

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
White and Partners, Inc.		08/22/2018	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Pentagon Federal Credit Union		
Street Address:	7940 Jones Branch Drive		
City:	Tysons		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Federally Chartered Credit Union: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5112772	WHITE64	
CORRESPONDENCE DATA			
Fax Number:	7038362021		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7038366620		
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	1737 King Street, Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314-2727		
ATTORNEY DOCKET NUMBER:	0088067-000002		
NAME OF SUBMITTER:	Bassam N. Ibrahim		
SIGNATURE:	/Bassam N. Ibrahim/		
DATE SIGNED:	06/26/2023		
Total Attachments: 19			
source=2022 Assign Doc#page1.tif			
source=2022 Assign Doc#page2.tif			
source=2022 Assign Doc#page3.tif			
source=2022 Assign Doc#page4.tif			
source=2022 Assign Doc#page5.tif			

OP \$40.00 5112772

source=2022 Assign Doc#page6.tif
source=2022 Assign Doc#page7.tif
source=2022 Assign Doc#page8.tif
source=2022 Assign Doc#page9.tif
source=2022 Assign Doc#page10.tif
source=2022 Assign Doc#page11.tif
source=2022 Assign Doc#page12.tif
source=2022 Assign Doc#page13.tif
source=2022 Assign Doc#page14.tif
source=2022 Assign Doc#page15.tif
source=2022 Assign Doc#page16.tif
source=2022 Assign Doc#page17.tif
source=2022 Assign Doc#page18.tif
source=2022 Assign Doc#page19.tif

ASSET PURCHASE AGREEMENT

between

WHITE AND PARTNERS, INC

as the Seller

and

PENTAGON FEDERAL CREDIT UNION

as the Buyer

Dated August 22, 2018

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement"), dated as of August 22, 2018 ("Effective Date"), is entered into by and among White and Partners, Inc., d/b/a White64, a Virginia corporation (the "Seller"), and Pentagon Federal Credit Union, a federally chartered credit union (the "Buyer").

RECITALS

A. The Seller is engaged in the business of providing advertising and marketing services to third parties (the "Business").

B. The Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller certain assets of the Business, and in connection therewith the Buyer is willing to assume certain liabilities and obligations of the Seller relating thereto, all upon the terms and subject to the conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Certain Defined Terms. For purposes of this Agreement:

"Active Service Agreements" shall mean active agreements between Seller and clients where Seller is providing services to the client, including, but not limited to, advertising and marketing services.

"Ancillary Agreements" means the Bill of Sale, the Assumption Agreement, and any other agreements necessary to effectuate this Asset Purchase Agreement.

"Assumption Agreement" means an instrument of assignment and assumption in the form attached hereto as Exhibit A.

"Bill of Sale" means a bill of sale in the form attached hereto as Exhibit B.

"EBITDA" means Earnings before Interest, Taxes, Depreciation and Amortization (EBITDA) for the Business determined according to the same accounting method and methodology used by Seller prior to the Closing without any allocation of overhead by the Buyer and without any deduction for payments pursuant to Section 2.6(b) hereof. Buyer shall deliver its determination of the EBITDA to Seller within forty-five (45) days following the end of the applicable period. If within thirty (30) days following delivery of the EBITDA Seller has not given Buyer written notice of its objection as to the EBITDA (which notice shall state the basis of Seller's objection), then the EBITDA calculated by Buyer shall be

binding and conclusive on the parties and be used in determining whether the Fixed Earnout or the Excess EBITDA, as the case may be, is payable. If Seller duly gives Buyer such notice of objection, and if Seller and Buyer fail to resolve the issues outstanding with respect to the EBITDA within thirty (30) days of Buyer's receipt of Seller's objection notice, Seller and Buyer shall submit the issues remaining in dispute to BDO USA, LLC, an independent public accounting firm (the "Independent Accountants") for resolution applying the principles, policies and practices referred to above. If issues are submitted to the Independent Accountants for resolution, (i) Seller and Buyer shall furnish or cause to be furnished to the Independent Accountants such work papers and other documents and information relating to the disputed issues as the Independent Accountants may request and are available to that party or its agents and shall be afforded the opportunity to present to the Independent Accountants any material relating to the disputed issues and to discuss the issues with the Independent Accountants; (ii) the determination by the Independent Accountants, as set forth in a notice to be delivered to both Seller and Buyer within sixty (60) days of the submission to the Independent Accountants of the issues remaining in dispute, shall be final, binding and conclusive on the parties and shall be used in the calculation of the EBITDA; and (iii) Seller and Buyer will each bear fifty percent (50%) of the fees and costs of the Independent Accountants for such determination.

"Transferred Assets" shall mean all of the Seller's right, title and interest in and to all of those certain assets, properties and rights listed in Schedule 1.

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Seller shall sell, assign, transfer, convey and deliver to the Buyer all of the Seller's right, title and interest as of the Closing Date as set forth in Section 2.7 in and to the Transferred Assets, and the Buyer shall purchase, acquire, accept and pay for the Transferred Assets and assume the Assumed Liabilities as the Closing Date. The Seller and Buyer agree that the book value/balances of the Transferred Assets shall be listed in Schedule 1 (excluding cash and escrow balances).

Section 2.2 Excluded Assets. Notwithstanding anything contained in Section 2.1 to the contrary, the Seller is not selling, and the Buyer is not purchasing, any assets other than the Transferred Assets, and without limiting the generality of the foregoing, the term "Transferred Assets" shall expressly exclude, without limitation, those certain assets of the Seller, all of which shall be retained or disposed of by the Seller, listed in Schedule 2 (collectively, the "Excluded Assets").

Section 2.3 Assumed Liabilities. In connection with the purchase and sale of the Transferred Assets pursuant to this Agreement, at the Closing, the Buyer shall assume and pay, discharge, perform or otherwise satisfy such liabilities and obligations of the Seller relating to the Business and the Transferred Assets as set forth on Schedule 3 (the "Assumed Liabilities"). Further, the Seller shall be responsible for all liabilities incurred

on and prior to the Closing Date, provided, however, that as of the Closing, Buyer shall assume and thereafter be responsible for all Assumed Liabilities.

Section 2.4 Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, the Buyer is not assuming any liabilities other than the Assumed Liabilities, and without limiting the generality of the foregoing, the term "Assumed Liabilities" shall expressly exclude, without limitation, those certain liabilities listed in Schedule 4 to the extent applicable and in existence (the "Excluded Liabilities").

Section 2.5 Consents to Certain Assignments.

(a) Notwithstanding anything in this Agreement or any Ancillary Agreement to the contrary, this Agreement and the Ancillary Agreements shall not constitute an agreement to transfer or assign any asset, permit, claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention under any agreement or law, regulation or ordinance to which the Seller is a party or by which it is bound, or in any way materially adversely affect the rights of the Seller or, upon transfer, the Buyer under such asset, permit, claim or right.

(b) If any such consent is not obtained prior to Closing and as a result thereof the Buyer shall be prevented by such third party from receiving the rights and benefits with respect to such Transferred Asset intended to be transferred hereunder, or if any attempted assignment would materially adversely affect the rights of the Seller thereunder so that the Buyer would not in fact receive all such rights or the Seller would forfeit or otherwise lose the benefit of rights that the Seller is entitled to retain, the Seller and the Buyer shall cooperate in any lawful and commercially reasonable arrangement, as the Seller and the Buyer shall agree, under which the Buyer would, to the extent practicable, obtain the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Buyer; provided, that all reasonable out-of-pocket expenses of such cooperation and related actions shall be paid by the Buyer. The Seller shall promptly pay to the Buyer when received all monies received by the Seller under such Transferred Asset or any claim or right or any benefit arising thereunder and the Buyer shall indemnify and promptly pay the Seller for all liabilities of the Seller associated with such Transferred Asset.

Section 2.6 Consideration/Purchase Price. In full consideration for the sale, assignment, transfer, conveyance and delivery of the Transferred Assets to the Buyer, Buyer shall pay to the Seller the following amounts ("Purchase Price"),

(a) Three Million Dollars (\$3,000,000.00) to be paid on the day of Closing by wire to Seller;

(b) Seller will be eligible to earn a Fixed Earnout not to exceed One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00). The Earnout Period will extend from the Closing Date to December 31, 2023 ("Earnout Period"). For the period from the

Effective Date through December 31, 2018, if the EBITDA exceeds One Hundred and Fifty Thousand Dollars (\$150,000.00), Seller will receive a payment equal to the amount by which EBITDA exceeds One Hundred Fifty Thousand Dollars (\$150,000.00) up to a maximum of One Hundred and Ten Thousand Dollars (\$110,000.00). On an annual basis for the remainder of the Earnout Period, if the EBITDA exceeds Four Hundred and Fifty Thousand Dollars (\$450,000.00) on an annual basis ("Earnout Threshold"), Seller will receive a payment equal to the amount by which EBITDA exceeds the Earnout Threshold up to a maximum of Three Hundred and Thirty Thousand Dollars (\$330,000.00) per annual period and up to a maximum of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00) for the Earnout Period.

If Seller does not receive the total eligible Fixed Earnout of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00), but EBITDA exceeds Two Million Four Hundred and Thirty Seven Thousand Five Hundred Dollars (\$2,437,500.00) for the Earnout Period, Seller will receive a lump sum payment equal to the difference between the Fixed Earnout paid to Seller during the Earnout Period and One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00).

If the EBITDA exceeds Two Hundred and Sixty Thousand Dollars (\$260,000.00) from the Closing Date through December 31, 2018 (collectively "Excess EBITDA Initial Four Months"), Seller shall be entitled to 60% of Excess EBITDA Initial Four Months.

If the EBITDA exceeds Seven Hundred and Eighty Thousand Dollars (\$780,000.00) (collectively "Excess EBITDA") during any calendar year from January 1, 2019 through December 31, 2023 of the Earnout Period, Seller shall be entitled to the following percentages of the Excess EBITDA.

- 1st full calendar year after Closing Date – 60% of Excess EBITDA
- 2nd - 5th full calendar years after Closing Date – 40% of Excess EBITDA

For purposes of calculating EBITDA, to include Excess EBITDA Initial Four Months and Excess EBITDA, and an adjustment shall be based as follows: For services performed by DigMed, LLC for the Buyer and Buyer's affiliates, the earnings before taxes and depreciation shall be based on a fixed amount of annual revenue equal to One Million Nine Hundred and Sixty Eight Thousand Dollars (\$1,968,000.00) regardless of the amount of services actually performed by DigMed, LLC for the Buyer or Buyer's affiliates and the corresponding costs thereof. The One Million Nine Hundred and Sixty Eight Thousand Dollars (\$1,968,000.00) is calculated based on a monthly retainer of One Hundred and Fourteen Thousand Dollars (\$114,000.00) or One Million Three Hundred and Sixty Eight Thousand Dollars (\$1,368,000.00) annually and a Five Percent (5%) commission on Twelve Million Dollars (\$12,000,000.00) media on an annual basis. In the event the EBITDA is required to be calculated on less than annual basis, the fixed amount of revenue shall be based on One Hundred and Sixty Four Thousand Dollars (\$164,000.00) per month times the actual number of months for the relevant period less corresponding costs. The

One Million Nine Hundred and Sixty Eight Thousand Dollars (\$1,968,000.00) requirement is strictly for calculation purposes and in no way obligates Buyer or Buyer's affiliates to order a set amount of services or pay DigMed, LLC the stated amount.

In order for Seller to be eligible for the payments described in Section 2.6(b), Matthew White must be employed by Buyer or one of Buyer's credit union service organizations during the entire year in which the payment is calculated and Matthew White must not be in breach of this Agreement, his Employment Agreement or his Agreement Not to Compete. Notwithstanding the foregoing, if Matthew White is terminated without cause by Buyer or one of Buyer's credit union service organizations pursuant to the terms of the Employment Agreement between the Parties, or if Matthew White becomes deceased while employed by Buyer or one of Buyer's credit union service organizations, then Seller will remain eligible for the payments described in Section 2.6(b).

Section 2.7 Closing. The sale and purchase of the Transferred Assets and the assumption of the Assumed Liabilities contemplated by this Agreement shall take place at a closing ("Closing") on September 1, 2018 ("Closing Date") or at such other date as the Seller and the Buyer mutually may agree in writing. The Closing is subject to and conditioned upon the satisfaction of all conditions to the obligations of the parties set forth in Article VI.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller hereby represents and warrants to the Buyer as follows:

Section 3.1 Organization and Qualification. Seller is Virginia corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and the Seller has all necessary power and authority to sell, assign, transfer, convey and deliver the Transferred Assets and to own, lease, operate and carry on the Business as it is now being conducted. The Seller is duly qualified or licensed to do business, and in good standing, in each jurisdiction where the sale of the Transferred Assets or the conduct or operation of the Business makes such qualification or licensing necessary.

Section 3.2 Authority. The Seller has full power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Seller of this Agreement and each of the Ancillary Agreements to which it will be a party and the consummation by the Seller of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action. This Agreement has been, and upon their execution each of the Ancillary Agreements to which the Seller will be a party will have been, duly and validly executed and delivered by the Seller. This Agreement constitutes, and upon their execution each of the Ancillary Agreements to which the Seller

will be a party will constitute, the legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms.

Section 3.3 No Conflict; Required Filings and Consents.

(a) Except as set forth in Section 3.3 of the Disclosure Schedules, the execution, delivery and performance by the Seller of this Agreement and each of the Ancillary Agreements to which the Seller will be a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(i) conflict with or violate the governing documents of the Seller;

(ii) to Seller's knowledge, conflict with or violate any law, regulation or ordinance applicable to the Seller, the Business or any of the Transferred Assets or by which the Seller, the Business or any of the Transferred Assets may be bound or affected; or

(iii) conflict with, result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, require any consent of any person pursuant to, or give to others any rights of termination, acceleration or cancellation of, any contract or agreement to which the Seller is a party.

(b) The Seller is not required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any governmental authority in connection with the execution, delivery and performance by the Seller of this Agreement and each of the Ancillary Agreements to which the Seller will be a party or the consummation of the transactions contemplated hereby or thereby.

Section 3.4 Transferred Assets. This Agreement and the instruments and documents to be delivered or caused to be delivered by the Seller to the Buyer at or following the Closing shall be adequate and sufficient to transfer to the Buyer the Seller's entire right, title and interest in and to the Transferred Assets, subject to Section 2.5.

Section 3.5 Compliance with Law; Permits.

(a) The Business is and has been conducted in compliance with all applicable laws, regulations or ordinances.

(b) The Seller is in possession of all permits, licenses, franchises, approvals, certificates, consents, waivers, concessions, exemptions, orders, registrations, notices or other authorizations of any governmental authority necessary for it to own, lease and operate the Transferred Assets and to carry on the Business as currently conducted.

Section 3.6 Real Property.

(a) Seller leases real property located at 8603 Westwood Center Drive, Fourth Floor, Tysons, Virginia 22182 ("Leased Real Property").

Section 3.7 Operating Contracts.

(a) The Seller and Buyer agree that there are no Operating Contracts with annual payments exceeding \$25,000. Schedule 5 lists all of the Operating Contracts which will be assigned to and assumed by Buyer at Closing pursuant to the Assumption Agreement. Any agreements not in Schedule 5 will not be assumed by the Buyer.

(b) Each Operating Contract (i) is valid and binding on the Seller and, to the knowledge of the Seller, and the counterparties thereto, is in full force and effect and (ii) shall continue in full force and effect upon consummation of the transactions contemplated by this Agreement. Seller, to best of its knowledge, negotiated and maintained the Operating Contracts, at market values found reasonable and the Seller is not affiliated with the third party providers of said Operating Agreements.

Section 3.8 Brokers. Except for the agreement with Potomac Business Capital, Inc., which shall be the responsibility of the Seller, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Seller Parties.

Section 3.9 Exclusivity of Representations and Warranties. Neither the Seller nor any of its representatives is making any representation or warranty of any kind or nature whatsoever, oral or written, express or implied (including, but not limited to, any relating to financial condition or results of operations of the Business or maintenance, repair, condition, design, performance, value, merchantability or fitness for any particular purpose of the Transferred Assets), except as expressly set forth in this Article III, and the Seller hereby disclaims any such other representations or warranties.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller as follows:

Section 4.1 Organization and Qualification. The Buyer is a federally chartered credit union and has all necessary corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. The Buyer is duly qualified or licensed to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary.

Section 4.2 Authority. The Buyer has full power and authority to execute and deliver this Agreement and each of the Ancillary Agreements to which it will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Buyer of this Agreement and each of the Ancillary Agreements to which it will be a party and the consummation by the Buyer of the transactions contemplated hereby and thereby have

been duly and validly authorized by all necessary action. This Agreement has been, and upon their execution each of the Ancillary Agreements to which the Buyer will be a party will have been, duly and validly executed and delivered by the Buyer. This Agreement constitutes, and upon their execution each of the Ancillary Agreements to which the Buyer will be a party will constitute, the legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

Section 4.3 No Conflict; Required Filings and Consents.

(a) The execution, delivery and performance by the Buyer of this Agreement and each of the Ancillary Agreements to which the Buyer will be a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(i) conflict with or violate the articles of organization or operating agreement of the Buyer;

(ii) conflict with or violate any law, regulation or ordinance applicable to the Buyer or by which any property or asset of the Buyer is bound or affected; or

(iii) conflict with, result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, require any consent of any person pursuant to, or give to others any rights of termination, acceleration or cancellation of, any contract or agreement to which the Buyer is a party.

(b) The Buyer is not required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any governmental authority in connection with the execution, delivery and performance by the Buyer of this Agreement and each of the Ancillary Agreements to which it will be a party or the consummation of the transactions contemplated hereby or thereby or in order to prevent the termination of any right, privilege, license or qualification of the Buyer.

Section 4.4 Buyer's Investigation and Reliance. The Buyer has made its own independent investigation, review and analysis regarding the Business, the Transferred Assets, the Assumed Liabilities and the transactions contemplated hereby, which investigation, review and analysis were conducted by the Buyer. Nothing in this Section 4.4 is intended to modify or limit any of the representations or warranties of the Seller set forth in this Agreement.

**ARTICLE V
COVENANTS**

Section 5.1 Conduct of Business Prior to the Closing. Between the Effective Date and the Closing, unless the Buyer shall otherwise agree in writing, the Seller shall conduct the Business in the usual and ordinary course consistent with past practice (but

subject to actions to be taken pursuant to this Agreement). In this connection, Seller in conducting its activities in its usual and ordinary course of business will not enter into nor amend any employee or sales professional compensation or benefits programs except for adjustments required by normal price increases, modification to plan documents required by law or regulation or changes to benefit plan providers required to maintain, improve or enhance benefit services, or make changes unless required to modify such programs by adverse/extraordinary market conditions; enter into, modify, relinquish or acquire material amounts of assets properties other than those as may be agreed to between the parties; release or undertake any material contract rights; or, incur, assume or prepay any indebtedness or other material liabilities. Further, Seller will notify Buyer of any circumstances, changes, or events, which would or could have a material adverse affect on their respective entities. Additionally, the Seller will use reasonable best efforts to preserve intact its business organization and good will, keep available the services of its current key employees and sales professionals and preserve its business arrangements.

Section 5.2 Covenants Regarding Information.

(a) From the Effective Date until the Closing Date, upon reasonable notice, the Seller shall afford the Buyer reasonable access to the properties, offices and other facilities, books and records of the Seller relating exclusively to the Business, and shall furnish the Buyer with such financial, operating and other data and information to the extent relating exclusively to the Business as the Buyer may reasonably request; provided, however, that any such access or furnishing of information shall be conducted at the Buyer's expense, during normal business hours, under the supervision of the Seller's personnel and in such a manner as not unreasonably to interfere with the normal operations of the Seller and the Business.

(b) The Seller shall package for storage certain books and records relating to the Business for the periods prior to the Closing (the "Historical Records"), and deliver the Historical Records (except to the extent such Historical Records are already located, filed and/or orderly stored at Seller's offices located at the Leased Real Property), together with a manifest stating the total number of boxes delivered and with the contents indexed in reasonable detail to facilitate the file identification and retrieval process, to Buyer at a mutually agreed upon time and location. In order to facilitate the resolution of any claims made against or incurred by the Seller (as it relates to the Business), for a period of seven (7) years after the Closing or, if shorter, the applicable period specified in the Buyer's document retention policy, the Buyer shall (i) retain the Historical Records and (ii) afford the Representatives of the Seller reasonable access (including the right to make, at the Seller's expense, photocopies), during normal business hours, to the Historical Records; provided, however, that the Buyer shall notify the Seller in writing at least thirty (30) days in advance of destroying any Historical Records prior to the seventh (7) anniversary of the Closing Date in order to provide the Seller the opportunity to copy the Historical Records. Except as expressly set forth in this Agreement, all Historical Records delivered to Buyer are being so delivered without any representation or warranty by the Seller with respect thereto, whether express or implied. Seller hereby acknowledges and agrees that Buyer shall have no responsibility or liability to Seller arising out of or related to the completeness of the Historical Records or for errors or omissions related thereto.

Section 5.3 Refunds and Remittances. After the Closing:

(a) If the Seller or any of its Affiliates receives any refund or other amount that is a Transferred Asset or is otherwise properly due and owing to the Buyer in accordance with the terms of this Agreement, the Seller promptly shall remit, or shall cause to be remitted, such amount to the Buyer and

(b) If the Buyer or any of its Affiliates receive any refund or other amount that is an Excluded Asset or is otherwise properly due and owing to the Seller or any of its Affiliates in accordance with the terms of this Agreement, the Buyer promptly shall remit, or shall cause to be remitted, such amount to Seller.

Section 5.4 Bulk Transfer Laws. The Buyer hereby waives compliance by the Seller with the provisions of any so-called "bulk transfer laws" of any jurisdiction in connection with the sale of the Transferred Assets to the Buyer.

Section 5.5 Public Announcements. The Seller and the Buyer shall consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statement with respect to the transactions contemplated hereby, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law.

Section 5.6 Offer of Employment: Continuation of Employment.

The Buyer may continue to offer employment to all current employees of Seller who (i) meet the Buyer's standard employment criteria with respect to drug and background testing, (ii) have a valid authorization to work in the United States, and (iii) agree to comply with all policies and procedures required of the Buyer's (or its subsidiaries') other employees, all on such terms as the Buyer determines in its sole discretion. Each such Employee, if any, that continues to be employed by the Company following the Closing is referred to herein as a Transferred Employee. Notwithstanding the foregoing, nothing in this Agreement is intended to create a contractual agreement with the Transferred Employees. All Transferred Employees will be at-will.

ARTICLE VI. CONDITIONS TO CLOSING

Section 6.1 General Conditions to Close. The respective obligations of the Buyer and the Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, prior to the Closing (other than such conditions as may, by their terms, only be satisfied at the Closing or on the Closing Date), of each of the following conditions:

(a) Matthew White's execution of the Employment Agreement (Exhibit E) and Agreement Not to Compete (Exhibit D).

(b) The Buyer shall receive an executed copy of the Bill of Sale and Assumption Agreement.

(c) The successful completion of the due diligence review as determined by Buyer in its sole and absolute discretion. The due diligence review period shall terminate on August 31, 2018.

ARTICLE VII INDEMNIFICATION

Section 7.1 Survival of Representations, Warranties and Covenants.

(a) The representations and warranties of the Seller and the Buyer contained in this Agreement shall survive the Closing Indemnification by the Seller.

(b) The Seller shall save, defend, indemnify and hold harmless the Buyer and its officers, directors, employees, agents successors and assigns (collectively, the "Buyer Indemnified Parties") from and against any and all losses, damages, liabilities, deficiencies, claims, interest, awards, judgments, penalties, costs and expenses (including reasonable attorneys' fees, costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (hereinafter collectively, "Losses") to the extent arising out of or resulting from any breach of any representation, warranty, covenant or agreement (such as the "Excluded Liabilities") made by the Seller contained in this Agreement.

Section 7.2 Indemnification by the Buyer. The Buyer shall save, defend, indemnify and hold harmless the Seller and its officers, directors, employees, agents, successors and assigns (collectively, the "Seller Indemnified Parties") from and against any and all losses damages, liabilities, deficiencies, claims, interest, awards, judgments, penalties, costs and expenses (including reasonable attorneys' fees, costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (hereinafter collectively, "Losses") to the extent arising out of or resulting from any breach of any representation, warranty, covenant or agreement made by the Buyer (such as the "Assumed Liabilities") made by the Buyer contained in this Agreement.

Section 7.3 Procedures.

(a) In order for a Buyer Indemnified Party or Seller Indemnified Party ("Indemnified Party") to be entitled to any indemnification provided for under this Agreement as a result of a Loss or a claim or demand made by any Person against the Indemnified Party ("Third-Party Claim"), such Indemnified Party shall deliver written notice thereof to the party against whom indemnity is sought ("Indemnifying Party") promptly after receipt by such Indemnified Party of notice of the Third-Party Claim, describing in reasonable detail the facts giving rise to any claim for indemnification hereunder, the amount or method of computation of the amount of such claim (if known) and such other information with respect thereto as the Indemnifying Party may reasonably request. The failure to provide such notice, however, shall not release the Indemnifying

Party from any of its obligations under this Article, except to the extent that the Indemnifying Party is prejudiced by such failure.

(b) The Indemnifying Party shall have the right, upon written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of such Third Party Claim, to assume the defense thereof at the expense of the Indemnifying Party with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the Indemnifying Party assumes the defense of such Third-Party Claim, the Indemnified Party shall have the right to employ separate counsel and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party. If the Indemnifying Party assumes the defense of any Third-Party Claim, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. If the Indemnifying Party assumes the defense of any Third-Party Claim, the Indemnified Party shall agree to any settlement, compromise or discharge of such Third-Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay the full amount of the liability in connection with such Third-Party Claim, and which releases the Indemnified Party completely in connection with such Third-Party Claim. Whether or not the Indemnifying Party assumes the defense of a Third-Party Claim, the Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge, or offer to settle, compromise or discharge, such Third-Party Claim without the Indemnifying Party's prior written consent (which consent shall not be unreasonably withheld).

(c) In the event any Indemnified Party should have a claim against any Indemnifying Party hereunder that does not involve a Third-Party Claim being asserted against or sought to be collected from such Indemnified Party, the Indemnified Party shall deliver written notice of such claim promptly to the Indemnifying Party, describing in reasonable detail the facts giving rise to any claim for indemnification hereunder, the amount or method of computation of the amount of such claim (if known) and such other information with respect thereto as the Indemnifying Party may reasonably request. The failure to provide such notice, however, shall not release the Indemnifying Party from any of its obligations under this Article, except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party shall reasonably cooperate and assist the Indemnifying Party in determining the validity of any claim for indemnity by the Indemnified Party and in otherwise resolving such matters. Such assistance and cooperation shall include providing reasonable access to and copies of information, records and documents relating to such matters, furnishing employees to assist in the investigation, defense and resolution of such matters and providing legal and business assistance with respect to such matters.

Section 7.4 Limits on Indemnification.

(a) No claim may be asserted against either party for breach of any representation, warranty or covenant contained herein, unless written notice of such claim is received by

such party, describing in reasonable detail the facts and circumstances with respect to the subject matter of such claim on or prior to the date on which the representation, warranty or covenant on which such claim is based ceases to survive as set forth in Section 7.1, in which case such representation, warranty or covenant shall survive as to such claim until such claim has been finally resolved.

(b) The Buyer and the Seller shall cooperate with each other with respect to resolving any claim, liability or Loss for which indemnification may be required hereunder, including by making, or causing the applicable Indemnified Party to make, all reasonable efforts to mitigate any such claim, liability or Loss. In the event that the Buyer or the Seller shall fail to make such reasonable efforts, then notwithstanding anything else to the contrary contained herein, the other party shall not be required to indemnify any person for any claim, liability or Loss that could reasonably be expected to have been avoided if such efforts had been made. Without limiting the generality of the foregoing, the Buyer and the Seller shall, or shall cause the applicable Indemnified Party to, use reasonable efforts to seek full recovery under all insurance policies covering any Loss to the same extent as they would if such Loss were not subject to indemnification hereunder.

ARTICLE VII GENERAL PROVISIONS

Section 8.1 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 8.2 Disclosure Letter

(a) The information in the Disclosure Letter constitutes

(i) Exceptions to particular representations, warranties, covenants and obligations of Seller as set forth in this Agreement or

(ii) Descriptions or lists of assets and liabilities and other items referred to in this Agreement. If there is any inconsistency between the statements in this Agreement and those in the Disclosure Letter (other than an exception expressly set forth as such in the Disclosure Letter with respect to a specifically identified representation or warranty), the statements in this Agreement will control.

(b) The statements in the Disclosure Letter, and those in any supplement thereto, relate only to the provisions in the Section of this Agreement to which they expressly relate and not to any other provision in this Agreement.

Section 8.3 **Waiver.** No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Any agreement on the part of either party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 8.4 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, e-mail or otherwise, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth (5) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) If to the Seller, to:

Matt White
Chairman/CEO
WHITE64
8603 Westwood Center Drive
Fourth Floor
Tysons VA 22182

with a copy to:

Law Offices of David Schwinger PLLC
2519 P Street, NW
Washington, DC 20007
Attention: David Schwinger, Esq.
E-mail address: dschwinger@schwingerlaw.com

(ii) If to the Buyer, to:

Pentagon Federal Credit Union
7940 Jones Branch Drive
Tysons, Virginia 22102
Attention: Office of the General Counsel

Section 8.5 **Interpretation.** When a reference is made in this Agreement to a Section, Article or Exhibit such reference shall be to a Section, Article or Exhibit of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit are for convenience of reference purposes only and shall

not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit, but not otherwise defined therein shall have the meaning as defined in this Agreement. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified.

Section 8.6 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the Ancillary Agreements constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the parties with respect to the subject matter hereof and thereof. Neither this Agreement nor any Ancillary Agreement shall be deemed to contain or imply any restriction, covenant, representation, warranty, agreement or undertaking of any party with respect to the transactions contemplated hereby or thereby other than those expressly set forth herein or therein or in any document required to be delivered hereunder or thereunder and none shall be deemed to exist or be inferred with respect to the subject matter hereof. Notwithstanding any oral agreement or course of conduct of the parties or their Representatives to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

Section 8.7 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, other than with respect to the provisions of Article VIII, which shall inure to the benefit of the Persons benefiting therefrom who are intended to be third-party beneficiaries thereof.

Section 8.8 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Virginia, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the Commonwealth of Virginia.

Section 8.9 Personal Liability. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect member, officer, director, or employee of the Buyer.

Section 8.10 Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void; provided, however, that the Buyer may assign this Agreement to any affiliate or subsidiary of the Buyer without the prior consent of the Seller. Subject to

the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 8.11 **Enforcement.** The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which such party is entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief.

Section 8.12 **Severability.** Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 8.13 **Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

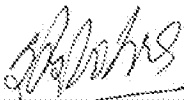
Time of Essence Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

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

SELLER:
WHITE AND PARTNERS, INC

By: 
Name: Matthew White
Title: CEO

BUYER:
PENTAGON FEDERAL CREDIT UNION

By: 
Name: Shashi Vohra
Title: Senior Executive Vice
President

SCHEDULE 1

Transferred Assets

- 1) Fixed assets, including furniture, fixtures, leasehold improvements, hardware and software located at the Leased Real Property as set forth in Exhibit 1.1 attached hereto.
- 2) Any deposits or payments received for future work to be completed after Closing.
- 3) The rights, title and benefits as a contracting party under the Active Service Agreements (Attachment 1.2) and Operating Contracts (Attachment 1.3) of the Seller.
- 4) The leasehold interest and rights as tenant of the applicable Seller under the lease for the Leased Real Property (the "Leases").
- 5) All intellectual property rights of the Seller, including but not limited to, the name of the Seller White and Partners, Inc and White64, trademarks and copyrighted material.