercially reasonable efforts not to injure any customer relationships of the Company or of the Business as it relates to the Parent after the Closing. For the purposes of this Agreement, "**Accounts Receivable**" means, as of the Closing Date, any trade accounts receivable, notes receivable, employee advances and other miscellaneous receivables of the Company and any security, claim, remedy or other right related to any of the foregoing, and for the avoidance of doubt shall include any and all receivables for sales processed by the Company prior to the Closing Date.

Section 1.07. **Purchase Price Allocation**. The Buyer and the Seller Group agree that the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all tax purposes as set forth on Section 1.07 of the Disclosure Schedules (the "**Allocation Schedule**"). Buyer and the Company agree that: (i) they shall file (or shall cause to be filed) Form 8594 under Section 1060 of the Code and all other applicable Tax Returns (as defined below) and forms consistent with the Allocation Schedule; and (ii) in the course of any examination, audit or other proceeding with respect to any Tax Return or Tax (as defined in Section 3.17(n)) and (o) below), will take no position, and cause its Affiliates to take no position, inconsistent with the Allocation Schedule for Tax purposes, unless required by applicable law.

Section 1.08. **Withholding Tax**. The Buyer shall be entitled to deduct and withhold from consideration otherwise payable pursuant to this Agreement all amounts that the Buyer may be required to deduct and withhold under any applicable law relating to Taxes. All such withheld amounts shall be treated as delivered to the Company hereunder.

ARTICLE II
CLOSING

Section 2.01. **Closing**. The closing of the Transactions (the "**Closing**") shall take place remotely by wiring of funds and exchange of documents and signatures (or their electronic counterparts) at 10:00 a.m. (eastern time), within three (3) business days after the satisfaction or waiver, in writing, of all conditions to Closing set forth in this Agreement, or at such other date, time or place as may be mutually agreed to in writing by the parties hereto (the "**Closing Date**"). The Closing shall be deemed to take place at 12:01 a.m. on the Closing Date.

Section 2.02. **Conditions to Closing Obligation of the Parent and Buyer**. The obligation of the Parent and the Buyer to consummate the Transactions and to enter into each agreement to be executed in connection with this Agreement at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the Parent in its sole discretion):

(a) The representations and warranties of the Seller Group set forth in this Agreement and in each agreement to be executed in connection with this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent that any representation or warranty is limited by its terms to a specific date, in which case such representation or warranty need only be true and correct as of such date, and except that those representations and warranties that are modified as to materiality or contain a qualification referring to a "material adverse effect" or any similar modification or qualification shall be true and correct in all respects.

(b) The Seller Group shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement and by each agreement to be executed in connection with this Agreement to be so performed or complied with by the Seller Group at or before the Closing (including but not limited to the obligation to execute and deliver the documents required to be executed and delivered pursuant to Section 2.04(a)).

(c) Since the date of this Agreement, there shall not have occurred any event, occurrence, fact, condition, change or effect that has a materially adverse effect on the Business, the Purchased Assets, the Assigned Contracts or the Assumed Liabilities, operations or results of operations of the Business, prospects, or condition (financial or otherwise) of the Business taken as a whole.

(d) There shall not be in effect on the Closing Date any order or law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement or that could reasonably be expected to otherwise result in a material diminution of the benefits of the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement to the Parent, and there shall not be pending or threatened on the Closing Date any Action (as defined below) in, before or by any governmental authority that could reasonably be expected to result in the issuance of any such order or the enactment, promulgation or deemed applicability of any such law to the Parent, the Buyer, the Members, the Trusts, the Company or the Transactions contemplated by this Agreement or by any agreement to be executed in connection with this Agreement.

(e) Other than changes in ownership to be filed with the U.S. Parent & Trademark Office with regard to the change in ownership of the Company, all consents, approvals and actions of, filings with and notices necessary of any governmental authority to permit the Seller Group to perform their respective obligations under this Agreement and under each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby (i) shall have been duly obtained, made or given, (ii) shall be in form and substance reasonably satisfactory to the Parent, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(f) All consents (or waivers in lieu thereof) (including, without limitation, the consents set forth on Schedule 3.03) to the performance by the Seller Group of their respective obligations under this Agreement and under each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby without violating any law or breaching (or giving rise to a right to terminate) any contract, (i) shall have been obtained, (ii) shall be in form and substance reasonably satisfactory to the Parent, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(g) All required proceedings to be taken on the part of the Seller Group in connection with the Transactions and all documents incident thereto shall be reasonably satisfactory in form and substance to the Parent, and the Parent shall have received copies of all such documents and other evidence as the Parent may reasonably request in order to establish the consummation of such Transactions and the taking of all proceedings in connection therewith.

(h) There shall not exist any material Encumbrances on any of the Purchased Assets or any of the Assigned Contracts (other than the Assumed Liabilities and Encumbrances on the Assumed Liabilities).

(i) All accounts payable of the Company arose in bona fide arm's length transactions in the ordinary course of Business and no account payable is delinquent by more than forty-five (45) days in its payment.

(j) The simultaneous closings of the transactions contemplated by those certain (i) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun and JLOJB; (ii) Asset Purchase Agreement by and among the Parent and GCS 12711 Plant, LLC, a Florida limited liability company, on the one hand, and the Trusts, Loeb, Baboun and JLOJB, on the other hand; (iii) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts Loeb, Baboun, Luis Moreno, Sudsies Operations North, LLC f/k/a Sudsies Boca LLC, a Florida limited liability company, and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; and (iv) Asset Purchase Agreement by and among EVI Industries, Inc., a Delaware corporation, and GCS 112-114 Plant, LLC, a Florida limited liability company, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts, Loeb, Baboun, Luis Moreno, and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand.

Section 2.03. **Conditions to Closing Obligation of the Seller Group.** The obligations of the Seller Group to consummate the Transactions and to enter into each agreement to be executed in connection with this Agreement at the Closing are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the Seller Group in its sole discretion):

(a) The representations and warranties of the Parent and the Buyer set forth in this Agreement and in each agreement to be executed in connection with this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except to the extent that any representation or warranty is limited by its terms to a specific date, in which case such representation or warranty need only be true and correct as of such date, and except that those representations and warranties that are modified as to materiality or contain a qualification referring to a "material adverse effect" or any similar modification or qualification shall be true and correct in all respects.

(b) The Parent and the Buyer shall have performed and complied in all material respects with each agreement, covenant and obligation required by this Agreement and by each agreement to be executed in connection with this Agreement to be so performed or complied with by the Parent and the Buyer at or before the Closing (including but not limited to the obligation to execute and deliver the documents required to be executed and delivered pursuant to Section 2.04(b)).

(c) All consents, approvals and actions of, filings with and notices to any governmental authority necessary to permit the Parent and the Buyer to perform of their respective obligations under this Agreement and by each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby, (i) shall have been duly obtained, made or given, (ii) shall be in form and substance reasonably satisfactory to the Seller Group, (iii) not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any governmental authority necessary for the consummation of the Transactions shall have occurred.

(d) All consents (or waivers in lieu thereof) (including, without limitation, the consents set forth on Section 3.03 of the Disclosure Schedules) to the performance by the Parent and the Buyer of their respective obligations under this Agreement and by each agreement to be executed in connection with this Agreement and to the consummation of the Transactions contemplated hereby and thereby (i) shall have been obtained, (ii) shall be in form and substance reasonably satisfactory to the Seller Group, (iii) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (iv) shall be in full force and effect.

(e) All required proceedings to be taken on the part of the Parent and the Buyer in connection with the Transactions and all documents incident thereto shall be reasonably satisfactory in form and substance to the Seller Group, and the Seller Group shall have received copies of all such documents and other evidence as the Seller Group may reasonably request in order to establish the consummation of such Transactions and the taking of all proceedings in connection therewith.

(f) The simultaneous closings of the transactions contemplated by those certain (i) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and the Trusts, Loeb, Baboun and JLOJB; (ii) Asset Purchase Agreement by and among the Parent and GCS 12711 Plant, LLC, a Florida limited liability company, on the one hand, and the Trusts, Loeb, Baboun and JLOJB, on the other hand; (iii) Asset Purchase Agreement by and among the Parent and the Buyer, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts Loeb, Baboun, Luis Moreno, Sudsies Operations North, LLC f/k/a Sudsies Boca LLC, a Florida limited liability company, and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand; and (iv) Asset Purchase Agreement by and among EVI Industries, Inc., a Delaware corporation, and GCS 112-114 Plant, LLC, a Florida limited liability company, on the one hand, and Sudsies Goldberg Holdings, LLC, a Florida limited liability company, JLOJB Management, LLC f/k/a/ Sudsies Management LLC, a Florida limited liability company, the Trusts, Loeb, Baboun, Luis Moreno and Davie Dry Cleaners, LLC, a Florida limited liability company, on the other hand.

Section 2.04. **Closing Deliverables**.

(a) At the Closing, the Seller Group shall deliver to the Parent and Buyer the following:

(i) the Escrow Agreement, duly executed by the Company;

(ii) a bill of sale in the form of Exhibit B hereto (the "**Bill of Sale**"), duly executed by the Company, transferring the Purchased Assets to the Buyer;

(iii) an assignment and assumption agreement in the form of Exhibit C hereto (the "**Assignment and Assumption Agreement**"), duly executed by the Company effecting the assignment to and assumption by the Buyer of the Assigned Contracts;

(iv) Noncompetition Agreements, in the form of Exhibit D-1 hereto (the "**Key Officer Noncompetition Agreement**"), duly executed by the Person set forth on Section 2.04(a)(v) of the Disclosure Schedules under the heading "Key Officers") and Noncompetition Agreements, in the form of Exhibit D-2 hereto (the "**Key Employee Noncompetition Agreement**"), duly executed by the Persons set forth on Section 2.04(a)(v) of the Disclosure Schedules under the heading "Key Employees");

(v) copies of all consents, approvals, waivers and authorizations referred to in Section 3.03 of the Disclosure Schedules;

(vi) an IRS Form W-9 completed and executed by the Company;

(vii) a certificate, duly executed by the Members and the President of the Company, certifying as to the matters set forth in Section 2.02(a), Section 2.02(b) and 2.02(c).

(viii) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of the Company certifying as to (A) the organizational documents of the Company, (B) resolutions of the managers and/or members of the Company, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the Transactions, and (C) the names and signatures of the officers of the Company authorized to sign this Agreement and the documents to be delivered hereunder;

(ix) all of the books and records of the Company relating to the Business;

(x) evidence, satisfactory to Parent, of the release and satisfaction of all Encumbrances on the Purchased Assets and Assigned Contracts (other than Encumbrances on the Assumed Liabilities);

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

(b) At the Closing (or as otherwise indicated), the Buyer shall deliver to the Company the following:

(i) to the account designated by the Company at least three (3) business days prior to the Closing Date by the Company in a written notice to the Buyer and Parent an amount equal to the Estimated Closing Cash Payment, by wire transfer of immediately available funds;

(ii) a share certificate or evidence of a book entry notation from the Parent's transfer agent representing the Stock Amount registered in the name of Rudski, within ten (10) business days following the Closing Date;

(iii) the Escrow Amount shall be wired to an account designated by the Escrow Agent;

(iv) the Escrow Agreement, duly executed by the Parent;

(v) the Bill of Sale, duly executed by the Buyer;

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

(vii) the Key Officer Noncompetition Agreements and the Key Employee Noncompetition Agreements, duly executed by the Buyer; and

(viii) a certificate, duly executed by the Chief Executive Officer of the Parent and the sole member of the Buyer, certifying as to the matters set forth in Section 2.03(a) and Section 2.03(b).

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER GROUP

The Company, the Trusts and the Members, jointly and severally, hereby represent and warrant to the Parent and the Buyer, subject to such exceptions as are specifically disclosed in the Disclosure Schedules, as set forth below. For purposes of this ARTICLE III, "the Seller Group's Knowledge," "Knowledge of the Seller Group" and any similar phrases shall mean the actual knowledge of any manager, officer or member of the Company, provided, however, such person shall be deemed to have "knowledge" of a particular fact, circumstance or other matter if a reasonably prudent person would be expected to become aware of such fact, circumstance or other matter.

Section 3.01. **Organization**. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has full limited liability company power and authority to conduct the Business as and, to the extent now conducted, to own, use and lease its assets. Except as set forth in Schedule 3.01(a), the Company is not required to be qualified, licensed or admitted to do business in any other jurisdiction. The names, titles and other positions of all of the officers and managers and/or members of the Company are listed in section 3.01(a) of the Disclosure Schedules.

Section 3.02. **Authority and Enforceability**.

(a) Each Member has the power, authority and full legal capacity to execute this Agreement and the documents to be delivered hereunder to which he is a party and perform his obligations hereunder and thereunder. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by each Member and, assuming the due authorization, execution and delivery by the Buyer and/or the Parent, constitute the legal, valid and binding obligations of such Member, enforceable against them in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(b) The Company has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by the Company of this Agreement and the documents to be delivered hereunder and the performance by the Company of its obligations hereunder and thereunder have been duly and validly authorized by its managers and members, and no other action on the part of the Company or its members is necessary. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of the Company, enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

(c) Each Trust has the power and authority to execute this Agreement and the documents to be delivered hereunder and perform its obligations hereunder and thereunder. The execution and delivery by such Trust of this Agreement and the documents to be delivered hereunder and the performance by such Trust of its obligations hereunder and thereunder have been duly and validly authorized by such Trust and its trustee, and no other action on the part of such Trust or its trustee is necessary. This Agreement and the documents to be delivered hereunder have been duly and validly executed and delivered by such Truist and, assuming the due authorization, execution and delivery by the Buyer and the Parent, constitute the legal, valid and binding obligations of such Trust, enforceable against it in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

Section 3.03. **No Conflicts; Consents**. Except as disclosed in Section 3.03(a) of the Disclosure Schedules, the execution, delivery and performance by the Seller Group of this Agreement and the documents to be delivered hereunder, and the consummation of the Transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of the Company; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Seller Group or the Purchased Assets; (c) subject to obtaining the consents referenced below, conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Seller Group is a party or to which any of the Purchased Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. Except as disclosed in Section 3.03(b) of the Disclosure Schedules, no consent, approval, waiver or authorization is required to be obtained by the Seller Group from any Person (including any governmental authority or vendor or supplier of the Company), and the Seller Group is not required to make any filing with or give any notice to any Person (including any governmental authority or vendor or supplier of the Company), in connection with the execution, delivery and performance by the Seller Group of this Agreement and the consummation of the Transactions contemplated hereby and in any document to be delivered hereunder. “Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, joint venture, vendor, supplier, other business organization, trust, union, association or governmental authority of any nature.

Section 3.04. **Equity Interests**. Section 3.04 of the Disclosure Schedules sets forth a complete and correct list of the authorized and issued membership interests of the Company. Such membership interests have been duly authorized and validly issued, is fully paid and non-assessable and was not issued in violation of, and is not subject to, any preemptive rights or other similar rights of any Person. There is no contract or other instrument outstanding that directly or indirectly: (i) calls for the issuance, sale, grant or other disposition of membership interests of the Company or securities that are convertible into, or have other rights to acquire, any securities of the Company; (ii) obligates the Company to grant, offer or enter into any of the foregoing; or (iii) relates to the voting or control of the membership interests of the Company. Each of the Trusts and Shmuel own, beneficially and of record, the membership interests of the Company listed opposite such Trust’s and Shmuel’s name on Section 3.04 of the Disclosure Schedules, free and clear of any Encumbrances.

Section 3.05. **Title to Purchased Assets**. The Company owns and has good title to the Purchased Assets, free and clear of Encumbrances.

Section 3.06. **Condition and Sufficiency of Assets**. The Purchased Assets are in good condition (reasonable wear and tear excepted) and are adequate for the uses to which they are being put, and none of such Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance or repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

Section 3.07. **Inventory.** All inventory, finished goods, raw materials, work in progress, packaging, supplies, cleaning products, consumables, all operational supplies customarily used in the conduct of the Business and other inventories included in the Purchased Assets consist of a quality and quantity usable and salable in the ordinary course of business.

Section 3.08. **Intellectual Property**.

(a) "**Intellectual Property**" means any and all: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing). For purposes of clarity, Intellectual Property does not include any rights, title or interest in or to any widely-available off-the-shelf software.

(b) Section 3.08 of the Disclosure Schedules lists all Intellectual Property included in the Purchased Assets ("**Purchased IP**"). The Seller Group owns or has adequate, valid and enforceable rights to use all the Purchased IP, free and clear of all Encumbrances. The Seller Group is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any Person.

(c) The Seller Group's prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property rights of any Person and there are no claims pending or threatened by any Person with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. No Person is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither the Seller Group nor any Affiliate of the Seller Group has made or asserted any claim, demand or notice against any Person alleging any such infringement, misappropriation, dilution or other violation.

Section 3.09. **Assigned Contracts.** Each Assigned Contract is valid and binding on the Company in accordance with its terms and is in full force and effect. None of the Seller Group or, to the Seller Group's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. To the Seller Group's Knowledge, other than obtaining any required consents, no event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assigned Contract have been made available to the Buyer. There are no disputes pending or, to the Knowledge of the Seller Group, threatened under any Assigned Contract.

Section 3.10. **Permits**. Section 3.10 of the Disclosure Schedules lists all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from governmental authorities included in the Purchased Assets (the "**Transferred Permits**"). The Transferred Permits are valid and in full force and effect. All fees and charges with respect to such Transferred Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Transferred Permit.

Section 3.11. **Financial Statements**. Complete copies of (i) the unaudited financial statements consisting of the balance sheet of the Company as at December 31, 2025, and the related statements of income and retained earnings, member's equity and cash flow for the year then ended, and (ii) the unaudited financial statements consisting of the balance sheet of the Company as at May 31, 2026 and the related statements of income and retained earnings, member's equity and cash flow for the five-month period then ended (collectively, the "**Financial Statements**") are set forth on Section 3.11 of the Disclosure Schedules. The Financial Statements fairly present in all material respects the financial condition of the Company at the date thereof and the results of operations of the Company for fiscal periods reported upon thereon, and are generally consistent with the accounting records of the Company (which accounting records are true, correct and complete in all material respects, except as set forth in such Schedule).

Section 3.12. **Absence of Changes**. Since December 31, 2025, the Company has been operated in the ordinary course consistent with past practice and there has not been any material adverse effect with respect to the Company or any event or development that, individually or together with any or all other such events, could reasonably be expected to result in a material adverse effect with respect to the Company

Section 3.13. **Employee Benefit Matters** .

(a) Section 3.13 of the Disclosure Schedules contains a list of each material benefit, retirement, employment, consulting, compensation, incentive, bonus, option, restricted unit, unit appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare and fringe-benefit agreement, plan, policy and program in effect and covering one or more employees of the Company, former employees of the Business, current or former managers of the Business or the beneficiaries or dependents of any such persons, and is maintained, sponsored, contributed to, or required to be contributed to by the Company, or under which the Company has any material liability for premiums or benefits (as listed on Section 3.13 of the Disclosure Schedules, each, a "**Benefit Plan**").

(b) To Seller Group's Knowledge, each Benefit Plan and related trust complies with all applicable laws. Each Benefit Plan (a '**Qualified Benefit Plan**") that is intended to be qualified under Section 401(a) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") has received a favorable determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to the Seller Group's Knowledge, nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from the Internal Revenue Service, as applicable. With respect to any Benefit Plan, to the Seller Group's Knowledge, no event has occurred or is reasonably expected to occur that has resulted in or would subject Seller to a tax under Section 4971 of the Code or the Purchased Assets to a lien under Section 430(k) of the Code.

Section 3.14. **Employee Matters**. Set forth in Section 3.14 of the Disclosure Schedules is a copy of the 2025 and present payroll summary of the Company which lists all employees who as of the date thereof and hereof were and are actively employed either full or part time by the Company and their respective positions, hire dates, termination dates (if applicable), base wage rates, and the amount of any other compensation.

Section 3.15. **Real Property**. The Company does not own any real property. All real property leased for a period greater than one (1) month by the Company is listed on Section 3.15 of the Disclosure Schedules (collectively, the "**Leased Real Property**"). The Company (i) has a valid and enforceable leasehold interest with respect to each item of Leased Real Property leased by it, subject to no Encumbrances (other than those contained in the underlying leases, real estate taxes and existing and future mortgages thereon), and (ii) is in possession of and has quiet enjoyment of each item of Leased Real Property leased by it. None of the Leased Real Property is subject to any sublease of all or any portion thereof and no Person other than the Company has any right to occupy any of the Leased Real Property. The Leased Real Property is adequate for the current needs of the Company and the anticipated needs of the Company. All of the leasehold improvements at the Leased Real Property are adequate for the current needs of the Company and are in good condition, ordinary wear and tear excepted. There is no pending or, to the Knowledge of the Seller Group, proposed, anticipated or contemplated, annexation, condemnation, eminent domain or similar proceeding, or any zoning or tax (except for owner's protest of current real estate tax assessments) or assessment proceeding affecting, or that may affect, all or any portion of the Leased Real Property.

Section 3.16. **Environmental Matters** .

Except as set forth on Section 3.16 of the Disclosure Schedules, the Company represents the following:

(a) The operations of Company with respect to the Business, Leased Real Property, and the Purchased Assets are currently in and have at all times been in compliance with all Environmental Laws. The Company has not received from any Person, with respect to the Business, Leased Real Property, or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing liabilities or requirements as of the Closing Date.

(b) The Company and its Affiliates have obtained and is in material compliance with all Environmental Permits (each of which is disclosed on Section 3.16(b) of the Disclosure Schedules) reasonably necessary for the conduct of the Business as currently conducted and for the ownership, lease, operation, or use of the Purchased Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with all applicable Environmental Law, and the Company is not aware of any condition, event, or circumstance that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation, or use of the Purchased Assets. With respect to any such Environmental Permits, the Company has undertaken, or will undertake prior to the Closing Date, all reasonable measures necessary to facilitate transferability of the same to the extent transferable, the Company is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any revocation, rescission, or material adverse change in the status or terms and conditions of the same.

(c) None of the Business or the Purchased Assets or any real property or site currently or formerly owned, leased, or operated by the Company or any of its Affiliates in connection with the Business is listed on, or has been proposed for listing on, or has disposed of waste material at any site listed on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) There has been no Release of Hazardous Materials in contravention of Environmental Law, or that could reasonably be expected to give rise to an investigation, remedial or corrective actions, or other Liabilities on the part of the Company pursuant to Environmental Law, with respect to the Business, Leased Real Property, or the Purchased Assets or any real property or site currently owned, operated, or used or formerly owned, leased, operated, or used by the Company in connection with the Business. There is no evidence of soil or groundwater contamination in violation of Environmental Law on the Leased Real Property. The Company has not received an Environmental Notice that any of the Business or the Purchased Assets or real property or site currently or formerly owned, leased, operated, or used by the Company in connection with the Business (including soils, groundwater, surface water, buildings, and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, the Company or any of its Affiliates.

(e) There are no past, pending, or, to the Knowledge of the Company, threatened Environmental Claims against the Company or any other Person occupying, using, or conducting operations on the Leased Real Property.

(f) Neither the Company nor any of its Affiliates has retained or assumed, by contract or operation of law, any liabilities of third parties under Environmental Law.

(g) The Company has provided or otherwise made available to Buyer and listed on Section 3.16(g) of the Disclosure Schedules: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, compliance assessments, risk assessments, economic models and other similar documents with respect to the Business or the Purchased Assets or any real property or site currently or formerly owned, leased, or operated by the Company in connection with the Business which are in the possession or control of the Company related to compliance with Environmental Laws, Environmental Claims, or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit, or otherwise control pollution and/or emissions, manage waste, or otherwise ensure compliance with current Environmental Laws (including, without limitation, costs of remediation, pollution control equipment, and operational changes).

(h) Neither the Company nor any of its Affiliates has entered into or agreed to enter into (and does not contemplate entering into) any consent decree or order, and the Company is not subject to any judgment, decree or judicial or administrative order relating to compliance with, or the cleanup of Hazardous Materials under, any applicable Environmental Laws.

(i) With respect to the operation of the Business or the Leased Real Property, neither the Company nor to its Knowledge any of its corporate predecessors or Affiliates have treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, or released any Hazardous Materials on the Leased Real Property or any real property adjacent to the Leased Real Property, or directly or indirectly on any other real property in violation in any material respects of Environmental Laws or in a manner that would be reasonably likely to result in material liability, or owned or operated the Business or Leased Real Property, so as to give rise to any current or future Environmental liabilities, including any liability for fines, penalties, response costs, corrective action costs, personal injury, property damage, natural resources damage or attorneys’ fees, pursuant to any Environmental Law.

(j) The Company is not aware of and does not reasonably anticipate, as of the Closing Date, any condition, event, or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede, or materially increase the costs associated with the ownership, lease, operation, performance, or use of the Business or the Purchased Assets as currently carried out.

(k) To the Knowledge of the Company, there are no PCBs or PCB containing equipment or materials, PFAS or PFAS containing equipment or materials, or asbestos or asbestos containing materials, located on or at the Leased Real Property.

(l) To the Knowledge of the Company, Section 3.16(l) of the Disclosure Schedules contains a complete and accurate list of all active or abandoned aboveground or underground storage tanks owned or operated by the Company at the Leased Real Property or as part of the Purchased Assets, all of which have been used and maintained in compliance in all material respects with all Environmental Laws.

(m) The Parties acknowledge that Buyer may, at its sole cost and expense, engage an environmental consultant to conduct environmental investigation(s) at the Leased Real Property, including invasive sampling. In the event Buyer conducts such an environmental investigation, the Company shall coordinate access to facilitate such investigation; provided, that, any such investigation shall not unreasonably interfere with the Business.

(n) For purposes of this Agreement:

(i) "**Environment**" means soil, land, surface and subsurface strata, surface waters (including navigable and non-navigable inland and ocean waters), groundwaters, drinking water supply, stream sediments, indoor or outdoor ambient air, plant and animal life, and any other environmental medium or natural resource.

(ii) "**Environmental Law**" means any federal, state or local law or governmental order relating to or for the protection of the environment, pollution (or cleanup thereof) and occupational health and safety, including without limitation any statute, regulation, and judicial and/or administrative decision or order pertaining to (i) the prohibition, regulation, or control, exposure to, monitoring and cleanup of any Hazardous Material; (ii) the treatment, storage, disposal, generation, processing, production, and transportation of Hazardous Materials; (iii) air (including indoor air), water, radiation, and noise pollution; (iv) groundwater and soil contamination; (v) the release or threatened release into the environment of Hazardous Materials, including without limitation emissions, discharges, injections, spills, escapes or dumping of pollutants, contaminants or chemicals; (vi) the protection of wild life, marine life and wetlands, including without limitation all endangered and threatened species, human health or safety; and (vii) manufacturing, processing, using, distributing, treating, storing, disposing, transporting, or handling of Hazardous Materials, all as amended to date. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Safe Water Drinking Act, 42 U.S.C. §300f et seq., and any appliable heath advisory; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(iii) "**Hazardous Materials**" means any waste, pollutant, contaminant, hazardous substance, toxic, ignitable, reactive or corrosive substance, hazardous waste, special waste, industrial substance, by-product, process intermediate product or waste, petroleum or petroleum-derived substance or waste, chemical liquids or solids, perchloroethylene, liquid or gaseous products, or any constituent of any such substance or waste, the use, handling or disposal of which by the Company is in any way governed by or subject to any applicable Environmental Law, but shall not include limited and reasonably necessary quantities of ordinary household or commercial supplies of any of the foregoing and repair, maintenance and cleaning supplies used in the ordinary operation of a commercial building which are maintained, stored and used in accordance with all Environmental Laws.

(iv) "**Environmental Permit**" means any Permit, letter, clearance, waiver, license, closure, notification, decision, or other action required under or issued, granted, given, authorized by, or made pursuant to Environmental Law.

(v) "**Release**" or "**Released**" means any release, spill, emission, overflow, leaking, pumping, pouring, dumping, emptying, discharge, disposing, deposit, injection, escaping, leaching, seepage, infiltration, introduction, or migration of any Hazardous Waste, whether intentional or accidental, unauthorized, of any substance into the Environment, into or out of any property, into or out of any building or other improvements.

Section 3.17. **Taxes**. Except as set forth on Section 3.17 of the Disclosure Schedules:

(a) All Tax Returns of, or with respect to, the Company, the Business and the Purchased Assets have been timely filed (including time granted extensions) with the appropriate governmental entity and are true, correct and complete in all respects and were prepared in compliance with all applicable laws.

(b) All Taxes that are due and payable of, or with respect to, the Company, the Business and the Purchased Assets (whether or not shown on any Tax Return) have been timely paid in full.

(c) With respect to the Company, the Business and the Purchased Assets, the Company has not (i) waived any statute of limitations with respect to any Tax Return or Taxes, (ii) agreed to any extension of time for filing any Tax Return, or (iii) consented to extend the period in which any Tax may be assessed or collected by any governmental entity and no such request to waive or extend is outstanding with the exception of the 2025 filings which will be filed prior to Closing.

(d) To the Knowledge of the Company, no Tax audits, claims, examinations, disputes, investigations or administrative or judicial Tax proceedings are being conducted with respect to the Company, the Purchased Assets, or the Business. The Company has not received a notice from any governmental entity (i) that any Tax audits, claims, examination, disputes, investigations or administrative or judicial Tax proceedings with respect to the Purchased Assets, the Business or the Company are threatened, pending or being conducted, (ii) requesting information related to Tax Returns or Tax matters with respect to the Company, the Purchased Assets or the Business or (iii) including a notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed against or on the Purchased Assets, the Company or the Business and none of the foregoing is threatened.

(e) The Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, member or other third party and all information reporting required with respect thereto (including Forms W-2 and 1099) has been properly completed and timely filed.

(f) There are no Encumbrances for Taxes relating to the Purchased Assets, nor are there any Encumbrances for Taxes which are pending or, to the Knowledge of the Company, threatened against the Purchased Assets.

(g) Except regarding the IRS powers of attorney Form 2048 filed with respect to Laurance Herrup, CPA, no power of attorney has been granted by the Company with respect to any matter related to Taxes of the Company, the Purchased Assets or the Business. No requests for ruling or determination letters or competent authority relief is currently pending with any Taxing Authority with respect to any Taxes of the Members or the Assets.

(h) To the Knowledge of the Company, no claim has been made by a governmental entity in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to Taxes with respect to any of the Purchased Assets or the Business.

(i) The Company does not have any liability for the Taxes of any Person under Treasury Regulation Section 1.1502–6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise. The Company is not a party to or bound by any Tax allocation or sharing agreement.

(j) The Company has not been a party to any "reportable transaction," as defined in Code Section 6707A(c)(1) and Treasury Regulations Section 1.6011-4(b) or any analogous provision of state, local or non-U.S. law.

(k) The Company is not a foreign person within the meaning of Section 1445 of the Code.

(l) The Company has had properly forgiven its Paycheck Protection Program Loan pursuant to Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, H.R. 748, 116th Cong. (2020), and any successor legislation.

(m) In accordance with applicable law, the Company has (i) properly collected and remitted all sales, use, gross receipts value added and similar Taxes with respect to sales, leases, licenses made, and services provided to its customers, and (ii) for all sales, leases, licenses and services that are exempt from sales, use, value added and similar Taxes and that were made without charging or remitting sales, use, gross receipts value added or similar Taxes, received and retained all Tax exemption certificates and other documentation required to qualify such sale, lease, license or service as exempt.

(n) "**Tax**" or "**Taxes**" shall mean any and all (i) federal, state, local or non-U.S. income, alternative or add-on minimum tax, gross receipts, capital stock/membership interests, sales, use, transfer, franchise, profits, windfall profits, environmental, license, registration, escheat, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, real or personal property and estimated taxes, premiums and occupation taxes, customs, duties, or other taxes or charges of any kind whatsoever, whether or not disputed, including any interest, penalties, fines, or additions thereto and (ii) liabilities payable to any Person (a) pursuant to any tax indemnity, tax allocation or tax sharing or other similar agreement or arrangement relating to the payment of any such tax, fee, assessment or charge, whether imposed directly or not, (b) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), (c) as a result of being a transferee, successor or member of an affiliated, consolidated, unitary or combined group, (d) by contract, (e) pursuant to applicable law or (f) otherwise.

(o) "**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedules or attachments thereto, and including any amendments thereof.

Section 3.18. **Accounts Receivable**. The Accounts Receivable: (i) arose from bona fide transactions in the ordinary course of the Business and are payable on ordinary trade terms, (ii) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their terms except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or similar laws, (iii) are not subject to any valid set-off or counterclaim, and (iv) the Company has the right to collect such accounts receivable in the ordinary course of the Business consistent with past practices in the aggregate recorded amounts thereof.

Section 3.19. **Suppliers.** Section 3.19 of the Disclosure Schedule sets forth the names and dollar amounts of each of the five (5) largest suppliers (based on expenditures) of the Company, with respect to the Business for the twelve (12) month period ended May 31, 2026. The Company has not received any written notice, and does not otherwise have any Knowledge that any such supplier intends to cancel, modify or otherwise change its relationship with the Company (as relates to the Business) or the Business in any material manner.

Section 3.20. **Insurance.** Section 3.20 of the Disclosure Schedules contains a true and complete list of all liability, property, workers' compensation, automobile, directors' and officers' liability and other insurance policies currently in effect that insure the Business or the operations or employees of the Company, or affect or relate to the ownership, use or operation of any of the Purchased Assets of the Company (including the names and addresses of the insured party thereunder and the insurers, the expiration dates thereof, the annual premiums and payment terms thereof, the amounts of coverage and deductibles thereunder, a brief description of the interests insured thereby and a copy of a detail loss history report issued by the insurer with respect to the prior five year period). The Company has not received notice (whether written or oral) that any insurer under any policy referred to in this Section 3.20 is denying liability with respect to a claim thereunder or defending under a reservation of rights clause.

Section 3.21. **Non-foreign Status**. No member of the Seller Group is a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 3.22. **Compliance with Laws**. The Seller Group has been and now is in material compliance with all applicable federal, state, and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 3.23. **Legal Proceedings**. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to the Seller Group's Knowledge, threatened against or by the Seller Group (a) relating to or affecting the Purchased Assets or the Assumed Liabilities; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the Transactions. To the Seller Group's Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.24. **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Seller Group.

Section 3.25. **Private Placement Representations**.

(a) Rudski has had an opportunity to review with Rudski's own tax advisors the tax consequences of the transactions contemplated hereby and understands that Rudski must rely solely on Rudski's own advisors (and not on the Parent, the Purchaser or any of their respective agents) for advice concerning the tax consequences of the transactions contemplated hereby. Rudski understands that Rudski shall be responsible for Rudski's own tax liabilities that may arise from the transactions contemplated hereby.

(b) Rudski must bear the economic risk of this investment indefinitely unless Stock Amount is registered pursuant to the United States Securities Act of 1933, as amended (the "Securities Act"), or an exemption from registration is available. Rudski understands that the Parent has no present intention of registering the Stock Amount. Rudski also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow Rudski to transfer all or any portion of the Stock Amount under the circumstances, in the amounts or at the times Rudski might propose.

(c) Rudski is acquiring Stock Amount for Rudski own account and for investment only, and not with a view towards its distribution.

(d) By reason of Rudski's financial experience, Rudski has the capacity to protect Rudski's own interests in connection with the transactions contemplated hereby.

(e) Rudski is an accredited investor within the meaning of Regulation D under the Securities Act.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER AND PARENT

The Parent and Buyer, jointly and severally, hereby represent and warrant to the Seller Group, as follows:

Section 4.01. **Organization**.

(a) The Parent is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets.

(b) The Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and has limited liability company power and authority to conduct its business as and to the extent now conducted and to own, use and lease its assets.

Section 4.02. **Authority and Enforceability**. Each of the Parent and the Buyer has the power and authority to execute this Agreement and the documents to be delivered hereunder to which it is a party and perform its respective obligations hereunder and thereunder. The execution and delivery by the Parent and the Buyer of this Agreement and the documents to be delivered hereunder to which they are a party and the performance by the Parent and the Buyer of their obligations hereunder and thereunder have been duly and validly authorized by the Board of Directors of Parent and the sole member of Buyer, and no other action on the part of the Parent, Buyer or their respective shareholders or members is necessary. This Agreement and the documents to be delivered hereunder to which the Parent or the Buyer are a party have been duly and validly executed and delivered by the Parent and the Buyer and, assuming the due authorization, execution and delivery by the Seller Group, constitute the legal, valid and binding obligation of the Buyer and the Parent, enforceable against them in accordance with their terms, subject in each case to bankruptcy, insolvency, reorganization, or other similar laws of general application affecting the rights and remedies of creditors, and to general principles of equity.

Section 4.03. **No Conflicts; Consents**. The execution, delivery and performance by the Parent and the Buyer of this Agreement and the documents to be delivered hereunder to which they are a party, and the consummation of the Transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of the Parent or the Buyer; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Parent or the Buyer; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Parent or the Buyer are a party. No consent, approval, waiver or authorization is required to be obtained by the Parent or the Buyer from any Person or entity (including any governmental authority) in connection with the execution, delivery and performance by the Parent and the Buyer of this Agreement and the consummation of the Transactions.

Section 4.04. **Brokers**. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Buyer.

ARTICLE V
COVENANTS

Section 5.01. **Restrictions on Business.** Except as expressly contemplated by this Agreement, or as the Parent may otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), at all times from the date of this Agreement until the earlier to occur of the Closing or the valid termination of this Agreement in accordance with the terms hereof, the Company shall:

(a) operate the Business in the usual, regular, and ordinary course in substantially the same manner as heretofore conducted;

(b) take all reasonable steps to preserve and protect the Purchased Assets in good working order and condition, ordinary wear and tear excepted;

(c) comply with all requirements of law, orders, and material contractual obligations applicable to the operation of the Business;

(d) use commercially reasonable efforts to preserve intact the Business, keep available the services of the Business's officers, employees, and agents and maintain the Business's current relations and good will with suppliers, customers, licensors, landlords, lenders, creditors, employees, agents, environmental regulators and others having business relationships with the Business, including by promptly paying all amounts owing to such Persons as and when such amounts are due (other than amounts being disputed in good faith);

(e) continue in full force and effect all insurance coverage pertaining to the Business or the Purchased Assets that are in effect as of the date of this Agreement or obtain substantially equivalent policies;

(f) confer with the Parent prior to implementing Business operational decisions that materially impact the Business, and report periodically to the Parent concerning the status of the Business;

(g) maintain the books and records in the ordinary course of business consistent with past practice;

(h) except in the ordinary course of Business consistent with past practices of the Company and not in excess of $20,000 or $50,000 in aggregate, not acquire, sell, lease, license, transfer or dispose of any properties or assets of the Company or enter into any other commitment or transaction that is material to the Company; provided, however, that neither the $50,000 limit nor the covenant to not enter into any other commitment or transaction that is material to the Company shall apply to product sales and inventory purchases by the Company;

(i) except in the ordinary course of Business consistent with past practices of the Company and not in excess of $20,000 or $50,000 in aggregate, not make or incur any expenditure, lease or commitment for additions to property or equipment or other tangible assets of the Company; provided, however, that the $20,000 limit shall not apply to product sales and inventory purchases by the Company;

(j) except in the ordinary course of business consistent with past practices of the Company and so long as not in excess of $20,000 or $50,000 in aggregate, enter into any contract or other instrument to which the Seller Group is a party or to which any of the Purchased Assets are subject, which contract continues after the Closing Date and cannot be terminated by the Company on not more than 30 days' notice without any liability on the part of the Company; provided, however, that the $50,000 limit shall not apply to contracts for product sales and contracts for inventory purchases by the Company;

(k) not (a) grant any bonuses, whether monetary or otherwise, make any distributions or dividends, or increase wages, salary, severance, pension or other compensation or benefits in respect of any Affiliates, related parties, current or former employees, officers, managers, members, independent contractors or consultants of the Company or their spouses, dependents or beneficiaries other than as required by law or as provided for in any existing written agreements as of the date hereof; (b) change the terms of employment or service for any such person or (c) take any action to increase the amount of or accelerate the vesting or payment of any compensation or benefits to any such person; provided, however, nothing herein contained shall be deemed to prohibit the Company from declaring and paying a dividend to the Trusts or bonus to the Members; or

(l) not, with respect to either Company, the Purchased Assets or the Business, (a) make, change or revoke any Tax election, (b) file any amended Tax Return, (c) enter into any closing agreement with respect to Taxes, (d) agree to an adjustment of any Tax attribute, (e) settle or compromise any liability for Taxes or surrender any claim for a refund or offset of any Taxes, (f) execute or consent to any waivers extending the statutory period of limitations with respect to the collection or assessment of material Taxes, (g) make any change (or file any such change) in any method of Tax accounting or (h) obtain any Tax ruling.

Section 5.02. **Investigations**. From the date hereof until the Closing Date or the earlier termination of this Agreement in accordance with the terms hereof, the Company, the Trusts and the Members shall, and shall cause all of the officers, managers, members, employees, agents, accountants and counsel or other agents and representatives (collectively, "**Representatives**") of the Company to, (i) upon reasonable prior notice, afford the Representatives of the Parent and the Buyer, during normal business hours (but in a manner so as to not disrupt the Business), reasonable access to (A) the offices, books, contracts and records of the Company and any records concerning the Company maintained and accumulated by it and its Representatives, and (B) those Representatives of the Company who have any knowledge relating to the Business, and (ii) promptly furnish to the Buyer and Representatives of the Parent such additional financial and operating data and other information regarding the Company or the Business (including, without limitation, any contracts or Permits in effect as of the date hereof and any contracts or Permits being negotiated or entered into between the date hereof and the Closing Date), properties and goodwill as the Parent may from time to time reasonably request. All such investigations by the Parent and its Representatives shall be performed at such times and locations as are reasonably mutually agreed to by the parties and shall be performed upon reasonable prior written notice to the Seller Group and in a manner that shall not be disruptive to the operations of the Business.

Section 5.03. **No Shop.** During the period from the date of this Agreement until the Closing or the earlier termination of this Agreement in accordance with the terms hereof, if applicable (the "**No-Shop Period**"), no member of the Seller Group shall permit any Affiliate of any member of the Seller Group (or authorize or permit any investment banker, financial advisor, attorney, accountant or other Person retained by or acting for or on behalf of the members of the Seller Group or any such Affiliate) to, take, directly or indirectly, any action to initiate, assist, solicit, participate, negotiate, encourage (including, without limitation, by way of furnishing non-public information) or accept any offer or inquiry from any Person (a) to engage in any merger, reorganization, recapitalization, consolidation, share exchange, business combination or other similar transaction (a "**Business Combination**") involving any member of the Seller Group, (b) to reach any agreement or understanding (whether or not such agreement or understanding is absolute, revocable, contingent or conditional) for, or to engage in any discussions or negotiations with respect to, or otherwise attempt to consummate, any Business Combination with any member of the Seller Group or (c) to furnish or cause to be furnished any information with respect to the Company (other than as contemplated by Section 5.02) which any member of the Seller Group or any such Affiliate knows or has reason to believe is in the process of considering any Business Combination with regard to the Company. Each member of the Seller Group shall immediately terminate (in writing, with a copy to the Parent) any and all discussions or negotiations of any type described in the first sentence of this Section 5.03. If, during the No-Shop Period, any member of the Seller Group receives or becomes aware that any of the member of the Seller Group or any Affiliate thereof (or any such Person acting for or on their behalf) has received from any Person (other than the Parent) any offer, inquiry or informational request referred to in the first sentence of this Section 5.03, the Members shall promptly advise such Person, by written notice, of the terms of this Section 5.03 and shall promptly, orally and in writing, advise the Parent of such offer, inquiry or request and the material terms and conditions of such offer, inquiry or request. The restrictions on the activities provided in this Section 5.03 shall terminate upon any termination of this Agreement.

Section 5.04. **Non-Solicitation**.

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Solicitation Period**"), none of the Company, the Trusts, Loeb or Baboun (the "**Loeb Group**") shall, and each member of the Loeb Group shall cause each of his or its Affiliates and Family Members (as defined below) not to, directly or indirectly, solicit, entice, persuade, induce or cause any employee, officer, manager, director, consultant, agent or independent contractor of the Parent, or any of the direct or indirect subsidiaries or Affiliates of the Parent (collectively, the "**Parent Group**") to terminate his, her or its employment, consultancy or other engagement with such entity and become employed by or engaged with any other Person, or approach any such employee, officer, manager, director, consultant, agent or independent contractor for any of the foregoing purposes, or authorize or assist in the taking of any of such actions by any Person. The foregoing shall not preclude any member of the Loeb Group from engaging any independent contractor to the Parent Group; provided that such engagement shall not interfere with the independent contractor's services to the Parent Group; provided, further, that such engagement shall not violate Section 5.05. "**Affiliate**" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control and for the avoidance of doubt, for purposes of Section 5.04 and Section 5.05 Affiliates shall include any company in which such Person is a limited partner, general partner, member, manager or officer; and "**Family Member**" means a cousin, child, stepchild, parent, stepparent, spouse, domestic partner, including, adoptive relationships, of a natural person referred to herein. For purposes of this Section 5.04(a), the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(b) During the Non-Solicitation Period, no member of the Loeb Group shall, and each member of the Loeb Group shall cause each of its Affiliates not to, directly or indirectly, solicit, entice, persuade, induce, or cause, or attempt to solicit, entice, persuade, induce, or cause:

(i) any Person who was or is a customer of the Company or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of this Agreement or was or is a customer of any of the Parent Group at any time during the Non-Solicitation Period; or

(ii) any lessee, equipment vendor or lessee, operator, vendor or supplier to, or any other Person who had or has a business relationship of any kind with, any of the Company or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of this Agreement or had or has a business relationship of any kind with any of the Parent Group at any time during the Non-Solicitation Period (the Persons referred to in items (i) and (ii) above, collectively, the "**Prohibited Persons**"), to enter into a business relationship with any other Person for the services, activities or goods that are the same as or substantially similar to or competitive with the Business as presently conducted and that any such Prohibited Person purchased from, was engaged in with or provided to, the Company or any of its Affiliates or any of the Parent Group, as applicable, or to reduce or terminate such Prohibited Person's business relationship with the Parent Group; and the Loeb Group shall not, directly or indirectly, approach any such Prohibited Person for any such purpose, or authorize or assist in the taking of any of such actions by any Person

(iii) For purposes of this Section 5.04, the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(iv) Each member of the Loeb Group acknowledges that the provisions of this Section 5.04 and the period of time and scope and type of restrictions on such member of the Loeb Group's activities set forth herein are reasonable and necessary for the protection of the Parent, which is paying substantial consideration, monies and other benefits to such member of the Loeb Group, and are an essential inducement to the Parent's entering into and performing this Agreement and the documents contemplated hereunder to which the Parent is party. If any covenant contained in this Section 5.04 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section 5.04 shall be enforceable to the maximum extent permitted by applicable law.

(v) Each member of the Loeb Group acknowledges that any breach or threatened breach of the covenants contained in this Section 5.04 will likely cause the Parent material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, the Parent shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

Section 5.05. **Non-Competition.**

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Competition Period**"), no member of the Loeb Group shall and each member of the Loeb Group shall cause each of its Affiliates and Family Members not to, anywhere within the State of Florida, and any county in which a customer of the Business is located, directly or indirectly, whether alone or as an owner, member, partner, member, manager, investor, lender, landlord, joint venturer, officer, director, consultant, independent contractor, agent, employee or otherwise of any company or other business enterprise, own, finance, manage, operate or engage in, or participate in the ownership, management or operation of, any business competitive with that of the Business. For avoidance of doubt, nothing set forth in this 5.05 will prohibit any member of the Loeb Group or any of their respective Affiliates or Family Members from being: (i) an equity holder in a mutual fund or diversified investment company; (ii) a passive owner of not more than two percent (2%) of an outstanding class of publicly traded securities, (iii) a landlord of a property that the Buyer or any of its Affiliates is the tenant; or (iv) a speaker at a third party conference or event related to the industry in which the Business is conducted.

(b) Each member of the Loeb Group acknowledges that the provisions of this Section 5.05 and the period of time, geographic area and scope and type of restrictions on such member of the Loeb Group's activities set forth herein, are reasonable and necessary for the protection of the Parent, which is paying substantial consideration, monies and other benefits to the Members and the Company and are an essential inducement to the Parent's entering into and performing this Agreement and the agreements contemplated by this Agreement to which the Parent is party. If any covenant contained in this Section 5.05 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section 5.05 shall be enforceable to the maximum extent permitted by applicable law.

(c) Each member of the Loeb Group acknowledges that any breach or threatened breach of the covenants contained in this Section 5.05 will likely cause the Parent material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, the Parent shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

Section 5.06. **Public Announcements**. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the Transactions without the prior written consent of the other party.

Section 5.07. **Tax Matters**.

(a) Transfer Taxes. All transfer, documentary, stamp, registration, value added and other such taxes (including bulk sales) and fees (including any penalties and interest) ("**Transfer Taxes**") incurred in connection with the sale of the Purchased Assets shall be borne and paid fifty percent (50%) by the Company and fifty percent (50%) by the Buyer when due. The Company shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and the Buyer shall cooperate with respect thereto as necessary).

(b) Apportionment. For all purposes of this Agreement, the portion of any Tax with respect to any taxable period that includes (but does not end on) the Closing Date (a "**Straddle Period**") that is allocable to the pre-Closing portion of such Straddle Period will be determined as follows: (i) in the case of any sales or use Tax, value added Tax, employment Tax, withholding Tax, and any Tax based on or measured by expenditures, income, profits, or receipts shall be determined based on the amount of Taxes that would be payable based on a closing of the books as of the end of the Closing Date, and (ii) in the case of all other Taxes, determined based on the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the applicable Straddle Period; provided that exemptions, allowances or deductions that are calculated on an annual basis (or on a monthly basis, where required) shall be allocated between the period ending on and including the Closing Date and the period beginning after the Closing Date (or with respect to federal income taxes in proportion to the number of days in each period).

(c) Tax Contests.

(i) If any governmental entity notifies the Buyer, or the Company of the existence of (i) any audit, litigation or other proceeding relating to Taxes with respect to the Business or the Purchased Assets for any pre-Closing Tax period or Straddle Period, or (ii) a deficiency in the payment of any Taxes with respect to the Business or the Purchased Assets for any pre-Closing Tax Period or Straddle Period (a " **Tax Claim**"), the Buyer or the Company, as applicable, shall give written notice to the other party within fifteen (15) days after receipt of written notice of the Tax Claim.

(ii) The Company, at its sole cost and expense, shall control any Tax Claim (including the settlement or resolution thereof) relating solely to a Tax period with respect to the Business or the Purchased Assets that ends on or before the Closing Date. The Company shall (i) control the conduct of such Tax Claim in good faith; (ii) keep the Buyer reasonably informed regarding the status of such Tax Claim; (iii) promptly deliver to the Buyer, for the Buyer's review and comment, any correspondence to be filed with the governmental entity with respect to such Tax Claim; (iv) promptly deliver to the Buyer copies of any correspondence received by the Company from a governmental entity with respect to such Tax Claim; (v) allow the Buyer, at the Buyer's sole cost and expense, to participate in such Tax Claim: and (vi) obtain the prior written consent of the Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) before entering into any settlement of such Tax Claim or ceasing to defend such Tax Claim if the resolution of such Tax Claim reasonably could be expected to affect the Tax liability of the Buyer. If the Buyer elects to participate in such Tax Claim at its own expense, the Company shall take such commercially reasonable actions as are requested in writing by the Buyer and reasonably necessary for the Buyer to participate in such Tax Claim, provided, however, that such actions shall not require the Company to incur any additional third-party costs or expenses.

(iii) The Buyer, at its sole cost and expense, shall control any Tax Claim (including the settlement or resolution thereof) that is not described in Section 5.07(c)(ii), including any Tax Claim relating to a Tax period with respect to the Business or the Purchased Assets for a Straddle Period. The Buyer shall (i) control the conduct of such Tax Claim in good faith; (ii) keep the Company reasonably informed regarding the status of such Tax Claim (including any requests to extend any applicable statutes of limitations); (iii) promptly deliver to the Company, for the Company's review and comment, any correspondence to be filed with the governmental entity with respect to such Tax Claim; (iv) promptly deliver to the Company copies of any correspondence received by the Buyer from a governmental entity with respect to such Tax Claim; (v) allow the Company, at the Company's sole cost and expense, to participate in such Tax Claim; and (vi) obtain the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed) before entering into any settlement of such Tax Claim or ceasing to defend such Tax Claim if the resolution of such Tax Claim reasonably could be expected to affect the Tax liability of the Company to the Buyer. If the Company elects to participate in such Tax Claim at its own expense, the Buyer shall take such commercially reasonable actions as are requested in writing by the Company and reasonably necessary for the Company to participate in such Tax Claim, provided, however, that such actions shall not require the Buyer to incur any additional third-party costs or expenses.

(d) Cooperation. The Company and the Buyer will each provide the other with such assistance as may reasonably be requested in connection with the preparation of any Tax Return relating to the Purchased Assets, or the audit or other examination by any governmental entity relating to liability for Taxes arising out of the ownership of the Purchased Assets, or with respect to all Tax proceedings relating to Taxes imposed on the Purchased Assets with respect to a Straddle Period or any time on or after the Closing Date (except in connection with litigation or threatened litigation between Buyer and the Company). Such assistance shall include the provision of records and information that are reasonably relevant to any such Tax Return, audit, examination or proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any such material.

(e) Tax Indemnification. From and after the Closing Date, the Seller Group shall indemnify and defend and hold the Buyer harmless from and against any of the following: (i) any and all Taxes due and payable by the Seller Group (other than the Company) for any taxable period; (ii) any and all Taxes with respect to the Business or the Purchased Assets for all Tax periods ending on or before the Closing Date and the portion of a Straddle Period which includes the Closing Date; (iii) except as set forth in in Section 5.07(a), any Transfer Taxes as provided in Section 5.07(a), (iv) the Taxes of any Person under Treasury Regulations section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise, with respect to any Tax period or portion thereof ending on or prior to the Closing Date, (v) any Taxes that that the Company was required to withhold from payments made to employees, consultants, members, or other parties prior to the Closing Date; (vi) liability for Taxes of the Company that becomes a liability of the Buyer under any common law doctrine of transferee or successor liability or otherwise by operation of contract or law, and (vii) all reasonable out-of-pocket third party costs and expenses, including reasonable legal fees and expenses, attributable to any item for which indemnification is provided in clauses (i)–(vi) above (the items in clauses (i)-(vii), the "**Indemnified Taxes**"). Notwithstanding any other provision of this Agreement, any obligation to make indemnity payments by the Seller Group for Indemnified Taxes pursuant to this Section 5.07(e) shall survive indefinitely and shall not be subject to the Threshold or the Cap under Article VI. The Seller Group shall indemnify the Buyer and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes.

(f) Cooperation in Obtaining Pre-Closing Tax Clearance. The Company has applied for a tax clearance certificate in Florida and shall provide promptly thereafter to the Buyer upon receipt to provide evidence of such clearance (a "**Tax Clearance Certificate**"). Any Tax liability assessed or imposed in response to the filing of a request for a Tax Clearance Certificate shall be promptly paid by the Company, provided that in the event of any failure by the Company to pay such assessed Taxes, Buyer shall withhold and remit such Taxes to the Florida Department of Revenue pursuant to Section 1.08.

(g) Conflict. In the event of a conflict between this Section 5.07 and any other provision of this Agreement, the provisions of this Section 5.07 shall take precedence.

Section 5.08. **Confidential Information**.

(a) Except as otherwise required by law or reasonably necessary in connection with any Tax dispute or other dispute under this Agreement or other agreements entered into in connection with the Transactions, no member of the Seller Group shall, during the period beginning on the Closing Date and ending on the later of (i) the two (2) year anniversary of the date that the Members cease to be an employee, consultant, contractor, or independent contractor of the Buyer, the Parent or any of the Parent's Affiliates or (ii) the fifth (5th) anniversary of the Closing Date, disclose or communicate to any Person (other than such party's attorneys, accountants and other professional advisors, a Governmental Authority or otherwise in connection with the enforcement of a party's rights against any other party), or use to the detriment of the Buyer, the Parent, any of the Parent's Affiliates, or the Business, or for the benefit of any Person, any Confidential Information or trade secrets relating to the Buyer, the Parent or any of the Parent's Affiliates, or the Business sold by the Company.

(b) For purposes of this Agreement, "**Confidential Information**" shall include the following:

(i) any information pertaining to the Business, the Company, or any of its Affiliates, and their respective businesses and operations, whether such information is in written form or communicated orally, visually or otherwise, that is proprietary, non-public or relates to any trade secret of any of them, including, without limitation, information that consists of or concerns any of their strategies, ideas, policies, sub-contractors, customers, customer lists, suppliers, vendors, current and future possible consultants and their requirements, competitors, businesses and affairs, graphs, and inventions, past, current and planned marketing methods, processes, strategies and materials, price lists, pricing policies, market studies, business plans, computer software and databases, contracts with any person, proposals, equipment purchase strategies, routing strategies, names or other information, strategies for business plans, plans, designs, drawings, specifications, techniques, models, data, documentation, diagrams, graphs, flow charts, research, discoveries, development, processes, procedures and "know--how," whether or not such information would be deemed a trade secret under applicable state or federal law.

All Confidential Information is also entitled to all of the protections and benefits under applicable Law.

(c) Notwithstanding anything to the contrary contained in this Section 5.08, Confidential Information shall not include any information that is or was in the public domain or subsequently came into the public domain through no fault of the Members, the Trusts or the Company or their respective agents, accountants and counsel, representatives and Affiliates.

(d) In the event that any member of the Seller Group or their respective agents, accountants and counsel, representatives and Affiliates are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar legal, judicial or regulatory process or as otherwise required by applicable law or regulation) to disclose any of the Confidential Information, such person shall: (a) to the extent practicable and not prohibited by applicable law, provide the Buyer with prompt written notice of such request or requirement, and (b) reasonably cooperate with the Parent or Buyer, at the sole expense of the Parent or the Buyer, so that the Company may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms and provisions of this Section 5.08. In the event that such protective order or other remedy is not obtained, or the Buyer or the Parent waives compliance with the terms and provisions hereof, the person requested or required to make such disclosure may disclose only that portion of the Confidential Information that such person is advised by legal counsel in writing that such person is legally required to disclose.

Section 5.09. **Change of Name**. Immediately prior to the Closing, the Members shall cause the Company and Subsides Management to change their name to a name that does not include the words "Sudsies", "Rugsies", "Consumer", "Laundry," "Services", "Garment" or "Care".

Section 5.10. **Public Announcements**. Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the Transactions without the prior written consent of the other party.

Section 5.11. **Tail Insurance**. Prior to the Closing, the Company shall have obtained and paid for an extended reporting period also referred to as tail or runoff coverage under the Environmental insurance policy by purchasing a "tail" policy with respect thereto for no less than six (6) years after the Closing Date in a form reasonably acceptable to the Buyer, including with respect to coverage amounts and Persons covered. The Company shall have provided a copy of such tail or runoff coverage to the Buyer prior to Closing. From and after the Closing, the Buyer shall continue to honor its obligations under any such insurance procured pursuant to this Section 5.11, and shall not cancel (or permit to be canceled) or take (or cause to be taken) any action or omission that would reasonably be expected to result in the cancellation thereof. The cost of such tail policy shall be borne by the Seller Group.

Section 5.12. **Cooperation**. The parties shall reasonably cooperate with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, including, without, obtaining any assignments or consents in connection with the Purchased Assets and the Assigned Contracts.

Section 5.13. **Further Assurances**. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the Transactions contemplated by this Agreement and the documents to be delivered hereunder.

Section 5.14. **Voting of Stock Amount**.

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Voting Period**"), Rudski hereby agrees to vote or cause to be voted, or consent or cause to be consented, with respect to all matters submitted to a vote or consent, as the case may be, of the Parent's stockholders, whether the matter is brought before any meeting of the stockholders of the Parent however called, proposed to be taken by written consent of the stockholders of the Parent or otherwise, all of the shares of Parent's Common Stock owned or held by Rudski, directly or indirectly (the "**Rudski Shares**"), in accordance with the recommendations or directions of the Parent's board of directors (the "**Parent Board**"). For the avoidance of doubt, the term "**Rudski Shares**" shall include the Stock Amount, all shares of Parent Common Stock owned or held by Rudski, directly or indirectly, as of the Closing Date (after giving effect to the transactions contemplated hereby) and all shares of the Parent Common Stock subsequently acquired by Rudski by any means, including, without limitation, upon exercise of any stock option, warrant or similar purchase right.

(b) In furtherance of the voting agreement of Rudski contained in Section 5.14(a), and during the Voting Period, Rudski hereby constitutes and appoints as the proxy of Rudski, and hereby grant a power of attorney to, the Parent and its designees, with full power of substitution, with respect to all matters submitted to a vote or consent of the Parent's stockholders as contemplated by Section 5.14(a). The proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the parties in connection with the transactions contemplated here by, and, as such, each is coupled with an interest and shall be irrevocable during the Voting Period.

(c) Rudski hereby revokes any and all previous proxies or powers of attorney with respect to the Rudski Shares and shall not hereafter, during the Voting Period, purport to grant any other proxy or power of attorney with respect to any of the Rudski Shares, deposit any of the Rudski Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person or entity, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Rudski Shares.

Section 5.15. **Lock-Up**.

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Lock-Up Period**"), except as otherwise expressly permitted pursuant to this Section 5.15, Rudski shall not Transfer (as hereinafter defined) any Rudski Shares without the prior written consent of the Parent Board, which consent may be granted or withheld in its sole and absolute discretion, and subject to any terms and conditions of the Parent, including, without limitation, (i) that any Transfer be conducted by a securities professional appointed by the Parent and/or (ii) that any Transfer be subject to volume limitations determined by the Parent. For all purposes of this Agreement, the term "**Transfer**" means, as a noun, any direct or indirect, voluntary or involuntary transfer, sale, pledge, encumbrance, assignment, hypothecation, gift, or other disposition and, as a verb, to voluntarily or involuntarily, directly or indirectly, transfer, sell, assign, pledge, encumber, hypothecate, give, or otherwise dispose of, any of the Rudski Shares. In addition, with respect to the Seller that is an entity, any Transfer by any equity holder of such entity of his equity interests in such entity, or the issuance of any additional equity interests in such entity, shall be deemed to be a Transfer for purposes of this Agreement.

(b) Rudski shall be free at any time (without the consent of the Parent Board but, in the case of clause (i) of this sentence, upon at least five (5) business days advance written notice to the Parent) to Transfer all or any portion of his Rudski Shares: (i) to (A) Rudski's spouse or his natural born or legally adopted children, or (B) a trust or estate, limited liability company, limited partnership or similar vehicle owned or controlled by the Seller; and (ii) to the Parent. Rudski Shares owned or held by Rudski may also be Transferred upon Rudski's death or involuntarily by operation of law. In addition, Rudski Shares may be Transferred pursuant to a merger, consolidation or other business combination involving the shares of the Parent Common Stock that has been approved by the Parent Board and otherwise in compliance with all applicable laws, rules and regulations. Notwithstanding the foregoing, in the case of any Transfer permitted under this Section 5.15(b) other than a permitted Transfer pursuant to the preceding sentence or clause (ii) of this Section 5.15(b), it shall be a condition to such Transfer that such transferee agrees, by executing a joinder agreement in substantially the form attached hereto as Exhibit E (y) to be bound by Section 5.13 and Section 5.14 the same as Rudski with respect to all of the Rudski Shares Transferred to such transferee, and (z) that all of the Rudski Shares Transferred to such transferee remain subject to Section 5.13 and Section 5.14 and all of the terms, conditions and restrictions hereof as Rudski Shares.

(c) Rudski covenants that the Stock Amount will only be disposed of pursuant to an effective registration statement under, and in compliance with the requirements of, the Securities Act or pursuant to an available exemption from the registration requirements of the Securities Act, and in compliance with any applicable state securities laws. In connection with any transfer of Stock Amount other than pursuant to an effective registration statement or to the Parent, the Parent may require the transferor to provide to the Parent an opinion of counsel selected by the transferor, the form and substance of which opinion shall be reasonably satisfactory to the Parent, to the effect that such transfer does not require registration under the Securities Act

Section 5.16. Legends. Rudski agrees to the imprinting of the following legend on any certificate or book entry notation evidencing any of the Stock Amount:

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT VOTING AND TRANSFER RESTRICTIONS PURSUANT SECTIONS 5.13 AND 5.14 OF THAT CERTAIN ASSET PURCHASE AGREEMENT, DATED JULY 17, 2026, AND ALL AMENDMENTS THERETO, COPIES OF WHICH ARE ON FILE AT THE PRINCIPAL OFFICE OF THE ISSUER, AND VOLUNTARY OR INVOLUNTARY SALE, PLEDGE, ASSIGNMENT, HYPOTHECATION, GIFT, OR OTHER DISPOSITION OR TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE OR ANY INTEREST THEREIN SHALL BE SUBJECT TO THE TERMS OF SUCH PROVISIONS OF THE ASSET PURCHASE AGREEMENT AND THE SHARES REPRESENTED HEREBY SHALL REMAIN SUBJECT TO THE TERMS OF THE ASSET PURCHASE AGREEMENT.

ARTICLE VI
INDEMNIFICATION

Section 6.01. **Indemnification by the Seller Group**. Subject to Section 6.06 hereof, the Seller Group shall, jointly and severally, defend, indemnify and hold harmless the Buyer, and its members, managers, shareholders, directors, officers, employees and Affiliates (the "**Parent Indemnitees**") from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys' fees and disbursements ("**Losses**"), arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of the Seller Group contained in this Agreement or any document to be delivered hereunder;

(b) any material breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Seller Group pursuant to this Agreement or any document to be delivered hereunder;

(c) any Excluded Asset, Excluded Liability or Buyer Indemnified Taxes;

(d) the conduct of the Company's participation in the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, H.R. 748, 116th Cong. (2020), and any successor legislation (the "**Special Indemnity**"); or

(e) all Losses (including Losses related to regulatory agency actions or vapor intrusion), liabilities, costs (including investigative, monitoring, containment, disposal and remediation costs and court costs and other costs of administrative or judicial proceedings), fines and penalties, judgments, awards or damages (including personal injury and property damages based on or arising out of exposure to Hazardous Materials), natural resource damage and assessments, third party claims, injunctive relief and fees (including reasonable attorney, expert, engineering and consultant fees) (i) related to, caused by, or resulting from the presence, creation, storage, impoundment, handling, or Release of any Hazardous Materials, if any, on the Leased Real Property or migrating therefrom with respect to the period prior to the Closing; (ii) related to the Company's obligations as set forth by any of the Assigned Contracts, leases or other contractual agreements in effect or previously in effect at the Leased Real Property where the Company operates or operated the Business as tenant relating to periods prior to the Closing related to, caused by, or resulting from the presence, creation, storage, impoundment, handling, or Release of any Hazardous Materials, if any, on the Leased Real Property; or (iii) arising under, relating to, or with respect to any Environmental Laws applicable to the Company prior to the Closing Date, irrespective of whether the Release, act, omissions, claims or violations are alleged to have occurred or the facts and conditions giving rise or related to the Losses, liabilities or costs were known or unknown as of Closing (the "**Environmental Indemnity**"). Buyer and Seller agree that all such Losses, liabilities, costs, fines, penalties, claims, and fees provided under this subsection (e) are each and collectively an Excluded Liability, notwithstanding anything to the contrary in this Agreement.

Section 6.02. **Indemnification by the Buyer**. Subject to Section 6.06 hereof, the Buyer and the Parent shall, jointly and severally, defend, indemnify and hold harmless the Seller Group, their respective Affiliates and their respective members, managers, officers and employees (the "**Seller Indemnitees**") from and against all Losses, arising from or relating to:

(a) any inaccuracy in or breach of any of the representations or warranties of the Buyer or the Parent contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Buyer or the Parent pursuant to this Agreement or any document to be delivered hereunder;

(c) any Assumed Liability or arising under the Assumed Contracts after the Closing; and

(d) operations of the Business by Buyer under the Company's name from and after Closing.

Section 6.03. **Indemnification Procedures**. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as are reasonably appropriate under the circumstances, and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 6.04. **Survival.** The representations and warranties of the parties contained herein shall not be extinguished by the Closing, but shall survive the Closing for, and all claims for indemnification in connection therewith shall be asserted not later than eighteen months (18) following the Closing Date (the "**Survival Period**"); provided however that each of the representations and warranties contained in Section 3.01 (Organization), Section 3.02 (Authority and Enforceability), Section 3.04 (Equity Interests), Section 3.05 (Title to Purchased Assets), Section 3.16 (Environmental Matters), Section 3.17 (Taxes), Section 3.24 (Brokers), Section 4.01 (Organization), Section 4.02 (Authority and Enforceability) and Section 4.05 (Brokers) (collectively, the "**Surviving Representations**") and the Special Indemnity shall survive until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days, and the period during which a claim for indemnification may be asserted in connection therewith shall continue until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days. The Environmental Indemnity and the covenants and agreements of the parties hereunder shall survive the Closing indefinitely or for the period explicitly specified therein and the period during which a claim for indemnification may be asserted in connection therewith shall continue in effect and expire in accordance with their respective terms. Notwithstanding the foregoing, if, prior to the close of business on the last day a claim for indemnification may be asserted hereunder, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

Section 6.05. **Tax Treatment of Indemnification Payments**. All indemnification payments made by the Seller Group under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.06. **Limitations on Indemnification.** Neither the Seller Group nor the Parent and the Buyer shall be obligated to indemnify or hold harmless the other in respect of any Losses suffered, incurred or sustained by such party under Section 6.01(a) or Section 6.02(a), as applicable, until such Losses equal or exceed $25,000 in the aggregate (the "**Threshold**") (at which point such party will be obligated to indemnify the other for the amount of such Losses in excess of the Threshold) and neither the Seller Group nor the Parent and the Buyer shall be obligated to indemnify the other for the amount of any Losses as a result of any breach or breaches under Section 6.01(a) or Section 6.02(a), as applicable, in excess of $270,000 in the aggregate (the "**Cap**"); provided, however, that the Threshold and Cap shall not apply to any Losses resulting from (i) fraud on the part of such party, or (ii) any breach of or inaccuracy in any of the Surviving Representations; provided further, however, that nothing in this Section 6.06 shall limit the obligation of the Seller Group to indemnify the Parent Indemnitees with respect to the items set forth in Section 6.01(b), Section 6.01(c), Section 6.01(d) or Section 6.01(e), or the obligation of the Buyer and the Parent to indemnify the Seller Indemnitees with respect to the items set forth in Section 6.02(b), Section 6.02(c) or Section 6.02(d). In no event (other than fraud on the part of the Seller Group) shall the aggregate liability of the Seller Group for any Losses not subject to the Cap exceed the Purchase Price.

Section 6.07. **Effect of Investigations**. The Parent's and the Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of the Seller Group contained herein will not be affected by any investigation conducted by the Parent or the Buyer with respect to, or any knowledge acquired by the Parent or the Buyer at any time after the Closing, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

ARTICLE VII
TERMINATION

Section 7.01. **Termination**. This Agreement may be terminated, and the Transactions may be abandoned at any time prior to the Closing:

(a) by the mutual written consent of the Parent and the Seller Group;

(b) by either the Parent or the Seller Group, upon ten (10) days prior written notice to the other party, if the Closing shall not have occurred on or before September 1, 2026;

(c) by the Parent by written notice to Seller if 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 pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Seller Group within thirty (30) days of the Seller Group's receipt of written notice of such breach from Parent;

(d) by the Seller Group by written notice to the Parent if Seller Group 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 Parent or Buyer pursuant to this Agreement and such breach, inaccuracy or failure has not been cured by Buyer within thirty (30) days of the Parent's receipt of written notice of such breach from Seller Group; or

(e) by either the Parent or the Seller Group if any court of competent jurisdiction or other governmental authority shall have issued an order or taken any other action permanently enjoining, restraining or otherwise prohibiting the Transactions and such order, decree, ruling or other action shall have become final and non-appealable.

Section 7.02. **Effect of Termination .** Upon termination of this Agreement pursuant to Section 7.01, all of the obligations of the parties shall terminate except those under Sections 5.08(d) and 8.01 and except the confidentiality obligations under the Letter of Intent among the parties dated March 5, 2026, and the Standard Mutual Non-Disclosure Agreement entered into by the parties dated March 13, 2025; provided, however, that (i) no such termination shall relieve any party of any liability to the other party by reason of any willful, material breach of under this Agreement, and (ii) the parties shall not publicly disclose, and the parties shall cause their Affiliates and Representatives not to publicly disclose, the proposed terms and conditions set forth herein or any non-public information regarding the other party, except as may be required by law or to professional advisors; and (iii) Buyer and its advisers shall return all materials provided by the Seller Group hereunder or under the Non-Disclosure Agreement, including, without limitation, all periods up to and including the termination date, without retaining copies thereof.. Under penalty of perjury, Buyer shall provide written certification as to the return or destruction of retained copies.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. **Expenses .** Except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such costs and expenses.

Section 8.02. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, provided that a copy of such e-mail notice is also delivered in compliance with clauses (a) or (b) above within two (2) business days after such e-mail transmission. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

If to the Seller Group:	JLOJB, Inc. f/k/a/ Sudsies, Inc. Mr. Jason Loeb c/o Russell S. Jacobs, Esq. The Jacobs Law Group 20700 West Dixie Highway Aventura, Florida 33180 305.405.4444 (office) 305.776.6500 (text only) 305.402.0138 (fax) russ@thejacobslawgroup.com Direct: jason@jasonloeb.com 305-803-7837
with a copy to:	Abigail Watts-FitzGerald Law, PLLC 201 Alhambra Circle, Suite 1205 Coral Gables, Florida 33134 Email: awf@wattsfitz-law.com Telephone No.: 305-978-8521 Attn.: Abigail C. Watts-FitzGerald
If to The Buyer:	EVI Industries, Inc. 4500 Biscayne Boulevard Suite 340 Miami, FL 33137 Email: hnahmad@evi-ind.com Telephone No.: (305) 402-9300 Facsimile No.: (305) 751-4903 Attn.: Mr. Henry M. Nahmad
with a copy to:	Troutman Pepper Locke LLP 875 Third Avenue New York, NY 10022 Email: joseph.walsh@troutman.com Telephone No.: (212) 704-6030 Facsimile No.: (212) 704-5919 Attn.: Joseph Walsh, Esq.

Section 8.03. **Headings**. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04. **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 8.05. **Entire Agreement**. The Non-Disclosure Agreement, this Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 8.06. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.07. **No Third-party Beneficiaries .** Except as provided in ARTICLE VI, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.08. **Amendment and Modification**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

Section 8.09. **Waiver**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.10. **Governing Law; Waiver of Trial by Jury**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to a contract executed and performed in such State without giving effect to the conflicts of Laws principles thereof, which would result in the applicability of the Laws of another jurisdiction . TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTION. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 8.11. **Jurisdiction**. Each of the parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of Florida and the courts of the State of Florida located in Miami-Dade County in connection with any Action arising out of or relating to this Agreement or the Transactions, waives any objection to venue in the United States District Court for the Southern District of Florida and the courts of the State of Florida located in Miami-Dade County, and agrees that service of any summons, complaint, notice or other process relating to such proceeding may be effected in the manner provided by Section 8.01.

Section 8.12. **Specific Performance**. Each of the parties agree that, if any party breaches or threatens to breach any provision of this Agreement, the other party will be entitled, in addition to any other rights or remedies it may have, to a decree or order of specific performance to enforce the observance and performance of such provision and an injunction restraining such breach or threatened breach, in addition to any other remedy to which they are entitled at Law or in equity.

Section 8.13. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

EVI INDUSTRIES, INC.,
a Delaware corporation

By:/s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

GARMENT CARE SERVICES FL, LLC,
a Delaware limited liability company

By:/s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer

JLOJB ON-SITE, LLC,
a Florida limited liability company

By:/s/ Jason Loeb
Name: Jason Loeb
Title: President

THE JORGE BABOUN AND MICHELLE ZAMBELLI BABOUN INTER VIVOS DECLARATION OF TRUST CREATED MARCH 13, 2023

By:/s/ Jorge Baboun
Name: Jorge Baboun
Title: Trustee

JASON LOEB FAMILY TRUST UAD DECEMBER 7, 2005 AS AMENDED

By:/s/ Jason Loeb
Name: Jason Loeb
Title: Trustee

/s/ Jason Loeb

Name: Jason Loeb

/s/ Jorge Baboun

Name: Jorge Baboun

/s/ Shmuel Rudski

Name: Shmuel Rudski

Exhibit 2.6

EXECUTION COPY

AGREEMENT FOR THE PURCHASE OF PERSONAL GOODWILL

This **AGREEMENT FOR THE PURCHASE OF PERSONAL GOODWILL** (this "Agreement") is made as of July 17, 2026, by and among **EVI INDUSTRIES, INC**., a Delaware corporation (the "Parent"), **GARMENT CARE SERVICES FL, LLC,** a Delaware limited liability company and an indirect wholly-owned subsidiary of the Parent (the "Purchaser"), on the one hand, and **JASON LOEB**, an individual (the "Seller"), on the other hand. The Purchaser, the Parent and the Seller are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the Seller has worked in the business of garment care, textile cleaning, and repair business providing dry cleaning, laundering, wash-dry-fold services, pressing, finishing, stain treatment, and related garment and fabric care services for garments, clothing, footwear, handbags, rugs, and household textiles and other items, including, without limitation, shoe cleaning, handbag cleaning and repair, clothing alterations and tailoring, rug cleaning and repair, and the cleaning and repair of household items, including, but not limited to, drapery, pillows, bedding, and patio furniture cushions (the "**Business**") for many years, serving as, among other capacities, an owner and executive officer in companies in the Business;

WHEREAS, the Business includes the acceptance of customer items through retail drop-off, the return of cleaned or repaired items through customer pick-up, and the provision of scheduled or on-demand pickup and delivery services to customers' residences, offices, or other designated locations;

WHEREAS, the Business encompasses all activities related or incidental thereto, including, without limitation, customer intake, order processing, garment and item tagging, sorting, cleaning, laundering, pressing, finishing, repair, restoration, alteration, storage, routing, billing, and any other services or activities that may be performed through or in connection with the dry-cleaning, fabric care, or repair process, including any items that can be cleaned, repaired, restored, or otherwise improved through such processes;

WHEREAS, throughout the Seller's career in the Business, the Seller has personally developed and maintained relationships with customers, vendors, suppliers, service providers, industry contacts, apartment-building and residential delivery program contacts, and other business counterparties, and has served and continues to serve as the primary point of contact and primary relationship driver for key accounts and strategic partnerships material to the Business;

WHEREAS, throughout the Seller's career in the Business, the Seller has independently developed, accumulated, and refined valuable know-how, including proprietary processes, procedures, methodologies, techniques, trade secrets, institutional knowledge, specialized skills, and other intangible expertise that is personal to the Seller and not owned by, assigned to, or otherwise attributable to JLOJB, Inc. f/k/a/ Sudsies, Inc., a Florida corporation ("JLOJB"), or any other business entity, and such know-how constitutes a material component of the goodwill being sold under this Agreement and is integral to the relationships, reputation, and expectancy of continued patronage that comprise the Personal Goodwill;

WHEREAS, JLOJB is engaged in the Business throughout South Florida (the "JLOJB'S Business");

WHEREAS, Purchaser desires to purchase and acquire substantially all of the assets of the JLOJB'S Business;

WHEREAS, the Seller indirectly owns, beneficially and of record, fifty percent (50%) of S through the Jason Loeb Family Trust UAD December 7, 2005 as amended (the "Loeb Trust"), and is a director, President and Chief Executive Officer of JLOJB;

WHEREAS, the Seller has independently developed, cultivated and acquired personal relationships, reputation, influence, personal referral sources, personal market knowledge, personal customer, vendor and supplier credibility, and relationship-based expectancy of continued patronage in connection with the operation of the JLOJB'S Business, through the personal ability, personality, reputation, skill and integrity of the Seller (collectively, the "Personal Goodwill");

WHEREAS, the Purchaser desires to acquire all of the Personal Goodwill at the Closing, upon the terms and conditions set forth in this Agreement;

WHEREAS, the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement are conditioned upon the concurrent execution and delivery of that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Parent, Purchaser, JLOJB, the Loeb Trust and the Jorge Baboun and Michelle Zambelli Baboun Inter Vivos Declaration of Trust Created March 13, 2023, Seller and Jorge Baboun, pursuant to which JLOJB will sell, and Purchaser will purchase, as of the closing of the transactions contemplated by such agreement (the "Asset Closing"), substantially all of the assets of JLOJB;

WHEREAS, the Seller is not now, nor has the Seller previously been, subject to an employment agreement, noncompetition agreement, non-solicitation agreement, or similar restrictive covenant agreement relating to the Personal Goodwill; and

WHEREAS, to protect the Personal Goodwill, all of which is to be acquired by the Purchaser pursuant hereto, and in order to induce the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, the Seller is willing to be bound by the Covenants (as defined below) set forth herein.

NOW, THEREFORE, in consideration of the recitals above, which are incorporated in and considered a part of this Agreement, the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Personal Goodwill; Purchase Price and Exchange of Consideration.

1.1 Seller Consideration. As of the Closing (as defined below), on the terms and subject to the conditions set forth herein, the Seller shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall accept from the Seller, all of the Seller's Personal Goodwill as set forth herein including, but not limited to, all of the Seller's rights and benefits related to the Personal Goodwill, free and clear of all liens, encumbrances, claims, options, security interests, calls and commitments of any kind (collectively, "Liens"). At the Closing, the Seller shall cease to have any further rights with respect to the Personal Goodwill. If the Seller has any rights in or to the Personal Goodwill that cannot be assigned or transferred to the Purchaser, then the Seller hereby irrevocably and unconditionally waives the enforcement of such rights and all claims and causes of action of any kind as to the Personal Goodwill against the Purchaser and its designees with respect to such rights.

1.2 Purchase Price. In exchange for the Personal Goodwill, the Covenants (as defined below) and subject to the allocation set forth in Section 1.3, the Purchaser shall pay to the Seller a purchase price equal to Seven Million One Hundred and Twenty Four Thousand Seven Hundred Seventy Eight Dollars ($7,124,778) (the "Purchase Price"), consisting of (i) a cash payment of Six Million Six Hundred Twenty Four Thousand Seven Hundred Seventy Eight ($6,624,778) (the "Cash Amount") and (i) a number of shares of Parent common stock, par value $0.025 per share (the "Parent Common Stock") equal to quotient of Five Hundred Thousand Dollars ($500,000) divided by a price per share determined by the Parent's board of directors (the "Stock Amount"). On the Closing Date, the Purchaser shall pay to the Seller the Cash Amount, in cash by wire transfer of immediately available funds to an account designated by the Seller at the Closing (the "Closing Date Payment") and no later than ten (10) business days following the Closing Date, share certificate or book entry notation representing the Stock Amount.

1.3 Purchase Price Allocation. The Parties agree that, pursuant to Section 1060 of the Internal Revenue Code of 1986, as amended, the Purchase Price shall be allocated as follows: (a) One Hundred Thousand Dollars ($100,000) shall be allocated to the Covenants, including, the covenants not to solicit set forth in Section 5.2 and not to compete set forth in Section 5.3 as a Class VI Section 197 intangible; and (b) Seven Million Twenty Four Thousand Seven Hundred Seventy Eight Dollars ($7,024,778) shall be allocated to the Personal Goodwill as a Class VII asset consisting of goodwill and going concern value. The Parties acknowledge and agree that this allocation was separately negotiated by the Parties at arm's length and in good faith and reflects the Parties' mutual assessment of the economic value attributable to each asset class. Each Party shall report the transaction on all applicable tax returns, including IRS Form 8594 (Asset Acquisition Statement Under Section 1060) to the extent required, consistently with the foregoing allocation, shall not take any position inconsistent with such allocation unless required to do so by a final determination of a court or taxing authority of competent jurisdiction, and shall promptly notify the other Party in writing if any taxing authority proposes any adjustment to such allocation.

1.4 Excluded Assets. The Seller is not and will not, pursuant hereto, sell, transfer, assign, convey or deliver to the Purchaser, and the Purchaser is not and will not purchase or accept, any assets from the Seller under this Agreement other than the Personal Goodwill and the contractual rights under this Agreement, including the Covenants (collectively, the "Excluded Assets").

1.5 No Assumption of Liabilities. The Purchaser is not assuming, and will not assume, any liabilities with respect to the Personal Goodwill under this Agreement and all such liabilities shall be and remain the responsibility of the Seller.

2. Closing; Closing Deliverables.

2.1 Closing. The sale of the Personal Goodwill under this Agreement (the "Closing") shall occur simultaneously with the Asset Closing (the date of the Closing hereunder and the Asset Closing, collectively, the "Closing Date"). The Closing shall be deemed effective as of 12:01 a.m. Eastern Time on the Closing Date.

2.2 Seller's Closing Conditions and Deliverables.

2.2.1 At Closing, the Seller will execute and deliver to the Purchaser the following:

(a) a Bill of Sale with respect to the transfer of the Personal Goodwill, in the form set forth as Exhibit A, duly executed by the Seller;

(b) a properly prepared and duly executed certificate of non-foreign status under Treas. Reg. §1.1445-2(b)(2) by the Seller and a correct, completed and executed IRS Form W-9 (or applicable successor form) of the Seller claiming a complete exemption from backup withholding;

(c) all other documents, instruments, and writings required to be delivered by the Seller to the Purchaser at or prior to the Closing pursuant to this Agreement, together with such other customary certificates, instruments, filings or other documents, in form and substance reasonably acceptable to the Purchaser, as the Purchaser may reasonably request to effect the transactions contemplated hereby.

2.3 Purchaser's Closing Conditions and Deliverables.

2.3.1 At the Closing (or as otherwise indicated), the Purchaser will execute and deliver to the Seller the following:

(a) payment of the Closing Date Payment to the Seller via wire transfer to an account designated by Seller in writing;

(b) a share certificate or evidence of a book entry notation from the Parent's transfer agent representing the Stock Amount to be delivered to the Seller no later than ten (10) business days following the Closing Date; and

(c) all other documents, instruments, and writings required to be delivered by the Purchaser to the Seller at or prior to the Closing pursuant to this Agreement, together with such other customary certificates, instruments, filings or other documents, in form and substance reasonably acceptable to the Seller, as the Seller may reasonably request to effect the transactions contemplated hereby.

3. **Representations and Warranties of the Seller**.

The Seller represents and warrants to the Purchaser that each statement contained in this Section 3 is true and correct as of the date hereof, and will be true and correct on the Closing Date:

3.1 Personal Goodwill. (a) All of the Personal Goodwill is owned, and immediately prior to the Closing will be owned, beneficially and of record, by the Seller, free and clear of all Liens; (b) the Seller has full legal right, power and authority to enter into this Agreement and to carry out the Seller's obligations under this Agreement and to consummate the transactions contemplated by this Agreement, including to sell, assign, and transfer the Personal Goodwill to the Purchaser; and (c) on the Closing Date, the Seller will transfer to the Purchaser valid title to the Personal Goodwill, free and clear of all Liens.

3.2 Covenants. The Seller is not now nor previously was subject to an employment agreement, noncompetition agreement, or similar restrictive covenant agreement relating to the Personal Goodwill.

3.3 No Restrictions. Except for the restrictive covenants being entered into by the Seller in accordance with this Agreement, including the Covenants, and the other agreements being entered into in connection herewith, the Seller is not currently and has not at any time in the past been a party to any contract, employment agreement, noncompetition agreement or any other contract or agreement with (i) JLOJB, or (ii) any person relating to the ownership, use or assignment of the Personal Goodwill. In addition, the Seller is not currently and has not at any time in the past been subject to any restriction or condition contained in any permit, license, judgment, order, writ, injunction, decree or award which, singly or in the aggregate, materially and adversely affects or restricts, or is likely to materially and adversely affect or restrict the Personal Goodwill or the Purchaser's acquisition, use or enjoyment thereof.

3.4 Approval and Authorization. This Agreement has been duly and validly authorized, and executed by the Seller and delivered to the Purchaser, and this Agreement is a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditor's rights and general equity principles.

3.5 No Conflicts. The execution and delivery of this Agreement by the Seller does not, and the consummation by the Seller of the transactions contemplated hereby does not and will not, (a) violate or conflict with, or result (with the giving of notice or the lapse of time or both) in the violation of, or constitute a default or breach under any provision of, or result in the acceleration or termination of, or entitle any party to accelerate or terminate (whether after giving of notice or lapse of time or both), any obligation or benefit under, or result in the creation or imposition of any Lien upon the Personal Goodwill pursuant to any material contract, indenture, mortgage, loan or credit agreement, law, rule, ordinance, regulation, order, arbitration award, judgment or decree to which the Seller is a party, or by which the Seller or the Seller's assets (including the Personal Goodwill) are bound and does not and will not violate or conflict with any other restriction of any kind or character to which the Seller is subject or by which the Seller's assets (including the Personal Goodwill) may be bound; or (b) result in the creation or imposition of any Lien upon any of the Personal Goodwill or give to others any interests or rights therein.

3.6 No Brokers. The Seller has no liability of any kind to, and is not subject to any claim of, any broker, finder or agent in connection with this Agreement or the transactions contemplated hereunder.

3.7 Private Placement Representations.

3.7.1 The Seller has had an opportunity to review with the Seller's own tax advisors the tax consequences of the transactions contemplated hereby and understands that the Seller must rely solely on the Seller's own advisors (and not on the Parent, the Purchaser or any of their respective agents) for advice concerning the tax consequences of the transactions contemplated hereby. The Seller understands that the Seller shall be responsible for the Seller's own tax liabilities that may arise from the transactions contemplated hereby.

3.7.2 The Seller has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Parent so that the Seller is capable of evaluating the merits and risks of the Seller's investment in the Parent and has the capacity to protect the Seller's own interests. The Seller must bear the economic risk of this investment indefinitely unless Stock Amount is registered pursuant to the United States Securities Act of 1933, as amended (the "Securities Act"), or an exemption from registration is available. The Seller understands that the Parent has no present intention of registering the Stock Amount. The Seller also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow the Seller to transfer all or any portion of the Stock Amount under the circumstances, in the amounts or at the times the Seller might propose.

3.7.3 The Seller is acquiring Stock Amount for the Seller's own account and for investment only, and not with a view towards its distribution.

3.7.4 By reason of the Seller's financial experience, the Seller has the capacity to protect the Seller's own interests in connection with the transactions contemplated hereby.

3.7.5 The Seller is an accredited investor within the meaning of Regulation D under the Securities Act.

4. Representations and Covenants of Purchaser and Parent. The Parent and Buyer, jointly and severally, represent and warrants to the Seller that each statement contained in this Section 4 is true and correct as of the date hereof, and will be true and correct on the Closing Date:

4.1 Corporate Organization.

4.1.1 The Parent is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation.

4.1.2 The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation.

4.2 Approval and Authorization. The execution and delivery of this Agreement and the performance of the transactions contemplated herein have been duly and validly authorized by all necessary action on the part of the Parent and the Purchaser and this Agreement is a legal, valid and binding obligation of the Parent and the Purchaser, enforceable against the Parent and the Purchaser in accordance with its terms subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to, or affecting creditor's rights and general equity principles.

4.3 No Conflicts. The execution and delivery of this Agreement by the Parent and the Purchaser does not, and the consummation by the Parent and the Purchaser of the transactions contemplated hereby does not and will not, violate or conflict with, or result (with the giving of notice or the lapse of time or both) in the violation of, or constitute a default or breach under any provision of, or result in the acceleration or termination of, or entitle any party to accelerate or terminate (whether after giving of notice or lapse of time or both), any obligation or benefit under, any material contract, indenture, mortgage, loan or credit agreement, law, rule, ordinance, regulation, order, arbitration award, judgment or decree to which the Parent and the Purchaser is a party, or by which the Parent, the Purchaser or the their respective assets are bound and does not and will not violate or conflict with any other restriction of any kind or character to which the Parent or the Purchaser is subject or by which the Parent's or the Purchaser's assets may be bound.

4.4 No Brokers. The Parent and the Purchaser has no liability of any kind to, and is not subject to any claim of, any broker, finder or agent in connection with this Agreement or the transactions contemplated hereunder.

4.5 Parent Common Stock**.** The Stock Amount has been duly authorized, and upon consummation of the transactions contemplated by this Agreement, will be validly issued, fully paid and nonassessable, and will be free of any liens or encumbrances; provided, however, that the Stock Amount may be subject to restrictions on transfer under state and/or federal securities laws as required by such laws at the time a transfer is proposed. The sale of the Stock Amount is not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied.

4.6 Independent Investigation. The Parent and the Purchaser has conducted its own independent investigation, review and analysis of the Personal Goodwill, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of the Seller for such purpose. Each of the Parent and the Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Parent and the Purchaser has relied solely upon its own investigation and the express representations and warranties of the Seller set forth in Section 3; and (b) neither the Seller nor any other person has made any representation or warranty as to the Seller, the Business, the Personal Goodwill or this Agreement, except as expressly set forth in Section 3 of this Agreement.

5. Covenants of the Seller.

5.1 Restrictive Covenants. The Seller shall be subject to a non-disclosure provision, a non-solicitation provision, and a non-competition provision, each in the form and manner set forth on Exhibit B attached hereto and incorporated into this Agreement (the "Covenants").

5.2 Independent Covenant; Consideration. TThe Covenants are intended by each Party to be, and shall be construed as, an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of the Seller against the Purchaser or any affiliate of the Purchaser, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Purchaser or any affiliate of the Purchaser of any Covenant. The Seller acknowledges and agrees that the One Hundred Thousand Dollars ($100,000) allocated to the Covenants pursuant to Section 1.3 constitutes the separate consideration for the Covenants, and that the remaining Seven Million Twenty Four Thousand Seven Hundred Seventy Eight Dollars ($7,024,778) allocated to Personal Goodwill is not consideration for the Covenants. The Parties acknowledge and agree that the Covenants are ancillary to, and necessary to protect, the transferred Personal Goodwill, and that the Purchaser would not have entered into this Agreement or consummated the transactions contemplated hereby without the benefit of both the transferred Personal Goodwill and the Covenants. Seller agrees to pay all taxes, interest and penalties attributable to Seller's sale, assignment, transfer, conveyance and delivery to the Purchaser of all of the Seller's Personal Goodwill.

5.3 Reasonableness of Restrictions. The Seller has carefully read and considered the Covenants and, having done so, agrees that the Covenants are fair, reasonable, and necessary to protect the Purchaser's legitimate business interests, including, without limitation, its goodwill with its customers, suppliers and vendors and its extensive confidential and trade secret information. The Seller agrees not to contest the validity or enforceability of the Covenants before any court, arbitration panel or other body. The Covenants shall survive according to the terms of this Agreement and shall be in addition to any restrictions imposed upon the Seller by statute, at common law, or other agreements. The Parties further acknowledge and agree that the Covenants shall continue to be enforceable regardless of whether there is a subsequent dispute between the Parties concerning any alleged breach of this Agreement or any other agreement by and between the Parties.

5.4 Enforcement of Covenants. The Seller acknowledges and agrees that the Seller's breach of the Covenants would result in irreparable damage and continuing injury to the Purchaser. Therefore, in the event of any breach or threatened breach of the Covenants, the Purchaser shall be entitled to an injunction from a court of competent jurisdiction enjoining the Seller from committing any violation or threatened violation of the Covenants and specific performance by Seller of the Covenants. All remedies available to the Purchaser by reason of a breach by the Seller of the provisions of this Agreement are cumulative, none is exclusive, and all remedies may be exercised concurrently or consecutively at the Purchaser's option. In the event of any breach of the Covenants, the Purchaser shall be entitled to recover from the Seller all costs and reasonable attorneys' fees relating to any action to enforce the Covenants.

5.5 Severability; Reformation. The Covenants are severable and separate, and the unenforceability of any specific Covenant is not intended by any Party to, and shall not, affect the provisions of any other Covenant. If any court of competent jurisdiction shall determine that the scope, time, or territorial restrictions set forth in any Covenant are unreasonable as applied to the Seller, the Parties acknowledge their mutual intention and agreement that those restrictions shall be enforced to the fullest extent the court deems reasonable, and thereby shall be reformed to that extent, including, without limitation, by striking the unreasonable portion thereof from this Agreement.

5.6 Materiality. The Purchaser and the Seller hereby agree that the Covenants are a material and substantial part of this Agreement, and, absent the Seller entering into the Covenants, the Purchaser would not have entered into this Agreement and consummated the transactions contemplated hereby.

6. Additional Agreements and Covenants.

6.1 Voting of Stock Amount.

6.1.1 During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "Voting Period"), the Seller hereby agrees to vote or cause to be voted, or consent or cause to be consented, with respect to all matters submitted to a vote or consent, as the case may be, of the Parent's stockholders, whether the matter is brought before any meeting of the stockholders of the Parent however called, proposed to be taken by written consent of the stockholders of the Parent or otherwise, all of the shares of Parent's Common Stock owned or held by the Seller, directly or indirectly (the "Seller Shares"), in accordance with the recommendations or directions of the Parent's board of directors (the "Parent Board"). For the avoidance of doubt, the term "Seller Shares" shall include the Stock Amount, all shares of Parent Common Stock owned or held by the Seller, directly or indirectly, as of the Closing Date (after giving effect to the transactions contemplated hereby) and all shares of the Parent Common Stock subsequently acquired by the Seller by any means, including, without limitation, upon exercise of any stock option, warrant or similar purchase right.

6.1.2 In furtherance of the voting agreement of the Seller contained in Section 6.1.1, and during the Voting Period, the Seller hereby constitutes and appoints as the proxy of the Seller, and hereby grant a power of attorney to, the Parent and its designees, with full power of substitution, with respect to all matters submitted to a vote or consent of the Parent's stockholders as contemplated by Section 6.1.1. The proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the parties in connection with the transactions contemplated here by, and, as such, each is coupled with an interest and shall be irrevocable during the Voting Period.

6.1.3 The Seller hereby revokes any and all previous proxies or powers of attorney with respect to the Seller Shares and shall not hereafter, during the Voting Period, purport to grant any other proxy or power of attorney with respect to any of the Seller Shares, deposit any of the Seller Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person or entity, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Seller Shares.

6.2 Lock-Up.

6.2.1 During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "Lock-Up Period"), except as otherwise expressly permitted pursuant to this Section 6.2, the Seller shall not Transfer (as hereinafter defined) any Seller Shares without the prior written consent of the Parent Board, which consent may be granted or withheld in its sole and absolute discretion, and subject to any terms and conditions of the Parent, including, without limitation, (i) that any Transfer be conducted by a securities professional appointed by the Parent and/or (ii) that any Transfer be subject to volume limitations determined by the Parent. For all purposes of this Agreement, the term "Transfer" means, as a noun, any direct or indirect, voluntary or involuntary transfer, sale, pledge, encumbrance, assignment, hypothecation, gift, or other disposition and, as a verb, to voluntarily or involuntarily, directly or indirectly, transfer, sell, assign, pledge, encumber, hypothecate, give, or otherwise dispose of, any of the Seller Shares. In addition, with respect to the Seller that is an entity, any Transfer by any equity holder of such entity of his equity interests in such entity, or the issuance of any additional equity interests in such entity, shall be deemed to be a Transfer for purposes of this Agreement.

6.2.2 The Seller shall be free at any time (without the consent of the Parent but, in the case of clause (i) of this sentence, upon at least five (5) business days advance written notice to the Parent) to Transfer all or any portion of his Seller Shares: (i) to (A) the Seller's spouse or his natural born or legally adopted children, or (B) a trust or estate, limited liability company, limited partnership or similar vehicle owned or controlled by the Seller; and (ii) to the Parent. Seller Shares owned or held by the Seller may be Transferred upon the Seller's death or involuntarily by operation of law. In addition, Seller Shares may be Transferred pursuant to a merger, consolidation or other business combination involving the shares of the Parent Common Stock that has been approved by the Parent Board and otherwise in compliance with all applicable laws, rules and regulations. Notwithstanding the foregoing, in the case of any Transfer permitted under this Section 6.2.2 other than a permitted Transfer pursuant to the preceding sentence, it shall be a condition to such Transfer that such transferee agrees, by executing a joinder agreement in substantially the form attached hereto as Exhibit C (y) to be bound by Section 6.1 and Section 6.2 as a Seller with respect to all of the Seller Shares Transferred to such transferee, and (z) that all of the Seller Shares Transferred to such transferee remain subject to Section 6.1 and Section 6.2 and all of the terms, conditions and restrictions hereof as Seller Shares.

6.2.3 The Seller covenants that the Stock Amount will only be disposed of pursuant to an effective registration statement under, and in compliance with the requirements of, the Securities Act or pursuant to an available exemption from the registration requirements of the Securities Act, and in compliance with any applicable state securities laws. In connection with any transfer of Stock Amount other than pursuant to an effective registration statement or to the Parent, the Parent may require the transferor to provide to the Parent an opinion of counsel selected by the transferor, the form and substance of which opinion shall be reasonably satisfactory to the Parent, to the effect that such transfer does not require registration under the Securities Act

6.3 Legends. The Seller agrees to the imprinting of the following legend on any certificate or book entry notation evidencing any of the Stock Amount:

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THAT VOTING AND TRANSFER RESTRICTIONS PURSUANT SECTIONS 6.1 AND 6.2 OF THAT CERTAIN AGREEMENT FOR THE PURCHASE OF PERSONAL GOODWILL, DATED JULY 17, 2026, AND ALL AMENDMENTS THERETO, COPIES OF WHICH ARE ON FILE AT THE PRINCIPAL OFFICE OF THE ISSUER, AND VOLUNTARY OR INVOLUNTARY SALE, PLEDGE, ASSIGNMENT, HYPOTHECATION, GIFT, OR OTHER DISPOSITION OR TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE OR ANY INTEREST THEREIN SHALL BE SUBJECT TO THE TERMS OF SUCH PROVISIONS OF THE AGREEMENT FOR THE PURCHASE OF PERSONAL GOODWILL AND THE SHARES REPRESENTED HEREBY SHALL REMAIN SUBJECT TO THE TERMS OF THE AGREEMENT FOR THE PURCHASE OF PERSONAL GOODWILL NOTWITHSTANDING ANY SUCH TRANSFER

6.4 Further Assurances. The Seller will reasonably cooperate with the Purchaser, at the Purchaser's cost, on and after the Closing Date in furnishing information and other assistance in connection with any actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to all periods prior to the Closing Date and will take, or cause to be taken such further action, and will execute, deliver and file such further documents and instruments as the Purchaser reasonably requests in order to effectuate fully the purposes, terms and conditions of this Agreement. Without limiting the foregoing, for a period of twelve (12) months following the Closing Date, the Seller shall reasonably cooperate with the Purchaser in connection with all reasonable actions deemed necessary by the Purchaser to transition the economic value of the Personal Goodwill to the Purchaser, including making introductions to key customers, vendors, suppliers, service providers, industry contacts, apartment-building and residential delivery program contacts, and other counterparties with whom the Seller has personal relationships material to the Personal Goodwill. Such transition assistance is incidental to, and part of, the transfer of the Personal Goodwill, does not constitute a separate employment or consulting arrangement, and is not separately compensable under this Agreement. The parties acknowledge that the Seller may separately provide services to the Purchaser pursuant to an employment agreement or other arrangement entered into after the Closing Date. Any such services shall be separate and distinct from the transition assistance contemplated by this Section, and compensation payable pursuant to any such employment agreement or other arrangement shall be solely for services performed thereunder and not for the transfer of the Personal Goodwill.

6.5 Survival. The representations and warranties of the Parties contained in this Agreement shall survive the Closing Date until the eighteen (18) month anniversary date of the Closing Date; provided, however, that each of Fundamental Representations (as defined below) shall survive until the expiration of any applicable statute of limitations with respect to the underlying matter plus sixty (60) days. The covenants and agreements of the Parties hereunder shall survive the Closing Date indefinitely or for the period explicitly specified herein and the period during which a claim for indemnification may be asserted in connection therewith shall continue in effect and expire in accordance with their respective terms. For the purposes of this Agreement, "Fundamental Representations" means the representations and warranties set forth in Sections 3.1, 3.2, 3.3, 3.4, 3.5, 4.1, 4.2, 4.3, and 4.5.

7. Indemnification.

7.1 Indemnification by the Seller. The Seller shall indemnify and defend the Purchaser against, and shall release and hold the Purchaser harmless from, any loss, claim, demand, order, penalty, fine, settlement payment, liability, tax, encumbrance, charge, action, suit, proceeding, damage or expense (including any reasonable attorneys' fees and expenses), whether or not involving a third-party claim (collectively, "Losses") incurred by the Purchaser resulting from or arising out of: (a) any breach or inaccuracy of any representation and warranty made by the Seller contained in this Agreement; (b) any breach of, or failure of the Seller to perform, any covenant or agreement or obligation of the Seller contained in this Agreement; (c) any liability arising out of the Seller's ownership of the Personal Goodwill prior to the Closing; (d) any claim of a third party to any Personal Goodwill which arises out of the transfer of the Personal Goodwill by the Seller to the Purchaser or (e) any Fraud (as defined below) or intentional misrepresentation of the Seller. As used in this Section 7, "Indemnitee" means Purchaser or Seller and "Indemnitor" means any Party from which any Indemnitee is seeking indemnification pursuant to the provisions of this Agreement.

7.2 Indemnification by the Purchaser. The Purchaser shall indemnify and defend the Seller against, and shall hold the Seller harmless from, any Losses incurred by the Seller resulting from or arising out of (a) any breach or inaccuracy of any representation and warranty of the Purchaser contained in this Agreement; (b) any breach of, or failure of the Purchaser to perform, any covenant or agreement of the Purchaser contained in this Agreement or (c) any Fraud or intentional misrepresentation of the Purchaser.

7.3 Other Provisions. All qualifications in all representations or warranties of the Seller or the Purchaser in this Agreement or in any certificate delivered pursuant to this Agreement as to or by material, materiality, material adverse effect, and all similar words or phrases (except to the extent such words or phrases are used to qualify lists of items required to be disclosed on any Schedule hereto) shall be disregarded for purposes of determining the amount of Losses arising in connection with any breach of any such representations or warranties.

7.4 Indemnification Procedures for Third Party Claims.

7.4.1 In the event that any claim or demand for which an Indemnitor may be liable to an Indemnitee hereunder is asserted by a third party (a "Third-Party Claim"), the Indemnitee shall provide written notice to the Indemnitor of such Third-Party Claim (a "Claim Notice", which term applies to a written notice of a Third-Party Claim or to written notice of a claim or demand not involving a third party). The Indemnitee shall enclose with the Claim Notice a copy of all papers served with respect to such Third-Party Claim and any other documents evidencing such Third-Party Claim. Any failure to notify the Indemnitor or deliver copies shall not relieve the Indemnitor from any obligation hereunder, except and only to the extent that the Indemnitor forfeits rights or defenses by reason of such failure. Such Claim Notice by the Indemnitee shall describe the Third-Party Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnitee.

7.4.2 The Indemnitor shall have fifteen (15) days from the date on which the Indemnitor received the Claim Notice to notify the Indemnitee that the Indemnitor has elected to assume the defense or prosecution of such Third-Party Claim and any litigation resulting therefrom with counsel of its choice, which counsel shall be reasonably satisfactory to the Indemnitee, and at its sole cost and expense (a "Third-Party Defense"); provided, however, that the Indemnitor may assume the defense of the Third-Party Claim only so long as: (i) the Indemnitor conducts the Third-Party Defense actively and diligently, and (ii) the Indemnitor reasonably keeps the Indemnitee apprised of all material developments, including settlement offers, with respect to the Third-Party Claim and permits the Indemnitee to participate, at its sole cost and expense, in the defense of the Third-Party Claim. The Parties hereto shall act in good faith in responding to, defending against, settling or otherwise dealing with such Third-Party Claims, and cooperate in any such defense and give each other reasonable access to and copies of all material information, records and documents, relevant thereto. So long as the Indemnitor has assumed the defense of the Third-Party Claim in accordance with the requirements set forth in this subsection, (x) the Indemnitor shall not be responsible for any attorneys' fees incurred by the Indemnitee regarding the Third-Party Claim and (y) neither the Indemnitor or the Indemnitee shall consent to entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the other Party, which consent shall not be withheld, delayed or conditioned unreasonably.

7.4.3 Notwithstanding any other provision of this Agreement, the Indemnitor shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnitee (which consent shall not be unreasonably withheld, conditioned or delayed).

7.4.4 If any condition in Section 7.4.2 is or becomes unsatisfied, (i) the Indemnitee may defend against the Third-Party Claim in any manner it may deem appropriate, provided, that, (A) the Indemnitee keeps the Indemnitor apprised of all material developments, including settlement offers that the Indemnitee is realistically considering, with respect to the Third-Party Claim, and (B) the Indemnitee may not consent to the entry of any judgment or enter into any settlement with respect to such Third-Party Claim unless the Indemnitee obtains the consent of the Indemnitor (which shall not be unreasonably withheld, conditioned or delayed) in connection therewith, and (ii) the Indemnitor shall reimburse the Indemnitee promptly and periodically (but not less often than monthly) for the costs of defending the Third-Party Claim, including reasonable attorneys' fees and expenses, and (iii) the Indemnitor shall remain responsible for any Losses the Indemnitee may incur relating to or arising out of the Third-Party Claim to the fullest extent provided in this Section 7. Any failure by the Indemnitee to defend against the Third-Party Claim in compliance with its requirements under this paragraph shall not relieve the Indemnitor from any obligation hereunder unless (and solely to the extent that) the Indemnitor is materially prejudiced by such failure.

7.5 Limitations on Indemnification.

7.5.1 Threshold with Respect to Representations and Warranties. Neither the Seller, on the one hand, nor the Purchaser, on the other hand, shall have any liability to any Indemnitee for indemnification with respect to Losses arising from, by reason of, or in connection with Section 7.1 or Section 7.2 (as applicable), unless and until the aggregate amount of Losses which would otherwise be subject to indemnification under such provisions exceeds Seventy Thousand Dollars ($70,000.00) (the "Threshold"), and then such Party shall be responsible for the full amount of such Losses in excess of the Threshold if it is determined that such Party is liable under this Article 7 for such Losses. Notwithstanding the foregoing, the Threshold shall not apply to any claims for indemnification for Losses arising out of Fraud or intentional misrepresentation.

7.5.2 Cap. Notwithstanding anything to the contrary in this Agreement, (i) the maximum aggregate liability of the Seller, on the one hand, or the Purchaser, on the other hand, for indemnification under of Section 7.1 or Section 7.2 (as applicable) and for other claims in respect of this Agreement (except as set forth in clause (ii)) shall not exceed, in the aggregate, an amount equal to Two Million One Hundred Thousand Dollars ($2,100,000.00), and (ii) a cap of $7,000,000 shall apply to any claims for indemnification for Losses arising out of Fraud or intentional misrepresentation.

7.5.3 Overlapping Claims. The Parties acknowledge and agree that claims for indemnification under Section 7.1 and Section 7.2 may fall under one or more clauses thereof, and a Party may bring claims under multiple clauses that may be applicable to such claims; provided, however, that claims under multiple clauses will not result in double recovery for the same underlying injury.

7.6 Treatment of Indemnity Benefits. All indemnification and other payments under this Section 7 shall, to the extent permitted by applicable law, be treated for all income tax purposes as adjustments to the Purchase Price paid hereunder.

7.7 Seller's Manner of Payment. Notwithstanding anything to the contrary in this Agreement, any payment that the Seller is obligated to make to the Purchaser pursuant to this Section 7 shall be paid by the Seller by wire transfer of immediately available funds, to an account designated by the Purchaser within ten (10) business days after the final resolution thereof under this Section 7.

7.8 Purchaser's Manner of Payment. Any payment required to be made by the Purchaser pursuant to this Section 7 shall be paid by wire transfer of immediately available funds by the Purchaser to an account designated by the Seller within ten (10) business days after the determination thereof.

7.9 No Waiver. Each Indemnitee's rights and remedies set forth in this Agreement will survive the Closing in accordance with the terms hereof and will not be deemed waived by such Indemnitee's consummation of the transactions contemplated hereby.

7.10 Fraud. As used in this Agreement, the term "Fraud" means with respect to any Person, such Person's actual and intentional common law fraud under Florida law with respect to any representation or warranty set forth in this Agreement; provided, that under no circumstances shall "Fraud" include fraud based on recklessness or negligence.

7.11 Exclusive Remedies. The Parties understand, acknowledge and agree that, except (a) for claims with respect to Fraud, and (b) as set forth in Section 8.16 (Specific Performance), the indemnification rights set forth in this Article 7 are and shall be the sole and exclusive remedy of the Parties, relating to or arising out of any Losses that the Parties may incur arising out of or relating to this Agreement and the transactions contemplated hereby and thereby, and that the Parties shall have no other remedy or recourse with respect to any of the foregoing other than pursuant to, and subject to the terms and conditions of, this Article 7.

8. General.

8.1 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given (a) on the date established by the sender as having been delivered personally, (b) on the date delivered by a private courier as established by the sender by evidence obtained from the courier, (c) if delivered by email, on the date indicated by the confirmation of receipt received by the sender, or, if no such confirmation of receipt is received by the sender, then the date that the recipient actually receives the email (email that is received by a so-called "spam filter" or similar filter shall not be deemed received unless and until the recipient actually views the email in such filter or such email is delivered to the intended email address), or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications, to be valid, must be addressed as set forth in the signature block of the applicable Party or such other address or to the attention of such person or persons as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

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

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

8.4 Successors and Assigns. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party hereto;provided, however, that the Purchaser may assign any or all of its rights or interests, or delegate any or all of its obligations (so long as the Purchaser remains liable for all of its obligations under this Agreement), in this Agreement to (a) any successor to the Purchaser or any acquirer of a material portion of the business or assets of the Purchaser, or (b) one or more of the Purchaser's affiliates, subject to the prior written notice thereof to the other Party. Subject to the foregoing, all of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective executors, estates, heirs, personal representatives, successors and permitted assigns.

8.5 Governing Law. This Agreement, the negotiation, execution, terms, provisions and performance of this Agreement, the rights and obligations of the parties under this Agreement, and all claims or causes of action arising in whole or in part under or in connection with, related to or arising out of this Agreement or the transactions contemplated hereby (whether sounding in contract, tort or otherwise), shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida, without giving effect to any choice of Law or conflict of laws rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

8.6 Submission to Jurisdiction; Consent to Service of Process. The Parties hereto hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within the State of Florida (in Miami-Dade County, Florida) over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action, or proceeding related thereto may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto hereby consents to process being served by any Party to this Agreement in any suit, Action, or proceeding by delivery of a copy thereof in accordance with the provisions of Section 8.1.

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

8.9 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective executor, estate, heirs, personal representatives, successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights, and this Agreement does not confer any such rights, upon any other person or entity.

8.10 Waiver. Failure or delay on the part of any of the Parties hereto to exercise any right, power or privilege hereunder, or under any instrument executed pursuant hereto, shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. All waivers hereunder must be in writing.

8.11 Entire Agreement. This Agreement, together with any documents, instruments, schedules, appendices, exhibits and certificates explicitly referenced herein (but solely as and to the extent so explicitly referenced), constitute the entire agreement among the parties hereto with respect to the transactions contemplated hereby and the subject matter hereof and supersede any and all prior discussions, negotiations, proposals, term sheets, letters of intent, understandings, promises, assurances, undertakings, representations, warranties, covenants and agreements (including any draft or preliminary agreements) with respect thereto, whether written (including electronic) or oral.

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

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

8.15 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT, THE CONTEMPLATED TRANSACTIONS, OR THE TERMS OR PERFORMANCE HEREOF OR THEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES HERETO AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES HERETO. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING AND ANY SUCH PROCEEDING SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

8.16 Specific Performance. The Parties each agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof and that each Party shall be entitled to specific performance of the terms hereof, including an injunction to prevent breaches of the provision of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof, in addition to any other remedy at law or equity. Each Party further agrees that, in the event of any action for an injunction or specific performance in respect of any such threatened or actual breach, he, she or it shall not assert that a remedy at law would be adequate.

8.17 Interpretation. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

8.17.1 (1) all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require; (2) all terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms respectively; (3) unless otherwise expressly provided, the words "include," "includes" and "including" do not limit the preceding words or terms and shall be deemed to be followed by the words "without limitation"; (4) references herein to any contract mean such contract as amended, supplemented or modified (including any waiver thereto) in accordance with the terms thereof; (5) the words "hereof," "herein," "hereby" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (6) the terms "Dollars" and "$" mean United States Dollars; (7) references herein to a specific Article, Section, Schedule or Exhibit shall refer, respectively, to Articles, Sections, Schedules or Exhibits of this Agreement; (8) references herein to any person shall include such Person's heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this clause (8) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement; (9) references herein to a person in a particular capacity or capacities shall exclude such person in any other capacity; (10) references herein to any Law or any license mean such Law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time; and (11) references to person means an individual or entity, as the context shall require.

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

8.17.3 Construction. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

8.18 Termination. This Agreement may be terminated by mutual written agreement of the Parties at any time prior to the Closing.

[Signatures on Following Page]

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

SELLER:
JASON LOEB

/s/ Jason Loeb
Name: Jason Loeb
Address:
Mr. Jason Loeb
c/o Russell S. Jacobs, Esq.
The Jacobs Law Group
20700 West Dixie Highway
Aventura, Florida 33180
Email: Jason@jasonloeb.com

PARENT

EVI INDUSTRIES, INC.

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer
Address:
4500 Biscayne Boulevard
Suite 340
Miami, FL 3137
Email: hnahmad@evi-ind.com

PURCHASER:

GARMENT CARE SERVICES FL, LLC,

By: /s/ Henry M. Nahmad
Name: Henry M. Nahmad
Title: Chief Executive Officer
Address: 4500 Biscayne Boulevard
Suite 340
Miami, FL 3137
Email: hnahmad@evi-ind.com

EXHIBIT A
BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to that certain Agreement for the Purchase of Personal Goodwill dated _______, 2026 (the "Purchase Agreement"), by and between Garment Care Services FL, LLC, a Delaware limited liability company (the "Purchaser"), and Jason Loeb, a resident of the State of Florida (the "Seller").

Seller does hereby sell, assign, transfer, convey and deliver unto Purchaser all of the Personal Goodwill (as defined in the Purchase Agreement) to be conveyed to Purchaser pursuant to the terms of the Purchase Agreement, free and clear of all Liens (as defined in the Purchase Agreement), intending hereby to convey all of the rights, title and interests of the Seller therein.

This Bill of Sale shall be binding upon the successors and assigns of the Seller and shall inure to the benefit of the successors and assigns of the Purchaser.

Any capitalized terms used herein but not defined in this Bill of Sale shall have the same meanings as set forth in the Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to modify or supersede any of the obligations, agreements, covenants or warranties of the Purchaser or the Seller contained in the Purchase Agreement, which are incorporated herein. This Bill of Sale is made subject to the provisions of the Purchase Agreement. In the event of a conflict between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall control.

This Bill of Sale shall be governed by the laws of the State of Florida.

The Seller may sign and deliver this Bill of Sale by email or other electronic signature and delivery, and such email or other electronic signature and delivery shall have the same force and effect as delivery of an original signature.

This Bill of Sale is executed effective as of 12:01 a.m. on _______, 2026.

SELLER:

____
Jason Loeb

EXHIBIT B
RESTRICTIVE COVENANTS

Any capitalized terms used herein but not defined in this Exhibit B shall have the same meanings as set forth in the Purchase of Personal Goodwill dated July __, 2026 (the "Purchase Agreement"), by and between Garment Care Services FL, LLC, a Delaware limited liability company (the "Purchaser"), and Jason Loeb, a resident of the State of Florida (the "Seller").

I. Confidential Information

(a) Except as otherwise required by law or reasonably necessary in connection with any Tax dispute or other dispute under the Agreement or other agreements entered into in connection with the transactions contemplated under the Agreement, Seller shall not, during the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date, disclose or communicate to any person (other than such party's attorneys, accountants and other professional advisors, a governmental authority or otherwise in connection with the enforcement of a party's rights against any other party), or use to the detriment of the Purchaser, any of the Purchaser's Affiliates (as defined below), or the Business, or for the benefit of any person, any Confidential Information or trade secrets relating to the Purchaser or any of Purchaser's affiliates, or the Business.

(b) For purposes of this Agreement, "**Confidential Information**" shall include the following:

(i) any information pertaining to the Business, JLOJB, or any of its affiliates, and their respective businesses and operations, whether such information is in written form or communicated orally, visually or otherwise, that is proprietary, non-public or relates to any trade secret of any of them, including, without limitation, information that consists of or concerns any of their strategies, ideas, policies, sub-contractors, customers, customer lists, suppliers, vendors, current and future possible consultants and their requirements, competitors, businesses and affairs, graphs, and inventions, past, current and planned marketing methods, processes, strategies and materials, price lists, pricing policies, market studies, business plans, computer software and databases, contracts with any person, proposals, equipment purchase strategies, routing strategies, names or other information, strategies for business plans, plans, designs, drawings, specifications, techniques, models, data, documentation, diagrams, graphs, flow charts, research, discoveries, development, processes, procedures and "know--how," whether or not such information would be deemed a trade secret under applicable state or federal law.

All Confidential Information is also entitled to all of the protections and benefits under applicable Law.

(c) Notwithstanding anything to the contrary, Confidential Information shall not include any information that is or was in the public domain or subsequently came into the public domain through no fault of Seller or its agents, accountants and counsel, representatives and affiliates.

(d) In the event that Seller or its agents, accountants and counsel, representatives and Affiliates are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar legal, judicial or regulatory process or as otherwise required by applicable law or regulation) to disclose any of the Confidential Information, such person shall: (a) to the extent practicable and not prohibited by applicable law, provide Purchaser with prompt written notice of such request or requirement, and (b) reasonably cooperate with Purchaser, at the sole expense of Purchaser, so that Purchaser may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms and provisions hereof. In the event that such protective order or other remedy is not obtained, or Purchaser waives compliance with the terms and provisions hereof, the person requested or required to make such disclosure may disclose only that portion of the Confidential Information that such person is advised by legal counsel in writing that such person is legally required to disclose.

II. Non-Solicitation.

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Solicitation Period**"), Seller shall not, and Seller shall cause each of his Affiliates and Family Members (as defined below) not to, directly or indirectly, solicit, entice, persuade, induce or cause any employee, officer, manager, director, consultant, agent or independent contractor of Purchaser, or any of the direct or indirect subsidiaries, parent company or affiliates of Purchaser (collectively, the "**Purchaser Group**") to terminate his, her or its employment, consultancy or other engagement with such entity and become employed by or engaged with any other person, or approach any such employee, officer, manager, director, consultant, agent or independent contractor for any of the foregoing purposes, or authorize or assist in the taking of any of such actions by any person. The foregoing shall not preclude Purchaser from engaging any independent contractor to the Purchaser Group; provided that such engagement shall not interfere with the independent contractor's services to the Purchaser Group; provided, further, that such engagement shall not violate Section III. "**Affiliate**" means any person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control and for the avoidance of doubt, for purposes of this Section II and Section III Affiliates shall include any company in which such person is a limited partner, general partner, member, manager or officer; and "**Family Member**" means a cousin, child, stepchild, parent, stepparent, spouse, domestic partner, including, adoptive relationships, of a natural person referred to herein. For purposes of this Section II, the terms "employee," "consultant," "agent" and "independent contractor" shall include any Persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(b) During the Non-Solicitation Period, Seller shall not, and Seller shall cause each of its Affiliates not to, directly or indirectly, solicit, entice, persuade, induce, or cause, or attempt to solicit, entice, persuade, induce, or cause:

(i) any person who was or is a customer of JLOJB or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of the Purchase Agreement or was or is a customer of any of the Purchaser Group at any time during the Non-Solicitation Period; or

(ii) any lessee, equipment vendor or lessee, operator, vendor or supplier to, or any other Person who had or has a business relationship of any kind with, any of JLOJB or any of its Affiliates at any time during the twenty-four (24) month period prior to the date of the Purchase Agreement or had or has a business relationship of any kind with any of the Purchaser Group at any time during the Non-Solicitation Period (the Persons referred to in items (i) and (ii) above, collectively, the "**Prohibited Persons**"), to enter into a business relationship with any other Person for the services, activities or goods that are the same as or substantially similar to or competitive with the Business as presently conducted and that any such Prohibited Person purchased from, was engaged in with or provided to, JLOJB or any of its Affiliates or any of the Purchaser Group, as applicable, or to reduce or terminate such Prohibited Person's business relationship with the Purchaser Group; and Seller shall not, directly or indirectly, approach any such Prohibited Person for any such purpose, or authorize or assist in the taking of any of such actions by any person.

(c) For purposes of this Section II, the terms "employee," "consultant," "agent" and "independent contractor" shall include any persons with such status at any time during the twenty-four (24) months preceding any solicitation in question.

(d) Seller acknowledges that the provisions of this Section II and the period of time and scope and type of restrictions on Seller's activities set forth herein are reasonable and necessary for the protection of the Purchaser, which is paying substantial consideration, monies and other benefits to Seller, and are an essential inducement to Seller's entering into and performing the Purchase Agreement and the documents contemplated thereunder to which Purchaser is party. If any covenant contained in this Section II shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of Section II shall be enforceable to the maximum extent permitted by applicable law.

(e) Seller acknowledges that any breach or threatened breach of the covenants contained in this Section II will likely cause Purchaser material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, Purchaser shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

III. Non-Competition

(a) During the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the "**Non-Competition Period**"), Seller shall not and Seller shall cause each of its Affiliates and Family Members not to, anywhere within the State of Florida, or any county in which a customer of the Business is located, directly or indirectly, whether alone or as an owner, member, partner, member, manager, investor, lender, landlord, joint venturer, officer, director, consultant, independent contractor, agent, employee or otherwise of any company or other business enterprise, own, finance, manage, operate or engage in, or participate in the ownership, management or operation of, any business competitive with that of the Business. For avoidance of doubt, nothing set forth in Section III will prohibit Seller, or any of this Affiliates or Family Members from being: (i) an equity holder in a mutual fund or diversified investment company; (ii) a passive owner of not more than two percent (2%) of an outstanding class of publicly traded securities, (iii) a landlord of a property that Purchaser or any of its Affiliates is the tenant; or (iv) a speaker at a third party conference or event related to the industry in which the Business is conducted.

(b) Seller acknowledges that the provisions of this Section III and the period of time, geographic area and scope and type of restrictions on Seller's activities set forth herein, are reasonable and necessary for the protection of Purchaser, which is paying substantial consideration, monies and other benefit to Seller and are an essential inducement to the Parent's entering into and performing this Agreement and the agreements contemplated by this Agreement to which the Parent is party. If any covenant contained in this Section 5.05 shall be determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, (x) such covenant shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (y) in its reduced form, such covenant shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such covenant in the particular jurisdiction in or for which such adjudication is made. It is the intention of the parties that the provisions of this Section III shall be enforceable to the maximum extent permitted by applicable law.

(c) Seller acknowledges that any breach or threatened breach of the covenants contained in this Section III will likely cause Purchaser material and irreparable damage, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will likely be inadequate. Accordingly, to the extent permitted by applicable law, Purchaser shall, in addition to all other available rights and remedies (including, but not limited to, seeking such damages as it can show it has sustained by reason of such breach), be entitled to seek specific performance and injunctive relief in respect of any breach or threatened breach of this covenant, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law.

EXHIBIT C

JOINDER AGREEMENT

Reference is hereby made to that certain Agreement for the Purchase of Personal Goodwill, dated as July 17, 2026 (as amended from time to time, the "Purchase Agreement"), by and among EVI Industries, Inc., a Delaware corporation (the "**Parent**"), and Garment Care Services FL, LLC, a Delaware limited liability company and a wholly owned subsidiary of the Parent, on the one hand, and Jason Loeb.

Pursuant to and in accordance with Section 6.2.2(b) of the Purchase Agreement, the undersigned hereby agrees that upon the execution of this Joinder Agreement, (a) the undersigned shall become a party to the Purchase Agreement solely with respect to Section 6.1 and Section 6.2 of the Purchase Agreement as "Seller", (b) the undersigned shall be fully bound by, and subject to, all of the covenants, terms and conditions of Section 6.1 and Section 6.2 of the Purchase Agreement, and (c) the shares of the Parent Common Stock acquired on the date hereof by the undersigned from ______ shall be deemed to be Seller Shares for all purposes of the Purchase Agreement.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of _____________.

[Transferee Shareholder Name]

By: ______________________________
Name:
Title:

Exhibit 99.1

EVI Industries to Expand into Consumer Garment Care Services Industry with Agreement to Acquire Sudsies, Inc.

The New Division Extends EVI's Proven Growth Strategy into an Attractive Multibillion-Dollar Consumer Market; EVI Reaffirms Its Commitment to the Commercial Laundry Distribution and Service Industry

MIAMI, Florida – July 20, 2026: EVI Industries, Inc. (NYSE American: EVI) ("EVI" or the "Company") today announced its plans to expand into the consumer garment care services industry through the establishment of a new division. In connection with these plans, the Company has entered into a definitive agreement to acquire Miami, Florida-based Sudsies, Inc. This planned expansion is based on management's belief that consumer garment care represents a compelling long-term opportunity and would mark EVI's first dedicated expansion beyond the commercial laundry distribution and service industry since the Company began executing its long-term growth strategy in 2016. Consumer garment care is a multibillion-dollar and essential market with steady, recurring demand, served by thousands of independent, often family-owned businesses. As consumers place growing value on quality, convenience, and service experience, EVI sees a significant opportunity to build a leading garment care business of national scale.

Building From a Position of Strength in Commercial Laundry
EVI is entering into the consumer garment care services industry with confidence, built on a growth strategy proven over a decade, deep knowledge of the laundry industry, the reputation EVI has earned as a trusted partner to the businesses and founders that join its organization, and the careful diligence behind this decision. That confidence is grounded in results. Since Henry M. Nahmad acquired a controlling interest in EVI in 2015, EVI has executed a disciplined buy-and-build strategy in the commercial laundry distribution and service industry, bringing together many of the finest entrepreneurs and businesses in the industry, to grow from a single Miami, Florida-based distributor with 31 employees into North America's leading commercial laundry distribution and service enterprise of 32 businesses and more than 900 associates, including over 200 sales professionals and 425 service personnel. Since 2016, annual revenue has grown more than 12x, from approximately $36 million to nearly $435 million, compounding at 29% annually, with net income and Adjusted EBITDA compounding at 15% and 26%, respectively.

While EVI sees significant opportunity in the consumer garment care services industry, it remains firmly committed to the commercial laundry distribution and service business — a large, durable, and steadily growing business that is the foundation of the Company. EVI intends to continue growing this business, both organically and through the acquisition of additional commercial laundry distribution and service businesses, and to continue investing in the operating platform that positions it to realize meaningful operating leverage as it scales.

Agreement to Acquire Sudsies, Inc.
In connection with its planned expansion into the consumer garment care services industry, EVI has entered into a definitive agreement to acquire Sudsies, Inc., a well-established operator in the garment care sector. It is expected that, upon completion of the transaction, Sudsies would become the foundation of EVI's new consumer garment care division.

Founded in Miami in 1996 by Jason Loeb and Jorge Baboun, Sudsies has become one of South Florida's premier garment care businesses, trusted by a dense base of individual consumers and luxury retail partners with the care of high-value, technically complex garments — a growing share of today's luxury apparel market. Its service model treats every item individually, using processes designed to preserve fabric, structure, color, and finish. What sets Sudsies apart is the combination of strengths behind that service. It is a sophisticated marketer, with a distinctive brand and a data-driven, digitally native approach to customer acquisition and engagement that few in garment care can match. It operates an integrated logistics and delivery capability — a dedicated fleet and a technology-enabled, account-dedicated pickup-and-delivery operation built to scale. And it pairs deep craft with a relentless service focus. Together, these have produced what few in the industry have: a proven, repeatable playbook for winning the modern luxury consumer, and the strong loyalty, retention, and recurring revenue that management believes is difficult to replicate.

Sudsies' financial profile reflects the strength, consistency, and profitability of its business. For the twelve months ended June 30, 2026, Sudsies generated revenue of approximately $21.7 million, operating income of approximately $4.7 million, and EBITDA of approximately $5.7 million. Over the five-year period from July 1, 2021 through June 30, 2026, Sudsies grew revenue at a compound annual growth rate of approximately 21%, while expanding operating income and EBITDA at compound annual growth rates of approximately 36% and 62%, respectively. These results reflect a rare combination of durable growth and attractive profitability well suited to EVI's long-term approach to building businesses.

EVI believes that its deep operating expertise across the laundry industry — including how to design, build, equip, and service laundry operations — and its proven record of acquiring and growing laundry businesses, paired with Sudsies' brand, expertise, and reputation in consumer garment care, will be a powerful combination, enabling the combined organization to expand the Sudsies model into new U.S. markets and build a national platform at a scale neither could reach alone.

> Jason Loeb, Founder of Sudsies, commented: "After nearly thirty years building Sudsies, choosing the right partner for our future was one of the most important decisions we would ever make. We chose EVI because they offered something rare: a permanent home that protects what we have built and keeps our name, our team, our culture, and our standards in place. Joining EVI gives our team the resources and the opportunity to keep growing while preserving everything that has made Sudsies special. They share our values and our dedication to an exceptional client experience, and for me and everyone who helped build this company, that is exactly the future we hoped for."

Consistent with EVI's operating philosophy, upon completion of the transaction, Sudsies would continue to operate under its established brand and be led by its founder, Jason Loeb, while serving as the foundation on which EVI intends to build a consumer garment care services division of national scale.

> *Henry M. Nahmad, EVI's Chairman and Chief Executive Officer, commented:* "Many of the finest businesses in our industry, including Sudsies, have chosen, and continue to choose, to join EVI, because we honor what their founders created and give them the means to reach their full potential. Our commitment to the commercial laundry distribution and service industry, the foundation of our Company, has never been stronger. We intend to capitalize on the same strengths that made us North America's leading commercial laundry enterprise to extend our reach into a large and attractive consumer market. We believe garment care businesses will come to see EVI the way commercial laundry businesses have, as the place where great companies grow, beginning with Sudsies. Jason Loeb, Jorge Baboun, Luis Moreno, and the entire Sudsies team have created a business that consumers love and peers respect. Together, we will build something exceptional and leave a lasting mark on this industry and the customers we serve."

A Natural Fit for EVI's Proven Approach
EVI's success has been built on a disciplined, long-term approach: partnering with high-quality, founder-led businesses; retaining and empowering the leaders who built them; honoring the culture and legacy they have created; and helping them pursue growth as part of a larger enterprise, with meaningful ownership in its success. EVI believes this same approach is well suited to the consumer garment care services industry. EVI offers the capital and stability of a business listed on the NYSE American, yet it thinks and acts like the founder-led enterprise it is, led and significantly owned by its CEO, Henry M. Nahmad, and by the entrepreneurs who run its businesses. That alignment is rare among public companies, and it is why EVI measures success over the long-term. The transaction is expected to close promptly upon satisfaction of all customary closing conditions, and management expects it to be accretive to EVI's earnings for the fiscal year ending June 30, 2027. For additional information regarding the agreement to acquire Sudsies, please see EVI's Current Report on Form 8-K filed with the Securities and Exchange Commission on the date hereof.

About EVI Industries
EVI Industries, Inc., through its wholly owned subsidiaries, is a value-added distributor and a provider of advisory and technical services. Through its vast sales organization, the Company provides its customers with planning, designing, and consulting services related to their commercial laundry operations. The Company sells and/or leases its customers commercial laundry equipment, specializing in washing, drying, finishing, material handling, water heating, power generation, and water reuse applications. In support of the suite of products it offers, the Company sells related parts and accessories. Additionally, through the Company's robust network of commercial laundry technicians, the Company provides its customers with installation, maintenance, and repair services. The Company's customers include retail,

commercial, industrial, institutional, and government customers. As described in this press release, EVI plans to expand its operations into the consumer garment care services industry.

Forward-Looking Statements

Except for the historical matters contained herein, statements in this press release are forward-looking and are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are based on current information and current expectations of management. Forward-looking statements are subject to substantial risks and uncertainties, which may cause actual results to differ materially from the results expressed or implied by the forward-looking statements. These risks and uncertainties include, but are not limited to: risks related to the contemplated acquisition of Sudsies, including the possibility that the conditions to closing the acquisition may not be satisfied, risks related to the ability of each party to consummate the transaction, uncertainties as to the timing of the consummation of the transaction, the risk that the acquisition may not otherwise be consummated in accordance with the contemplated terms, or at all, the risk that the contemplated benefits of the acquisition may not be achieved to the extent expected, or at all, including that the addition of Sudsies may not have a positive impact on EVI's operating results or financial condition, integration and execution risks, and risks related to the business, operations, and prospects of Sudsies and EVI's plans with respect thereto; and risks related to the planned new consumer garment care services division, including that EVI's expansion into the consumer garment care services industry may not be successful, operational risks, and risks related to the anticipated size of, and opportunity within, the consumer garment care services industry, including its total addressable market, the applicability and success of EVI's buy-and-build strategy in that industry, and the anticipated strategic, competitive, and financial advantages of leveraging EVI's commercial laundry capabilities, infrastructure, and supply relationships. Reference is also made to other economic, competitive, governmental, technological, and other risks and factors discussed in EVI's filings with the Securities and Exchange Commission, including, without limitation, in the "Risk Factors" section of EVI's Annual Report on Form 10-K for the fiscal year ended June 30, 2025. Many of these risks and factors are beyond EVI's control. Further, past performance and perceived trends may not be indicative of future results. EVI cautions that the foregoing factors are not exclusive. The reader should not place undue reliance on any forward-looking statement, which speaks only as of the date made. EVI does not undertake to, and specifically disclaims any obligation to, update or supplement any forward-looking statement, except as may be required by law. Adjusted EBITDA is a non-GAAP financial measure. For a reconciliation of Adjusted EBITDA to net income, the most comparable GAAP financial measure, see the Company’s earnings press release for the three- and nine-month periods ended March 31, 2026, which was issued on May 11, 2026.

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