PharmaLogic
Take The Lead

10/27/2016

Sara Forster, MS
US NRC Region III
2443 Warrenville Rd, Suite 210
Lisle, IL. 60532

Re: Radiopharmacy, Inc.

Dear Ms. Forster,

As requested in your letter dated 10/12/2016, the stock acquisition of Radiopharmacy Incorporated was transferred to Pharmalogic Holdings on 8/31/2016.

Should you need anything further you may reach me at 678.333.5896

Thank you,

Richard L. Van Sant, PharmD
Director Regulatory Affairs
Pharmalogic Holdings

EXECUTION VERSION

EQUITY PURCHASE AGREEMENT

DATED AS OF JULY 18, 2016

BY AND AMONG

RADIOPHARMACY, INC.,

PHARMALOGIC HOLDINGS CORP.

AND

THE SELLERS NAMED HEREIN

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EQUITY PURCHASE AGREEMENT

This Equity Purchase Agreement (this "Agreement"), dated as of July 18, 2016, is entered into by and among PharmaLogic Holdings Corp., a Delaware corporation (the "Purchaser"), the sellers listed on Appendix I hereto (each a "Seller" and together the "Sellers"), and Radiopharmacy, Inc., a Indiana corporation (the "Company"). The Purchaser, the Sellers and the Company are collectively referred to herein as the "Parties", and each individually, a "Party". Capitalized terms used herein are defined in Article X.

RECITALS

A. As of the date of this Agreement, the Sellers together own 100% of the issued and outstanding capital stock of the Company (the "Purchased Stock"); and

B. The Purchaser desires to purchase from each Seller, and each Seller desires to sell to the Purchaser, the number of shares of Purchased Stock set forth opposite their respective name on Appendix I hereto under the heading "Purchased Stock".

AGREEMENTS

The Parties therefore agree as follows:

ARTICLE I
PURCHASE AND SALE OF PURCHASED STOCK

1.1 Purchase and Sale of Purchased Stock.

(a) On the terms and subject to the conditions set forth in this Agreement, each Seller shall sell, assign and deliver to the Purchaser on the Closing Date, and the Purchaser shall purchase from each such Seller on the Closing Date, free and clear of all liens, the number of shares of Purchased Stock set forth opposite each such Seller's name on Appendix I hereto under the heading "Purchased Stock" for that portion of the Net Purchase Price set forth opposite the name of each such Seller on Appendix I under the heading "Net Purchase Price." In furtherance of the foregoing, Appendix I shall be updated immediately prior to the Closing to include the allocation of the Net Purchase Price amongst the Sellers.

(b) Each Seller shall take such action as is reasonably necessary and legally required to reflect the sale, assignment, transfer and delivery of the Purchased Stock on the Company's books and records and to provide the Purchaser with such evidence of the same as is legally required or as the Purchaser shall reasonably request. Each Seller agrees to cure any deficiencies with respect to the endorsement of any certificates representing the Purchased Stock sold or exchanged by such Seller to the Purchaser or with respect any stock power or other instrument or evidence of transfer accompanying such certificates.

1.2 Initial Adjusted Purchase Price. The cash purchase price to be paid at the Closing for the Purchased Stock in the aggregate (the "Initial Adjusted Purchase Price") shall be equal to:

(a)

(b) the amount, if any, by which (A) the Company's current assets (excluding tax assets) under income tax basis as of 12:01 a.m. Eastern Standard Time on the Closing Date, minus the Company's current liabilities (excluding Indebtedness and Transaction Expenses) under income tax basis as of 12:01 a.m. Eastern Standard Time on the Closing Date (the "Net Working Capital"), is less or more than (B) the Net Working Capital Target; *provided, however*, that if such amount is betv ıen no adjustment to the Initial Adjusted Purchase Price at the Closing shall be made on account of this Section 1.2(b).

1.3 Determination of Net Working Capital; Consideration Adjustments. The amount of Net Working Capital will be determined from a consolidated balance sheet of the Company as of 12:01 a.m. Eastern Standard Time on the Closing Date. For illustrative purposes only, an example calculation of the Net Working Capital is attached hereto as Schedule 1.3.

(a) **Estimated Net Working Capital Calculation.** At least five (5) Business Days before the Closing, the Sellers will prepare and deliver to the Purchaser: (i) a statement setting forth the Sellers' good faith estimation of the Net Working Capital as of 12:01 a.m. Eastern Standard Time on the Closing Date based on the Company's most recently available financial information (the "Estimated Net Working Capital"), which shall be subject to review, comment and approved by the Purchaser and (ii) copies of all material working papers used by the Sellers to calculate the Estimated Net Working Capital.

(b) **Purchaser's Calculation of Closing Adjustments.** Within forty-five (45) calendar days after the Closing Date, the Purchaser will prepare and deliver to the Sellers: (i) a written statement (the "Purchaser Closing Statement") setting forth the Purchaser's good faith calculation of (A) the Net Working Capital as of 12:01 a.m. Eastern Standard Time on the Closing Date, (B) any amount by which the aggregate amount of Indebtedness required to be paid off pursuant to Section 1.4(a)(i) hereof or the aggregate amount of the Transaction Expenses required to be paid off pursuant to Section 1.4(a)(ii) hereof was less or more than the respective amounts taken into account in determining the Net Purchase Price and (C) the Final Adjustment Amount and (ii) copies of all material working papers used by the Purchaser to calculate the Net Working Capital.

(c) **Disputes Regarding the Purchaser Closing Statement.**

(i) **Notice of Dispute.** The Sellers will have until 5:00 p.m. Eastern Standard Time on the date that is thirty (30) calendar days after the date on which the Purchaser sends the Purchaser Closing Statement to the Sellers (the "Dispute Period") to dispute any elements of or amounts reflected in the Purchaser Closing Statement (a "Closing Statement Dispute"). If the Sellers do not give written notice of a Closing Statement Dispute, setting forth in reasonable detail the elements and amounts with which the Sellers disagree (a "Dispute Notice"), to the Purchaser within the Dispute Period, then the Sellers will be deemed to have accepted and agreed to the Purchaser Closing Statement and all components thereof, all of which shall be final and bind the Parties. If the Sellers deliver a Dispute Notice to the Purchaser within the Dispute Period, then the Purchaser and the Sellers will attempt to resolve the Closing Statement Dispute in good faith and agree in writing upon the Purchaser Closing Statement and any disputed components therein within thirty (30) calendar days after the Purchaser's receipt of a Dispute Notice (it being understood that any portions of the Purchaser Closing Statement that

are not disputed by the Sellers within such Dispute Period shall be deemed to have been accepted by the Sellers and shall be final and bind the Parties).

(ii) **Arbitrating Accountant.** If the Purchaser and the Sellers are unable to resolve the Closing Statement Dispute within thirty (30) calendar days after the Purchaser's receipt of a Dispute Notice, then the Purchaser and the Sellers shall jointly engage the Arbitrating Accountant to arbitrate the Closing Statement Dispute. The Arbitrating Accountant may review only the items and calculations that are in dispute and resolve the Closing Statement Dispute in accordance with the requirements of this Section 1.3.

(iii) **Dispute Resolution Mechanics.** In connection with the resolution of a Closing Statement Dispute, the Arbitrating Accountant will allow the Purchaser and the Sellers to present their respective positions regarding the Purchaser Closing Statement items and calculations that are in dispute (the "Final Submissions") (copies of which shall contemporaneously be provided to the other Party). The Arbitrating Accountant may, in its discretion, conduct a conference concerning the Closing Statement Dispute, at which conference the Purchaser and the Sellers may present additional documents, materials and other information and have present their respective advisors, counsel and accountants. In connection with the resolution of a Closing Statement Dispute, there may be no other hearings or oral examinations, testimony, depositions, discovery or other similar proceedings. The Parties will make available to each other and the Arbitrating Accountant all relevant documents, books, records, work papers, facilities, personnel and other information that any Party or the Arbitrating Accountant reasonably requests to review the Final Submissions and resolve the Closing Statement Dispute.

(iv) **Resolution of Dispute.** The Purchaser and the Sellers will instruct the Arbitrating Accountant to render its decision on the Closing Statement Dispute as promptly as possible, and in any event within thirty (30) calendar days after the date of its appointment, in writing to the Purchaser and the Sellers, reflecting its decision with respect to each disputed Purchaser Closing Statement item and calculation. In rendering its decision, the Arbitrating Accountant may not assign a value to any item that exceeds the greater of the Final Submissions or that is less than the lesser of the Final Submissions. The Arbitrating Accountant's determination may not be based on its independent review, but solely on presentations and calculations (and other relevant documents, books, records, work papers, facilities, personnel and other information provided in accordance with this Agreement) by the Purchaser and the Sellers. The Arbitrating Accountant's calculation of the items and calculations contained in the Purchaser Closing Statement will, except in the event of fraud or to the extent of any manifest mathematical error, be final and bind the Parties and judgment may be entered on the award. The Purchaser, on one hand, and the Sellers (in proportion to their respective Pro Rata Shares), on other hand, will each be responsible to pay one-half of the Arbitrating Accountant's fees and expenses. The Parties will pay their own respective expenses.

1.4 Payment of the Initial Adjusted Purchase Price.

(a) **Closing Cash Payment.** The Initial Adjusted Purchase Price will initially be determined in accordance with Section 1.2 and such amount will be paid as follows:

(i) the Purchaser will pay or cause to be paid, on behalf of the Sellers, the amount required to discharge in full at the Closing the combined principal amount of, and all

accrued interest and prepayment penalties or breakage fees with respect to, all Indebtedness, by wire transfer of immediately available funds in accordance with the payoff letters and instructions provided pursuant to Section 2.4(j);

(ii) the Purchaser will pay or cause to be paid, on behalf of the Sellers, the amount required to discharge in full at the Closing all Transaction Expenses that have not been paid as of the Closing, by wire transfer of immediately available funds in accordance with the payment letters and instructions provided by the Sellers in a written notice delivered to the Purchaser at least three (3) Business Days before the Closing Date, and such Transaction Expenses shall also include a finder's fee for Timothy Quinton Trust and bonuses for three (3) pharmacists pursuant to each pharmacists' Addendum to Employment Agreement dated June 30, 2015;

(iii) the Purchaser will deliver or cause to be delivered the Escrow Amount to the Escrow Agent to be held, invested and distributed by the Escrow Agent pursuant to the terms and conditions of an escrow agreement in a form reasonably satisfactory to the Purchaser and the Sellers (the "Escrow Agreement"); and

(iv) the Purchaser will pay or cause to be paid to each Seller the amount set forth opposite the name of each such Seller on Appendix I under the heading "Net Purchase Price" (such aggregate amount, the "Net Purchase Price") by wire transfer of immediately available funds to the bank account(s) specified by each such Seller by written notice delivered to the Purchaser at least three (3) Business Days before the Closing Date.

(b) **Adjustments to the Consideration.** Within five (5) Business Days after final determination of the items and calculations contained in the Purchaser Closing Statement (including without limitation the Final Adjustment Amount) in accordance with Section 1.3 of this Agreement, the Net Purchase Price will be adjusted as follows:

(i) if the Final Adjustment Amount is less than the Estimated Adjustment Amount (the amount of such deficit, a "Shortfall"), then the Purchaser shall recover the Shortfall from the Net Working Capital Escrow Amount (in which case the Purchaser and the Sellers shall deliver joint written instructions to the Escrow Agent to release such amount to the Purchaser and the excess amount, if any, to the Sellers in accordance with their respective Pro Rata Shares), and shall thereafter recover any remaining Shortfall following the exhaustion of the Net Working Capital Escrow Amount, if any, at its election from either the Indemnity Escrow Amount or the Sellers, jointly and severally; and

(ii) if the Final Adjustment Amount is greater than the Estimated Adjustment Amount (the amount of such excess, an "Excess"), then the Purchaser shall deliver an amount equal to each Seller's Pro Rata Share of the Excess to each such Seller by wire transfer of immediately available funds to the bank account(s) specified by each such Seller, and the Purchaser and the Sellers shall deliver joint written instructions to the Escrow Agent to release the Net Working Capital Escrow Amount to the Sellers in accordance with their respective Pro Rata Shares.

For the avoidance of doubt, for purposes of Sections 1.5(b)(i) and (ii), the parties acknowledge and agree that, in the event that both the Final Adjustment Amount and the

Estimated Adjustment Amount are negative numbers, the number that is closer to zero shall be deemed to be greater than the number that is farther from zero (e.g., -$10 is greater than -$20).

1.5 **Tax Treatment of Escrow Amounts.** For U.S. federal income Tax purposes (and, where applicable, state and local income Tax purposes), (a) the Sellers' rights to the Escrow Amount will be treated as deferred contingent purchase consideration eligible for installment sale treatment under Code Section 453, (b) the Purchaser will be treated as the owner of the Escrow Amount solely for income Tax purposes, and all interest and earnings from the investment and reinvestment of the Escrow Amount will be allocated to the Purchaser pursuant to Code Section 468B(g) and proposed Treasury Regulations Section 1.468B-8, and (c) to the extent that the Escrow Amount is actually distributed to the Sellers, interest may be imputed thereon (in accordance with each Seller's Pro Rata Share) as required by Code Sections 483 and 1274. The Parties will file all Tax Returns consistent with the foregoing.

1.6 **Withholding.** The Purchaser shall be entitled to deduct and withhold from any amounts payable under this Agreement such amounts as the Purchaser reasonably determines it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of applicable Law. To the extent that amounts payable to a recipient are so withheld by the Purchaser, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the recipient.

ARTICLE II
CLOSING; CLOSING CONDITIONS; CLOSING DELIVERIES

2.1 **Time and Place of Closing.** Consummation of the Contemplated Transactions (the "Closing") will occur remotely on the second (2nd) Business Day after the satisfaction or waiver of all conditions in Section 2.2 and Section 2.3 (other than conditions with respect to actions that the respective Parties will take at the Closing) or such other date as the Parties mutually determine (the "Closing Date") through the exchange of electronic copies of original signatures. The Closing will be effective as of 12:01 a.m. Eastern Standard Time on the Closing Date.

2.2 **Conditions to Closing Obligations of the Sellers.** The obligations of the Sellers to consummate the Contemplated Transactions are subject to the fulfillment, before or at the Closing, of the following conditions:

(a) **Deliveries of the Purchaser.** The Purchaser shall have delivered all of the agreements, documents and instruments required under Section 2.5 to be delivered by it before or at the Closing.

(b) **Representations and Warranties.** The representations and warranties of the Purchaser contained in Article V shall be true and correct in all material respects as of the Closing Date as if made at and as of such time (other than those made as of a specified date, which shall be true and correct as of such specified date).

(c) **Obligations of the Purchaser.** The Purchaser shall have materially performed and complied with all of its obligations and covenants under this Agreement that are to be performed or complied with before or at the Closing.

(d) **No Legal Proceedings.** As of the Closing Date, there shall be no pending Law, Order or suit, action or proceeding against any Party or Affiliate of any Party (i) involving any challenge to, or seeking damages or other relief in connection with, the Contemplated Transactions or (ii) that may otherwise prevent, delay, make illegal, impose limitations or conditions on or otherwise interfere with consummation of the Contemplated Transactions.

2.3 Conditions to Closing Obligations of the Purchaser. The obligations of the Purchaser to consummate the Contemplated Transactions are subject to the fulfillment, before or at the Closing, of the following conditions:

(a) **Deliveries of the Sellers.** The Sellers shall have delivered all of the agreements, documents and instruments required under Section 2.4 to be delivered by them before or at the Closing.

(b) **Representations and Warranties.** The representations and warranties of the Sellers and the Company contained in Article III and Article IV shall be true and correct in all material respects as of the Closing Date as if made at and as of such time (other than those made as of a specified date, which shall be true and correct as of such specified date); *provided, however*, that the representations and warranties contained in Sections 3.5(a)(i) and (ii), 3.6, 4.5 and 4.6 shall be true and correct in all respects as of the Closing Date as if made at and as of such time.

(c) **Obligations of the Company and the Sellers.** The Company and the Sellers shall have materially performed and complied with all of their obligations and covenants under this Agreement that are to be performed or complied with before or at the Closing); *provided, however*, that the obligation of the Sellers to deliver the Purchased Stock to the Purchaser pursuant to Section 1.1 hereof, free and clear of all liens, shall have been performed and complied with in all respects.

(d) **No Material Adverse Change.** Since the date of this Agreement, no event shall have occurred and, as of the Closing Date, no fact, circumstance or condition shall exist that has had a Material Adverse Effect.

(e) **No Legal Proceedings.** As of the Closing Date, there shall be no pending Law, Order or suit, action or proceeding against any Party or Affiliate of any Party (i) involving any challenge to, or seeking damages or other relief in connection with, the Contemplated Transactions or (ii) that may otherwise prevent, delay, make illegal, impose limitations or conditions on or otherwise interfere with consummation of the Contemplated Transactions.

(f) **Material Consents.** The Sellers and the Company shall have obtained each of the consents, authorizations, Orders and approvals and made each of the filings, registrations and notices listed on Schedule 2.3(f) (the "Material Consents").

(g) **Diligence.** The Purchaser shall have completed its due diligence of the Company pertaining to its review of the Disclosure Schedule, in a manner that is satisfactory to the Purchaser in its sole discretion.

2.4 Closing Deliveries of the Company and the Sellers. At the Closing, the Company and the Sellers will deliver to the Purchaser:

(a) certificates representing the Purchased Stock beneficially owned by the Sellers, duly endorsed in blank or with duly executed transfer powers attached, or lost certificate affidavits for any such shares for which outstanding certificates have been lost, stolen or destroyed;

(b) the Escrow Agreement, executed by the Sellers (with a duplicate electronic copy delivered to the Escrow Agent);

(c) an employment agreement amendment, in a form reasonably satisfactory to the Purchaser and the Sellers, executed by each of James Brett Burnes, Jason Wilson, Keith Brinkman, Kyle Kuczmanski, Matt Broshears, Nicole Spurling and Phillip Harris;

(d) a certificate duly executed by a duly authorized officer of the Company, certifying the satisfaction of the conditions set forth in Section 2.3(b), Section 2.3(c) and Section 2.3(d);

(e) a Secretary's Certificate of the Company, executed by the Company's corporate secretary, certifying as true and correct as of the date of this Agreement and as of the Closing Date: (i) the incumbency and specimen signature of each officer or similar authorized representative of the Company executing this Agreement or any other Transaction Document on the Company's behalf, and (ii) a copy of the resolutions of the Company's board of directors (or similar governing body) and the Sellers (in their capacity as stockholders of the Company) authorizing the Contemplated Transactions and the Company's execution, delivery and performance of the Transaction Documents to which the Company is party;

(f) a certificate of good standing for the Company issued not earlier than five (5) Business Days before the Closing Date by the secretary of state or equivalent Government Authority of the Company's jurisdiction of incorporation or formation;

(g) a certificate from each Seller that it is a U.S. person in compliance with Treasury Regulations Section 1.1445-2(b)(2);

(h) the written resignations, effective as of the Closing Date, of such directors, managers and officers of the Company as the Purchaser may request;

(i) copies of all consents, authorizations, Orders, approvals, filings, registrations and pre-Closing notices that are Material Consents;

(j) payoff letters, issued by the holders of Indebtedness to be paid off at the Closing pursuant to Section 1.4(a)(i), issued not earlier than five (5) calendar days before the Closing Date, together with wire transfer instructions;

(k) written terminations, duly executed by the Company and each other counter party thereto, of each of the Contracts set forth on Schedule 2.4(k);

(l) a non-solicitation, non-hire and non-competition agreement, in a form reasonably satisfactory to the Purchaser and the Sellers, executed by each Seller;

(m) certificates of insurance or other evidence that the tail coverage of the professional liability insurance has been obtained and is in effect as of the Closing;

(n) a release, substantially in a form reasonably satisfactory to the Purchaser and the Sellers, executed by each Seller;

(o) a lease for the premises located at each of (i) 1409 E. Virginia Street, Evansville, Indiana 47711 and (ii) 705 Miller Road, Dix, Illinois 62830, in a form reasonably satisfactory to the Purchaser and the Sellers, executed by each of the Company and the lessor[1];

(p) a collateral assignment agreement, in a form reasonably satisfactory to the Purchaser and the Sellers, executed by each Seller; and

(q) a transitional services agreement, in a form reasonably satisfactory to the Purchaser and the Sellers, executed by Timothy Quinton.

2.5 Closing Deliveries of the Purchaser. At the Closing, the Purchaser will deliver to the Company, the Sellers or the Escrow Agent, as applicable:

(a) the Net Purchase Price deliverable pursuant to Section 1.4(a)(iv);

(b) the Escrow Agreement, executed by the Purchaser and the Escrow Agent (with a duplicate electronic copy delivered to the Escrow Agent);

(c) the Escrow Amount deliverable pursuant to Section 1.4(a)(iii);

(d) the Employment Agreements, executed by the Purchaser;

(e) certificates duly executed by the Purchaser, certifying the satisfaction of the conditions set forth in Section 2.2(b) and Section 2.2(c); and

(f) a Secretary's Certificate of the Purchaser, executed by the Purchaser's corporate secretary, certifying as true and correct as of the date of this Agreement and as of the Closing Date: (i) the incumbency and specimen signature of each officer or similar authorized representative of the Purchaser executing this Agreement or any other Transaction Documents on the Purchaser's behalf, and (ii) a copy of the resolutions of the Purchaser's board of directors and, to the extent required by the Purchaser's Governing Documents or applicable Law, the Purchaser's stockholders, authorizing the Contemplated Transactions and the Purchaser's execution, delivery and performance of the Transaction Documents to which the Purchaser is party.

ARTICLE III
REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY

The Company and each of the Sellers represent and warrant to the Purchaser on the date hereof and on the Closing Date that, except as disclosed in the disclosure schedule (the "Disclosure Schedule") (all such exceptions noted in the Disclosure Schedule being numbered to correspond to the applicable Section of this Article III):

[1] NTD: Real Property Lease shall include a 7-year term with two (2) five-year renewal options pursuant to the term sheet.

3.1 **Organization.** The Company is a corporation duly incorporated or formed, validly existing and in good standing under the Laws of Indiana, the jurisdiction of its incorporation. The Company has qualified as a foreign business and is in good standing under the Laws of each jurisdiction where the nature of its business or the location of its assets requires such qualification and the failure to so qualify would have a Material Adverse Effect.

3.2 **Power and Authority.** The Company has all necessary corporate power and authority to conduct its business as currently conducted. The Company has full corporate power and authority to enter into and perform all Transaction Documents to be executed by it pursuant to this Agreement (as to the Company, the "Company Documents").

3.3 **Enforceability.** This Agreement has been, and each of the other Transaction Documents will be at or before the Closing, duly executed and delivered by the Company and this Agreement constitutes, and each other Transaction Document when so executed and delivered will constitute, a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable Laws regarding creditors' rights or by general equity principles. Upon execution and delivery by the Company, the other Company Documents will have been duly executed and delivered by the Company and will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable Laws regarding creditors' rights or by general equity principles.

3.4 **Consents.** Except for the Material Consents, no consent, authorization, Order or approval of, or filing or registration with or notice to, any Government Authority or other Person is required for the Company's execution and delivery of the Company Documents or consummation of the Contemplated Transactions, except as set forth on Exhibit A.

3.5 **No Conflicts.** Except for the Material Consents, neither the Company's execution and delivery of the Company Documents nor the Company's consummation of the Contemplated Transactions will: (a) conflict with, violate or result in a breach (with or without the lapse of time, the giving of notice or both) of or contravene any provision of (i) the Company's Governing Documents, (ii) any Law or Order to which the Company is party or by which the Company is bound or (iii) any Contract to which the Company is a party or (b) result in the acceleration of, or permit any Person to terminate, modify, cancel, accelerate or declare due and payable prior to its stated maturity, any material obligation of the Company. Except for the Material Consents, the Company is not party to or bound by any Contract under which consummation of the Contemplated Transactions may be prohibited or prevented.

3.6 **Capitalization.** The issued and outstanding shares of capital stock of the Company are set forth on Schedule 3.6. All of the issued and outstanding shares of capital stock of the Company have been duly authorized, validly issued, are fully-paid and non-assessable and are owned beneficially and of record by the Sellers as reflected on Schedule 3.6. Except as contemplated by this Agreement or reflected on Schedule 3.6, (a) there are no outstanding subscriptions, options, warrants, rights (including preemptive rights or rights of first refusal or offer), conversion rights, anti-dilution rights, calls, convertible securities or other agreements or commitments obligating the Company to issue, redeem, register, transfer or sell any shares of its

capital stock or equity equivalent rights or otherwise relating to the Company's issued or unissued shares of capital stock, (b) the Company is not a party to and has not granted any equity appreciation, participation, phantom stock or similar rights, (c) there are no voting trusts, voting agreements, proxies, equity holder agreements or other agreements that may affect the voting or Transfer of the Company's shares of capital stock and (d) there are no outstanding obligations of the Company to repurchase, redeem or otherwise acquire any shares of capital stock of the Company and the Company has not redeemed any of its shares of capital stock in the past three (3) years. All of the outstanding shares of capital stock of the Company have been offered, issued, sold and delivered in compliance with applicable federal and state securities laws and are not subject to any preemptive rights. There are no rights to have the Company's shares of capital stock registered for sale to the public in connection with the laws of any jurisdiction. The Company does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) on any matter.

3.7 **Subsidiaries**. The Company does not own or hold the rights to acquire any stock, equity interest, partnership interest or joint venture interest or other equity ownership interest in any other corporation, organization or entity.

3.8 **Financial Statements and Records.**

(a) Set forth on Schedule 3.8(a) are copies of: (i) the unaudited consolidated balance sheet of the Company and the related statements of operations as of and for each of the fiscal years ended December 31, 2014 and December 31, 2015 (the "Financial Statements") and (ii) the unaudited consolidated balance sheet of the Company and the related statements of operations for the five (5) month period ended on May 31, 2016 (the "Interim Financial Statements"). The Financial Statements and Interim Financial Statements have been derived from the books and records of the Company and were prepared in accordance with income tax basis, consistently applied throughout the periods covered thereby, and fairly present in all material respects the Company's consolidated financial position as of such dates and the consolidated results of the Company's operations and cash flows for such periods; *provided, however*, that the Interim Financial Statements are subject to normal immaterial year-end adjustments and lack footnote disclosures required by income tax basis.

(b) Except as set forth on Schedule 3.8(b), the Company has no (i) Indebtedness, (ii) obligations with respect to undrawn letters of credit, (iii) obligations with respect to interest rate swap agreements, interest rate cap agreements, interest rate collar agreements, interest rate insurance agreements, foreign exchange contracts, currency swap or option agreements, forward contracts, commodity swap, purchase or option agreements, other commodity price hedging arrangements and all other similar contracts designed to alter the risks of any Person arising from fluctuations in interest rates, currency values or commodity prices, (iv) indebtedness secured by a lien on the property of the Company, whether or not the respective indebtedness so secured is a primary obligation of, or has been assumed by, the Company, (v) indebtedness of others guaranteed by the Company (including guarantees in the form of an agreement to repurchase or reimburse, letters of credit and guarantees by the Company of performance obligations of another Person (other than the Company)), (vi) any unsatisfied obligation for "withdrawal liability" to a "multiemployer plan" as such terms are defined under ERISA, or (vii) any off-balance sheet financing of a Person (but excluding all

leases recorded for accounting purposes by the applicable Person as operating leases and any leases with respect to the Leased Real Estate).

(c) The Company has not entered into any transactions involving the use of special purpose entities for any off balance sheet activity. The revenue recognition policies of the Company and the application of those policies are in compliance with the applicable standards under income tax basis.

(d) Given the size of the company, the Company maintains a system of internal controls and procedures. Neither the Company (including its respective personnel who have a role in the preparation of financial statements or the internal accounting controls utilized by the Company) nor the Company's independent accountants has identified any significant deficiency or material weakness in the system of internal accounting controls utilized by such Person.

(e) The Company has paid all dividends or distributions in accordance with the organizational documents of the Company and all such dividends or distributions have been paid to those Persons that were entitled to receive such dividends or distributions.

3.9 No Undisclosed Liabilities. Except as set forth on Schedule 3.9, the Company does not have any Liabilities, except (i) Liabilities that are reflected and adequately reserved against in the Interim Financial Statements in accordance with income tax basis or (ii) immaterial Liabilities incurred in the ordinary course of business consistent with past practice since the date of the Interim Financial Statements.

3.10 Assets.

(a) The Company has good and valid title to, or valid leasehold interests in, all of the property and assets used by it, tangible or intangible, and all assets reflected on the balance sheet to the Interim Financial Statements or acquired by the Company after the date thereof, other than properties and assets disposed of in the ordinary course of business consistent with past practice since the date of the Interim Financial Statements. All such assets are owned free and clear of all Encumbrances. All such assets are sufficient and adequate for the conduct of the Company's businesses as currently conducted.

(b) All of the current Receivables are reflected in the Interim Financial Statements or arose after the date of the Interim Financial Statements. All reserves, allowances and discounts were and are consistent with the reserves, allowances and discounts historically maintained or recorded by the Company in the ordinary course of business consistent with past practice.

(c) All such assets are in good operating condition and repair (ordinary wear and tear excepted) and are suitable for their intended use.

3.11 Insurance. Schedule 3.11 contains a list of all policies of fire, liability, workers' compensation, property, casualty and other forms of insurance owned or held by the Company, together with a claims history for the past three (3) years. The Sellers have made available to the Purchaser copies of all insurance policies that are owned by the Company or name the Company as an insured or loss payee and pertain to assets, real estate, business, or employees of the

Company. To the Knowledge of the Company, there are no circumstances that will: (a) lead to a claim against such insurance or (b) lead to any such insurance being revoked, violated or not renewed in the ordinary course. There are currently no claims pending under any such policy. All such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing will have been paid, and no notice of cancellation or termination has been received by the Company with respect to any such policy.

3.12 Permits. Schedule 3.12 sets forth a true, correct and complete list of all Permits required for the Company to conduct its business as currently conducted. Copies of such Permits have been provided to the Purchaser. The Company is in compliance in all material respects with all such Permits and all such Permits are valid, in full force and effect and sufficient for the services currently provided by the Company. The Company has made all material notifications, registrations, certifications and filings with all Government Authorities, necessary or advisable for the operation of its business as currently conducted. The Company has not received written notice from any Government Authority regarding any proposed modification, non-renewal, suspension, cancellation or termination of any such Permits, and, to the Knowledge of the Company, no event has occurred which could reasonably be expected to result in the modification, non-renewal, suspension, cancellation or termination of any such Permit. There is no action, case or proceeding pending or, to the Knowledge of the Company, threatened by any Government Authority with respect to: (a) any alleged violation by the Company of any Law, policy or guideline of any Government Authority, (b) any alleged failure of the Company to have any Permit required in connection with the operation of its business or (c) any revocation, cancellation, rescission, modification, termination or refusal to renew in the ordinary course, any of the Permits. Since January 1, 2011, no Permit has been revoked, cancelled, terminated, rescinded, modified or been subject to a refusal to renew. Each Person employed by or under contract with the Company required to be licensed holds a current and unrestricted professional license from a Governmental Authority to perform his/her duties, and, to the Knowledge of the Company, there is no action to revoke, cancel, rescind, suspend, modify or refuse to renew any such professional license.

3.13 Conduct of Business. Since January 1, 2015, (i) the Company has conducted its businesses in the ordinary course of business consistent with past practice and there has not been any event or development that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (whether viewed on a short-term, intermediate-term or long-term basis) and (ii) except as permitted by this Agreement or in furtherance of consummating the Contemplated Transactions, or as set forth on Schedule 3.13, the Company has not:

(a) Transferred or licensed any assets or properties having an aggregate value in excess of $25,000, except for (i) sales of Inventory in the ordinary course of business consistent with past practice and (ii) the application of cash in payment of Liabilities in the ordinary course of business consistent with past practice;

(b) incurred any material Liabilities other than Liabilities: (i) incurred in the ordinary course of business consistent with past practice and (ii) incurred in connection with or as a result of this Agreement and the Contemplated Transactions;

(c) waived any right or canceled or compromised any material debt or claim other than in the ordinary course of business consistent with past practice;

(d) transferred or granted any license or sublicense of any right under or with respect to any material Intellectual Property Asset;

(e) permitted the loss, lapse or abandonment of any Intellectual Property Asset;

(f) declared or paid any dividend or any other distribution with respect to its Purchased Stock or redeemed or purchased any of its Purchased Stock;

(g) suffered any material uninsured casualty, damage, destruction, loss or interruption in use with respect to any material asset or property;

(h) made any loan, distribution or other payment to any of the Company's directors, officers or employees other than compensation for services rendered and reimbursement for reasonable ordinary and necessary out-of-pocket business expenses and ordinary course equity distributions to the Sellers;

(i) increased the compensation payable to or granted profit sharing, retirement, deferred compensation, insurance or other compensation or benefits to any of the Company's current or former directors, officers or employees other than increases in salaries in the ordinary course of business consistent with historical practices;

(j) (i) entered into, modified, amended or terminated any Material Contract, other than entering into agreements with customers in the ordinary course of business consistent with past practice, (ii) entered into any Contract with any Affiliate of the Company or (iii) suffered any loss of, or materially changed the Company's relationship with, any material referral source or material supplier;

(k) encumbered or granted or created an Encumbrance on any of the assets used by the Company;

(l) amended or changed any Governing Documents of the Company, except as set forth on Exhibit B;

(m) directly or indirectly acquired, made any investment in, or made any capital contributions to, any Person;

(n) issued, delivered, pledged, encumbered or sold, or authorized or proposed the issuance, delivery, pledge, repurchase, encumbrance or sale of, any Purchased Stock of the Company or securities convertible into, or rights, warrants or options to acquire, any such Purchased Stock or authorized or proposed any change in its equity capitalization;

(o) waived, released or assigned any claims or rights of the Company the value of which is in excess of $25,000 in the aggregate;

(p) made or changed any Tax election, entered into any settlement or compromise of any Tax contest or proceeding, changed any annual Tax accounting period or method of Tax accounting, entered into any closing agreement relating to any Tax, filed any Tax Returns, or consented to any extension or waiver of the statute of limitations period applicable to any Tax claim or assessment;

(q) entered into or modified any employment, severance, change in control or similar agreement with any director, officer or member of senior management of the Company, except as set forth on Schedule 3.13(q);

(r) except as may be required as a result of a change in applicable Law or income tax basis, (i) made any change in accounting (including Tax accounting) methods, practices or principles used by the Company, or (ii) wrote up, wrote down or wrote off the book value of any of the Company's assets, except write-offs of individual accounts receivable of the Company in the ordinary course of business consistent with past practice in an amount not to exceed the reserve therefor; or

(s) entered into any Contract or other commitment to do any of the foregoing.

3.14 Contracts. Schedule 3.14 lists all Contracts to which the Company or any Seller is a party and that are material to the Company's business on a consolidated basis (the "Material Contracts"), a complete and correct copy of each of which has been made available to the Purchaser, including:

(a) Contracts with Material Customers and Material Suppliers;

(b) Contracts pursuant to which any Person provides management services to the Company or pursuant to which the Company provides management services to any other Person;

(c) partnership agreements, joint venture agreements and other Contracts (however named) involving a sharing of profits, losses, costs or liabilities by the Company and another Person;

(d) Contracts regarding the employment and engagement of the Company's employees involving individual annual compensation in excess of $75,000;

(e) Contracts with any of the Company's directors or equivalent governing Persons (other than the Company's Governing Documents);

(f) any employment, deferred compensation, severance, bonus, retirement, change in control or other similar Contract or plan;

(g) Contracts for the purchase or sale of any assets: (i) other than in the ordinary course of business consistent with historical practices, (ii) containing contingent payment obligations, or (iii) involving the payment of more than $25,000 in any fiscal year;

(h) Contracts affecting the ownership of, title to, use of or any interest in real estate;

(i) Contracts for the leasing or subleasing (as lessee, sublessee, lessor or sublessor) of personal property or intangibles involving the payment of more than $25,000 in any fiscal year;

(j) Contracts restricting in any manner: (i) the Company's right to compete with any other Person, (ii) the Company's right to sell to or purchase from any other Person or (iii) the Company from otherwise freely engaging in any business;

(k) Contracts for borrowed monies (including loan and credit agreements, pledge agreements, notes, security agreements, mortgages, debentures, indentures, factoring agreements and letters of credit) or other Indebtedness;

(l) equity redemption or purchase agreements or other Contracts affecting or relating to the Purchased Stock of the Company, including any Contract with any Seller, which includes anti-dilution rights, registration rights, voting arrangements, operating covenants or similar provisions;

(m) Contracts or commitments for the purchase by the Company of machinery, equipment or other personal property other than those that are for amounts not to exceed $25,000 annually;

(n) Contracts for the acquisition of all or any portion of any Person;

(o) royalty, dividend or similar arrangement based on the revenues or profits of the Company or any Contract involving fixed price or fixed volume arrangements;

(p) Contracts under which the Company has agreed to indemnify any Person;

(q) Contracts for the Leased Real Estate;

(r) Contracts with Government Authorities;

(s) Contracts not executed in the ordinary course of business consistent with past practice; and

(t) Contracts not otherwise identified above that either: (i) involve consideration in excess of $25,000 in any fiscal year, (ii) have terms of more than one year and are not terminable by the Company upon less than 90 calendar days' notice without penalty or involve future payments, performance of services or delivery of goods or materials to or by the Company or of any amount or value reasonably expected to exceed $25,000 in any future twelve (12)-month period.

All Material Contracts are in full force and effect with respect to the Company or Seller party thereto and bind the Company or Seller party thereto. To the Knowledge of the Company, all Material Contracts are in full force and effect with respect to the other parties thereto and bind the other parties thereto. No material default or breach by the Company or Seller party has occurred under any Material Contract and no event has occurred that with notice or lapse of time would constitute such default or breach or permit termination, modification or acceleration under any Material Contract, and, to the Knowledge of the Company, no material default by any other party has occurred under any Material Contract.

3.15 Employees.

(a) Schedule 3.15 sets forth a complete and accurate list of the Company's directors, managers, officers and employees as of the date which is five (5) Business Days before the Closing, identifying for each such individual his or her position, annual base salary, whether classified as exempt or non-exempt for wage and hour purposes, date of hire and business location. The Company has not engaged in any plant closing or employee layoff activities during the past three (3) years that would violate or give rise to an obligation to provide any notice required pursuant to the WARN Act, or any similar state or local plant closing or mass layoff statute, rule or regulation, and no layoffs that could require notice under such laws or regulations are currently contemplated or have been effected within the past six (6) months. No employee of the Company has suffered an "employment loss" as defined in the WARN Act within the past (6) months as a result of any action by the Company. The Company is not delinquent in payments to any of its employees for any wages, salaries, commissions, bonuses, severance, termination pay, consulting fees or other direct compensation for services performed therefor or amounts required to be reimbursed to such employees. The Company is and for the past five (5) years has been in compliance in all material respects with all applicable laws and regulations respecting labor, employment, fair employment practices (including, without limitation, with respect to hiring tests, assessments, and examinations), terms and conditions of employment, occupational safety and health, and wages and hours (including, without limitation, with respect to compensable time, meal breaks, and rest breaks). No employment policies or practices of the Company are currently being audited or investigated or, to the Knowledge of the Company, is subject to imminent audit or investigation by any Governmental Authority. The Company is not subject to any consent decree, court order, injunction or settlement in respect of any labor or employment matters. The Company is, and has been, in compliance with the requirements of the Immigration Reform Control Act of 1986. There are no material grievances, complaints or charges that have been filed against the Company under any dispute resolution procedure (including any proceedings under any dispute resolution procedure under any collective bargaining agreement) that have not been dismissed. The Company has not received written notice of pending or threatened resignation or termination of employment of any of the senior officers or key employees of the Company. The Company is not subject to any affirmative action obligations under any law, including without limitation, Executive Order 11246, or is a government contractor or subcontractor for purposes of any law with respect to the terms and conditions of employment, including without limitation, the Service Contracts Act or prevailing wage laws. Except as set forth on Schedule 3.15(a), the Company does not employ any independent contractors, temporary employees, leased employees or any other servants or agents compensated other than through reportable wages paid by the Company and reported on a form W-4 (collectively, "Contingent Workers"). To the extent the Company utilizes Contingent Workers, the Company has properly classified and treated them in accordance with applicable laws and for purposes of all Employee Benefit Plans and perquisites. Schedule 3.15(b) sets forth each employee of the Company that is subject to a non-competition and/or non-solicitation agreement with the Company. All such agreements are in full force and effect and no provision thereof has been amended or subject to any release during the two (2) years before the Closing.

(b) The Company is not party to a collective bargaining agreement, and no such agreement is currently being negotiated or contemplated. There is no pending or, to the Knowledge of the Company, threatened, with respect to any of the Company's employees, (i)

strike, slowdown, picketing or work stoppage, (ii) charge, grievance proceeding or other claim against or affecting the Company relating to the alleged violation of any Law pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission or any comparable Government Authority, (iii) union organizational activity or other labor or employment dispute against or affecting the Company, or (iv) application for certification of a collective bargaining agent.

3.16 Employee Benefits.

(a) Schedule 3.16 lists each Employee Benefit Plan.

(b) Each Employee Benefit Plan (and each related trust, insurance contract and fund): (i) is and has been maintained, funded and administered in material compliance with its terms, any applicable collective bargaining agreements, and with all applicable requirements of Law, including ERISA and the Code.

(c) Full payment has been made of all amounts that the Company is obligated to pay or contribute under all Employee Benefit Plans attributable to any period before the Closing, or such amounts will be accrued and reflected on the Company's balance sheet as of the Closing Date in accordance with the terms of the applicable Employee Benefit Plan and applicable Law.

(d) Each Employee Benefit Plan that is intended to meet the requirements of a "*qualified plan*" under Code §401(a) is so qualified and has received a favorable determination from the IRS as to such qualification under the Code and, to the Knowledge of the Company, no event or omission has occurred that would cause any Employee Benefit Plan to lose such qualification.

(e) No Employee Benefit Plan is a single employer pension plan (within the meaning of ERISA §4001(a)(15)) for which the Company or its ERISA Affiliates could incur liability under ERISA §§4063 or 4064 or a plan maintained by more than one employer as described in Code §413(c). Neither the Company nor any of its ERISA Affiliates has ever maintained any plan that is or was subject to Title IV of ERISA, §412 of the Code, §302 of ERISA or is a Multiemployer Plan and neither the Company nor its ERISA Affiliates has incurred any liability under Title IV of ERISA that has not been paid in full.

(f) The Company does not sponsor or maintain any "*welfare plan*" as defined in ERISA §3(1) providing continuing benefits or coverage for any participant or any beneficiary of a participant after such participant's termination of employment, except in accordance with Code §4980B and ERISA §601 *et seq.* and any similar state Law (collectively, "COBRA") and at the expense of the participant or the beneficiary of the participant and the Company has never promised to provide such post-termination benefits.

(g) There are no pending or, to the Knowledge of the Company, threatened claims, lawsuits, audits or other actions against any Employee Benefit Plan by any employee or beneficiary covered under any Employee Benefit Plan or otherwise involving any Employee Benefit Plan (other than routine claims for benefits) and, to the Knowledge of the Company, there is no reasonable basis for any such claim, lawsuit or other action.

(h) Each Employee Benefit Plan may be amended, terminated, or otherwise modified by the Company to the greatest extent permitted by applicable Law. Neither the Company nor its ERISA Affiliates has announced its intention to modify or terminate any Employee Benefit Plan or adopt any arrangement or program which, once established, would come within the definition of an Employee Benefit Plan. Each asset held under each Employee Benefit Plan may be liquidated or terminated without the imposition of any redemption fee, surrender charge or comparable liability.

(i) No Employee Benefit Plan is subject to the laws of any jurisdiction outside the United States.

3.17 Real Estate.

(a) The Company, directly or indirectly, does not own any real property.

(b) Schedule 3.17(b) lists all real property that is leased or subleased to the Company as lessee or sublessee (the "Leased Real Estate") and constitutes all Leased Real Estate interests used in the conduct of the Company's businesses. All Leased Real Estate is leased or subleased to the Company pursuant to written leases or subleases. All Leased Real Estate leases and subleases are in full force and effect with respect to the Company party thereto and bind the Company party thereto. To the Knowledge of the Company, all Leased Real Estate leases and subleases are in full force and effect with respect to the other parties thereto and bind the other parties thereto. The Company, and to the Knowledge of the Company, each of the other parties thereto, has performed in all material respects all obligations required to be performed by such Person under each Leased Real Estate lease. No material default by the Company has occurred under any Leased Real Estate lease or sublease, and no circumstance presently exists which, with notice or the passage of time, or both, would give rise to a material default by the Company and, to the Knowledge of the Company, no material default by any other party has occurred under any Leased Real Estate lease or sublease. True and complete copies of each such Leased Real Estate lease have been provided to the Purchaser. There are no Contracts, written or oral, to which the Company is a party, granting to any other party the right of use or occupancy of any portion of the Leased Real Estate.

3.18 Environmental.

(a) The Company for the past five (5) years has been and currently is in compliance in all material respects with all Environmental Laws and Environmental Permits. There is currently no pending claim, action, suit, cause of action, proceeding or written notice regarding any actual or alleged material violation of Environmental Laws by the Company.

(b) At the Leased Real Estate there exists no: (i) underground storage tanks, (ii) Hazardous Materials, including petroleum, friable asbestos or polychlorinated biphenyls, (iii) groundwater monitoring wells, drinking water wells or production water wells, or (iv) landfills, surface impoundments or disposal areas.

(c) The Company has never generated, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced or processed any Hazardous Materials, except in material compliance with all applicable Environmental Laws, and, there has been no Release or, to the Knowledge of the Company, threat of Release by the Company at the Leased

Real Estate that requires reporting, investigation, assessment, cleanup, remediation or any other type of response action by the Company pursuant to any Environmental Law.

3.19 Intellectual Property.

(a) Schedule 3.19(a) lists all Intellectual Property and Intellectual Property Licenses in which the Company claims any ownership rights (the "Intellectual Property Assets"). To the Knowledge of the Company, (i) no other Person has asserted ownership rights in any Intellectual Property Asset (except to the extent that such Intellectual Property Asset has been properly licensed to or by the Company) and (ii) no other Person is infringing on any Intellectual Property Asset of the Company.

(b) The Company has all right, title and interest in and to the Company's Intellectual Property, free and clear of all Encumbrances other than pursuant to the applicable license agreement related to the Intellectual Property Licenses or as otherwise disclosed on Schedule 3.19(b). The Company has never received any written claim or demand (including any offer to license) pertaining to, and there are no proceedings (including office actions), pending or, to the Knowledge of the Company, threatened, which challenge the rights of the Company in respect of, any Intellectual Property Assets (including the validity, use, ownership, enforceability or registrability of such Intellectual Property Assets, as applicable).

(c) The Company does not infringe, misappropriate or otherwise conflict with, or has not infringed, misappropriated or otherwise conflicted with, and the operation of the Company's business has not infringed, misappropriated or otherwise conflicted with and does not infringe, misappropriate or otherwise conflict with, any Intellectual Property rights of any third party.

(d) The Company has no obligation to compensate any Person for the use of any Intellectual Property owned by the Company(the "Owned Intellectual Property"); the Company has not entered into any agreement to indemnify any other Person against any claim of infringement or misappropriation of any Owned Intellectual Property; the Company is not a party to any settlement, covenant not to sue, consent, judgment, order or similar obligation that: (i) restricts the Company's rights to use any Owned Intellectual Property, (ii) restricts the business of the Company, in order to accommodate a third party's Intellectual Property rights, or (iii) permits third parties to use any Owned Intellectual Property.

(e) The Company has taken reasonable security measures to protect the secrecy, confidentiality and value of all trade secrets used in the business of the Company (the "Company Trade Secrets"), including, without limitation, requiring all employees and consultants of the Company and all other Persons with access to Company Trade Secrets to execute a binding confidentiality agreement, copies or forms of which have been provided to the Purchaser, and there has not been any breach by any party to such confidentiality agreements.

3.20 Taxes.

(a) The Company has timely filed all Tax Returns required to be filed by it. All such Tax Returns are correct and complete and prepared in compliance in all material respects with all applicable Laws. The Company has paid all Taxes due and payable (whether or not shown on any Tax Return). There are no outstanding Encumbrances (other than for Taxes not

yet due and payable) on any of the Company's assets. The Company is not party to any agreement or other document with any Taxing authority extending the period for assessment, reassessment or collection of any Taxes and has not requested any such extension or been asked to grant any such extension.

(b) The Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, equityholder or other Person. All IRS Forms W-2 and Forms 1099 required with respect to such withholding and payment have been properly completed and timely filed.

(c) There is no proceeding, audit or investigation concerning any Liability of the Company for Taxes on account of its business in process, pending or, to the Knowledge of the Company, threatened by any Taxing authority. No Taxing authority in a jurisdiction where the Company does not file Tax Returns has claimed in writing that the Company is or may be subject to taxation by that jurisdiction.

(d) The Company is not party to any Tax allocation or sharing Contract other than Contracts the primary purpose of which is not the allocation or sharing of Taxes and in which Tax allocation or sharing provisions are customary.

(e) Each Employee Benefit Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Code Section 409A has been operated and maintained in all material respects in operational and documentary compliance with Code Section 409A and applicable guidance thereunder. No payment to be made under any Employee Benefit Plan is, or to the Knowledge of the Company, will be subject to the penalties of Code Section 409A(a)(1).

(f) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any Post-Closing Tax Period as a result of: (i) any change in accounting method in a Pre-Closing Tax Period, (ii) the use of an improper accounting method during a Pre-Closing Tax Period, (iii) a "closing agreement" as described in Code Section 7121 (or any similar state, local or foreign Law) executed on or before the Closing Date, (iv) installment sale or open transaction disposition made during a Pre-Closing Tax Period, (v) prepaid amounts or any other income eligible for deferral under the Code or Treasury Regulations promulgated thereunder, including without limitation, Code Sections 455 and 456, Treasury Regulations Section 1.451-5 and Revenue Procedure 2004-34, received on or before the Closing Date, (vi) intercompany transactions or excess loss accounts described in Treasury Regulations under Code Section 1502 (and any similar state, local or foreign Law), (vii) election under Code Section 108(i) made during a Pre-Closing Tax Period, or (viii) any similar election, action, or agreement that would have the effect of deferring any liability for Taxes of the Company from any Pre-Closing Tax Period to any Post-Closing Tax Period.

(g) The Company has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed by Code Section 355.

(h) The Company is not or has not been a party or any "reportable transaction" as defined in Code Section 6707A(c)(1) or Treasury Regulations Section 1.6011-4(b).

(i) The unpaid Taxes of the Company for taxable periods through the date of the Interim Financial Statements do not exceed the accruals and reserves for Taxes (excluding accruals and reserves for deferred Taxes established to reflect timing differences between book and Tax income) set forth on such balance sheets included in the Interim Financial Statements. All Taxes of the Company from and after the date of the Interim Financial Statements included on the balance sheets in the Interim Financial Statements and continuing through the Closing Date have been incurred in the ordinary course of business of the Company, consistent with past practice.

(j) The Company has never had, nor does it currently have, a tax presence or nexus in any non-United States jurisdiction sufficient to expose the Company to any Tax in such jurisdiction.

(k) The provisions of Section 197(f)(9) of the Code and the Regulations thereunder will not prevent any intangible assets of the Company from qualifying as "amortizable section 197 intangibles" within the meaning of Section 197 of the Code in the hands of the Purchaser.

(l) The Company has not been a member of any affiliated group within the meaning of Code Section 1504(a) filing a consolidated U.S. federal income Tax Return or any similar provision of state, local, or foreign Tax Law. The Company is not liable for the Taxes of any Person (other than the Company) as a result of successor liability, transfer liability, joint or several liability (including pursuant to Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law), or otherwise.

(m) There is no power of attorney given by or binding upon the Company with respect to Taxes for any period for which the statute of limitations (including any waivers or extensions) has not yet expired that is currently in effect.

(n) Effective as of its date of incorporation, the Company made a valid and timely election for U.S. federal income tax purposes to be classified as an S corporation within the meaning of Section 1361(a)(1) of the Code. At all times from its date of incorporation through the Closing Date, the Company has been and will be an S corporation. Other than as a result of Purchaser's acquisition of the Purchased Stock of the Company pursuant to this Agreement, the Company and Sellers have not taken any action that has or shall result in the termination of the Company's status as an S corporation within the meaning of Section 1361(a)(1) of the Code.

(o) The Company will not be liable for any Tax under Section 1374 of the Code in connection with the deemed sale of the Company's assets (including the assets of any "qualified subchapter S subsidiary" within the meaning of Section 1361(b)(3)(B) of the Code) caused by the Section 338(h)(10) Election. The Company will not be liable for any Tax under state or local law as a result of the Section 338(h)(10) Election. The Company has not in the past ten (10) years (i) acquired assets from another corporation in a transaction in which its Tax basis

for the acquired assets was determined, in whole or in part, by reference to the Tax basis of the acquired assets (or any other property) in the hands of the transferor or (ii) acquired the stock of any corporation which is a qualified subchapter S subsidiary.

3.21 Litigation and Investigations.

(a) Except as set forth on Schedule 3.21(a), there is no litigation, proceeding, action, suit, claim, audit, investigation, Order (at law or in equity) or, to the Knowledge of the Company, any governmental audit or investigation pending or, to the Knowledge of the Company, threatened against or affecting the Company, its business or to the Knowledge of the Company, against any current or former officer, director, manager or employee of the Company in his or her capacity as such. Schedule 3.21(a) includes a description of all litigation claims, suits, actions and proceedings and, to the Knowledge of the Company, audits and investigations, involving the Company, or, to the Knowledge of the Company, any of its officers, directors, securityholders or key employees in connection with The Company's business during the past five (5) years.

(b) No officer or director of the Company has been: (i) subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for his or her business or property or that of any partnership of which he or she was a general partner or any corporation or business association of which he or she was an executive officer; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or been otherwise accused of any act of moral turpitude; (iii) the subject of any order, judgment, or decree (not subsequently reversed, suspended or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him or her from, or otherwise imposing limits or conditions on his or her ability to engage in any securities, investment advisory, banking, insurance or other type of business or acting as an officer or director of a public company; or (iv) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission to have violated any federal or state commodities, securities or unfair trade practices law, which judgment or finding has not been subsequently reversed, suspended, or vacated.

3.22 Compliance with Laws. The Company is not, nor has been in the past five (5) years, in violation in any material respect of any Law, Order, policy or guideline of any Government Authority by which the Company is bound or to which the Company is subject. The Company has not received any written opinion, memorandum or written advice from any attorney or other legal advisor to the effect that it is exposed to any liability or disadvantage that could materially prohibit or materially restrict the Company from, or otherwise adversely affect the Company in, conducting business in any jurisdiction in which it is now conducting business or in which it plans to conduct business.

3.23 Affiliate Transactions. Except as set forth on Schedule 3.23, neither any Seller, any director, manager or officer of the Company nor any Affiliate of the Company is, or during the past five (5) years has been, (a) a party to any Contract or transaction with, or any commitment to or from, the Company, (b) indebted to the Company or a guarantor or otherwise liable for any Liability of the Company, or (c) a holder of any interest in any property (whether real, personal or mixed and whether tangible or intangible) used in the business of the Company.

3.24 Accounts Receivable; Accounts Payable.

(a) All Receivables of the Company are in respect of services rendered by the Company, are valid and enforceable claims, and are subject to no counterclaim, setoffs or rights of return likely to interfere with the full and timely collection of any of such outstanding Receivables. All such Receivables are fully collectible in the ordinary course of business consistent with past practice, after deducting the reserve for doubtful accounts stated on the balance sheet to the Interim Financial Statements. Schedule 3.24(a) sets forth an aged listing of all Receivables of the Company that were outstanding as of July 8, 2016. Since the date of the Interim Financial Statements, the Company has collected its Receivables in the ordinary course of business consistent with past practice and has not accelerated any such collections. The Company has no Receivables or loans receivable from any Person which is affiliated with it or any of the directors, managers, officers, employees or securityholders of the Company.

(b) All accounts payable and notes payable of the Company arose in bona fide arm's length transactions in the ordinary course of business consistent with past practice and no such account payable or note payable is delinquent in its payment. Since the date of the Interim Financial Statements, the Company has paid its respective accounts payable in the ordinary course of business consistent with past practice. The Company has no accounts payable to any Person who is affiliated with it or any of the directors, managers, officers, employees or securityholders of the Company.

3.25 Absence of Unlawful Payments. Neither the Company, nor any of its directors, managers, officers, or employees, or, to the Knowledge of the Company, other representative of the Company or any Person acting on behalf of the Company, has: (a) made, paid or received any unlawful bribes, kickbacks or other similar payments to or from any Government Authority or government official or (b) made or paid any contributions, directly or indirectly, to a domestic or foreign political party or candidate.

3.26 Customers and Suppliers. Schedule 3.26 sets forth: (a) the ten (10) largest customers of the Company based on consolidated revenue (i) for the twelve (12) months ended on December 31, 2015 and (ii) for the five (5) month period ended on May 31, 2016 ("Material Customers") and (b) the ten (10) largest suppliers of the Company based on consolidated revenue (i) for the twelve (12) months ended on December 31, 2015 and (ii) for the five (5) month period ended on May 31, 2016 ("Material Suppliers"). Since January 1, 2015, no Material Customer or Material Supplier has cancelled, materially modified, or otherwise terminated its relationship with the Company or has during said period decreased materially its usage or purchase of the services or products of the Company or its services, supplies or materials furnished to the Company, nor does any Material Customer or Material Supplier have, to the Knowledge of the Company, any plan or intention to do any of the foregoing.

3.27 Compliance with Health Care Laws.

(a) The Company is not, and since the date that is five (5) years prior to the date hereof has not been, in violation in any material respect of any Health Care Law by which the Company is bound.

(b) The Company has not undergone any change in ownership (including asset sales, mergers, consolidations, stock transfers, or any change in the individuals or entities controlling or owning the Company) within three (3) years before the Closing Date.

(c) Since the date that is five (5) years prior to the date hereof, the Company has not submitted, nor caused to be submitted, any claim in connection with any referral to the Company which violated any applicable self-referral law, including 42 U.S.C. §1395nn, as amended (known as the "Stark Act"), or any applicable state self-referral law.

(d) Since the date that is five (5) years prior to the date hereof, the Company has neither submitted, nor caused to be submitted, any claim for payment to any payor source, either governmental or non-governmental, in violation of any false claim or fraud law, including 31 U.S.C. §3729 et seq., as amended (known as the "False Claim Act"), or any other applicable federal or state false claim or fraud law.

(e) The Company is in compliance in all materials respects with all applicable federal and state Laws governing nuclear pharmacies.

(f) Since the date that is five (5) years prior to the date hereof, neither the Company, nor any officers, directors, members of the Company has directly or indirectly, nor, to the Knowledge of the Company, has any employee or any agent acting on behalf of or for the benefit thereof directly or indirectly: (i) knowingly or willfully offered or paid any remuneration, in cash or in kind, to, or made any financial arrangements with, any current or former customers, current or former suppliers, current or former clients, contractors or third party payors of the Company in order to obtain business or payments from such persons, other than entertainment activities in the ordinary and lawful course of business, (ii) knowingly or willfully given or agreed to give, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) to any client or potential client, customer or potential customer, contractor, third party payor or any other Person other than in connection with promotional or entertainment expenses in the ordinary and lawful course of business, (iii) knowingly or willfully made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of, any governmental official, employee or agent where either the contribution, payment or gift is or was illegal under the laws of the United States or under the laws of any state thereof or any other jurisdiction (foreign or domestic) under which such payment, contribution or gift was made, (iv) knowingly or willfully made, or agreed to make, or is aware that there has been made or that there is any agreement to make, any payment to any Person with the intention or understanding that any part of such payment would be used for any purpose other than that described in the documents supporting such payment, or (v) knowingly or willfully paid or offered to pay any illegal remuneration for any referral to the business or received or solicited any illegal remuneration to refer any client, patient or any other Person to a health care provider in violation of any applicable Law, including the Health Care Laws.

(g) Since the date that is five (5) years prior to the date hereof, neither the Company, nor any of its respective officers, directors, manager or members, has been convicted of, and to the Knowledge of the Company, no employee of the Company has ever been convicted of, or, to the Knowledge of the Company, no officer, director, manager, member or employee

has been charged with or investigated for, a violation of federal or state law related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation of controlled substances, use or distribution of a controlled substance, or been subject to any order or consent decree of, or criminal or civil fine or penalty imposed by, any Government Authority. During such period, the Company has not arranged or contracted with (by employment or otherwise) any individual or entity that the Company knows or should have known: (i) has been convicted of or pled guilty or *nolo contendere* to any federal or state criminal offense or (ii) has been fired or subject to any disciplinary action under any state rules of professional conduct. No exclusion, suspension, or debarment claims, actions, proceedings, audits or investigations relating to the Company is pending or, to the Knowledge of the Company, threatened against the Company, nor are there any exclusion, suspension or debarment claims, actions, proceedings, audits or investigations pending against the Company's officers, directors, managers, members, employees or agents or, to the Knowledge of the Company, threatened against the Company's officers, directors, managers, members, employees or agents.

(h) The Company maintains a compliance program. The Company is and, since the date that is five (5) years prior to the date hereof, has been in material compliance with its compliance program. The Company promptly and duly investigates any reports of alleged compliance violations, takes and has taken corrective actions as determined to be warranted, including repayment of any overpayments, and has no Knowledge of any current material compliance problems.

(i) To the Knowledge of the Company, there is no proposed change in any applicable Law that would require the Company to obtain any Permit not set forth on Schedule 3.12 in order to conduct the Company's business as presently conducted. The Company is not currently, nor has it ever been, a party or subject to the terms of a corporate integrity agreement required by the Office of Inspector General of the Department of Health and Human Services or similar agreement or consent order of any other Governmental Authority.

(j) **Privacy and Security.**

(i) The Company is and since the date that is five (5) years prior to the date hereof has been in compliance in all material respects with the applicable privacy, security, transaction standards, breach notification, and other provisions and requirements of HIPAA and any comparable state laws. The Company has not received any written (or, to the Knowledge of the Company, oral) communication from any Government Authority that alleges that the Company is not in compliance with the applicable privacy, security, transaction standards, breach notification and other provisions and requirements of HIPAA or any comparable state laws. In certain capacities, the Company functions as a "business associate" as that term is defined under HIPAA. As a business associate, the Company has the requisite privacy and security policies, procedures and systems to comply with the terms of its business associate agreements. As of the date of this Agreement, the Company is not in material breach of any business associate agreement.

(ii) Since the date that is five (5) years prior to the date hereof, the Company has not received any written (or, to the Knowledge of the Company, oral) complaints, or notices of inquiry or investigation, from any Person, patient, client or customer regarding its

or any of its agents, employees or contractors' uses or disclosures of, or privacy and security practices regarding, individually identifiable health information or other medical or personal information.

(iii) The Company has policies, procedures and systems in place to ensure the privacy and security of all business, proprietary, individually identifiable, personal, medical and any other private information, in compliance in all material respects with federal and state Law. In addition, the Company has commercially reasonable and customary policies, procedures and systems in place to prevent improper use or disclosure of, or access to, all individually identifiable, personal, medical and any other protected information. To the Knowledge of the Company, no breach has occurred with respect to any unsecured protected health information maintained by or for the Company that is subject to the notification requirements of 45 C.F.R. §§164.406 or 164.408(b), and no information security or privacy breach event has occurred that would require notification under any comparable state Laws.

3.28 Bank Accounts and Powers of Attorney. Schedule 3.28 sets forth each bank, savings institution and other financial institution with which the Company has an account or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto. Each person holding a power of attorney or similar grant of authority on behalf of the Company is identified on Schedule 3.28. Except as disclosed on such Schedule, the Company has not given any revocable or irrevocable powers of attorney to any person, firm, corporation or organization relating to its business for any purpose whatsoever.

3.29 Brokers. The Company has no Liability to pay any fees or commissions to any broker, finder or similar agent with respect to the Contemplated Transactions, other than BKD Corporate Finance, LLC and a finder's fee for Timothy Quinton Trust.

3.30 Disclosure. Neither this Agreement, nor any other Transaction Document furnished by the Company to the Purchaser in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements contained herein or therein not misleading in the light of the circumstances in which they were made.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES REGARDING THE SELLERS

Each Seller represents and warrants to the Purchaser that, except as disclosed in the Disclosure Schedule (all such exceptions noted in the Disclosure Schedule being numbered to correspond to the applicable Section of this Article IV):

4.1 Power and Authority. Each Seller has the legal capacity to enter into and perform this Agreement and the Transaction Documents to which it is a party and to carry out the transactions contemplated hereby and thereby.

4.2 Enforceability. This Agreement has been duly executed and delivered by each Seller and constitutes a valid and legally binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable Laws regarding creditors' rights or by

general equity principles. Upon execution and delivery by each Seller, the other Transaction Documents to which such Seller is a party, will have been duly executed and delivered by such Seller and will constitute valid and legally binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable Laws regarding creditors' rights or by general equity principles.

4.3 Consents. Except for the Material Consents, no material consent, authorization, Order or approval of, or filing or registration with, any Government Authority or other Person is required for any Seller's execution and delivery of the Sellers Documents or any Seller's consummation of the Contemplated Transactions, except as set forth on Exhibit A.

4.4 No Conflicts. Neither each Seller's execution and delivery of the Transaction Documents to which such Seller is a party nor each Seller's consummation of the Contemplated Transactions will conflict with or result in a breach of any Law or Order to which such Seller is party or by which such Seller is bound. No Seller is party to or bound by any Contract under which consummation of the Contemplated Transactions may be prohibited or prevented, except as set forth on Exhibit A.

4.5 Ownership. Each Seller is the record and beneficial owner of the Purchased Stock set forth across from such Seller's name on Appendix I hereto and has good and valid title to all of such shares of Purchased Stock, as applicable, free and clear of any and all Encumbrances.

4.6 Brokers. No Seller has Liability to pay any fees or commissions to any broker, finder or similar agent with respect to the Contemplated Transactions.

ARTICLE V
REPRESENTATIONS AND WARRANTIES REGARDING THE PURCHASER

The Purchaser represents and warrants to the Sellers that:

5.1 Organization. The Purchaser is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware.

5.2 Power and Authority. The Purchaser has full corporate power and authority to enter into and perform this Agreement and all other Transaction Documents to be executed by the Purchaser pursuant to this Agreement (collectively, the "Purchaser Documents").

5.3 Enforceability. This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable Laws regarding creditors' rights or by general equity principles. Upon execution and delivery by the Purchaser, the other Purchaser Documents will have been duly executed and delivered by the Purchaser, and will constitute valid and legally binding obligations of the Purchaser, enforceable against the Purchaser, in accordance with their respective terms, except as may be limited by applicable

bankruptcy, insolvency, moratorium and similar generally applicable Laws regarding creditors' rights or by general equity principles.

5.4 Consents. No consent, authorization, Order or approval of, or filing or registration with, any Government Authority or other Person is required for the Purchaser's execution and delivery of the Purchaser Documents or the Purchaser's consummation of the Contemplated Transactions, the failure of which to obtain or make would have a Material Adverse Effect.

5.5 No Conflicts. Neither the Purchaser's execution and delivery of the Purchaser Documents nor the Purchaser's consummation of the Contemplated Transactions will conflict with or result in a breach of any provision of the Purchaser's Governing Documents or any Law or Order to which the Purchaser is party or by which the Purchaser is bound. The Purchaser is not party to or bound by any Contract under which performance by the Purchaser according to the Purchaser Documents may be prohibited or prevented.

5.6 Brokers. The Purchaser does not have any Liability to pay any fees or commissions to any broker, finder or similar agent with respect to the Contemplated Transactions.

ARTICLE VI
PRE-CLOSING COVENANTS AND AGREEMENTS

6.1 Further Actions. From the date hereof until the earlier to occur of the Closing or such earlier time as this Agreement is terminated in accordance with Article VII, each Party will cooperate in good faith with the other Parties and their Affiliates and take such actions and execute and deliver such documents and instruments that are reasonably necessary, proper or advisable to consummate the Contemplated Transactions as promptly as practicable, including using commercially reasonable efforts to: (a) obtain each of the Material Consents, (b) prevent the entry, enactment or promulgation of any pending or threatened Order that would prevent, prohibit or delay the consummation of the Contemplated Transactions, (c) lift or rescind any existing Order preventing, prohibiting or delaying the consummation of the Contemplated Transactions, (d) effect all necessary registrations, applications, notices and other filings required by applicable Law to consummate the Contemplated Transactions, and (e) cooperate with the other Parties with respect to all registrations, applications, notices and other filings by any other Party that are required by applicable Law or that such other Party otherwise elects to make to consummate the Contemplated Transactions; *provided, however, that* (i) no Party will be required to (1) make any payment to any Third-Party (other than filing fees and nominal processing costs and expenses), unless such payment is expressly contemplated by a Contract to obtain a Third-Party's consent to assignment of that Contract, or (2) agree to or execute any material change to any Contract to obtain any such consent, authorization, Order or approval, unless such change will only be effective after the Closing, and (ii) "*commercially reasonable efforts*" of the Company and the Sellers does require that the Company or the Sellers to: (A) commence any litigation or other proceeding, or (B) offer or grant any accommodation (financial or otherwise) to any Third-Party to obtain any Material Consent.

6.2 Operation of the Business. Except as permitted by this Agreement, required by any applicable Law, Order or Contract, or as the Purchaser may otherwise consent to in writing

(such consent not be unreasonably withheld, conditioned or delayed), from the date hereof until the earlier to occur of the Closing or such earlier time as this Agreement is terminated in accordance with Article VII, the Company shall (and each Seller hereby agrees to cause each the Company to) use commercially reasonable efforts to:

(a) conduct the Company's business in a reasonable and prudent manner in accordance with the Company's past practices, including hiring and terminating personnel;

(b) preserve intact its existing business organizations and relations with its employees, customers, suppliers and others with whom it has a business relationship in the ordinary course of business consistent with past practice; and

(c) preserve intact and protect its programs and properties and conduct its business in material compliance with applicable Law,

Without limiting the generality of the foregoing, from the date hereof until the Closing, without the prior written consent of the Purchaser, neither the Company nor the Sellers shall take nor fail to take any action that, if taken or failed to be taken prior to the date hereof, would have been required to appear on the Disclosure Schedule in response to Section 3.13 hereto.

6.3 Access and Investigation. From the date hereof until the earlier to occur of the Closing or such earlier time as this Agreement is terminated in accordance with Article VII, the Company shall use commercially reasonable efforts to (a) give the Purchaser Group reasonable access (during regular business hours) to, or copies of, all of the properties, books, records, contracts, documents and insurance policies of the Company. Notwithstanding the foregoing, the Company will not have obligation to provide any information the disclosure of which is prohibited or restricted by any applicable Law or Order or the disclosure of which would jeopardize any applicable attorney-client communication or work product privilege.

6.4 Insurance Tail Policies. Before the Closing, the Sellers shall, or shall cause the Company to, purchase (as a Transaction Expense) and maintain in effect for a period of six (6) years thereafter, (a) a tail policy to the current policy of directors' and officers' liability insurance maintained by the Company, which tail policy shall be effective for a period from the Closing through and including the date six (6) years after the Closing Date with respect to claims arising from facts or events that occurred on or before the Closing, and which tail policy shall contain substantially the same coverage and amounts as, and contain terms and conditions no less advantageous than, in the aggregate, the coverage currently provided by such current policy and (b) "run-off" coverage as provided by the fiduciary of the Company, covering those Persons who are covered on the date hereof by such policies and with terms, conditions, retentions and limits of liability that are no less advantageous than the coverage provided under the existing policy of the Company (the "Insurance Tail Policy").

6.5 Financing. From the date hereof until the Closing Date, the Sellers and the Company shall use commercially reasonable efforts to cause the officers, employees and advisors, including legal and accounting, of the Company to, provide to the Purchaser, at the Purchaser's sole expense, such reasonable cooperation in connection with the arrangement of senior debt financing (the "Debt Financing") as may be reasonably requested by the Purchaser, including, but not limited to, using commercially reasonable efforts to: (a) (i) assist in

preparation for and participate in marketing efforts (including lender meetings), (ii) assist with the drafting and preparation of appropriate and customary confidential information memoranda, and other customary marketing materials, business projections and other marketing documents required in connection with the Debt Financing (all such documents and materials, collectively the "Syndication Documents") and (iii) cause the chief financial officer or person performing similar functions of the Company to execute and deliver customary authorization and customary representation and warranty letters with respect to the Syndication Documents, (b) facilitate the providing of guarantees and granting of security interests (and perfection thereof) in and pledges of collateral (including delivery of stock certificates of the Company (or their equivalent)) and assist in the preparation, and execution and delivery at the Closing, of any definitive financing agreements and any closing documents and deliverables (including furnishing all information to be included in any schedules thereto or in any perfection certificates) for the Debt Financing as may be reasonably requested by the Purchaser, *provided*, that no such definitive financing agreements or closing documents and deliverables referred to in this clause (b) shall be effective until the Closing, (c) arrange for customary payoff letters, lien terminations and instruments of discharge to be delivered at the Closing relating to all Indebtedness and Encumbrances to be paid off, discharged and/or terminated on the Closing Date (if any), (d) solely related to the Company and its Affiliates, furnish all documentation and other information to the Debt Financing sources reasonably requested or required by Governmental Authorities under applicable "know your customer", anti-money laundering, anti-terrorism, foreign corrupt practices and similar Laws of all applicable jurisdictions related to the Debt Financing, and (e) furnish the Purchaser and its financing sources reasonably promptly with such other financial and other pertinent information regarding the Company as may be reasonably requested by the Purchaser and that is customarily needed for financings of the type; *provided, however*, that the Company shall not be required to provide cooperation under this Section 6.5 that: (A) unreasonably interferes with the ongoing business of the Company; (B) causes any representation or warranty regarding the Company in this Agreement to be breached; (C) causes any closing condition set forth in Article II to fail to be satisfied or otherwise causes the breach of this Agreement; or (D) requires the Company or its respective directors, officers, managers or employees to execute, deliver or enter into, or perform any agreement, document or instrument, including any Debt Financing document, with respect to the Debt Financing that is not contingent upon the Closing or that would be effective prior to the Closing and the directors and managers of the Company shall not be required to adopt resolutions approving the agreements, documents and instruments pursuant to which the Debt Financing is obtained, in each case which are effective prior to the Closing. In no event shall the Sellers or the Company be required to pay any commitment or similar fee in connection with assisting the Purchaser in arranging the Debt Financing. The Company hereby consents to the use of its logos in connection with the Debt Financing; *provided*, that such logos are used solely in a manner that is not intended to, nor reasonably likely to, harm or disparage the Company. For the avoidance of doubt, the Purchaser's obligation to consummate the transactions contemplated hereby is not contingent on the Purchaser's ability to obtain the Debt Financing.

6.6 Confidentiality. From and after the date of this Agreement, the Parties will keep confidential and not disclose, or permit their Affiliates, representatives, agents and advisors (including financial advisors, attorneys and accountants) to disclose, the existence or any terms of the Transaction Documents and the Contemplated Transactions or any Confidential Information obtained from any other Party in connection with the investigation, negotiation, preparation or consummation of this Agreement, the other Transaction Documents and the

Contemplated Transactions; *provided, however*, that a Party may disclose the existence and terms of the Transaction Documents and other such Confidential Information if and only to the extent that: (a) such information is disclosed to such Party's Affiliates, representatives, agents or advisors (including financial advisors, attorneys and accountants) who are advising such Party with respect to the Contemplated Transactions, but only for legitimate business purposes related to the investigation, negotiation, preparation and consummation of the Contemplated Transactions, (b) such information is required to be disclosed in making any filing or obtaining any consent or approval required for the consummation of the Contemplated Transactions, or (c) such information is required to be disclosed by any Law or Order; *provided that* as soon as reasonably practicable before such disclosure, the disclosing Party gives the Purchaser and the representative prompt written notice of such disclosure to enable the appropriate Party to seek a protective order or otherwise preserve the confidentiality of such information.

6.7 Exclusivity.

(a) From the date hereof until the earlier to occur of the Closing or such earlier time as this Agreement is terminated in accordance with Article VII, neither the Company nor the Sellers shall take, nor shall the Company or the Sellers permit any of their respective directors, officers, employees, managers, advisors, representatives or agents to take (directly or indirectly) any of the following actions with any Person other than the Purchaser: (i) solicit, entertain, initiate, facilitate or knowingly encourage any proposal or offer from, or participate or engage in or conduct any discussion or negotiations with, any person relating to any inquiry, contact, offer or proposal, oral, written or otherwise, formal or informal, with respect to any possible Competing Transaction (as defined below) for the Company, (ii) provide any information with respect to the Company to any Person other than the Purchaser, relating to (or which the Company reasonably believes would be used for the purpose of formulating) an offer or proposal with respect to, or otherwise assist, cooperate with, facilitate or encourage any effort or attempt by any such Person with regard to, any possible Competing Transaction for the Company, (iii) approve or agree to or enter into an agreement with any person other than the Purchaser providing for a Competing Transaction for the Company, (iv) make or authorize any statement, recommendation, solicitation or endorsement in support of any possible Competing Transaction for the Company other than the transaction contemplated by this Agreement, or (v) authorize or permit the Company's directors, officers, employees, managers, advisors, representatives or agents to take any such action. The Company and the Sellers shall promptly notify the Purchaser after receipt by the Company or Seller (or any of their respective officers, directors, employees, managers, agents, advisors or other representatives) of any proposal for, or inquiry respecting, any Competing Transaction, or any request for nonpublic information in connection with such proposal or inquiry or for access to the properties, books or records of the Company by any person that informs or has informed the Company or Sellers that it is considering making or has made such a proposal or inquiry. The Company and the Sellers shall immediately cease and cause to be terminated all existing discussions or negotiations with any parties conducted heretofore with respect to a Competing Transaction.

(b) A "Competing Transaction" means any of the following involving the Company (other than the Contemplated Transactions): (i) a merger, amalgamation, arrangement, consolidation, share exchange, business combination, equity investment or other similar transaction; (ii) any issuance, sale, lease, exchange, transfer, financing, leveraged recapitalization

or other disposition of a material portion of the assets or debt or Purchased Stock of the Company; and (iii) a tender offer or exchange offer for, or other offer to purchase or redeem, any of the outstanding securities of the Company.

6.8 Company Vehicles. The Company and each of the Sellers will use their best efforts to cause the owner(s) of the vehicles set forth on Schedule 6.8 to take such actions as are necessary to transfer ownership of such vehicles to the Company prior to the Closing Date. To the extent one or more of such vehicles are not transferred pursuant to the immediately preceding sentence, the Net Purchase Price shall accordingly be reduced by the fair market value of such vehicle(s).

6.9 Assignment of Agreement. This Agreement may not be assigned by the Purchaser to any other entity prior to the Closing.

6.10 Termination of the 401(k) Plan. Unless the Purchaser requests otherwise in writing, the Company shall, effective as of at least one (1) day prior to the Closing Date, terminate the Company's 401(k) Plan and any other plan that is intended to meet the requirements of Section 401(k) of the Code, and which is sponsored, or contributed to, by the Company or any of its Affiliates (collectively, the "401(k) Plan") and no further contributions shall be made to the 401(k) Plan. The Company shall provide to the Purchaser (a) executed resolutions of the Board of Directors of the Company authorizing such termination, and (b) executed amendments to the 401(k) Plan which in the Purchaser's reasonable judgment are sufficient to assure compliance with all applicable requirements of the Code and regulations thereunder, including such that the tax-qualified status of the 401(k) Plan will be maintained at the time of termination.

6.11 Schedules. As soon as practicably possible following the date hereof, the Company and each of the Sellers shall deliver the Disclosure Schedule to the Purchaser, which shall in any event be delivered to the Purchaser no later than ten (10) Business Days prior to the Closing Date.

ARTICLE VII
TERMINATION

7.1 Termination Events. This Agreement and the Contemplated Transactions may be terminated before the Closing:

(a) by mutual agreement of the Purchaser and each Seller,

(b) by the Sellers with written notice to the Purchaser if: (i) the Purchaser has materially breached any provision of this Agreement and the Sellers have not together waived in writing such breach, or such breach has not been cured by the Purchaser, upon the earlier to occur of: (A) fifteen (15) Business Days after receipt by the Purchaser of written notice thereof from the Sellers or (B) the End Date, (ii) any condition in Section 2.2 is not satisfied as of the Closing Date or if satisfaction of such condition becomes impossible (other than through the failure of the Company or the Sellers to comply with their respective obligations under this Agreement) and the Sellers have not together waived in writing such condition, or (iii) the Closing has not occurred (other than through the failure of any of the Company or Sellers to

comply with their respective obligations under this Agreement) before or on December 31, 2016 (the "End Date");

(c) by the Purchaser, with written notice to the Sellers, if (i) the Company or any Seller has materially breached any provision of this Agreement and the Purchaser has not waived in writing such breach, or such breach has not been cured by the Company or such Seller, upon the earlier to occur of: (A) fifteen (15) Business Days after receipt by the Company or Sellers of written notice thereof from the Purchaser or (B) the End Date, (ii) any condition in Section 2.3 is not satisfied as of the Closing Date or if satisfaction of such condition becomes impossible (other than through the failure of the Purchaser to comply with its obligations under this Agreement) and the Purchaser has not waived in writing such condition, or (iii) the Closing has not occurred (other than through the failure of the Purchaser to comply with its obligations under this Agreement) before or on the End Date; or

(d) any court or other Government Authority shall have issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated hereby; *provided*, that the Party seeking to terminate pursuant to this Section 7.1(d) shall have complied with its obligations, if any, under Section 6.1 in connection with such Law or Order.

7.2 **Effect of Termination.** If a Party validly terminates this Agreement pursuant to Section 7.1, then the provisions of this Agreement shall immediately become void and of no further force or effect and all further obligations of the Parties under this Agreement, other than those under Section 6.6 and Article XI, will terminate.

ARTICLE VIII
POST-CLOSING COVENANTS AND AGREEMENTS

After the Closing:

8.1 **Further Assurances.** Each Party will use commercially reasonable efforts, without further consideration, to take all further actions and execute and deliver all further documents that are reasonably necessary to comply with the Transaction Documents and consummate the Contemplated Transactions.

8.2 **Books and Records.** The Parties will retain and, subject to compliance with applicable Law, make their respective books and records (including work papers in the possession of their respective accountants) with respect to the Company's business available for inspection and copy by the other Parties or their duly appointed representatives (reasonably acceptable to the divulging Party) for reasonable business purposes at reasonable times during normal business hours until the second (2nd) anniversary of the Closing with respect to all transactions occurring before the Closing or related to the Closing and the Company's historical financial condition, assets, liabilities, results of operations and cash flows.

8.3 **Litigation Support.** If any Party is actively contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand in connection with the Contemplated Transactions or any activity, event, fact, circumstance or condition before or as of the Closing involving the Company or its business, then, for so long as

such contest or defense continues, each Party will (except to the extent that another Party is an adverse party with respect to such action, suit, proceeding, charge, complaint, claim or demand), at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party has a right to indemnification therefor under Article IX) and to the extent reasonably practicable, (a) reasonably cooperate with the contesting or defending Party and its counsel in the contest or defense and (b) make available all personnel and provide all testimony and access to its books that is necessary or reasonably requested by the contesting or defending Party in connection with such contest or defense.

8.4 Tax Matters.

(a) **Payment of Transfer Taxes and Fees.** The Sellers together will, in accordance with their respective Pro Rata Shares, (a) pay, when due, all Taxes (other than income Taxes), conveyance fees, title application fees, registration fees, recording charges and other fees and charges (including any interest and penalties) incurred in connection with consummation of the Contemplated Transactions, regardless of the Person on whom such Taxes, fees and charges are imposed, and (b) at its own expense, file all necessary Tax Returns and other documentation with respect to such transfer Taxes, fees and charges. If required by applicable Law, the Parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

(b) **Preparation and Filing of Tax Returns.**

(i) The Sellers together will, at the Sellers' expense in accordance with their respective Pro Rata Shares, prepare and file all income Tax Returns for the Company for Tax periods that end on or before the Closing Date that are filed after the Closing Date where the liability for such income Taxes flows through to the Sellers ("Flow-Through Returns"). All such income Tax Returns will be prepared in a manner consistent with the Company's past practices, except as otherwise required by applicable Law. In connection with the preparation and filing of Flow-Through Returns, the Sellers will close the books of the Company as of the end of the Closing Date. At least thirty (30) calendar days before the due date thereof (giving effect to any extensions), the Sellers together will provide the Purchaser with draft copies of such Tax Returns for the Purchaser's reasonable review and approval. The Sellers together will incorporate into such income Tax Returns any changes that the Purchaser reasonably requests. Any dispute that cannot be resolved between the Parties shall be resolved by the Arbitrating Accountant, whose determination shall be final and binding. The costs of the Arbitrating Accountant shall be borne by the Party that loses such dispute.

(c) **Apportionment of Straddle Period Taxes.** Taxes attributable to any Straddle Period will be apportioned between that portion of the Straddle Period beginning on the first day of the Straddle Period and ending on and including the Closing Date (the "Pre-Closing Straddle Period"), which portion is the responsibility of the Sellers together, and that portion of the Straddle Period beginning on the day after the Closing Date and ending on the last day of the Straddle Period ("Post-Closing Straddle Period"), which portion is the responsibility of the Purchaser. The portion of such Tax allocated to the Pre-Closing Straddle Period will: (i) in the case of income Taxes and taxes based on sales, receipts or payroll, equal the amount that would be payable if the Straddle Period ended on the last day of the Pre-Closing Straddle Period (and for this purpose, the tax years of any pass-through entities or foreign entities that the Company

owns an interest in shall be deemed to close on the Closing Date as well), *provided that* all permitted allowances, exemptions and deductions that are normally computed on the basis of an entire year or period (such as depreciation) will be allocated between the Pre-Closing Straddle Period and the Post-Closing Straddle Period pro rata according to the number of calendar days in each period, and (ii) in the case of all other Taxes, be the amount of such Tax for the entire Straddle Period, multiplied by the number of days in the Pre-Closing Straddle Period, divided by the total number of days in the Straddle Period. The portion of any such Tax allocated to the Post-Closing Straddle Period will equal the balance of the Tax attributable to the Straddle Period.

(d) **Cooperation regarding Tax Matters.** The Purchaser and the Sellers will cooperate with respect to the preparation and filing of all Tax Returns and claims for refunds and any audit, litigation or other proceeding with respect to the assets, operations or activities of the Company. Each Party will retain and (upon the other Party's request) make their respective books and records (including work papers in the possession of their respective accountants), relevant personnel and other materials relevant to the preparation of such Tax Returns or Tax audits, litigation and other proceedings for inspection and copy by the other Parties (or their duly appointed representatives) at reasonable times during normal business hours.

(e) **Control of Tax Audits, Litigation and Proceedings.** Immediately after the receipt of notice of any audit, litigation or other proceeding relating to any Pre-Closing Tax Period or Straddle Period, the Party receiving notice of such audit, litigation, or other proceeding, will send written notice to the other Party, together with a copy or description of such notice and copies of all relevant working papers and other documents and data in their possession or under their control; provided, however, that the failure of the notified party to give any other party notice as provided herein shall not relieve such other party of its indemnification obligations under Article IX except to the extent that such other party is actually and materially prejudiced thereby.

(i) The Sellers together will have the right to contest and defend (at their own expense) against all audits, litigation or other proceedings related solely to pass-through items in any Pre-Closing Tax Period that would be reflected directly on the Sellers' Tax Returns; *provided that:* (A) the Sellers will permit the Purchaser to participate in the contest and defense of all such audits, litigation or other proceedings at its own expense, and (B) the Sellers may not settle any such audit, litigation or other proceeding without the Purchaser's consent (not to be unreasonably withheld, conditioned or delayed) if such settlement would impact the Taxes of the Purchaser or the Company for any Post-Closing Tax Period or Post-Closing Straddle Period.

(ii) The Purchaser will have the right to contest and defend against all other audits, litigation or other proceedings related to any Pre-Closing Tax Period or Straddle Period at the Purchaser's cost and expense; *provided that:* (A) the Purchaser will permit the Sellers to participate in the contest and defense of all such audits, litigation or other proceedings at such the Sellers' own expense, and (B) the Purchaser may not settle any such audit, litigation or other proceeding without the Sellers' consent (not to be unreasonably withheld, conditioned or delayed) if such settlement would increase any indemnity obligation of the Sellers.

(iii) For the avoidance of doubt, in the event that any conflict arises between the provisions of this Section 8.4(e) and the provisions of Section 9.5, the provisions of this Section 8.4(e) shall govern.

(f) **Tax Indemnity**. The Sellers shall indemnify and hold harmless the Purchaser Indemnitees from any and all Damages relating to or arising from: (i) all Taxes of the Company (or for which the Company is liable) for any Pre-Closing Tax Period, (ii) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company (or any predecessor) is or was a member before the Closing Date, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar state, local or foreign Law, (iii) Taxes of any Person imposed on the Company as a transferee or successor, by contract or pursuant to any Law or for any other reason, which Taxes relate to an event, agreement or transaction occurring on or before the Closing Date, (iv) any breach of the covenants contained in this Section 8.4, and (v) any employment Taxes of the Company incurred in connection with the transactions contemplated by this Agreement, except, in each case, to the extent such Taxes are reflected as a liability in the Net Working Capital as finally determined.

(g) **Section 338(h)(10) Election.**

(i) At the Purchaser's election, the Company and the Sellers shall join with the Purchaser in making an election under Section 338(h)(10) of the Code (and any similar election under state, local or foreign law) with respect to the purchase and sale of the Shares (a "Section 338(h)(10) Election"). If the Purchaser elects to make a Section 338(h)(10) Election, the Purchaser shall deliver to the Sellers an IRS Form 8883 (including the calculation and allocation of the Purchase Price) and any similar forms under applicable state, local, or foreign Tax law (collectively, the "Forms") prepared by the Purchaser, and the Sellers shall file an IRS Form 8883 and any similar forms under applicable state, local, or foreign Tax law consistent with the Forms prepared by the Purchaser. The Forms shall be timely filed by each Party as required by law. All Tax Returns shall be prepared and filed consistently with the Forms, and the Sellers, the Company and the Purchaser shall report the acquisition by the Purchaser of the Shares pursuant to this Agreement consistent with the Section 338(h)(10) Election and shall not take a position contrary thereto or inconsistent therewith in any Tax Return, any discussion with or proceeding before any taxing authority, for accounting purposes or otherwise. If the Purchase Price is adjusted pursuant to this Agreement, such allocation shall be adjusted by the Purchaser. Not later than thirty (30) days prior to the filing of their respective Forms relating to this transaction, the Purchaser and each of the Sellers shall deliver to the other party a copy of its Forms.

(ii) Prior to the Closing Date, the Sellers and the Company shall not revoke the Company's election to be taxed as an S corporation within the meaning of Sections 1361 and 1362 of the Code. Neither the Sellers nor the Company shall take or allow any action (other than the sale of the Purchased Shares pursuant to this Agreement) that would result in the termination of the Company's status as a validly electing S corporation within the meaning of Sections 1361 and 1362 of the Code.

8.5 Director and Officer Indemnification.

(a) The Purchaser agrees that all rights to indemnification or exculpation existing in the Company's Governing Documents or Contracts in favor of, and all limitations on the personal liability of, each present and former director, manager and officer of the Company (collectively, the "D&O Indemnified Parties") will continue in full force and effect for a period of not less than six (6) years from the Closing Date in accordance with their terms as in effect on the date of this Agreement; *provided, however, that* (i) any such provision may be amended, repealed or modified (A) as it applies to officers, directors or managers of the Company who were not officers, directors or managers of the Company before the Closing or (B) in any manner that is not adverse in any material respect to the D&O Indemnified Parties and (ii) all rights to indemnification in respect of any claims asserted or made within such period shall continue until the disposition of such claim.

(b) The D&O Indemnified Parties are intentional third-party beneficiaries of this Section 8.5 and may enforce its provisions. The obligations under this Section 8.5 may not be terminated or modified in any manner that adversely affects any D&O Indemnified Party in any material respect without the consent of such affected D&O Indemnified Party.

(c) The Purchaser (including its successors and assigns) will not consolidate with or merge into any other Person or transfer all or substantially all of its assets to any Person, unless the Purchaser (including its successors and assigns) continue as the surviving Person of such consolidation or merger or the successors and assigns of the Purchaser assume the Purchaser's obligations under this Section 8.5.

8.6 Company Confidential Information. Each Seller acknowledges that, through its direct or indirect ownership interest in the Company, such Seller has obtained Confidential Information of the Company (the "Company Confidential Information"). Each Seller acknowledges that furnishing Company Confidential Information to third parties would be detrimental to the Purchaser and the Company and would place the Purchaser and the Company at a competitive disadvantage. Each Seller severally agrees that it shall not at any time during the five (5) year period following the Closing Date, directly or indirectly, use or disclose any Company Confidential Information to any Person or direct or permit any of such Seller's Affiliates to use or disclose Company Confidential Information to any Person. The foregoing restrictions and obligations under this Section 8.6 shall not apply to: (i) any Company Confidential Information that is or becomes generally available to the public other than as a result of a disclosure, directly or indirectly, by a Seller, (ii) any information obtained by a Seller from a third party on a non-confidential basis, provided that such third party is not known by such Seller to be bound by a confidentiality agreement with, or other legal or fiduciary obligation to, the Purchaser or the Company that prohibits the disclosure of Company Confidential Information, (iii) any information a Seller is required by Law, legal process or regulation to disclose, provided that such disclosing Seller shall provide the Purchaser and the Company with prompt written notice of any such request or requirement so that the Purchaser and the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 8.6, *provided further* that such disclosing Seller shall cooperate with the Purchaser and the Company in seeking such a protective order and/or other appropriate remedy, or (iv) any disclosure to a Seller's accountants, attorneys, advisors, Affiliates, members, partners and direct and indirect owners, *provided that* such Seller shall advise such Persons of the confidential nature of such Company Confidential Information, such Persons shall agree to

be bound by the terms of this Section 8.6, and such Seller shall be responsible for any unauthorized disclosure by such Persons of any such Company Confidential Information. Each Seller agrees that money damages would not be a sufficient remedy for any breach (or threatened breach) of this Section 8.6 by a Seller or its Affiliates and that the Purchaser and the Company shall be entitled to equitable relief, including injunction and specific performance, pursuant to Section 11.15 as a remedy for any such breach (or threatened breach), without proof of damages, and each Party further agrees to waive, and use its best efforts to cause its Affiliates to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Such remedies shall not be the exclusive remedies for breach of this Section 8.6, but will be in addition to all other remedies available at law or in equity.

8.7 Release. Effective as of the date hereof, each Seller and each of their respective successors and assigns (such persons, the "Releasors"), severally and not jointly, hereby releases, acquits and forever discharges, to the fullest extent permitted by law, the Purchaser and its Affiliates, the Company, its respective former, current or future officers, managers, directors, employees, counsel and agents, and all securityholders of the Company as of the date hereof (each, an "Equityholder Releasee"), from and against any and all actions, causes of action, claims, demands, damages, judgments, debts, dues and suits of every kind, nature and description whatsoever, which such Seller or such Seller's Releasors ever had, now has or may have on or by reason of any matter, cause or thing whatsoever that arose on or before the Closing Date (each, a "Released Claim"). Such Seller, and such Seller's Releasors, agrees not to assert any Released Claim against the Equityholder Releasees. Notwithstanding the foregoing, each Seller, and such Seller's Releasors, retains, and does not release, (a) its rights and interests under the terms and conditions of this Agreement or (b) claims recoverable under any insurance policy maintained by the Company.

ARTICLE IX
INDEMNIFICATION

9.1 Common Indemnification Obligations of the Sellers. After the Closing, the Sellers shall jointly and severally indemnify the Purchaser, its Affiliates and each of their respective equityholders, directors, partners, officers, successors and permitted assigns (collectively, the "Purchaser Indemnitees") from and against all Damages sustained or incurred by any Purchaser Indemnitee arising from or related to:

(a) any inaccuracy in or breach of the representations and warranties in Article III;

(b) any breach by the Company of, or failure by the Company to comply with, any of its pre-Closing covenants or obligations under this Agreement;

(c) any Indebtedness and/or Transaction Expenses not reflected in the calculation of the Net Purchase Price;

(d) as set forth in Section 8.4(f);

(e) any governmental investigation, litigation, claim, suit, action, proceeding, billing claim or discrepancy, compliance claim or deficiency, or audit relating to facts and circumstances arising before the Closing in respect of the Company's business;

(f) any claim by any Seller or former securityholder of the Company relating to the transactions contemplated hereby, including, without limitation, with respect to equity interests in the Company and the payment of the Net Purchase Price between the Sellers; or

(g) any fraud or intentional misrepresentation committed by the Company.

9.2 Individual Indemnification Obligations of the Sellers. After the Closing, each Seller shall severally and not jointly indemnify the Purchaser Indemnitees from and against all Damages sustained or incurred by any Purchaser Indemnitee arising from or related to:

(a) any inaccuracy in or breach of such Seller's individual representations and warranties in Article IV;

(b) any breach by such Seller of, or failure by such Seller to comply with, any of its covenants or obligations under this Agreement; or

(c) any fraud or intentional misrepresentation committed by such Seller.

9.3 Limitations on Indemnification Obligations of the Sellers. The obligations of the Sellers pursuant to Section 9.1 and Section 9.2 are subject to the following limitations:

(a) **Survival of Representations and Warranties.** The representations and warranties in Article III and Article IV, and the Purchaser Indemnitees' corresponding rights to indemnification pursuant to Section 9.1 and Section 9.2, will survive the Closing (and none will merge into any instrument of conveyance) as follows:

(i) The representations and warranties made in Section 3.1 (Organization), Section 3.2 (Power and Authority), Section 3.3 (Enforceability), Section 3.6 (Capitalization), Section 3.9 (No Undisclosed Liabilities), Section 3.20 (Taxes), Section 3.27 (Health Care Compliance), Section 3.29 (Brokers), Section 4.1 (Power and Authority), Section 4.2 (Enforceability) and Section 4.6 (Brokers) (collectively, the "Extended Representations") and claims made under Section 9.1(b) through Section 9.1(g)] or Section 9.2(b) through Section 9.2(c) will survive until the tenth anniversary of the Closing Date.

(ii) All representations and warranties made in Article III and Article IV other than the Extended Representations will survive until the twelve (12) month anniversary of the Closing Date.

(iii) All covenants set forth herein shall survive the Closing Date in accordance with their respective terms.

(b) **Indemnification Caps; Priority of Recovery.** The Purchaser Indemnitees will not be entitled to recover under Section 9.1 and Section 9.2 for any Damages that, in the aggregate, exceed the Indemnification Cap; *provided, however*, that the foregoing limitation shall not apply to (and Damages not count towards the Indemnification Cap in respect of): (A) claims made for any inaccuracy in or breach of any Extended Representations, or (B) claims made under Section 9.1(b) through Section 9.1(h) or Section 9.2(b) through Section 9.2(c). Notwithstanding anything herein to the contrary, the Purchaser Indemnitees shall first recover any Damages from the amount of funds then-available from the Escrow Amount until

such amount is exhausted, following which time the Purchaser Indemnitees shall thereafter recover the remaining Damages, if any, against the Sellers in accordance with the terms and subject to the conditions set forth herein and in the Escrow Agreement.

(c) **Other Limitations.** The Purchaser Indemnitees will not be entitled to recover under Section 9.1:

(i) to the extent that the Damages underlying the subject matter of the claim were reflected in the calculation of the Net Working Capital as finally determined pursuant to Section 1.3.

(ii) to the extent of insurance proceeds that are actually recovered by the Purchaser Indemnitees in connection with the facts and circumstances underlying such indemnification claim (net of all out-of-pocket expenses directly related to such recovery and the present value of any associated increase in premiums); and

(iii) to the extent of any indemnity, contribution or other similar payments and claims received or actually recovered from Third-Parties.

(d) **Survival of Claims**. Any claim for indemnification made by a Purchaser Indemnitee under Section 9.1 or Section 9.2 must be raised in a writing delivered to the Sellers by no later than the applicable survival date set forth above and, if raised by such date, then such claim and the right to indemnification with respect thereto shall remain in effect without regard to when such matter shall have been finally determined and disposed of as of such expiration date until final resolution thereof.

(e) **Calculation of Damages**. Notwithstanding anything herein to the contrary, for purposes of the Sellers' indemnification obligations under this Article IX, all of the representations and warranties set forth in this Agreement or any certificate or schedule that are qualified as to "material," "materiality," "material respects," "Material Adverse Effect" or words of similar import or effect shall be deemed to have been made without any such qualification for purposes of determining: (i) the amount of Damages resulting from, arising out of or relating to any such breach of representation or warranty and (ii) whether a breach of any such representation or warranty has occurred.

(f) **Risk Allocation**. The representations, warranties, covenants and agreements made herein, as modified by the Disclosure Schedule, together with the indemnification provisions herein, are intended, among other things, to allocate the economic cost and the risks inherent in the transactions contemplated hereby between the Parties and, accordingly, a Party shall be entitled to indemnification or the other remedies provided in this Agreement by reason of any breach of any such representation, warranty, covenant or agreement by another Party, notwithstanding whether any employee, representative or agent of the Party seeking to enforce a remedy knew or had reason to know of such breach and regardless of any investigation by such Party.

9.4 Indemnification Obligations of the Purchaser. The Purchaser will indemnify the Sellers, their respective Affiliates and each of their respective equityholders, directors, limited liability company managers, partners, officers and successors and permitted assigns from

and against all Damages sustained or incurred by any Owner Indemnitee arising from or related to:

(a) any inaccuracy in or breach of any of the representations and warranties in Article V; or

(b) any breach by the Purchaser of, or failure by the Purchaser to comply with, any of its covenants or obligations under this Agreement.

9.5 Third-Party Claims. If a Third-Party notifies any Persons entitled to indemnification under this Article IX (as applicable, the "Indemnified Parties") with respect to any matter (a "Third-Party Claim") that may give rise to a claim by such Indemnified Parties for indemnification against any Persons from whom indemnification may be sought under this Article IX (as applicable, the "Indemnifying Parties"), then the Indemnified Parties will promptly deliver written notice thereof to each Indemnifying Party; *provided, however, that* no delay in delivering such notice will relieve the Indemnifying Parties from any indemnification obligation under this Agreement unless and to the extent the Indemnifying Parties are actually prejudiced. Any such written notice will state with reasonable specificity: (x) the events, facts, circumstances and conditions of which the Indemnified Party received notice, (y) the basis under this Article IX upon which the Indemnified Parties' indemnification claim is asserted, and (z) the amount or estimated amount of Damages reasonably anticipated by the Indemnified Parties (to the extent known or estimable).

(a) The Indemnifying Parties will have the right to contest and defend against the Third-Party Claim at the Indemnifying Parties' sole cost and expense and with the advice of legal counsel of their choice (reasonably acceptable to the Indemnified Parties); *provided that* the Indemnifying Parties notify the Indemnified Parties, in writing within thirty (30) calendar days after receiving notice of the Third-Party Claim from the Indemnified Parties, that the Indemnifying Parties are assuming the contest and defense against the Third-Party Claim and stating that the Indemnifying Parties would be liable under the provisions of this Article IX in the amount of such Third-Party Claim if such Third-Party Claim were successful on the merits and that the Indemnifying Parties shall be responsible for all Liabilities relating to such claim and that it will provide indemnification to the Indemnified Parties with respect to such claim; *provided, further*, that the assumption of defense of any such matters by the Indemnifying Parties shall relate solely to the claim, liability or expense that is subject or potentially subject to indemnification hereunder; *provided, further*, that the option to assume the defense shall not be available to the Indemnifying Parties for Third-Party Claims: (i) where non-monetary relief is sought that is not merely incidental to the monetary relief that is sought, (ii) involving criminal or quasi-criminal allegations, (iii) that could impose Liability on the part of the Indemnified Parties for which the Indemnifying Parties are not entitled to indemnification under this Agreement or (iv) involving the Indemnifying Parties or their Affiliates as parties if counsel to the Indemnifying Parties determines in good faith that joint representation would give rise to a conflict of interest, in each case, for which defense shall be assumed by the Indemnified Parties with the right to retain (at the Indemnifying Parties' expense) counsel of their choice, reasonably acceptable to the Indemnifying Parties.

(b) If the Indemnifying Parties elect to contest or defend against a Third-Party Claim in accordance with Section 9.5(a), then the Indemnifying Parties shall not consent to a

settlement of, or the entry of any judgment arising from, the Third-Party Claim or legal proceeding, without the prior written consent of the Indemnified Parties (which consent shall not be unreasonably withheld or delayed).

(c) If any condition in Section 9.5(a) is or becomes unsatisfied, then: (i) the Indemnified Parties may, in good faith and with the advice of legal counsel, contest, defend against, consent to the entry of any judgment on or enter into any settlement with respect to the Third-Party Claim in any manner that the Indemnified Parties reasonably deem appropriate (*provided that* the Indemnified Parties provide the Indemnifying Parties prior written notice of the Indemnified Parties' intention to settle the Third-Party Claim), (ii) the Indemnifying Parties will reimburse the Indemnified Parties for the reasonable attorneys' fees and expenses of contesting, defending against and settling the Third-Party Claim after receipt by the Indemnifying Parties of itemized bills for such fees and expenses (which will be subject to the Indemnifying Parties' approval, not to be unreasonably withheld), and (iii) the Indemnifying Parties will remain responsible for any Damages that the Indemnified Parties suffer resulting from or relating to the Third-Party Claim as provided in this Article IX. The foregoing notwithstanding, if the Indemnified Parties propose to settle a Third-Party Claim before a final judgment therein or propose to forego any appeal with respect thereto, then the Indemnified Parties will give prompt written notice thereof to the Indemnifying Parties and the Indemnifying Parties may participate in the settlement of such Third-Party Claim.

9.6 Recovery from Third Parties. Each Indemnified Party will use commercially reasonable efforts to pursue any available claims for insurance and other payments or recoveries from Third Parties with respect to their indemnifiable Damages; *provided*, that: (i) the costs associated therewith shall be Damages subject to applicable indemnification hereunder, (ii) this provision shall not otherwise be used to delay any indemnification payment otherwise due under this Agreement or deny an Indemnified Party any right to indemnification under this Agreement and (iii) nothing in this provision or otherwise shall require any Purchaser Indemnitee to assert any rights against any clients, customers, suppliers and vendors of the Company.

9.7 Remittance of Recovered Amounts. Without limiting the Indemnifying Parties' rights under Section 9.5, if any Indemnified Party recovers from a Third-Party any amount in respect of a matter for which the Indemnifying Parties have indemnified the Indemnified Parties pursuant to this Article IX, then such Indemnified Party will promptly pay over to the Indemnifying Parties such recovered amount, but not in excess of any amount previously paid by the Indemnifying Parties to or for the account of the Indemnified Parties in respect of such claim.

9.8 Adjustment to the Initial Adjusted Purchase Price. All payments made to or on behalf of any Party as indemnification under this Agreement will be treated as adjustments to the Initial Adjusted Purchase Price for Tax purposes, unless otherwise required by Law.

9.9 Exclusive Remedy. Indemnification under this Article IX is the sole and exclusive remedy for any inaccuracy in or breach of any representations and warranties in this Agreement, breach of or failure to comply with any covenant or obligation under this Agreement, or any claim otherwise arising from or related to this Agreement other than with respect to fraud, willful breach or intentional misrepresentation; *provided, however*, that the Parties will be entitled to specific performance, injunctive relief and other equitable remedies for breaches of or failures to comply with the covenants and obligations in this Agreement.

ARTICLE X
DEFINITIONS; ACCOUNTING PRINCIPLES

10.1 Definitions.

"Company" is defined in the preamble to this Agreement.

"Company Documents" is defined in Section 3.2.

"Affiliate" means, with respect to a particular Person, (i) any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person, (ii) any of such Person's spouse, siblings (by law or marriage), ancestors and descendants and (iii) any trust for the primary benefit of such Person or any of the foregoing. The term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities or equity interests, by contract or otherwise.

"Agreement" is defined in the preamble to this Agreement.

"Arbitrating Accountant" means (i) a regionally or nationally recognized certified public accounting firm jointly selected by the Purchaser and the Sellers that has not performed accounting, tax or auditing services for the Purchaser and its Affiliates or the Company during the three (3) years preceding its appointment as Arbitrating Accountant, or (ii) if the Purchaser and the Sellers are unable to agree on an accountant, then a nationally recognized certified public accounting firm jointly selected by the accountant nominated by the Purchaser and the accountant nominated by the Sellers.

"Business Day" means a day that is not a Saturday, Sunday or legal holiday on which banks are authorized or required to be closed in New York, New York.

"Closing" is defined in Section 2.1.

"Closing Date" is defined in Section 2.1.

"Closing Statement Dispute" is defined in Section 1.3(c)(i).

"COBRA" is defined in Section 3.16(f).

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" is defined in the preamble to this Agreement.

"Company Confidential Information" is defined in Section 8.6.

"Company Trade Secret" is defined in Section 3.19(e).

"Competing Transaction" is defined in Section6.7(b).

"Confidential Information" means, with respect to a particular Party, all confidential, proprietary and trade secret information (including all tangible and intangible embodiments thereof) that concerns such Party or any of its Affiliates or their respective

businesses, the services, processes, therapies, treatments or products offered by such Party and its Affiliates, the patients with whom such Party or any of its Affiliates has or had a clinical or testing relationship, the hospitals and other health care facilities that are under contract with such Party or any of its Affiliates, the relationships among such Party and its Affiliates, or the research and development efforts and products of such Party and its Affiliates, including lists of and information regarding current and prospective patients, customers, referral sources, third-party payors, vendors and suppliers of such Party and its Affiliates, personnel information (including the identity of former, current and prospective personnel (whether employed or engaged as independent contractors) and other business associates of such Party and its Affiliates and the responsibilities, competence and abilities of such Persons), computer programs, unpatented inventions, discoveries or improvements, treatment techniques and results, marketing, manufacturing, or organizational research and development, contracts and contractual relations, licenses, accounting ledgers and financial statements, business plans, forecasts and projections, business methods, pricing and financial information, information concerning planned or pending acquisitions or divestitures, and information concerning purchases of real property or major equipment or other personal property, and any other information or data that such Party and its Affiliates treats as proprietary or designates as confidential information, whether or not owned or developed by such Party or any of its Affiliates; *provided, however, that* "Confidential Information" does not include any information that has been made generally available to the public (other than through a Party's breach of this Agreement or by a third-party's breach of a confidentiality covenant).

"Contemplated Transactions" means the transaction contemplated by this Agreement and the other Transaction Documents.

"Contingent Workers" is defined in Section 3.15(a).

"Contract" means any agreement, contract, obligation, promise or undertaking (whether written or oral and whether express or implied) that is legally binding.

"Damages" means any loss, Liability, Encumbrance, demand, claim, action, cause of action, cost, assessment, levy, regulatory, legislative or judicial proceeding or investigation, damage (including, without limitation, consequential, indirect, incidental and damages calculated by application of a multiple), deficiency, lost profits, diminution in value, Tax, penalty, fine or expense, whether or not arising out of third party claims (including interest, penalties, reasonable attorneys', accountants' and other professionals' fees and expenses, court costs and all amounts paid in investigation, defense or settlement of any of the foregoing); *provided,* that in no event shall Losses include any punitive, special or exemplary damages except to the extent the same are directly incurred by an Indemnified Party in connection with a third party claim.

"Debt Financing" is defined in Section 6.5.

"Disclosure Schedule" is defined in the preamble to Article III.

"Dispute Notice" is defined in Section 1.3(c)(i).

"Dispute Period" is defined in Section 1.3(c)(i).

"D&O Indemnified Parties" is defined in Section 8.5(a).

"Employee Benefit Plan" means any: (a) employee benefit plan within the meaning of ERISA §3(3), including any pension, retirement, savings, disability, medical, dental, health, life, death benefit, group insurance or profit sharing plan, programs, agreements, contracts or arrangements, (b) any deferred compensation, stock option, stock purchase, bonus, incentive, vacation, tuition reimbursement, severance, employment, executive compensation, change in control, or other benefit plan, trust, agreement, contract, arrangement, policy or commitment and (c) and plan or arrangement providing for compensation to employee or non-employee directors, whether any of the foregoing is funded, insured or self-funded, written or oral, (i) sponsored, contributed to or maintained by the Company or covering or providing benefits to any of the Company's current or former employees (or their beneficiaries), (ii) to which the Company is party or are bound, or (iii) with respect to which the Company has made any payments, contributions or commitments or has or may otherwise have any liability (whether or not such Employee Benefit Plan is still maintained).

"Employment Agreements" is defined in Section 2.4(c).

"Encumbrance" means any mortgage, easement, encroachment, burden, title defect, charge, claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal or other restrictions or limitations of any nature whatsoever, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"End Date" is defined in Section 7.1(b).

"Environmental Laws" means all Laws and Orders that pertain to natural resources and the environment, public and worker health and safety and the identification, reporting, generation, manufacture, processing, distribution, use, treatment, storage, disposal, emission, discharge, release, transport and other handling of Hazardous Materials.

"Environmental Permits" means licenses, permits, registrations, governmental approvals, agreements and consents that are required under or are issued pursuant to Environmental Laws.

"Equipment" means all furniture, fixtures, vehicles, machinery, equipment and other tangible personal property (other than Inventory) owned or leased by the Company.

"Equityholder Releasee" is defined in Section 8.8.

"ERISA" means the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001, *et seq.*

"ERISA Affiliate" means any entity that would have ever been considered a single employer with the Company under ERISA §4001(b) or part of the same "*controlled group*" as the Company for purposes of ERISA §302(d)(3).

"Escrow Agent" means SunTrust Bank.

"Escrow Agreement" is defined in Section 1.4(a)(iii).

"Escrow Amount" means the sum of the Indemnity Escrow Amount plus the Net Working Capital Escrow Amount.

"Estimated Adjustment Amount" means the Estimated Net Working Capital minus the Net Working Capital Target, which amount may be a positive or negative number; *provided, however*, that if such amount is between ⁅ ⁆ then the Estimated Adjustment Amount shall be treated for all purposes hereunder as being zero (-0-).

"Estimated Net Working Capital" is defined in Section 1.3(a).

"Excess" is defined in Section 1.4(b)(ii).

"Extended Representations" is defined in Section 9.3(a)(i).

"False Claim Act" is defined in Section 3.27(d).

"Final Adjustment Amount" means the Net Working Capital as finally determined pursuant to Section 1.4(c) minus the Net Working Capital Target, plus or minus, as applicable, any additional adjustments related to Indebtedness or Transaction Expenses as contemplated by Section 1.4. For the avoidance of doubt, the Final Adjustment Amount may be positive or negative. Notwithstanding the foregoing, if the amount by which the Net Working Capital as finally determined pursuant to Section 1.4(c) is between ⁅ ⁆ for purposes of determining the Final Adjustment Amount, such amount shall be treated as being (-0-).

"Final Submissions" is defined in Section 1.3(c)(iii).

"Financial Statements" is defined in Section 3.8.

"Governing Documents" means, with respect to a particular Person, (i) if a corporation, the articles or certificate of incorporation and bylaws, (ii) if a general partnership, the partnership agreement and any statement of partnership, (iii) if a limited partnership, the limited partnership agreement and certificate of limited partnership, (iv) if a limited liability company, the articles or certificate of organization or formation and any limited liability company or operating agreement, (v) if another type of Person, all other charter, trust and similar documents adopted or filed in connection with the creation, governance, management or operation of the Person, (vi) all equityholders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements and other agreements and documents relating either to the creation, governance, management or operation of any Person or to the rights, duties and obligations of such Person's equityholders, and (vii) all amendments or supplements to any of the foregoing.

"Government Authority" means any (i) national, federal, state, provincial, county municipal or local government, foreign or domestic, (ii) political subdivision of any of the foregoing, or (iii) entity, authority, agency, ministry or other similar body exercising any legislative, executive, judicial, regulatory or administrative authority or functions of or pertaining to government, including any commission, tribunal or other quasi-governmental entity established to perform any such function.

"Guarantor" is defined in the preamble to this Agreement.

"Hazardous Materials" means pollutants, contaminants, pesticides, petroleum or petroleum products, radioactive substances, solid wastes or hazardous or extremely hazardous, special, dangerous, or toxic wastes, substances, chemicals or materials within the meaning of any Environmental Law.

"Health Care Laws" means (a) all Laws applicable to nuclear pharmacies, including, without limitation, the Laws and policies of the United States Food and Drug Administration, including without limitation, the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 et. seq., the United States Nuclear Regulatory Commission or a state agency exercising nuclear regulatory authority pursuant to an agreement with the United States Nuclear Regulatory Commission, and state health departments and boards of pharmacy; (b) all Laws related to billing or submission of claims, reimbursement or health care fraud and abuse including (i) the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), (ii) the federal Physician Self-Referral Prohibition (commonly referred to as the "Stark Law") (42 U.S.C. §1395nn), (iii) the federal False Claims Act (31 U.S.C. §3729 et seq.), (iv) the federal Civil Monetary Penalties Law (42 U.S.C. §1320a-7a), (v) the federal Exclusion Laws (42 U.S.C.§1320a-7), (vi) the Program Fraud Civil Remedies Act (31 U.S.C. §§3801-3812), (vii) the regulations promulgated pursuant to each of the foregoing statutes, and (viii) applicable counterpart state or local Laws to any of the foregoing; (c) medical records and patient privacy and security Laws, including HIPAA; (d) the Patient Protection and Affordable Care Act (Pub. L. 111−148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111−152), and the regulations promulgated pursuant to each of the foregoing Laws; and (e) any other Laws governing arrangements among manufacturers, pharmacies, providers, patients and health care professionals or rules of professional conduct, relating to the regulation of the business of the Company.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended by the HITECH Act, and as otherwise may be amended from time to time, including the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transactions Standards (45 C.F.R. Parts 160 and 162), and the Security Standards (45 C.F.R. Parts 160, 162 and 164) promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996, as amended by the HIPAA Omnibus Rule.

"HITECH Act" means the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations, as amended by the HIPAA Omnibus Rule.

"Indebtedness" means the combined principal amount of, and accrued interest and prepayment penalties or breakage fees with respect to the Company's: (i) indebtedness for borrowed money (including all outstanding amounts under notes, bonds, debentures, mortgages and similar instruments), (ii) obligations in respect of capitalized leases, (iii) reimbursement obligations and obligations with respect to letters of credit (to the extent drawn), bankers' acceptances, bank guarantees, surety bonds and performance bonds, whether or not matured; (iv) obligations to pay the deferred purchase or acquisition price of property or services, other than trade accounts payable arising, and accrued expenses incurred, in the ordinary course of business

granting any right to use or practice any rights under any Intellectual Property owned by the Company or any other Person.

"Interim Financial Statements" is defined in Section 3.8.

"Inventory" means all of the Company's raw materials, work in process and finished goods inventory (together with their related service parts, packing materials and supplies) and all drugs, devices and other disposables and consumables owned by the Company and used in their businesses.

"IRS" means the United States Internal Revenue Service.

"Knowledge of the Company" means the actual knowledge of any of the Sellers of a particular fact, circumstance or condition, in each case after due inquiry.

"Law" means any federal, state, local, municipal, foreign, international, multinational or other constitution, statute, law, rule, regulation, ordinance, code, principle of common law or treaty.

"Leased Real Estate" is defined in Section 3.17(b).

"Liability" means any obligation or liability (direct or indirect, matured or unmatured, absolute, accrued or unaccrued, asserted or unasserted, contingent or otherwise) that is material to the Company on a consolidated basis, whether or not required by income tax basis to be provided or reserved against on a balance sheet.

"Material Adverse Effect" means any fact, circumstance, change or event that:

(i) is materially adverse to the business, assets, financial condition or results of operations of the Company, or

(ii) is materially adverse to the ability of the Parties to consummate the Contemplated Transactions in a timely manner.

The foregoing notwithstanding, no fact, circumstance, change or event will be deemed to be or have a Material Adverse Effect if it results from: (A) changes in economic conditions that generally affect the industry in which the Company operates, (B) changes in applicable Laws and Orders that generally affect the industry in which the Company operates, (C) acts of war, sabotage or terrorism, military actions or the escalation thereof, (D) changes in applicable accounting rules or principles, including changes in income tax basis, (E) any action required by this Agreement, or (F) the announcement of the Contemplated Transactions; *provided, that* in the case of clauses (A) through (D), only to the extent that it does not disproportionately impact the Company compared to other companies in the industry in which the Company operates.

"Material Consents" is defined in Section 2.3(f).

"Material Contract" is defined in Section 3.14.

"Material Customers" is defined in Section 3.26.

"Material Suppliers" is defined in Section 3.26.

"Multiemployer Plan" means an employee pension or welfare benefit plan to which more than one unaffiliated employer contributes and which is maintained pursuant to one or more collective bargaining agreements.

"Net Purchase Price" is defined in Section 1.5(a)(iv).

"Net Working Capital" is defined in Section 1.2(b).

"Net Working Capital Escrow Amount" means

"Net Working Capital Target" means

"Order" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Government Authority or arbitrator.

"Owned Intellectual Property" is defined in Section 3.19(d).

"Parties", each individually a "Party", is defined in the preamble to this Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Permits" means all material licenses, permits, registrations, accreditations, certifications, approvals and consents pending with or issued by Government Authorities.

"Permitted Encumbrances" means: (i) statutory liens for Taxes not yet due or being contested in good faith, and for which adequate reserves have been booked on the Company's financial statements in accordance with income tax basis, (ii) statutory liens of landlords, carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due, (iii) liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, (iv) zoning Laws and other land use restrictions, (v) encumbrances arising under original purchase price conditional sales contracts and equipment leases with Third-Parties entered into in the ordinary course of business, and (vi) in the case of leased property, all matters, whether or not of record, affecting the title of the lessor (and any underlying lessor), and with respect to each of the foregoing clauses, none of which materially interfere with the use of, or materially detracts from the value of, the property encumbered thereby.

"Person" means any natural individual, corporation, partnership, limited liability company, joint venture, association, bank, trust company, trust or other entity, whether or not legal entities, or any governmental entity, agency or political subdivision.

"PET" as defined in Section 3.27(e).

"Post-Closing Straddle Period" is defined in Section 8.4(c).

"Post-Closing Tax Period" means any taxable period (or portion thereof) that is not a Pre-Closing Tax Period.

"Pre-Closing Straddle Period" is defined in Section 8.4(c).

"Pre-Closing Tax Period" means any taxable period (or portion thereof) ending on or before the Closing Date.

"Pro Rata Share" means, the amount set forth opposite the name of each Seller on Appendix I hereto under the heading "Pro Rata Share."

"Purchased Stock" is defined in the recitals to this Agreement.

"Purchaser" is defined in the preamble to this Agreement.

"Purchaser Closing Statement" is defined in Section 1.3(b).

"Purchaser Documents" is defined in Section 5.2.

"Purchaser Group" means: (i) the Purchaser, its Affiliates and their respective officers, employees, agents, representatives, attorneys, consultants, accountants and other advisors, and (ii) the Sponsor and the Purchaser's current or prospective financing sources, their Affiliates and their respective officers, employees, agents, representatives, attorneys, consultants, accountants and other advisors.

"Purchaser Indemnitees" is defined in Section 9.1.

"Receivables" means all of the Company's trade accounts receivable, notes receivable, negotiable instruments and chattel paper, including receivables arising from or related to goods sold or services rendered before or on the Closing Date.

"Release" means any spill, discharge, leach, leak, emission, escape, injection, migration, dumping or other release or threatened release into the environment, whether or not notification or reporting to any governmental agency was or is required, including any Release which is subject to Environmental Laws.

"Released Claim" is defined in Section 8.8.

"Releasors" is defined in Section 8.8.

"Sellers" is defined in the preamble to this Agreement.

"Shortfall" is defined in Section 1.4(b)(i).

"Software" means all computer software (including source code, object code, executable code, data, databases and related documentation), together with all translations, adaptations, modifications, derivations, combinations and derivative works thereof.

"Sponsor" means Webster Capital III, L.P., a Delaware limited partnership.

"Stark Act" is defined in Section 3.27(c).

"Straddle Period" is defined in Section 8.5(a)(i).

"Syndication Documents" is defined in Section 6.5.

"Tax" means, without limitation, any and all federal, state, local, foreign and other net income, gross income, gross receipts, sales, estimated, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, unemployment, disability, social security (or similar) employment, excise, environmental, severance, stamp, occupation, premium, property (including personal property), capital stock, windfall profits, unclaimed property, alternative or add on minimum, customs, duties or other tax, fee, assessment or charge, together with any interest, penalties, additions to tax or additional amounts with respect thereto, including any Liability for Taxes as a transferee or successor (by contract or otherwise) whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, statement and other document, including all amendments thereof and all schedules and attachments thereto, required to be filed in respect of any Tax.

"Third-Party" means any Person other than any of the Parties.

"Third-Party Claim" is defined in Section 9.5.

"Transaction Documents" means this Agreement and the other agreements, documents and instruments delivered by the Parties at the Closing pursuant to either Section 2.4 or Section 2.5.

"Transaction Expenses" means all expenses incurred by the Company and the Sellers in connection with the negotiation, preparation, execution and delivery of the Transaction Documents and the consummation of the Contemplated Transactions, including, without limitation, any change-of-control, sale bonus, severance (other than severance obligations resulting from the termination, if any, of employees in the course of and for the purpose of effecting the Contemplated Transactions) or similar arrangements, in each case, which is triggered as a result of the Contemplated Transactions and which has been approved by the board of directors or managers of the Company, the fees and expenses of the Escrow Agent pursuant to the Escrow Agreement, all costs associated with the D&O Tail Policy, brokerage, attorneys', accountants' and other advisors' fees and expenses payable by the Company that have not been paid as of the Closing.

"Transfer" means to sell, assign, pledge, gift, convey or otherwise dispose of the subject matter of the Transfer.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. §2101, *et seq.*, as amended, and all similar state and local "mass layoff" or "plant closing" Laws.

10.2 Accounting Principles. The classification, character and amount of all assets, liabilities, capital accounts and reserves and of all items of income and expense to be determined, and any consolidation or other accounting computations to be made, and the interpretation of any definition containing any financial term, pursuant to this Agreement will be determined and made in accordance with income tax basis applied consistently with the Company's historical accounting practices.

ARTICLE XI
GENERAL PROVISIONS

11.1 Publicity. Except as otherwise required by Law, permitted by this Agreement or required to be included in notices to and other filings with Government Authorities that are required to effect the Contemplated Transactions, press releases and other publicity concerning the Contemplated Transactions may be made only with the prior agreement of the Sellers and the Purchaser (and in any event, the Parties will use all reasonable efforts to consult and agree with each other with respect to the content of any such required press release or other publicity); *provided, however, that* nothing in this Section 11.1 shall prohibit the Sponsor or any its Affiliates from disclosing the terms of this Agreement or any transaction contemplated hereby to any current or potential investor in the Sponsor or any of its Affiliates or to any potential acquirer of the Purchaser or the Company, in each case, in connection with the ordinary course of the Sponsor's or any of its Affiliates' private equity business.

11.2 Notices. All notices and other communications required or permitted under this Agreement (a) must be in writing, (b) will be duly given (i) when delivered personally to the recipient or sent to the recipient by facsimile (with delivery confirmation retained) or (ii) one (1) Business Day after being sent to the recipient by nationally recognized overnight private carrier (charges prepaid), and (c) addressed as follows (as applicable):

If to the Purchaser or the Surviving Entity:

Pharmalogic Holdings Corp
c/o Webster Capital
950 Winter Street, Suite 4200
Waltham, Massachusetts 02451
Attn: David Malm
Fax: (781) 419-1516

MedEquity Capital, LLC
16 Laurel Avenue, Suite 200
Wellesley Hills, MA 02481
Attn: W. Brandon Ingersoll
Fax: (781) 237-6911

with a copy (not constituting notice) to:

Goodwin Procter LLP
Exchange Place
100 Northern Avenue
Boston, Massachusetts 02210
Attn: John R. LeClaire and Chris Wilson
Fax: (617) 523-1231

If to the Sellers or the Company before the Closing:

1409 East Virginia Street
Evansville, IN 47711
Attn: Timothy Quinton
Fax: _____

with a copy (not constituting notice) to:

Johnson Carroll Norton Kent & Goedde, P.C.
P.O. Box 6016
Evansville, IN 47719
Attn: Edward Johnson
Fax: (812) 425-4233

or to such other respective address as each Party may designate by notice given in accordance with this Section11.2.

11.3 Fees and Expenses. Subject to Section 8.4 and Article IX, each Party will bear all fees and expenses (including financial advisors', attorneys', accountants' and other professional fees and expenses) incurred by such Party in connection with, arising from or related to the negotiation, execution, delivery and performance of the Transaction Documents and consummation of the Contemplated Transactions.

11.4 Entire Agreement. This Agreement (including the schedules and any exhibits hereto), together with the other Transaction Documents, constitutes the complete agreement and understanding among the Parties regarding the subject matter of this Agreement and supersedes any prior understandings, agreement or representations (including that certain letter of intent dated May 16, 2016) regarding the subject matter of this Agreement.

11.5 Amendments. The Parties may amend this Agreement only pursuant to a written agreement executed by the Purchaser and the Sellers.

11.6 Non-Waiver. Except and to the extent set forth in Section 9.9, the Parties' respective rights and remedies under this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. No waiver given will be applicable except in the specific instance for which it was given. No notice to or demand on a Party will constitute a waiver of any obligation of such Party or the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

11.7 Assignment. No Party may assign this Agreement or any rights under this Agreement, or delegate any duties under this Agreement, without the prior written consent of the Sellers and the Purchaser, *provided, however*, that the Purchaser may collaterally assign any or all of its rights hereunder to any lender providing financing (or any refinancing thereof) to the Purchaser or its Affiliates or the purpose of securing financing.

11.8 Binding Effect; Benefit. This Agreement will inure to the benefit of and bind the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, may be construed to give any Person other than the Parties and their respective successors and permitted assigns any right, remedy, claim, obligation or liability arising from or related to this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns.

11.9 Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Upon such determination that any term or other provision is invalid or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

11.10 References. The headings of Articles and Sections are provided for convenience only and will not affect the construction or interpretation of this Agreement. Unless otherwise provided, references to "Article(s)", "Section(s)" and "Exhibit(s)" refer to the corresponding article(s), section(s) and exhibit(s) of or to this Agreement. Unless otherwise provided, references to "Schedule(s)" refer to the corresponding Schedule(s) of the Disclosure Schedule. Each Exhibit and the Disclosure Schedule is hereby incorporated into this Agreement by reference. Reference to a statute refers to the statute, any amendments or successor legislation and all rules and regulations promulgated under or implementing the statute, as in effect at the relevant time. Reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date.

11.11 Construction. Each Party participated in the negotiation and drafting of this Agreement, assisted by such legal and tax counsel as it desired, and contributed to its revisions. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause.

11.12 Governing Law. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

11.13 Consent to Jurisdiction. Each Party hereby: (a) agrees to the exclusive jurisdiction of the federal and state courts of the State of Indiana with respect to any claim or cause of action arising under or relating to this Agreement, (b) waives any objection based on forum non conveniens and waives any objection to venue of any such suit, action or proceeding, (c) waives personal service of any process upon it, and (d) consents that all services of process be made by registered or certified mail (postage prepaid, return receipt requested) directed to it at its address stated in Section 11.2 and service so made will be complete when received. Nothing in this Section 11.13 will affect the rights of the Parties to serve legal process in any other manner permitted by law.

11.14 Waiver of Trial by Jury. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING IN CONNECTION WITH ANY MATTER RELATING TO THIS AGREEMENT.

11.15 Specific Performance. The Parties acknowledge and agree that: (a) any breach of the pre-Closing and Closing covenants and obligations in this Agreement will cause immediate and irreparable harm to the non-breaching Party, which could not be adequately remedied through the payment of monetary damages, (b) if any breach of any such covenant or

obligation occurs, then the non-breaching Party will be entitled to specific performance of such covenant or obligation and injunctive relief (without the posting of a bond or similar security) in addition to such other legal and equitable remedies that may be available (without limiting the availability of legal or equitable, including injunctive, remedies under any other provisions of this Agreement), and (c) the breaching Party hereby waives the claim or defense that an adequate remedy at law exists for such a breach.

11.16 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. The Parties may deliver executed signature pages to this Agreement by facsimile, email transmission or other form of electronic transmission (including pdf). No Party may raise as a defense to the formation or enforceability of this Agreement, and each Party forever waives any such defense, either: (a) the use of a facsimile, email transmission or other form of electronic transmission to deliver a signature or (b) the fact that any signature was signed and subsequently transmitted by facsimile, email transmission or other form of electronic transmission.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The Parties sign this Equity Purchase Agreement as of the date first written above.

PURCHASER: **PHARMALOGIC HOLDINGS CORP.**

By: _____
Name: Steven Chilinski
Title: President

SELLERS:

TIMOTHY M. QUINTON TRUST

By: _____
Name: _____
Title: _____

_____
E. Dean Dome

_____
Harold Quinton, Jr.

THE COMPANY: **RADIOPHARMACY, INC.**

By: _____
Name: Timothy M. Quinton
Title: President

The Parties sign this Equity Purchase Agreement as of the date first written above.

PURCHASER: **PHARMALOGIC HOLDINGS CORP.**

By: _____
Name: Steven Chilinski
Title: President

SELLERS:

TIMOTHY M. QUINTON TRUST

By: _____
Name: Timothy M Quinton
Title: Trustee

_____
E. Dean Dome

_____
Harold Quinton, Jr.

THE COMPANY: **RADIOPHARMACY, INC.**

By: _____
Name: Timothy M. Quinton
Title: President

The Parties sign this Equity Purchase Agreement as of the date first written above.

PURCHASER: **PHARMALOGIC HOLDINGS CORP.**

By: _____
Name: Steven Chilinski
Title: President

SELLERS:

TIMOTHY M. QUINTON TRUST

By: _____
Name: _____
Title: _____

_____
E. Dean Dome

_____
Harold Quinton, Jr.

THE COMPANY: **RADIOPHARMACY, INC.**

By: _____
Name: Timothy M. Quinton
Title: President

The Parties sign this Equity Purchase Agreement as of the date first written above.

PURCHASER: **PHARMALOGIC HOLDINGS CORP.**

By: _____
Name: Steven Chilinski
Title: President

SELLERS:

TIMOTHY M. QUINTON TRUST

By: _____
Name: _____
Title: _____

_____
E. Dean Dome

_____
Harold Quinton, Jr.

THE COMPANY: **RADIOPHARMACY, INC.**

By: _____
Name: Timothy M. Quinton
Title: President

Appendix I

Sellers	Purchased Stock	Net Purchase Price
Timothy M. Quinton Trust	1048 shares	
E. Dean Dome	22 shares	
Elizabeth Dome	22 shares	
Harold R. Quinton, Jr.	48 shares	

Exhibit A

Consents Required

One of the three (3) Sellers, E. Dean Dome, is a party in a Dissolution of Marriage action in which there is a restraining order against the transfer or sale of his assets. It is anticipated that prior to the final closing, the Shareholder, E. Dean Dome, will obtain written authorization from the Kentucky Court overseeing the dissolution action allowing the sale and transfer of his shares of stock.

One of the three (3) Sellers, Harold Quinton, Jr., has stock that is currently restricted as to the sale or transfer to a third party. It is anticipated that the Company and Harold Quinton, Jr., will enter into a written agreement allowing the sale and the transfer of this shares of stock to the Purchaser prior to the Closing.

Exhibit B

Amendments to Organizational Documents

The Articles of the Company were amended to permit up to 1,200 shares of stock to be issued.

UNITED STATES
NUCLEAR REGULATORY COMMISSION
REGION III
2443 WARRENVILLE RD. SUITE 210
LISLE, IL 60532-4352

10/12/2016

Timothy M. Quinton, R.Ph.
President and Radiation Safety Officer
Radiopharmacy Incorporated
1409 East Virginia Street
Evansville, IN 47711

SUBJECT: NRC CONSENT TO DIRECT LICENSE TRANSFER

Dear Mr. Quinton:

By letter dated July 15, 2016 (received at the U.S. NRC Region III office on July 18, 2016), Radiopharmacy Incorporated submitted to the U.S. Nuclear Regulatory Commission (NRC) Region III Office a Request for Consent to a direct License Transfer of NRC Materials License No. 13-26246-01MD. Based on the information provided, we understand that as a result of a proposed stock acquisition of Radiopharmacy Incorporated, control would be directly transferred to Pharmalogic Holdings Corp. We further understand that this transfer will not result in any change to the licensed materials, persons using the licensed material, location of use of licensed material, or persons responsible for the licensee's radiation safety program. Based on information provided, we understand that, on or about October 13, 2016, the licensee intends that all of Radiopharmacy Incorporated's assets will be transferred to Pharmalogic Holdings Corp., and will not result in a name change.

Based on the above understandings and as more fully detailed in the enclosed NRC staff's Safety Evaluation Report which documents the NRC staff's review of the request, we have no objection to the proposed transfer. Please note that you will need to notify us promptly, in writing, after the transaction has been finalized and include a signed copy of the afilliation agreement confirming completion of the transaction. With this information, we can issue an administrative amendment to your NRC license to reflect the transaction, if necessary. If this planned affiliation has not been closed within 30 days of the date of this letter, please notify us in writing. Please contact me at (630) 829-9892, or by e-mail at sara.forster@nrc.gov if you have any questions regarding this letter.

The NRC's Safety Culture Policy Statement became effective in June 2011. While a policy statement and not a regulation, it sets forth the agency's *expectations* for individuals and organizations to establish and maintain a positive safety culture. You can access the policy statement and supporting material that may benefit your organization on NRC's safety culture Web site at http://www.nrc.gov/about-nrc/regulatory/enforcement/safety-culture.html. We strongly encourage you to review this material and adapt it to your particular needs in order to develop and maintain a positive safety culture as you engage in NRC-regulated activities.

In accordance with Title 10 of the *Code of Federal Regulations* Section 2.390, a copy of this letter and its enclosure will be available electronically for public inspection in the NRC Public Document Room or from the NRC's Agencywide Documents Access and Management System (ADAMS), accessible from the NRC Web site at http://www.nrc.gov/reading-rm/adams.html.

Sincerely,

Sara A. Forster

Sara A. Forster, M.S.
Health Physicist
Materials Licensing Branch

License No. 13-26246-01MD
Docket No. 030-31910

Enclosure: NRC Safety Evaluation Report (SER) concerning request for consent to Transfer of Control

SAFETY EVALUATION REPORT
PROPOSED CHANGE OF CONTROL FOR BYPRODUCT MATERIALS LICENSE

Date: 12-October-2016
Docket No.: 030-31910
License No.: 13-26246-01MD
Licensee: Radiopharmacy Incorporated
Address: 1409 East Virginia Street, Evansville, IN 47711
Technical Reviewer: Sara A. Forster, M.S., Materials Licensing Branch, Division of Nuclear Materials Safety

SUMMARY AND CONCLUSIONS:

Radiopharmacy Incorporated ("the transferor") is authorized by NRC License 13-26246-01MD for the possession and medical use of byproduct material. The U.S. Nuclear Regulatory Commission (NRC) staff reviewed a request for consent to an indirect license transfer submitted by the licensee that will result from a stock transfer from the three current owners (Timothy M. Quinton Trust, Harold Quinton, Jr., and E. Dean Dome) to PharmaLogic Holdings Corp. As a result of the purchase, the licensee's name will not change. The indirect transfer of control is described in Agency Documents Access and Management System (ADAMS) accession number ML16200A238.

The request for consent was reviewed by NRC staff for a direct change in control of a Title 10 *Code of Federal Regulations* (CFR) Part 30 license using the guidance in NUREG 1556, Volume 15, "Consolidated Guidance About Materials Licenses - Guidance About Changes of Control and About Bankruptcy Involving Byproduct, Source, or Special Nuclear Materials Licenses," dated November 2000. The NRC staff finds that the information submitted by the licensee sufficiently describes and documents the transaction and commitments made by the transferor and the transferee.

As required by 10 CFR 30.34 and Section 184 of the Atomic Energy Act of 1954, as amended (the Act), NRC staff has reviewed the application and finds that the proposed change in control is in accordance with the Act. The staff finds that, after the change of control, the licensee will remain qualified to use byproduct material for the purpose requested, and will continue to have the equipment, facilities, and procedures needed to protect public health and safety, and to promote the security of licensed material.

SAFETY AND SECURITY REVIEW

The transfer of control of Radiopharmacy Incorporated ("the transferor"), to PharmaLogic Holdings Corp. ("the transferee"), together with any associated amendments, such as a name change, is essentially administrative in nature. Under 63 *FR* 66721, pp. 66727-28, such an administrative amendment, following the review and approval of the transfer itself, "presents no safety questions and clearly involves no significant hazards considerations." Further the Commission has noted that, "Safety Evaluation Reports (SERs) prepared in connection with previous license transfers confirm that such transfers do not, as a general matter, have significant impacts on the public health and safety." Accordingly, the transferee's acquisition of the licensee via transfer of assets by purchase presents no safety questions and involves no significant hazards evaluations.

According to data obtained from the NRC's Web Based Licensing System, the licensee has held an NRC license since January 8, 1991. The NRC most recently conducted main office inspections of the licensee on January 17, 2002, November 20, 2003, January 12, 2006, February 14, 2008, May 12, 2010, August 22, 2012, March 25 through April 1, 2014, and May 11, 2016, and identified no violations during those inspections.

The commitments made by the transferee and the transferor state that the licensee:

A. will not change the radiation safety officer listed in the NRC license;

B. will not change the personnel involved in licensed activities;

C. will not change the locations, facilities, and equipment authorized in the NRC license;

D. will not change the radiation safety program authorized in the NRC license;

E. will not change the organization's name listed on the NRC license; and

F. will keep regulatory required surveillance records.

In addition, for security purposes, because the transferee is Pharmalogic Holdings Corp., the transferee is considered a known entity following the guidance provided by the NRC's Office of Federal and State Materials and Environmental Management Programs (FSME) "Checklist to provide a basis for confidence that radioactive materials will be used as specified on the license," September 3, 2008 revision (basis-for-confidence checklist). This is because the transferee is the parent company to several radioactive materials medical use licenses within NRC and Agreement State jurisdiction, throughout the country. Licenses held by subsidiaries to the transferee include NRC License No. 44-30124-01MD, which was last inspected on July 29, 2014, with no violations identified. The purpose of the basis-for-confidence checklist is for the NRC to obtain reasonable assurance from new license applicants or NRC licensees transferring control of licensed activities that the licensed material will be used for its intended purpose and not for malevolent use. Observations made during inspections of other subsidiaries of the transferee are sufficient to provide reasonable assurance that the licensee, once under the control of the transferee, will use material as intended and not for malevolent purposes.

The licensee is not required to have decommissioning financial assurance based on the types and amount of material authorized by License No. 13-26246-01MD.

REGULATORY FRAMEWORK

License No. 13-26246-01MD was issued under 10 CFR Part 30, "Rules of General Applicability to Domestic Licensing of Byproduct Material." Under 10 CFR 30.34(b), for licenses "issued or granted pursuant to the regulations in [Parts 30] through 36," the Commission is required to determine if the change of control is in accordance with the provisions of the Act, and give its consent in writing. Specifically, no 10 CFR Part 30 licenses, "nor any right under a license shall be transferred, assigned or in any manner disposed of, either voluntarily or involuntarily, directly or indirectly, through transfer of control of any license to any person, unless the Commission shall, after securing full information, find that the transfer is in accordance with the provisions of the Act and shall give its consent in writing."

The review was completed in accordance with NUREG 1556, Volume 15, and informed by 63 *Federal Register* 66721, "10 CFR Parts 2 and 51, RIN 3150-AG09, Streamlined Hearing Process for NRC Approval of License Transfers, Nuclear Regulatory Commission, Final Rule," dated Dec. 3, 1998.

DESCRIPTION OF TRANSACTION

In letter dated July 15, 2016, Radiopharmacy Incorporated ("the transferor") notified the U.S. Nuclear Regulatory Commission that PharmaLogic Holdings Corp. ("the transferee"), intends to acquire all stock in the licensee. The transaction is described in ADAMS accession number ML16200A238. After the transferee purchases the transferor's assets, the licensee will remain in control of all licensed activities under License No. 13-26246-01MD, with no significant changes to key responsible personnel, licensed facilities, or equipment. The NRC staff finds that the request for consent adequately provides a complete and clear description of the transaction, and is consistent with the guidance provided in NUREG-1556, Volume 15, Appendix F. Further, the NRC staff finds that the Transaction, with respect to licensed operations, is limited to a transfer of control that is essentially administrative in nature.

THE TRANSFEREE'S COMMITMENT TO ABIDE BY THE TRANSFEROR'S COMMITMENTS

The NRC staff finds that the commitments and information submitted by the Radiopharmacy Incorporated and PharmaLogic Holdings Corp., under letters dated July 15, 2016 (ML16200A238) and October 4, 2016 (ML16280A373), respectively, are consistent with the guidance outlined in NUREG-1556, Volume 15.

ENVIRONMENTAL REVIEW

An environmental assessment for this action is not required since approvals of direct and indirect transfers of control are categorically excluded under 10 CFR 51.22(c)(21).

CONCLUSION

The staff has reviewed the request for consent submitted by Radiopharmacy Incorporated ("the transferor") and PharmaLogic Holdings Corp. ("the transferee"), with regard to a transfer of control of byproduct materials license No. 13-26246-01MD. The staff has found that the transfer of control, including any associated amendments, is essentially administrative in nature, and has no significant impact on public health and safety. Accordingly, the staff approves the request for consent to a transfer of control pursuant to 10 CFR 30.34(b).

Submitted information sufficiently describes the transaction, and documents both the licensee and the transferee understanding of the license and commitments. Since the change does not affect licensed facilities or personnel directly involved in licensed activities, and is essentially administrative in nature, staff finds that the request demonstrates that the licensee personnel have experience and training sufficient to properly implement and maintain the license. The staff further finds that the licensee and the transferee have committed to maintain existing records, and abide by all existing commitments to the license, consistent with the guidance in NUREG-1556, Volume 15.

In accordance with the above analysis, the staff concludes that the proposed change in control would not alter previous findings, that licensed operations will not be inimical to the common defense and security, or to the health and safety of the public.

Taylor, Tiresha

From: Forster, Sara
Sent: Thursday, October 27, 2016 2:59 PM
To: Taylor, Tiresha
Subject: FW: RE: Radiopharmacy Close
Attachments: SaraForster.pdf; RP Closing doc.pdf; NRC RP.pdf

Could you please scan this in and return to me? Thank you!

From: Richard Van Sant [mailto:rvansant@pharmalogic.info]
Sent: Thursday, October 27, 2016 2:43 PM
To: Forster, Sara <Sara.Forster@nrc.gov>
Subject: [External_Sender] RE: Radiopharmacy Close

Please see attached.

Thank you

Richard L. Van Sant, PharmD
Director Regulatory Affairs
Pharmalogic

7125 Grassmoor Grange Way
Cumming, GA. 30040
Cell: 678.333.5896

From: Forster, Sara [mailto:Sara.Forster@nrc.gov]
Sent: Thursday, October 27, 2016 3:33 PM
To: Richard Van Sant <rvansant@pharmalogic.info>
Subject: RE: Radiopharmacy Close

Could you please resend, including a signed and dated cover letter.

Thank you.

From: Richard Van Sant [mailto:rvansant@pharmalogic.info]
Sent: Thursday, October 27, 2016 2:30 PM
To: Forster, Sara <Sara.Forster@nrc.gov>
Cc: 'Pike, Jennifer L.' <JLPike@ReedSmith.com>
Subject: [External_Sender] Radiopharmacy Close

Sarah,

As requested in your letter (attached) dated 10/12/16, the stock acquisition of Radiopharmacy, Incorporated was transferred to Pharmalogic Holding on 8/31/2016. I have attached the requested document of the transfer.

Regards

Richard

Richard L. Van Sant, PharmD
Director Regulatory Affairs

PharmaLogic

7125 Grassmoor Grange Way
Cumming, GA. 30040
Cell: 678.333.5896