

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM823726

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the RECEIVING AND CONVEYING PARTY NAMES AND CONVEYING PARTY STATE OF INCORPORATION previously recorded on Reel 005951 Frame 0001. Assignor(s) hereby confirms the CAPITAL CONTRIBUTION AGREEMENT.		
<b>RESUBMIT DOCUMENT ID:</b>	900778810		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Megas, LLC		03/31/2014	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alpha II, LLC		
<b>Street Address:</b>	2074 Summit Lake Drive		
<b>City:</b>	Tallahassee		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32317		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76234370	CLAIMSTAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	jess.bajada-bartlett@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS C/O J. Bajada-Bartlett		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	059409-0004		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Bartlett		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Bartlett		
<b>DATE SIGNED:</b>	07/12/2023		
<b>Total Attachments: 35</b>			

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410143

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	03/31/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Megas LLC		03/31/2014	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alpha II LLC		
<b>Street Address:</b>	2074 Summit Lake Drive		
<b>City:</b>	Tallahassee		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32317		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76234370	CLAIMSTAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8506684717		
<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>			
<b>Phone:</b>	(850) 402-3515		
<b>Email:</b>	thompkins.white@alphaii.com		
<b>Correspondent Name:</b>	Thompkins White		
<b>Address Line 1:</b>	2074 Summit Lake Drive		
<b>Address Line 4:</b>	Tallahassee, FLORIDA 32317		
<b>ATTORNEY DOCKET NUMBER:</b>	ClaimStaker TM Assgmt		
<b>NAME OF SUBMITTER:</b>	Thompkins W White		
<b>SIGNATURE:</b>	/Thompkins W White/		
<b>DATE SIGNED:</b>	12/23/2016		
<b>Total Attachments: 33</b>			
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**ALPHA II, LLC**  
**CAPITAL CONTRIBUTION AGREEMENT**

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THIS CAPITAL CONTRIBUTION AGREEMENT (including its schedules and exhibits, the "Agreement") is made effective as of the 31<sup>st</sup> day of March, 2014, by and between MEGAS, LLC, an Alabama limited liability company ("Contributor"), UNICOR MEDICAL, INC., an Alabama corporation ("Additional Party"), and ALPHA II, LLC, a Delaware limited liability company (the "Company") (the Contributor, the Additional Party, and the Company are collectively referred to herein as the "Parties").

**RECITALS:**

The Contributor and the Additional Party desire to capitalize the Company with their respective assets to accomplish a consolidation of the assets, liabilities, and business operations of the respective parties. In connection with the execution and closing of this Agreement, the Parties intend to execute and close the following agreements: (1) that certain capital contribution agreement of even date herewith by and between the Parties whereby the Additional Party shall contribute assets to the capital of the Company and the Company shall issue a fifty percent (50%) limited liability company membership interest in the Company to the Additional Party (the "Additional Party Contribution Agreement"); and (2) that certain operating agreement of the Company of even date herewith by and between the Parties (the "Operating Agreement"). Upon the execution and closing of the Related Agreements, the Parties desire and intend for the Contributor and Additional Party to be admitted as members of the Company.

The Contributor owns certain assets (including but not limited to tangible property, fixed assets, goodwill, real estate, intellectual property, customer lists, and all other property that is used by it in the operation of the Contributor's business and desires to contribute such assets other than Excluded Assets to the capital of the Company as set forth in the attached Schedule entitled "Fair Market Value of Contributed Assets" (the "Contributed Assets") in consideration for the Company's issuance to the Contributor of a fifty percent (50%) limited liability company membership interest in the Company (the "Membership Interest").

The Company wishes to accept such contribution of the Contributed Assets and to issue the Membership Interest to the Contributor in consideration thereof, subject to the limitations contained herein as part of the execution of the Operating Agreement.

**AGREEMENT:**

Now, therefore, in consideration of the premises and of the mutual covenants, agreements, representations and warranties hereinafter set forth, the Parties agree as follows:

**ARTICLE I.**  
**DEFINITIONS**

In addition to the other terms defined in this Agreement, the following terms will have the definitions indicated:

"Accounts Payable" shall mean the verified current accounts payable existing and outstanding as shown on the Contributor's balance sheet on the Closing Date.

"Accounts Receivable" means all trade and other accounts receivable and other indebtedness owed to the Contributor.

"Active Employees" means all employees employed by the Contributor, including employees on temporary leave of absence, including family medical leave, military leave, disability leave or sick leave.

"Additional Party" is defined in the first paragraph of this Agreement.

"Additional Party Contribution Agreement" shall have the same meaning as set forth in the Recitals of this Agreement.

"Affiliate" means, with respect to a specified Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. The term "control" means (a) the possession, directly or indirectly, of the power to vote 10% or more of the securities or other equity interests of a Person having ordinary voting power, (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, by contract or otherwise, or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person.

"Agreement" is defined in the opening paragraph and shall also include all of the schedules and exhibits referenced herein.

"Assignment and Assumption Agreement" shall mean the assignment and assumption agreement between the Company and Contributor in the form of the Exhibit attached hereto entitled "Assignment and Assumption Agreement."

"Assignment of Intellectual Property Rights" shall mean the assignment of intellectual property rights agreement between the Company and Contributor in the form of the Exhibit attached hereto entitled "Assignment of Intellectual Property Rights."

"Balance Sheet" means the audited balance sheet of the Contributor as of December 31, 2013, and the notes thereto, all of which are attached to the Schedule entitled "Financial Statements".

"Balance Sheet Date" means the date of the Balance Sheet.

"Basket" is defined in Article VIII.

"Bill of Contribution" shall mean the bill of contribution and assignment evidencing the transfer from the Contributor to the Company of the Contributed Assets in the form of the Exhibit attached hereto entitled "Bill of Contribution."

"Business" shall mean the Contributor's business including, but not limited to, means the design, development, marketing and sales or licensing of software, and the publishing and sale of

books and manuals for the healthcare industry, as such services may be expanded, modified, or otherwise altered in the course of business by the Company after the date hereof.

“Business Day” means any day that is not a Saturday, Sunday, or any other day on which banks are required or authorized by law to be closed in Tallahassee, Florida..

“Cap” is defined in Article VIII.

“Closing” shall mean the closing of the transactions contemplated by this Agreement, including without limitation the execution and delivery of all Transaction Documents by the Parties on the Closing Date.

“Closing Date” shall mean March 31, 2014, or such other date as the parties may mutually agree upon.

“Contributed Assets” shall mean all of the assets of the Company as described in the Section of Article II of this Agreement entitled “Contributed Assets.”

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Contributor Services” shall mean any and all services of the Contributor related or incidental to the Business and the Contributed Assets.

“Consent” means any consent, approval, authorization, permission or waiver.

“Contracts” shall mean any contract, obligation, understanding, commitment, lease, license, purchase order, bid or other agreement, whether written or oral and whether express or implied, together with all amendments and other modifications thereto.

“Copyrightable Works” are original works such as molds, models, sketches, paintings, drawings, themes, designs, computer and other graphics, digital creations, electronic creations, computer and other programs, sound recordings and dramatic, graphic, literary, musical, and pictorial works.

“Current Assets” shall mean verified and bank reconciled cash on the Contributor’s balance sheet at Closing and delivered to the Company in the minimum amount of \_\_\_\_\_ Dollars (\$\_\_\_\_) (the “Minimum Cash Amount”), and the amount of any prepaid expenses or other accounting asset items properly accruable on the Contributor’s balance sheet (other than Accounts Receivable).

“Employee Benefit Plans” shall have the meaning set forth in the Section of Article IV of this Agreement entitled “Employee Benefit Plans.”

“Employment Laws” shall have the meaning set forth in the Section of Article IV of this Agreement entitled “Employment; Labor Matters.”

“Encumbrance” means any lien (other than a Permitted Lien), mortgage, pledge, encumbrance, charge, security interest, adverse claim, community property interest, equitable

interest, option, warrant, right of first refusal, easement, profit, license, servitude, right of way, covenant or zoning restriction or other restriction of any kind or nature.

“Equipment” shall mean all computers, software purchased or licensed from third parties, terminal equipment, office furniture and fixtures, removable tenant leasehold improvements, computer equipment, laptops, servers, networking or switch equipment, other equipment and all other tangible personal property (including without limitation copiers, staplers and other office equipment), electronic devices, spare parts and supplies therefore associated with the Business, including but not limited to, those listed on the Schedule attached hereto entitled “Equipment,” and any devices or supplies belonging to the Contributor that are located in its customer locations as of the Closing Date including but not limited to, those listed on the Schedule attached hereto entitled “Equipment,” but not to include the Excluded Assets.

“ERISA” shall mean the Employee Retirement Income Security Act, as amended.

“Excluded Assets” shall mean and be limited to solely those assets of the Contributor which are specifically identified on the Schedule attached hereto entitled “Excluded Assets.”

“Financial Statements” shall mean the (a) balance sheets and related statements of income, retained earnings and cash flows of the Contributor at and for the 2012 and 2013 fiscal years, and (b) un-audited balance sheet and related statements of income, retained earnings and cash flows of the Company for the interim period beginning on the first day of the Contributor’s current fiscal year and ending on the last day of the month immediately preceding the Closing Date (“Contributor Interim Financial Documents Date”), all of which were previously delivered to the Company and the Additional Party, are in the form previously agreed to by the Parties hereto, initialed by the Parties hereto to indicate such agreement and copies of which are attached hereto as the Schedule entitled “Financial Statements.”

“GAAP” shall mean generally accepted accounting principles set forth in the Statements of Financial Accounting Standards and Interpretations, Accounting Principles Board Opinions and AICPA Accounting Research bulletins, as in effect from time to time.

“Governmental Body” shall mean any federal, state, provincial, local, foreign or other government or quasi-governmental authority or any department, agency, subdivision, court or other tribunal of any of the foregoing.

“Income Tax Returns” shall mean, solely with respect to income Taxes, any return, declaration, report, claim for refund, or information return or statement, or any other information document filed pursuant to federal, state or local law, including any form, schedule or attachment thereto and any amendment or supplement thereof.

“Indebtedness” shall mean as to any Person at any time: (a) obligations of such Person for borrowed money; (b) obligations of such Person evidenced by bonds, notes, debentures or other similar instruments; (c) obligations of such Person to pay the deferred purchase price of property or services (including all obligations under noncompete, consulting or similar arrangements), except trade accounts payable of such Person arising in the ordinary course of business that are not past due by more than 90 days or that are being contested in good faith by appropriate proceedings diligently pursued and for which adequate reserves have been



established on the financial statements of such Person; (d) capitalized lease obligations of such Person; (e) indebtedness or other obligations of others guaranteed by such Person; (f) obligations secured by an Encumbrance existing on any property or asset owned by such Person; (g) reimbursement obligations of such Person relating to letters of credit, bankers' acceptances, surety or other bonds or similar instruments; (h) Liabilities of such Person relating to unfunded, vested benefits under any Employee Benefit Plan (excluding obligations to deliver stock pursuant to stock options or stock ownership plans); and (i) net payment obligations incurred by such Person pursuant to any hedging agreement.

"Intangible Assets" shall mean all Copyrightable Works, Inventions, Work Product, patents, trade secrets, trademarks, copyrights, service marks and trade names, all applications for any of the foregoing, and all permits, grants, franchises and licenses or other rights relating to any of the foregoing including any trade name and any derivation thereof, customer lists, goodwill and going concern, and shall include, but not be limited to, those items listed on the Schedule attached hereto titled "Intangible Assets."

"Inventions" are discoveries, concepts, ideas, formulas, processes, budgets, methods, projections, programs, digital creations, electronic creations, information and improvements that Contributor may have conceived, developed, made, or contributed to while Contributor owned the Business and that relate to or are useful in the Business, the Contributed Assets, and/or Contributor Services, whether or not patentable, and related know-how.

"Inventory" shall mean all of the inventories of the Contributor so classified in accordance with GAAP, including, but not limited to, those listed on the Schedule attached hereto entitled "Inventory".

"IRS" shall mean the United States Internal Revenue Service.

"Law" shall mean any federal, state, provincial, local, foreign or other law, statute, ordinance, regulation, rule, regulatory or administrative guidance, order, constitution, treaty, principle of common law or other restriction of any Governmental Body.

"Lenders" shall have the meaning set forth in the Section of Article VIII of this Agreement entitled "Termination of Encumbrances."

"Liability" shall mean any liability, obligation or commitment of any kind or nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

"List of Creditors" shall have the meaning set forth in the Section of Article VIII of this Agreement entitled "Creditors of the Contributor."

"Loss" or "Losses" shall have the meaning set forth in the Section of Article IX of this Agreement entitled "Losses."

"Material Adverse Effect" shall mean any change, effect, event, occurrence, state of facts, or development that is, individually or in the aggregate, materially adverse to the financial condition or results of operations of the referenced Person(s).

"Material Agreements" shall mean the agreements listed under the Section of Article IV of this Agreement entitled "Material Agreements."

"Minimum Cash Amount" shall have the meaning set forth in the definition of "Current Assets" in Article I of this Agreement entitled "Definitions."

"Membership Interest" shall have the same meaning as set forth in the Recitals of this Agreement.

"Operating Agreement" shall have the same meaning as set forth in the Recitals of this Agreement.

"Organizational Documents" means (a) any certificate or articles of incorporation, organization or formation and any bylaws, partnership agreement, or operating agreement, (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Law and (c) any amendment or modification to any of the foregoing.

"Payment Certificate" shall have the meaning set forth in the Section of Article IX of this Agreement entitled "Notice of Claims."

"Payoff Amounts" shall have the meaning set forth in the Section of Article III of this Agreement entitled "Adjustment to Purchase Price."

"PBGC" means the Pension Benefit Guaranty Corporation.

"Permitted Liens" shall mean liens accepted in writing by Company in Company's sole discretion as shown on the Schedule attached hereto entitled "Permitted Liens."

"Person" shall mean any natural person, firm, partnership, association, corporation, company, trust, public body or government.

"Principals" shall mean officers, directors, managers, general partners, or Persons holding similar offices or having similar duties.

"Purchase Price" shall have the meaning set forth in the Section of Article III of this Agreement entitled "Purchase Price," including any adjustments to the Purchase Price as provided herein.

"Record(s)" shall mean all the books and records of the Contributor, including but not limited to correspondence, memos, accounting records, books of account, computer tapes, hard disk drive data and all other books and records whether in physical, electronic or other media owned by the Contributor, or related to the Contributed Assets or the Business; provided, however, that the term "Record(s)" shall not include any list, book, ledger, compilation or other record (whether in physical, electronic, or other media) to the extent such record contains a description or account of the equity ownership of the Contributor or contact information of such equity owners.

"Real Property" shall mean marketable fee simple title to the real property described on the attached Schedule entitled "Real Property Description" and any improvements, fixtures, or structures located thereon.

"Related Agreements" shall mean the Assignment and Assumption Agreement, the Assignment of Intellectual Property Rights, the Bill of Contribution, Additional Party Contribution Agreement, and the Operating Agreement.

"Rules" shall have the meaning set forth in the Section of Article IX of this Agreement entitled "Notice of Claims."

"Subsidiary" shall mean any corporation, partnership, or limited liability company in which the Contributor owns an equity interest of 50% or more.

"Target Working Capital" shall mean and equal the Minimum Cash Account.

"Tax" or "Taxes" shall mean any foreign, U.S. federal, state or local income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value-added, general service, alternative or add-on minimum, or estimated tax, including any interest or penalty thereon.

"Tax Returns" shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes or any other information document filed pursuant to federal, state or local law, including any form, schedule or attachment thereto and any amendment or supplement thereof.

"Transaction(s)" shall mean the consummation at Closing of the contribution of the Contributed Assets and issuance of the Membership Interest in accordance with the terms, conditions and covenants of this Agreement and the execution of all of the Transaction Documents.

"Transaction Document(s)" shall mean this Agreement, the Related Agreements and each, any and all other written agreements, statements, documents, instruments, schedules, exhibits, opinions and certificates required or contemplated by the Transaction and any of the foregoing documents.

"Work Product" shall mean all products, including without limitation all work papers, lists, graphs, budgets, projections, job orders, sketches, designs, paintings, molds, concepts, reports, writings documentation, programs, drawings, photographs, film and all negatives, tapes, digital files and masters, prototypes and other materials, or other work product generated pursuant to the work performed for the Contributor or otherwise related to the Business.

"Working Capital" shall mean an amount equal to the Current Assets contributed by the Contributor at Closing.

ARTICLE II.  
CONTRIBUTION OF ASSETS BY CONTRIBUTOR

2.1 Contributed Assets. Subject to and upon the terms and conditions set forth in this Agreement, Contributor shall and as of the effective date does hereby contribute, convey, assign, transfer and deliver to the capital of the Company, free and clear of all Liabilities and Encumbrances, and the Company shall accept such contribution and acquire from the Contributor, full legal right, title and interest in and to all of the assets that are owned by the Contributor or in which the Contributor has any right, title or interest other than Excluded Assets (collectively, the "Contributed Assets"), including without limitation:

- (a) The Equipment;
- (b) The Real Property;
- (c) The Intangible Assets;
- (d) The Current Assets;
- (e) The rights and benefits under the Material Agreements;

(f) To the extent their transfer or assignment is permitted by the terms thereof and applicable law, the permits, franchises, approvals and authorizations by governmental authorities or third parties required in connection with the ownership or possession of the Contributed Assets or the operation of the Business shall be duly assigned to Company;

(g) The Records or copies thereof, whether in physical, electronic or other media, related to the Contributed Assets or the Business or the employees of Contributor to whom the Company makes offers of employment; and provided, however, that the Contributed Assets shall not include any of the Excluded Assets.

2.2 No Liabilities Assumed. Except as otherwise provided under the Section of Article II of this Agreement entitled "Assumed Liabilities," the Company shall assume no liabilities or obligations of the Contributor, whether absolute, contingent, known or unknown, determinable or not determinable or otherwise, or whether relating to the Contributed Assets or the Business. Except as provided under the Section of Article II of this Agreement entitled "Assumed Liabilities," Contributor shall pay, as and when due, all of Contributor's obligations, liabilities and commitments.

2.3 Assumed Liabilities. On the terms and subject to the conditions contained in this Agreement, and assuming that the representations and warranties made by Contributor in this Agreement are true and complete in all material respects as of the date or dates given, Company shall assume and agree to discharge and perform the Material Agreements assumed and assigned, if any, by Company at Closing, but only to the extent that such do not arise out of or relate to any breach or violation of any of the terms of the Material Agreements or tort committed in connection with the attempted performance under such Material Agreements occurring prior to or existing on the Closing Date (the "Assumed Liabilities"). For clarification, it is agreed that

the Contributor shall remain liable for and shall from its own funds full satisfy all of its Accounts Payable, which shall not be assumed by the Company.

2.4 Excluded Assets. Notwithstanding any other provision in this Agreement to the contrary, the Contributed Assets shall not include the Excluded Assets as specifically set forth on the attached Schedule entitled "Excluded Assets".

ARTICLE III  
ISSUANCE OF INTEREST BY COMPANY

3.1 Membership Interest. Subject to the terms and conditions of this Agreement, the Company hereby accepts the Contributor's contribution of the Contributed Assets to the capital of the Company and hereby issues the Membership Interest to the Contributor. Contributor hereby accepts the Membership Interest.

3.2 Capital Account. Contributor's Capital Account in the Membership Interest shall equal the fair market value of the Contributed Assets less the fair market value of the Assumed Liabilities. The fair market value of each of the Contributed Assets is as set forth in the Schedule attached hereto entitled "Fair Market Value of Contributed Assets."

3.3 The Closing. The Closing shall take place on March 31, 2014 in Dothan, Alabama, or such other place designated by the Members, and shall be effective at 11:59 p.m. on the Closing Date, unless otherwise agreed by the Parties. At the Closing, subject to all of the terms and conditions of this Agreement:

(a) Contributor shall deliver by certified check or wire to the Company the Minimum Cash Amount, and Contributor shall deliver a duly executed assignment of all of the Contributor's Accounts Receivable.

(b) Contributor shall deliver to the Company, in form and substance satisfactory to the Company, all consents from third parties necessary or advisable to effect any assignment or transfer described in the Section of Article II of this Agreement entitled "Contributed Assets."

(c) Contributor shall deliver to the Company, in a form satisfactory to the Company, releases of any security interests in and Encumbrances on the Contributed Assets.

(d) Contributor shall deliver to the Company such Transaction Documents, certificates and instruments as are reasonably requested by the Company to effect the transactions contemplated herein.

(e) The Company shall deliver to the Contributor such Transaction Documents, certificates and instruments as are reasonably requested by the Company to effect the transactions contemplated herein.

(f) The Parties shall execute and deliver to each other the Related Agreements in the form of the Exhibits attached hereto entitled the same.

3.4 Sales Taxes Ad Valorem Taxes and Utilities. Contributor shall be responsible for any documentary transfer taxes imposed by reason of the transfer of the Contributed Assets to the Company as provided herein and any deficiency, interest or penalty asserted with respect thereto. Contributor shall be responsible for its portion of all ad valorem and other taxes with respect to the Contributed Assets and all utilities payable with respect to the Contributed Assets. Such taxes shall be prorated as of the Closing Date based on the current property tax bills for such Contributed Assets, if then available, or if not, on the basis of the latest available tax figures and information. The utilities payable shall be prorated based on the number of days in the applicable billing period each party had possession of the Contributed Assets. Company shall assume the responsibility of paying such taxes and utilities to the extent not previously due and payable. In addition, if after the Closing there is an adjustment or reassessment by any Governmental Body with respect to, or affecting, any taxes for any Contributed Assets for the year of the Closing or any prior year, any additional tax payment for any Contributed Assets required to be paid with respect to the year of the Closing shall be prorated between the Company and Contributor, and Contributor agree to pay their prorated portion of any such additional tax payment to the Company within ten days after receipt of written notice from the Company.

ARTICLE IV.  
REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR

As an inducement to the Company and the Additional Party to enter into this Agreement, the Related Agreements, and to consummate the transactions contemplated therein, Contributor hereby unconditionally represents and warrants, as of the Closing Date (unless another date is specifically set forth in this Article IV), to the Company and the Additional Party for all representations and warranties as follows:

4.1 Organization, Qualification, Authority and Power of the Contributor.

(a) The Contributor is duly organized, validly existing and in good standing under the laws of the State of its organization, and is not in violation of any of its Organizational Documents.

(b) The Schedule attached hereto entitled "Contributor Disclosures" sets forth each of the other jurisdictions in which the Contributor is qualified to do business, and lists its Principals.

(c) The Contributor has all requisite power and authority to own, operate, lease and use its properties and assets and to carry on its business as it is now being conducted.

(d) The Contributor is duly qualified to do business and in good standing in every state listed on the Schedule entitled "Contributor Disclosures" and in every state in which its customers are located.

4.2 Capitalization.

(a) All of the outstanding equity ownership of the Contributor has been duly authorized and is validly outstanding, fully paid and non-assessable. The Schedule

attached hereto entitled "Equity Interests" lists each Subsidiary of the Contributor, and the Contributor's authorized and outstanding equity interests, and the record and beneficial owner of such equity interests.

(b) There are no outstanding securities convertible or exchangeable into equity interests of the Contributor or any Subsidiary or any options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other Contracts that could require any Contributor to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem equity interests of the Contributor. There are no outstanding equity appreciation, phantom stock, profit participation or similar rights with respect to the Contributor or any Subsidiary. Neither the Contributor nor any Subsidiary has violated any securities law in connection with the offer, sale or issuance of any of its equity interests or other equity or debt securities. Except as set forth on the attached Schedules entitled "Contributor Disclosures" and "Equity Interests," there are no voting trusts, proxies or other Contracts relating to the voting of the equity interests of the Contributor or any Subsidiary. Neither the Contributor nor any Subsidiary controls directly or indirectly or has any direct or indirect equity interest in any Person that is not a Subsidiary.

4.3 Due Authorization; Binding Obligation. Contributor has all necessary power and authority to execute, and deliver, the Transaction Documents and to perform such obligations thereunder and no other proceedings on the part of Contributor is necessary to authorize this Agreement, the Related Agreements, and the other Transaction Documents to which Contributor is a party and the transactions contemplated hereunder or thereunder. This Agreement, the Related Agreements, and each of the other Transaction Documents to which the Contributor is a party has been or will be duly executed and delivered and constitutes or will constitute the valid and binding obligation of the Contributor enforceable against the Contributor in accordance with their respective terms.

4.4 No Conflict or Violation; Consents. The execution, delivery or performance by the Contributor of this Agreement, the Related Agreements, and the other Transaction Documents to which the Contributor is a party and the consummation of the transactions contemplated hereby or thereby will not (a) contravene or violate either of the Contributor's Organizational Documents (b) violate, conflict with, result in a breach of, or entitle any party to terminate, or declare a default with respect to, any contract, lease, interest, judgment, order, decree, law, rule or regulation, except as listed and described on the Schedule attached hereto entitled "Conflicts, Violations and Consents," applicable to the Contributor or its business or to any of its equity owners or to the Contributed Assets (with or without the giving of notice or the passage of time or both) or (c) require the consent, approval or authorization of any Person except as listed and described on the Schedule attached hereto entitled "Conflicts, Violations and Consents." Contributor is not a party or subject to or bound by any agreement, instrument, judgment, injunction or decree of any court or Governmental Body that may restrict or interfere with Contributor's performance of this Agreement, the Related Agreements, or any of the other Transaction Documents to which the Contributor is a party.

#### 4.5 Financial Statements.

(a) Attached to the Schedule entitled "Financial Statements" are true and complete copies of the Contributor's Financial Statements, together with any and all notes thereto.

(b) Except as specifically described in the Financial Statements, the Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated, are in accordance with the books and records of the Contributor and present accurately and fairly in accordance with GAAP, as of their respective dates or the periods covered thereby, the financial position and results of operations of the Contributor.

(c) The amount of all Accounts Receivable will be good and collectible in full, net of any reserves as reflected on the Financial Statements, in the ordinary course of business and in any event collected not later than one-hundred twenty (120) days after the Closing Date, and none of such Accounts Receivable will be subject to any counter-claim or set-off.

(d) All of the Accounts Payable have arisen in bona fide arm's length transactions in the ordinary course of business and, prior to the Closing, Contributor has been paying its accounts payable in the ordinary course, consistent with past practices.

#### 4.6 Tax Returns

(a) Attached to the Schedule entitled "Income Tax Returns" are copies of the Income Tax Returns filed by the Contributor for the past three tax years for all jurisdictions the Contributor is required to file a tax return.

(b) The Income Tax Returns have been prepared and timely filed in compliance with all tax Laws.

(c) All other Tax Returns required by law have been timely filed and all other Tax with respect to all other Tax Returns required by law have been fully paid, and no penalty or interest with respect to such Tax is outstanding.

4.7 No Adverse Changes. Since the last day of the Contributor's 2013 fiscal year, the Contributor has conducted the Business only in the ordinary course of business in accordance with the Contributor's past practices (without extraordinary or unusual transactions) and the Contributor has had no Material Adverse Effect.

4.8 Title. Except as disclosed in the Schedule attached hereto titled "Permitted Liens." no Encumbrance exists with respect to the Contributed Assets. Contributor has and shall contribute and convey to the Company at the Closing good and marketable title to all of the Contributed Assets, free and clear from all Encumbrances. Such Contributed Assets shall also be free and clear from any and all non-lien claims, suits or debts incurred with respect to any known or unknown creditor of Contributor. Contributor represents and warrants that none of the Contributed Assets shall have been removed from the Contributor as shown on the balance



sheets or Financial Statements other than with respect to sales and collections in the ordinary course of business and the Excluded Assets.

4.9 Inventory. The Schedule entitled "Inventory" is a true and complete list of the Inventory as of the date hereof by major items (or categories of items, where appropriate), together with a description of each item, a statement of the date of acquisition of each item (to the extent practicable). The Inventory (i) consists exclusively of products of a quality and quantity usable or saleable in the ordinary course of business, (ii) is reasonable in amount, and (iii) has been recorded in the Financial Statements in accordance with GAAP.

4.10 Equipment. The Schedule titled "Equipment" is a true and complete listing of the Equipment as of the date hereof by major items (or categories of items, where appropriate), together with a description of each item, a statement of the date of acquisition of each item (to the extent practicable). All items of Equipment are in a state of good repair and in good working order, are sufficient for the operation of the Business and are in conformity in all material respects with all applicable laws, ordinances, orders, regulations and other requirements (including applicable zoning, environmental, motor vehicle safety or standards, occupational safe and health laws and regulations) relating thereto currently in effect.

4.11 Intangible Assets. The Schedule entitled "Intangible Assets" sets forth all Intangible Assets granted to or from Contributor including any trade name and any derivation thereof and there are no other patents, trademarks, copyrights, service marks or trade names used in the Business. Contributor represents and warrants that the use of the Intangible Assets does not and will not infringe on or otherwise violate any patent, trademark, copyright, search mark or trade name and that there are no other covenants or agreements concerning the licensing or use of the Intangible Assets. Contributor represents and warrants that Contributor has not received any notice of any adversely held patent, trademark, copyright, service mark or trade name of any other Person or notice of any claim of any other Person relating to any of the Intangible Assets. The execution, delivery and performance of this Agreement and the transactions contemplated hereby will not result in the loss or the impairment of any rights to the Intangible Assets.

4.12 Material Agreements.

(a) The Schedule attached hereto entitled "Customer Contracts" is a true and accurate listing and description of all Contracts (or series of related Contracts) for the provision of Contributor Services to customers of the Contributor. Such Contracts were entered into or made by the Contributor in the ordinary course of the Contributor's business consistent with the Contributor's past practices, are valid and in full force and effect, and are held by the Contributor subject to any applicable cancellation rights of the Contributor's customers.

(b) The Schedule attached hereto entitled "Purchase Orders" is a true and accurate listing and description of all oral and written Contracts and purchase orders existing as of the date hereof for the purchase of goods and services necessary in the ordinary course of the Contributor's business. Such Contracts and purchase orders were entered into or made in the ordinary course of the Contributor's business consistent with

the Contributor's past practices, are at prices and on terms no less favorable to the Contributor than those generally prevailing and are valid and in full force and effect.

(c) The Schedule attached hereto entitled "Licenses, Contracts, Operating Leases and Agreements" is a true and accurate listing and description of all licenses (including but not limited to intellectual property licenses), Contracts, operating leases and other agreements that relate to the Contributed Assets or the Business and are used or useful in the Business. Such licenses, Contracts, operating leases and other agreements were entered into in the ordinary course of the Contributor's business consistent with the Contributor's past practices and are in full force and effect. There are no other licenses required under federal, state or local laws for the operation of the Contributor's business.

(d) The Schedule attached hereto entitled "Contributor Contracts" is a true and accurate listing and description of all the following Contracts to which the Contributor is a party and bound or to which any Contributed Asset of the Contributor is subject or under which the Contributor has any rights or the performance of which is guaranteed by the Contributor:

(i) each Contract (or series of related Contracts) that involves delivery or receipt of products or services that was not entered into in the ordinary course of business;

(ii) each collective bargaining agreement and other Contracts to or with any labor union or other employee representative of a group of employees;

(iii) each joint venture, partnership or Contract involving a sharing of profits, losses, costs or Liabilities with any other Person;

(iv) each Contract containing any covenant that purports to restrict the business activity of the Contributor or limit the freedom of the Contributor to engage in any line of business or to compete with any Person;

(v) each power of attorney;

(vi) each Contract entered into that contains or provides for an express undertaking by the Contributor to be responsible for consequential, incidental or punitive damages;

(vii) each written warranty, guaranty or other similar undertaking with respect to contractual performance other than in the ordinary course of business; and

(viii) each employment, non-compete, confidentiality or consulting Contract with any employee, agent or consultant of the Contributor.

(e) Except as provided under the Section of Article II of this Agreement entitled "Assumed Liabilities" Contributor shall have paid or caused to pay all amounts due and payable under the Material Agreements as of the Closing Date. The Company assumes

no liability for any amounts owed relating to the Material Agreements attributable to periods ending on or before the Closing Date.

(f) The Contributor has not collected any amounts under the Material Agreements for products or services to be delivered or performed after the Closing Date.

(g) Contributor has delivered to Company a correct and complete copy of each written Material Agreement. Each Material Agreement is legal, valid, binding, enforceable, in full force and effect and will continue to be so on identical terms following the Closing Date. The Contributor has not miscalculated any rebates or other payments made by or on behalf of any customer or otherwise breached any Material Agreement with any such customer. Each Material Agreement, with respect to the other parties to such Material Agreement is legal, valid, binding, enforceable, in full force and effect and not in contravention of any Law, regulation or ordinance, and will continue to be so on identical terms following the Closing Date. The Contributor is not in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default, or permit termination, modification or acceleration, under any Material Agreement. No other party is in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default, or permit termination, modification or acceleration, under any Material Agreement. No party to any Material Agreement has repudiated any provision of any such Material Agreement.

4.13 Customers and Suppliers. The Schedule attached hereto entitled "Customers and Suppliers; Cancelled Contracts" is a true and complete list of the Contributor's ten largest customers and ten largest suppliers for the twelve months ending on the Closing Date, measured by dollar volume in each case. Since the last day of the Contributor's 2013 fiscal year, there have been no material changes to the content of the Schedule entitled "Customers and Suppliers; Cancelled Contracts." Except as provided on the Schedule attached hereto entitled "Customers and Suppliers; Cancelled Contracts," Contributor has not received notice or indication that any existing customer or supplier of the Contributor will terminate or substantially reduce its business with the Contributor, whether as a result of the transactions contemplated by this Agreement or otherwise. To the knowledge of Contributor, there is not a customer or supplier of the Contributor that intends to terminate or substantially reduce its business with the same. No customer of the Contributor has cancelled its contract with the Contributor over the last twelve (12) months, except as provided in the attached Schedule entitled "Customers and Suppliers; Cancelled Contracts."

4.14 Compliance; Permits. The Contributor and the Business are in compliance in all material respects with all Laws, including without limitation all federal and state securities laws and regulations (including but not limited to all regulations, notices and advisory opinions issued by the Securities and Exchange Commission), and Contributor has not received any notice asserting any noncompliance therewith. The Contributor has all licenses, permits, authorizations and approvals necessary to carry on the Business as it is currently being conducted, or obtained by the Contributor for the conduct of the Business and/or the ownership and operation of the Contributed Assets. Contributor have delivered to the Company complete and accurate copies of all such licenses, permits, authorizations and approvals each of which is currently valid and in full force and effect and is hereby fully assigned to the Company. Contributor has executed and

filed any and all assignments, permit transfer applications and notices to governmental agencies, necessary to transfer such permits to the Company or keep such permits, authorizations and approvals in full force and effect after the Closing.

4.15 Pending or Threatened Litigation. There are no actions, suits or proceedings (legal, governmental or otherwise) pending or, to the knowledge of Contributor, threatened against Contributor, regarding the Business or otherwise or any Contributed Assets and Contributor know of no basis therefore, except as disclosed in the attached Schedule entitled "Pending or Threatened Litigation."

4.16 Absence of Undisclosed Liabilities. There does not currently exist, and as of the Closing there will not exist, any Liability or obligation of any nature or in any amount (whether known or unknown, absolute, accrued, contingent or otherwise) against the Contributor or any of its assets not fully reflected on or reserved against and included in the Financial Statements.

4.17 Books and Records. All of the Records relating to the Business and the Contributed Assets will be turned over to Company's possession on or before the Closing and are authentic, complete and correct in all material respects.

4.18 Employment Related Payments. The Contributor has paid or accrued all wages, commissions, salaries, holiday and vacation pay, bonuses and past service claims of the employees of the Contributor due and payable and has made (or will be holding in trust for the beneficiaries thereof and will thereafter pay on or before the due date for payment) all proper deductions, remittances and contributions for employees' wages, commissions and salaries required under all contracts and statutes (including without limitations, health, hospital and medical insurance, group life insurance, workers' compensation, unemployment insurance, income tax, FICA taxes and the like) and wherever required by such contracts and/or statutes, all proper deductions and contributions from its own funds for such purposes. The Company assumes no liability for any amounts of the foregoing.

4.19 Employment; Labor Matters. The Contributor is not a party to any collective bargaining agreement with any labor union or any local or subdivision thereof; there is no current or, to the knowledge of Contributor, threatened union organizing activity among the employees of the Contributor; and there have been no unfair labor practice complaints or actions filed or threatened against the Contributor, and Contributor is unaware of any acts which have occurred that could be the basis for such actions. No union representation questions relating to the Contributor are pending before the National Labor Relations Board or before any similar agency in any state. The Contributor is not, and during the three-year period before the date hereof the Contributor has not been, in violation in any material respects of any federal, state or foreign laws respecting employment, employment practices, terms and conditions of employment, wages and hours, collective bargaining, worker safety, employee insurance, unfair labor practices or the withholding and payment of FICA, Medicare and related taxes ("Employment Laws"). The Schedule attached hereto entitled "Employees" is a true and complete list of the Contributor's employees, together with their titles or job descriptions, lengths of service, rates of compensation (regardless of form) and information as to any bonus or incentive pay, deferred or other compensation to which they are entitled or for which they are eligible and any special arrangements, oral or written, with respect to their employment. Except

as described in the attached Schedule titled "Employees," the Contributor is not a party to any employment contract, consulting contract or similar arrangement with any employee or Person.

4.20 Employee Benefit Plans.

(a) The attached Schedule entitled "Employee Benefit Plans" sets forth each Employee Benefit Plan.

(b) Each Employee Benefit Plan complies in all material respects with the applicable requirements of ERISA, the Code and other applicable Laws. In such regard, and except where noncompliance would not have a material effect:

(i) All required reports and descriptions (including Form 5500 Annual Reports, summary annual reports, and summary plan descriptions) have been timely filed and distributed with respect to each Employee Benefit Plan as and to the extent required by the Code or ERISA.

(ii) All contributions to each Employee Benefit Plan, including without limitation premium payments required to provide or maintain coverage under any Employee Benefit Plan that is an Employee Welfare Benefit Plan, that are for any period ending on or before the date hereof (A) have been paid to the extent due for payment no later than the date hereof and (B) to the extent not so due, have either been paid or (except for contributions and premiums payable by participating employees and their dependents and beneficiaries) accrued by the Contributor.

(iii) There has been no non-exempt "prohibited transaction" (as defined in ERISA § 406 or Code § 4975) with respect to any Employee Benefit Plan. No "fiduciary" (as defined in ERISA § 3(21)) has any liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any Employee Benefit Plan. No proceeding with respect to the administration or the investment of the assets of any Employee Benefit Plan (other than routine claims for benefits) is pending or threatened. There are no pending or threatened claims with respect to any Employee Benefit Plan other than routine claims for benefits.

(c) Any Employee Benefit Plan that is intended to be a qualified plan under Code § 401(a) (a "qualified plan") complies in all material respects with all applicable Code requirements for qualified plan status, and the IRS has issued a favorable determination letter or opinion letter, as applicable, with respect to such Employee Benefit Plan's qualified plan status.

(d) Contributor is not required to contribute to any multiemployer plan, and no Employee Benefit Plan is subject to Title IV of ERISA

(e) The execution of the Transaction Documents and the performance of the Transactions will not constitute a triggering event under any Employee Benefit Plan that will result in any payment, "parachute payment" (as defined in Code § 280G),

acceleration, vesting or increase in benefits to any employee, former employee or director of the Contributor.

#### 4.21 Taxes.

(a) Except as listed and described on the Schedule attached hereto entitled "Tax Disclosures," the Contributor has filed all federal, state and local Tax Returns and other returns and reports relating to the Business or the Contributed Assets required to be filed on or before the Closing; all information reported on such returns is true, accurate and complete; and the Contributor has paid or accrued (i) any and all Taxes shown to be due on such returns and reports, including, without limitation, those due in respect of properties, income, franchises, licenses, sales and payrolls, (ii) all deficiencies and assessments of Taxes of which notice has been received by Contributor that are or may become an Encumbrance upon any of its assets and (iii) all other Taxes due and payable on or before the Closing for which neither filing of tax returns or reports nor notice of deficiency or assessment is required, of which Contributor are or should be aware that are or may become an Encumbrance upon any of its assets. The Contributor has made all payments of estimated income tax due through the date hereof and all withholdings of tax relating to the Business or the Contributed Assets required to be made under all applicable United States, state and local tax regulations. Except as listed and described on the attached Schedule entitled "Tax Disclosures," the Contributor have not executed or filed with the IRS or any other taxing authority, domestic or foreign, any agreement or other document extending, or having the effect of extending, the period for assessment or collection of any Taxes.

(b) No event has occurred which could impose on the Contributor any successor or transferee Liability for any Taxes in respect of the Contributor. No claim has been made by any Governmental Body in a jurisdiction where the Contributor does not file its tax returns in which the Contributor is or may be subject to the payment, collection or remittance of any Tax of that jurisdiction or is otherwise subject to taxation by that jurisdiction. There are no Encumbrances on any of the assets of the Contributor that arose in connection with, or otherwise relate to, any failure (or alleged failure) to pay any tax.

(c) The Contributor has withheld, collected and paid to the proper Governmental Body, all Taxes required to have been withheld, or collected and/or remitted (including Taxes arising as a result of (i) payments or distributions to (A) out-of-state, foreign or other equity owner of the Contributor or (B) employees of the Contributor, and (ii) goods and services received from or provided to any Person). The Contributor has complied with all information reporting and back-up withholding requirements, and has maintained all required records with respect thereto, in connection with amounts paid or owing to any employee, customer, creditor, equity owner, independent contractor, or other third party.

(d) There is no basis for any Governmental Body, the Contributor, or director, officer or manager (or employee responsible for tax matters) of the Contributor to expect any Governmental Body to, assess any additional Taxes for any period for which its tax

returns have been filed. There is no dispute or claim concerning any Liability for Taxes paid, collected or remitted by any Contributor either (i) claimed or raised by any Governmental Body in writing or (ii) as to which any Contributor has knowledge.

(e) The Contributor has not waived any statute or period of limitations with respect to any tax or agreed, or been requested by any Governmental Body to agree, to any extension of time with respect to any tax. No extension of time within which to file any tax return of the Contributor has been requested, granted or currently is in effect.

(f) The Contributor has not made any payments, is not obligated to make any payments, or is not a party to any agreement that under certain circumstances could obligate it to make any payments that will not be deductible under Code § 280G or Code § 162(m). The Contributor has not been a United States real property holding corporation within the meaning of Code § 897(c) (2) during the applicable period specified in Code § 897(c) (1) (A) (ii). The Contributor has disclosed on its federal income tax returns all positions taken therein that could give rise to a substantial understatement of federal income tax within the meaning of Code § 6662. The Contributor has not agreed, nor is required to make, any adjustments under Code § 481(a) by reason of a change in method of accounting or otherwise. No asset of the Contributor (i) is property required to be treated as being owned by another Person pursuant to the provisions of § 168(f) (8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986, or (ii) constitutes "tax-exempt use property" or "tax-exempt bond financed property" within the meaning of Code § 168. The Contributor has not been a "distributing company" within the meaning of Code § 355(c) (2) with respect to a transaction described in Code § 355 within the six-year period ending on the date hereof. The Contributor has not made, or is bound by, any election under Code § 197. The Contributor has not, directly or indirectly, participated in any transaction (including, the transactions contemplated by this Agreement) that would constitute (iii) a "reportable transaction" or "listed transaction" as defined in Treasury Regulation § 1.6011-4 or (iv) a "tax shelter" as defined in Code § 6111 and the Treasury Regulations thereunder.

(g) The unpaid Taxes of the Contributor (i) did not, as of the Contributor Interim Financial Documents Date, exceed the reserve for Liability for Taxes (rather than any reserve for deferred Taxes established to reflect timing differences between book and tax income) set forth on the face of the balance sheet or other Financial Statements (rather than in any notes thereto) and (ii) will not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Contributor in filing its tax returns.

(h) The Contributor is not a party to any tax allocation, sharing, reimbursement or similar agreement. The Contributor has no Liability for Taxes of any Person (other than the Contributor) under Treasury Regulation § 1.1502-6 (or any similar provision of any other Law), as a transferee or successor, by Contract, or otherwise.

(i) The execution and delivery of this Agreement and the performance of the Transactions will not cause the Contributor or the Company to have any Liability for any tax.

4.22 Utilities. The Contributor has had sufficient power, fuel, oil, natural gas and water supplies and adequate sewage, waste disposal and air omission systems for the operation of the Business and all such supplies and systems have been and are in full compliance with all federal, state and local environmental and other regulatory laws and regulations. To the best knowledge of Contributor, the supplies and systems referred to in this Section entitled "Utilities" will be available to the Company subsequent to the Closing.

4.23 Solvency; Bankruptcy Filings. Contributor is solvent and has not incurred nor does it intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be received by it and of amounts to be payable on or in respect of debts of it). Contributor's cash flow, after taking into account all anticipated uses of its cash, will at all times be sufficient to pay all amounts on or in respect of its debts when such amounts are required to be paid. Contributor is not contemplating any voluntary bankruptcy filing under federal or state bankruptcy or insolvency laws, and Contributor has not received any information to indicate that an involuntary bankruptcy filing may be commenced against any of the Contributor. Contributor represents and warrants the foregoing provisions of this Section with respect to the financial condition of the Contributor.

4.24 No Brokerage. Contributor has not incurred any obligation or liability, contingent or otherwise, for brokerage or finder's fees or agent's commissions or like payments in connection with this Agreement or the transactions contemplated hereby.

4.25 No Misstatements or Omissions. No representation or warranty contained in this Agreement (including its schedules) or in any other Transaction Document to which Contributor is a party contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements or facts contained therein or herein not misleading.

4.26 Environmental Disclosures. Except as set forth on the Schedule entitled "Environmental Disclosures", with respect to environmental matters, and to the best of Contributor's information, knowledge and belief:

(a) The use, maintenance and operation of any of the Contributed Assets by the Contributor and the conduct of the Business by the Contributor is in compliance in all material respects with all applicable federal, state, county or local statutes, laws, regulations, rules, ordinances, codes, licenses and permits of any governmental authorities relating to environmental matters, including by way of illustration and not by way of limitation (i) the Clean Air Act, the Clean Water Act, the Federal Water Pollution Control Act of 1972, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act (and any amendments or extensions of any of them), and (ii) all other applicable environmental requirements; and



(b) No notice of any violation of any matter which would cause any of the representations and warranties contained in this Section relating to the Contributor's use of Contributed Assets to be false or materially misleading have been received by Contributor, and there are no writs, injunctions, decrees, orders or judgments outstanding, and no lawsuits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of any real estate, nor, to the knowledge of Contributor, is there any basis for such lawsuits, claims, proceedings or investigations being instituted or filed.

4.27 Real Property Disclosures. The Contributor owns and will own at Closing marketable fee simple title to the Real Property AS-IS, WHERE-IS other than: those liens, encumbrances or other exceptions to title of which Contributor has actual knowledge of, as listed on the attached Schedule entitled "Real Property Disclosures", leases, any easements, zoning, restrictions, encumbrances or other matters appearing in the public record, and any other title matters that do not materially negatively impact the use of the Real Property for its current use and its use in the Business.

ARTICLE V.  
[INTENTIONALLY OMITTED]

ARTICLE VI.  
PREREQUISITES TO THE OBLIGATIONS OF CONTRIBUTOR

The obligations of Contributor under this Agreement and the Related Agreements are subject to the complete fulfillment of the following conditions before or on the Closing Date.

6.1 Representations and Warranties. Each of the representations and warranties of the Company and the Additional Party contained in this Agreement, the Related Agreements, and in any Transaction Document shall be true and accurate as of the Closing Date.

6.2 Covenants and Conditions. The Company and the Additional Party shall have duly performed and complied fully with all covenants, agreements and conditions required by this Agreement and/or the Related Agreements to be performed or complied with by the Company and/or the Additional Party before or on the Closing Date.

6.3 No Litigation or Governmental Proceedings. No action or proceeding shall have been instituted before any court or Governmental Body by any third party to restrain or prohibit, or to obtain damages in respect of, the consummation of this Agreement. The Parties shall not have received written notice from any Governmental Body of (i) its intention to institute any action or proceeding to restrain or enjoin or nullify this Agreement, the Related Agreements, or the transactions contemplated thereby, or to commence any investigation into the consummation of this Agreement or the Related Agreements, or (ii) the actual commencement of such an investigation. The Company and the Additional Party shall give notice to Contributor of any such intent, investigation or inquiry promptly upon receipt of notice of its occurrence.

6.4 Execution and Delivery Requirements. The Company and the Additional Party shall have satisfied its execution and delivery requirements for the Closing as set forth in the Section of Article III of this Agreement entitled "The Closing."

6.5 No Adverse Change. There shall have been no Material Adverse Effect with respect to either the Company or the Additional Party since the Contributor Interim Financial Documents Date.

ARTICLE VII.  
PREREQUISITES TO THE OBLIGATIONS OF  
THE COMPANY AND THE ADDITIONAL PARTY

The obligations of the Company and the Additional Party under this Agreement and the Related Agreements are subject to the fulfillment of the following conditions before or on the Closing Date:

7.1 Representations and Warranties. Each of the representations and warranties of Contributor contained in this Agreement, the Related Agreements, and in any Transaction Document shall be true and accurate as of the Closing Date.

7.2 Covenants and Conditions. Contributor shall have duly performed and complied fully with all covenants, agreements and conditions required by this Agreement and the Related Agreements to be performed or complied with by Contributor before or on the Closing Date.

7.3 No Litigation or Governmental Proceedings. No action or proceeding shall have been instituted before any court or Governmental Body by any third party to restrain or prohibit, or to obtain damages in respect of, the consummation of this Agreement. The Parties shall not have received written notice from any Governmental Body of (i) its intention to institute any action or proceeding to restrain or enjoin or nullify this Agreement, the Related Agreements, or the transactions contemplated thereby, or to commence any investigation into the consummation of this Agreement or the Related Agreements, or (ii) the actual commencement of such an investigation. The Contributor shall give notice to the Company and the Additional Party of any such intent, investigation or inquiry promptly upon receipt of notice of its occurrence.

7.4 Consents and Approvals. All consents, approvals, authorizations and filings required to be obtained or made for the valid and effective transfer to the Company of the Contributed Assets and the Material Agreements and consummation of the transactions contemplated by this Agreement, the Related Agreements, and the other Transaction Documents shall have been obtained or made.

7.5 No Adverse Change. There shall have been no Material Adverse Effect with respect to the Contributor since the Contributor Interim Financial Documents Date.

7.6 Licenses and Permits. All licenses and permits necessary for the conduct of the Business shall have been assigned to the Company effective as of the Closing Date, with all necessary consents to permit the Company to operate the Business under such permits and licenses.

7.7 Termination of Encumbrances. All Encumbrances (other than Permitted Liens) on the Contributed Assets shall have been terminated pursuant to written instruments in form and substance reasonably satisfactory to the Company before or on the Closing Date, and therefore, no Encumbrances (other than Permitted Liens) shall exist with respect to the Contributed Assets.

7.8 Employment Related Payments. Contributor shall have paid or accrued all wages, commissions, salaries, holiday and vacation pay, bonuses and past service claims of the employees of the Contributor then or previously due and payable and shall have made (or will be holding in trust for the beneficiaries thereof and will thereafter pay on or before the due date for payment) all proper deductions, remittances and contributions for employees' wages, commissions and salaries required under all contracts and statutes (including without limitations, health, hospital and medical insurance, group life insurance, workers' compensation, unemployment insurance, income tax, FICA Taxes and the like) and wherever required by such contracts and/or statutes, all proper deductions and contributions from its own funds for such purposes. The Company assumes no liability for any amounts of the foregoing attributable to periods ending on or before the Closing Date which have been paid or should have been paid to or for the benefit of, or withheld from, any employee or salesman of the Contributor.

7.9 Creditors of the Contributor. Contributor shall set forth on the Schedule entitled "List of Creditors" a true and complete list of all creditors of the Contributor (the "List of Creditors"). The List of Creditors shall contain (a) the names and business addresses of, and, when known, the amounts owed to all creditors of the Contributor, and (b) the names of all persons known to Contributor to assert claims against the Contributor, even though such claims may be disputed. The List of Creditors must be signed and sworn to or affirmed by the Contributor.

7.10 Execution and Delivery Requirements. Contributor shall have satisfied its execution and delivery requirements for the Closing as set forth in the Section of Article III of this Agreement entitled "The Closing."

7.11 Contributor' Readiness. Contributor shall have been demonstrably ready, willing and able to completely perform its obligations hereunder and consummate the transactions hereunder not later than the date of Closing.

7.12 Current Assets. Current Assets must exist at Closing in the minimum amounts described in the provision of Article I of this Agreement defining Current Assets.

7.13 Contributor' Approval. Contributor shall have duly obtained and delivered to Company and the Additional Party all of the necessary consents and approvals of the Contributor's governing body as in the manner and as required under the law of the state of the Contributor's incorporation or organization.

## ARTICLE VIII INDEMNIFICATION

8.1 Indemnification by the Contributor. Subject to the terms and conditions of this Article, the Contributor will indemnify and hold harmless the Company and the Additional Party (including the Additional Party's Affiliates and representatives) for all Losses, directly or

indirectly, incurred by the Company or the Additional Party (including the Additional Party's Affiliates and Representatives) relating to or arising from: (i) any breach or inaccuracy, or any allegation of any third party that, if true, would be a breach or inaccuracy, of any representation or warranty made by the Contributor in Article IV of this Agreement; or (ii) any breach of any covenant or agreement of the Contributor in this Agreement or any of the Related Agreements.

8.2 Indemnification by the Additional Party. Subject to the terms and conditions of this Article, the Additional Party will indemnify and hold harmless the Contributor (including the Contributor's Affiliate's and representatives) for all Losses, directly or indirectly, relating to or arising from: (i) any breach or inaccuracy, or any allegation of any third party that, if true, would be a breach or inaccuracy, of any representation or warranty made by the Additional Party in the Additional Party Contribution Agreement; or (ii) any breach of any covenant or agreement of the Additional Party in this Agreement or the Related Agreements.

8.3 Losses. References herein to "Loss" or "Losses" shall mean (i) any and all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limitation, liabilities for reasonable attorneys' fees and related expenses incurred by the party incurring the Loss or Losses for any breach of warranty, non-performance of conditions or covenants or unsatisfied obligation herein and (ii) the cost with respect to matters addressed in the Sections of this Article of this Agreement entitled "Indemnification by the Contributor" and "Indemnification by the Additional Party".

8.4 Limitations on Indemnification.

(a) The Contributor will have no Liability with respect to the matters described in Section 8.1 until the total of all Losses with respect to such matters exceeds One Hundred Thousand Dollars (\$100,000.00) (the "Basket"), at which point the Contributor will be obligated to indemnify for 100% of all Losses without regard to the Basket. The Contributor's maximum aggregate Liability with respect to matters described in Section 8.1 will be limited to Four Million Dollars (\$4,000,000.00) (the "Cap").

(b) The Additional Party will have no Liability with respect to the matters described in Section 8.1 until the total of all Losses with respect to such matters exceeds One Hundred Thousand Dollars (\$100,000.00) (the "Basket"), at which point the Additional Party will be obligated to indemnify for 100% of all Losses without regard to the Basket. The Additional Party's maximum aggregate Liability with respect to matters described in Section 8.1 will be limited to Four Million Dollars (\$4,000,000.00) (the "Cap").

(c) Notwithstanding the foregoing, this Section shall not apply to any fraudulent or intentional breach of any representation or warranty, or any breach in connection with Sections 4.1, 4.2, 4.3, 4.8 or 4.21 of this Agreement.

8.5 Survival and Time Limitations. All representations, warranties, covenants and agreements of the Parties in this Agreement and the Related Agreements will survive the Closing. Except as provided for the Contributor's Liability for Losses incurred after the Closing of this Agreement as set forth in Section 8.1 of this Agreement, the Contributor will have no

Liability with respect to any claim for any breach or inaccuracy of any representation, warranty, covenant or agreement in this Agreement or the Related Agreements, unless (i) the Company or the Additional Party notifies the Contributor of such a claim within thirty (30) days of such notifying party having knowledge of such claim, and (ii) the Contributor receives such notice within during the two (2) year period immediately following the Closing Date; provided, however, any claim relating to any breach that is described in Section 8.4(c) may be made at any time without any time limitation. Except as provided for the Additional Party's Liability for Losses incurred after the Closing of this Agreement as set forth in Section 8.2 of this Agreement, the Additional Party will have no Liability with respect to any claim for any breach or inaccuracy of any representation, warranty, covenant or agreement in this Agreement or the Related Agreements, unless (i) the Company or the Contributor notifies the Additional Party of such a claim within thirty (30) days of such notifying party having knowledge of such claim, and (ii) the Additional Party receives such notice within during the two (2) year period immediately following the Closing Date; provided, however, any claim relating to any breach that is described in Section 8.4(c) may be made at any time without any time limitation. If the Company, the Contributor, or the Additional Party, as applicable, provides proper notice of a claim within the applicable time period set forth above, Liability for such claim will continue until such claim is resolved.

ARTICLE IX.  
ADDITIONAL COVENANTS AND AGREEMENTS

9.1 Warranties. Contributor hereby assigns to the Company all of its rights, title and interest in and to such warranties (express and implied) that continue in effect with respect to the Contributed Assets and hereby nominates the Company as its true and lawful attorney to enforce such warranties, and Contributor shall execute and deliver such specific assignments of such warranty rights as the Company may reasonably request from time to time.

9.2 Further Assurances. Contributor shall for no further consideration perform all such other action and execution, acknowledge and deliver and cause to be executed, acknowledged and delivered such assignments, transfers, consents and Transaction Documents as the Company may reasonably request to vest in the Company and protect the Company's rights, title and interest in and enjoyment of the Contributed Assets.

9.3 Access; Mail. From time to time following the Closing, upon the reasonable request of the Company, Contributor shall afford the Company and its authorized representatives access to the Contributor's business records, general ledgers and tax returns to the extent reasonably necessary for the Company's business, tax, accounting or legal purposes, and shall permit the Company to make copies thereof at the Company's sole expense. From and after the Closing Date, the Company will have the right to receive all mail addressed to any of the Contributors; provided, however, that the Company will promptly forward to Contributor any mail sent to the Company which appears to relate to assets other than the Contributed Assets or to agreements other than the Material Agreements.

9.4 Employee Transition. Contributor acknowledges that the Company shall over as employer of Contributor's employees immediately following the Closing Date, subject to the payroll administration provision set forth in Section 9.6. Contributor agrees to make available to

the Company on and after the Closing any and all records with respect to such employees as the Company shall reasonably request.

9.5 Employee Benefit Plans. Contributor shall remain fully responsible for all payments and other funding of, and all liability under all employee benefit plans and programs maintained by the Company, including but not limited to pension, retirement, profit sharing, deferred compensation, stock option, stock ownership, severance, vacation, bonus or other incentive plans, all other written or oral employee programs, arrangements or agreements, all medical, dental or other health plans, all life insurance plans and all other employee benefit plans or fringe benefit plans, including, without limitation, all "employee benefit plans" as that term is defined in Section 3(3) of ERISA, currently adopted, maintained by, sponsored in whole or in part by or contributed to by the Company or any affiliate thereof for the benefit of the Company's employees, retirees, dependents, spouses, directors, independent contractors or other beneficiaries, and Contributor shall administer the Employee Benefit Plans in accordance with the terms thereof and ERISA.

9.6 Post Closing Payroll Accruals. For ease of administration, the Contributor will be responsible for administering payroll through the payroll period(s) next ending, or reasonably (within a reasonable period of time) following the Closing Date and will make the normal payroll tax reporting for 941 and payroll depositing purposes, but will have liability for accrued payroll accrued to the Closing date only. The Company shall make a reimbursement payment after Closing to the Contributor for the amount of accrued employee compensation and related withholding and payroll taxes related to the stub period for employee service after the Closing Date.

9.7 Obligations of Contributor With Respect to Accounts Payable and Accounts Receivable. The Company is not assuming the Liabilities of the Contributor for its accounts payable existing as of the Closing Date, and such Liabilities shall be satisfied by the Contributor only. The Contributor's Accounts Receivable will be Excluded Assets and not contributed to the Company. However, the Contributor in connection with the Closing shall execute a promissory note payable to the Company in the amount of the Company's Accounts Receivable as of the Closing Date and shall pay down the promissory note as such Accounts Receivable are collected, but such note payments shall not be credited to the capital account of the Contributor. The outstanding balance of promissory note as of the first anniversary of the Closing Date shall be paid in full by the Contributor to the Company on such anniversary date.

9.8 Post Closing Adjustments and True Up. The Contributor, Company and Additional Party agree that the Contributor's amount of Capital Contributions as a Member of the Company will be equalized as of the Closing Date with Capital Contributions of the Additional Party as the other equal Member of the Company, and are based upon the parties' respective net book value of balance sheet assets contributed plus respective amounts of cash to needed to equalize the Capital Contributions and provide sufficient beginning working capital to the Company, and that the parties shall make whatever reasonable post-closing accounting adjustments as necessary to account for accounting items occurring at or near the Closing but not booked by the date of Closing, and shall make appropriate Capital Account Adjustments to true up the books of the Company and each if its Member's Capital Contributions with appropriate true up adjustments in the form of cash distributions by the Company to the appropriate Member,

or vice-versa, as is appropriate and necessary to equalize the beginning Capital Accounts, and the calculations and true up equalization contribution or distribution shall be completed within thirty (30) days following the Closing Date.

ARTICLE X.  
MISCELLANEOUS

10.1 Expenses. Except as specifically provided in this Agreement, each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement and the Related Agreements, including, without limitation, accounting and legal fees incurred in connection therewith.

10.2 Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10.3 Notices. All notices, demands and other communications that are required or permitted to be given hereunder or with respect hereto shall be in writing, shall be given either by personal delivery, by nationally recognized overnight courier or by telecopy and shall be deemed to have been given or made when personally delivered, when deposited with charges prepaid with the nationally recognized overnight courier, or when transmitted on telecopy machine, addressed to the respective parties as follows:

If to Contributor:

Megas, LLC  
2074 Summit Lake Drive  
Tallahassee, FL 32317  
Attn: Jan Powell  
Phone: 850-668-3922  
Direct Phone: 850-402-3513  
Telecopy: 850-668-4717  
Email: JPowell@alphaii.com

If to Additional Party:

Unicor Medical, Inc.  
4160 Carmichael Road  
Montgomery, AL 36106  
Attn: Rex Stanley  
Phone:  
Direct Phone:  
Telecopy:  
Email:

If to Company:

Alpha II, LLC  
2074 Summit Lake Drive  
Tallahassee, FL 32317  
Attn: Jan Powell  
Phone: 850-668-3922  
Direct Phone: 850-402-3513  
Telecopy: 850-668-4717  
Email: JPowell@alphaii.com

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

Culp Elliott & Carpenter P.L.L.C., Counsel  
4401 Barclay Downs Drive, Suite 200  
Charlotte, North Carolina 28209  
Attn: W. Curtis Elliott, Jr.  
Phone: 704-372-6322  
Telecopy: 704-551-5700  
Email: wce@ceclaw.com

Any party may by notice change the address to which notice or other communications to it are to be delivered or mailed.

10.4 Captions. The captions of Articles and Sections of this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10.5 Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

10.6 Amendments, Waivers, Etc. No amendment, modification or discharge of this Agreement, and no waiver of any condition or the breach of any provision, term, covenant, representation or warranty hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement, and shall not impair the rights of the party granting such waiver in any other respect or at any other time. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later date to enforce the same or to enforce any future compliance with or performance of any of the provisions hereof.



10.7 Entire Agreement. This Agreement, together with the Related Agreements and the Transaction Documents, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all prior agreements and understandings, both written and oral, among them relating to the subject matter hereof.

10.8 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

10.9 Company's Inspection; Adequacy of Disclosure. No inspection or investigation by the Company of any matter relating to the Contributed Assets or the Business of Contributor shall be deemed a waiver by the Company of any representation, warranty or covenant of Contributor. Any item disclosed in any Schedule hereto in connection with a representation, warranty or covenant of Contributor shall be deemed disclosed only in connection with the specific representation, warranty or covenant to which the item is explicitly referenced.

10.10 Meaning of Knowledge. Any reference in this Agreement or in any other Transaction Document to Contributor' "knowledge" (whether to "Contributor' best knowledge", to "the knowledge of Contributor" or other similar expressions relating to the knowledge or awareness of Contributor) shall mean and include all matters which Contributor or any of its Principals or equity owners actually know or should have known after diligent inquiry. In making each representation or warranty set forth in this Agreement and in any other Transaction Documents which is qualified by any such expression as to the knowledge of Contributor, Contributor hereby represents and warrants that it has duly and diligently inquired of all relevant Principals as to the accuracy and completeness of such representation or warranty.

1.1 No Counterparts. This Agreement and any amendments thereto shall be executed and effective only when a single version of this Agreement contains original signatures of all applicable parties hereto, unless the Members unanimously vote in writing to allow counterparts, all of which in such case shall be combined as one and the same instrument with the full force and effect as a single original instrument.

10.11 Counsel. The Parties acknowledge, agree, and consent to the participation and representation of Culp Elliott & Carpenter P.L.L.C. (the "Firm") in the drafting of this Agreement and the Related Agreements. Further, the Parties acknowledge and agree that the Firm did not represent any particular party in the drafting of this Agreement or the Related Agreements and merely documented the Parties mutual agreement as dual counsel with respect to the terms of this Agreement and the Related Agreements while mutually advising each party with regard to the corporate and tax effects of the consolidation. Each of the Parties, by executing this Agreement, hereby waive all potential or actual conflicts of interest related to the Firm's dual representation through the Closing Date of any or all of the Parties in this matter.

[Signature Pages to Follow]

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

COMPANY:  
Alpha II, LLC  
a Delaware limited liability company

By: Jan E Powell  
Name: Jan Powell  
Title: CEO

CONTRIBUTOR:  
Megas, LLC  
an Alabama limited liability company

By: Jan Powell  
Name: JAN POWELL  
Title: CEO

ADDITIONAL PARTY:  
Unicor Medical, Inc.  
an Alabama corporation

By: Rex A Stanley  
Name: REX A. STANLEY  
Title: CEO

**Intervening Schedules Redacted**

Intangible Assets

**As of the Effective Date of the Capital Contributions Agreement, the Intangible Assets of Contributor include:**

Ownership in Patent for Medical Quality Performance Measurement Reporting Facilitator  
United States Patent No.: US 8,311,854 B1  
Date of Patent: Nov. 13, 2012

ClaimStaker Trademark

Serial Number: 76234370  
Registration Number: 2664783  
Registration Date: Dec 17, 2002  
Renewal Date: March 24, 2012  
**Mark: CLAIMSTAKER**  
Owner: Megas, LLC

**ClaimStaker** software applications, web services, all associated data content, software utilities, customers, documentation and copyrights associated therewith.

**Suggested Actions** software applications, web services, all associated data content, software utilities, customers, documentation and copyrights associated therewith.

**ANSillary** software applications, web services, all associated data content, software utilities, customers, documentation and copyrights associated therewith.

MEGAS, LLC developed **CodeWizard** software application plug-ins, web services, data content, software utilities, customers, applicable documentation and copyrights associated therewith.

Certification by Electronic Healthcare Network Accreditation Association (EHNAC)

# **Trailing Schedules Redacted**