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May 23 2022

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Hon. Perry H. Gravely, Circuit Court Judge

Common Pleas Case No. 2019-CP-23-02032

Appellate Case No. 2021-001177

JULIA SIBLEY-JONES,
*as Personal Representative of
the Estate of William A.L. Si-
bley, Jr.,*

Respondent-Appellant,

v.

DECIDE4ACTION, INC.,

Appellant-Respondent.

Record On Appeal – Volume II

Kimberly T. Thomason (#79179)
Howard W. Anderson III (#100329)
Devon M. Puriefoy (#102097)
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decide4action Inc.
4016 Messina dr.
Lake Mary, FL
32746

Computer Control + Integration Inc.
1200 Woodruff Road Suite C-39
Greenville, SC 29607

March 10, 2017

Att'n: William Sibley

Subject: Letter of Intent to Acquire Computer Control + Integration

Dear Bill,

Decide4action Inc. is pleased to present you with the terms (the "Indicative Offer") under which it would consider the acquisition of CC+I.

1. Selling Price

- Purchase price will be USD 4,400,000 for 100% of the stock of CC+I;
- The transaction will be a stock purchase;
- The Company is Debt Free;
- 90% of the purchase price will be paid in cash at closing with the remaining 10% to be put in Escrow for 12 months with Interest for the Sellers;
- The Escrow shall have a threshold of \$25K, and maximum amount equal to Purchase Price, to submit a claim through arbitration in case of difference from the Representation and Warranties;
- Representations and Warranties to survive for 24 months;
- The offer excludes the cash at closing (for both the checking and savings accounts) and includes the balances of A/R and A/P at closing.

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2. Conditions of the offer

- This LOI is conditional to a due diligence over the last 3 completed years and the current Year to Date;
- The Due diligence shall demonstrate that the average EBITDA of 2015 and 2016 including the recast to be no less than 98% of the EBITDA from the financials of the Offering memorandum and of the financials submitted by Bill Sibley for year 2016;
- The Due diligence shall demonstrate that the YTD Sales to be in line to produce a 2.8M revenue at year end 2017 and an EBITDA consistent with the year 2015 and 2016;

3. Representation and warranty required by the seller

- There is no current litigation or threat of litigation;
- CC+I is in good standing with all applicable regulations;
- There is no union and no labor conflict;
- There is no lien, lease or encumbrance on any asset;
- There is no Customer that have indicated their intention of a significant decline in their future business;
- There is no material Customer warranty issue for any products already delivered;
- The Seller shall not cause any reduction of A/R or increase or A/P prior to closing by changing its current operating procedure;
- The Seller shall not cause any increase or decrease of inventory by changing its current operating procedure;
- The cash at the time of closing will be distributed to the current shareholders prior to closing, any cash not distributed prior to closing will be forfeited by the Seller;
- From the time that this LOI is submitted, the Seller shall not dispose of any asset either by selling, giving or scrapping unless submitted and approved in writing by the Buyer;
- After the signature of the LOI, the Seller shall not acquire any asset (above \$2K) unless submitted and approved in writing by the Buyer;
- There is no existing products defect;
- There is no significant inventory write off required from the value shown on the balance sheet;
- Any Environmental Issue at the current facilities existing as of the date of Closing will be the responsibility of the Seller. The Seller will provide a complete and

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unconditional release for any environment issue for the past and for 90 days after closing for the Greenville, SC facility. The Seller shall have the right to prevent the buyer from making changes to the current process at the facility if these changes would result in new environmental problems that did not exist at closing;

- The Seller will incur the cost of its broker (Buyer represents no engagement or use of broker);
- Each party will be responsible for its own Legal fees. The Buyer will prepare the Share Purchase Agreement (SPA) and associated documents;
- The facility in Greenville, SC is leased from an unrelated third party;
- There are no supply agreement between CC+I and any related party.

4. Personal

- Bill Sibley will remain at his current position for a period of 30 days after closing with the same compensation as he currently has without any bonus. In addition, during the first 12 months Bill Sibley will make himself reasonably available from time to time, free of charge, for meetings at the facility or by phone should the Buyer request his opinion on the Company, its Customers, Vendors or Employee;
- Terry Starrett and Robert Leviner, will remain at their current position for a period of 12 months at their current compensation and numbers of hours. The Seller shall have the right to terminate such employment with a written notice of 30 days. If the buyer wished to retain their services for a longer period then a new agreement shall be negotiated between the parties;
- Tim Clark and Scott Dozier will stay with the company at their current role for a period of at least 5 years;
- The Salaries and benefits of Tim Clark and Scott Dozier will be the same as the current salary for the first 3 years and will be adjusted reasonably for year 4 and 5;
- 5 years non compete agreement for all Sellers;
- Tim Clark and Scott Dozier will be offered to invest in CC+I group as part of the preferential manager's share program. Tim Clark shall invest at least 6.5% (and up to 10%) of CC+I stock and Scott Dozier at least 2.5% (and up to 5%) of CC+I stock. All stock will be purchased at the same price used for Decide4action purchase.

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5. Other

- The buyer shall have 45 days after the signature of the LOI to complete the Due Diligence process;
- The Buyer shall have 90 days after the Completion of the due diligence to complete the acquisition;
- The Buyer and the Seller shall have 90 days to agree on the SPA, if within that period the SPA is not essentially agreed then this LOI shall be null and void;
- The buyer intent to obtain an SBA loan for this acquisition. The Seller will assist as required to provide any required documentation or support visit for this process;
- Should the Buyer be unable to obtain the financing for any reasons then this LOI will become null and void and no compensation nor legal fee will be due from either party;
- After he signature of this LOI and until the LOI becomes nullified by one of its deadline, the Seller shall not engage with any discussions either verbal or written regarding the sales of CC+I to another party.

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This LOI is valid until April 9, 2017.

Richard Bergeron
President and CEO
decide4action Inc

Bill Sibley
CEO
CC+I Inc.

Tim Clark
President
CC+I Inc.

Scott Dozier
VP of Marketing
CC+I Inc.

Terry Starrett
Vice President
CC+I Inc.

Robert Leviner
Vice President
CC+I Inc.

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	CC-H Fiscal 2017 as of 4/28/2017		CC-H Fiscal 2016		CC-H Fiscal 2015		CC-H Fiscal 2014		CC-H Fiscal 2013	
	Annual Salary	Bonus	Annual Salary	Bonus	Annual Salary	Bonus	Annual Salary	Bonus	Annual Salary	Bonus
OWNERS:										
Clark, James T.	\$125,000		\$150,000	\$100,000	\$150,000	\$75,000	\$106,703	\$0	\$97,811	\$0
Dozier, Scott W.	\$86,249		\$103,888	\$100,000	\$100,200	\$75,000	\$77,000	\$0	\$70,583	\$0
Leviner, Robert E.	\$33,412	(*)	\$60,141	\$20,000	\$80,188	\$30,000	\$71,597	\$0	\$64,447	\$0
Sibley Jr, William A. L.	\$125,000		\$150,000	\$80,000	\$150,000	\$65,000	\$162,917	\$0	\$57,500	\$0
Starrett, Frank T.	\$76,934		\$92,321	\$45,000	\$82,321	\$46,000	\$83,921	\$0	\$76,928	\$0
Featherstone, Ernest H.	\$12,000	(**)	\$24,000	\$0	\$24,000	\$0	\$24,000	\$0	\$91,667	\$0
NOTES:										
(*) Began Working Half Time										
(**) Deceased December 2016										
NON-OWNERS:										
Lahti, Diane E.									\$14,241	\$0
Morrow, Holie A.	\$28,225		\$37,500	\$0	\$34,375	\$0	\$7,731	\$0		
Childress, William C.			\$0	\$0	\$44,275	\$0	\$7,497	\$0		
Taylor, Joseph B.	\$38,333		\$46,000	\$15,000	\$43,000	\$0	\$1,867	\$0		
Date of Hire										
Herrmann, Nathan D.	\$52,905		\$59,382	\$15,000						
Date of Hire	--- July 2015									
Viveros, Carlos A.	\$62,028		\$21,863	\$5,000						
Date of Hire	--- Mar. 2016									
Clark, Ryan O.	\$24,904									
Date of Hire	--- Oct. 2016									
Jones, Christopher L.	\$23,750									
Date of Hire	--- Oct. 2016									
Pavatte, Justin D.	\$18,333									
Date of Hire	--- Jan. 2017									





DanCalton
CPA, PA

June 22, 2017

Mr. Richard Bergeron
4016 Messina Drive
Lake Mary, FL 32746

Dear Richard:

This report outlines the results of the due diligence activities performed May 16 and 17, 2017 during our visit to the Computer Control + Integration (CC+I) facility in Greenville, SC. The due diligence activities performed were prescribed by you in conjunction with your potential acquisition of CC+I.

SCOPE AND PROCEDURES

As discussed in our meeting prior to the site visit the financial information supplied by CC+I indicated a low complexity balance sheet and significant increases in revenue reflected in the income statements. As such the plan was to focus on the validity of the revenue reported for the nine months ended March 31, 2017 and to review the current bank reconciliations.

CC+I internally reports revenue as either Project or Maintenance revenue. The rapid growth in revenue over the last 3 years is from Projects. For the 9 months ended March 31, 2017 CC+I has internally reported \$2,722,522 of Project revenue. We selected 18 invoices (see attached schedule) comprising \$2,250,013 (83%) of the total reported as of March 31, 2017. Each invoice was traced to inclusion in CC+I's QuickBooks file as well as to subsequent deposit on a bank statement. No exceptions were noted.

We noted that CC+I internally reported \$1,019,031 of project revenue in the month of March 2017. March Project revenue comprises over 37% of total Project revenue for the 9 months ended March 31, 2017. For the year ended June 30, 2016 May was the highest reported Project revenue month at 23% of the annual total. For the year ended June 30, 2015 July (2014) was the highest reported Project revenue month at 22% of the annual total.

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Dan Calton
CPA, PA

We also noted a significant increase in the size of the average project revenue invoice as reported by CC+I:

9 month ended March 31, 2017	\$61,983
Year ended June 30, 2016	\$39,716
Year ended June 30, 2015	\$23,654

Similar procedures were followed for testing Project revenue for the years ended June 30, 2016 and June 30, 2015. For those two years 22% and 24% (see attached schedules) of Project revenue invoices were traced to inclusion in CC+I's QuickBooks file as well as subsequent deposit on a bank statement. No exceptions were noted.

OTHER ITEMS

Note that CC+I provided a QuickBooks file for financial reporting. CC+I did not provide financial statements that were audited, reviewed, or compiled by a CPA.

Inquiries should be made of CC+I and their legal counsel about the nature and scope of any contingent unrecorded liabilities as of the acquisition date.

CC+I has made no provision for federal and state income taxes in the financial information supplied for due diligence. If reported income is accurate, CC+I will have significant income tax liabilities as of June 30, 2017. It appears that CC+I has made estimated federal tax payments that may be sufficient to prevent an underpayment penalty for the tax year ended June 30, 2017.

CC+I has not provided proper bank reconciliations as of March 31, 2017. During our site visit it was noted that the main operating bank account reconciliation contained several old and large amounts. The updated QuickBooks file that we received on June 20, 2017 indicates an increase to the main operating account of \$443,112 as of March 31, 2017 to a balance of \$1,345,761. The previously reported balance in that account as of March 31, 2017 was \$902,669.

The management of CC+I stated that a copier was leased from Great American Leasing beginning November 2014 for a 36 month term. CC+I further stated that this was the only lease in place with any future obligation in excess of 3 months as of March 31, 2017.

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USE OF REPORT

Any person who is not an addressee of this report is not authorized to have access to this report. Should any unauthorized person obtain access to and read this report, they assume all risk from any decisions made and agree to hold harmless Dan Calton, CPA, PA for any loss incurred from reliance on this report. Our work was performed in accordance with instructions from Richard Bergeron and was performed exclusively for Richard Bergeron.

Dan Calton, CPA, PA

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Lake Mary, FL

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Computer Control + Integration (CC+I)
 Invoices traced to bank statements
 9 months ended March 31, 2017

Amount	Invoice Date	QB Date	Bank Date	Notes
130,241.50	5/23/2016	7/8/2016	7/11/2016	
79,084.00	5/23/2016	7/8/2016	7/11/2016	
40,208.50	5/23/2016	7/8/2016	7/11/2016	
184,344.00	9/15/2016	9/30/2016	10/3/2016	
66,757.63	10/6/2016	11/30/2016	11/28/2016	
54,768.87	8/22/2016	11/14/2016	11/15/2016	
39,849.00	6/6/2016	2/10/2017	2/6/2017	
34,660.00	12/21/2016	2/6/2017	2/8/2017	
175,686.50	8/24/2016	10/24/2016	10/24/2016	
175,686.50	11/3/2016	12/19/2016	12/21/2016	
188,984.00	12/19/2016	1/18/2017	1/19/2017	
56,000.00	12/15/2016	1/18/2017	1/20/2017	
163,671.50	1/19/2017	3/6/2017	3/8/2017	
189,985.00	1/25/2017	3/13/2017	3/14/2017	one deposit 329,518.50
139,533.50	1/25/2017	3/13/2017	3/14/2017	one deposit 329,518.50
180,652.50	1/31/2017	3/20/2017	3/20/2017	
172,519.50	3/6/2017	3/20/2017	3/17/2017	one deposit 349,900.50
177,381.00	3/6/2017	3/20/2017	3/17/2017	one deposit 349,900.50
<u>2,250,013.50</u>				
Project revenue tested				
% project revenue tested				83%
Project revenue, per CC+I	2,722,521.90			
Maint. Revenue, per CC+I	455,290.38			
Other revenue, per CC+I	3,482.02			
Total revenue, per CC+I	<u>3,181,294.30</u>			

Computer Control + Integration (CC+I)
 Invoices traced to bank statements
 FY ended June 30, 2016

Amount	Invoice Date	QB Date	Bank Date	Notes
9,959.00	8/17/2015	9/17/2015	9/18/2015	
6,979.41	6/22/2015	9/21/2015	9/22/2015	
9,959.00	10/22/2015	11/23/2015	11/25/2015	
190,988.51	12/17/2015	2/1/2016	2/1/2016	customer paid late fee
10,750.00	1/29/2016	2/15/2016	2/17/2016	part of total deposit 80,317 on 02/17/16
59,547.50	1/29/2016	2/24/2016	2/17/2016	part of total deposit 80,317 on 02/17/16
39,849.00	2/22/2016	2/22/2016	2/29/2016	
15,680.00	3/20/2016	4/14/2016	4/27/2016	
18,481.00	3/20/2016	4/28/2016	4/28/2016	one deposit 55,442
36,961.00	3/20/2016	4/28/2016	4/28/2016	one deposit 55,442
Project revenue tested	399,154.42			
% project revenue tested	22%			
Project revenue, per CC+I	1,825,222.97			
Maint. Revenue, per CC+I	538,516.03			
Other revenue, per CC+I	-			
Total revenue, per CC+I	2,363,739.00			

Computer Control + Integration (CC+I)
 Invoices traced to bank statements
 FY ended June 30, 2015

Amount	Invoice Date	QB Date	Bank Date	Notes
63,989.04	6/27/2014	9/8/2014	9/8/2014	one deposit 151,670.28
73,577.30	7/17/2014	9/8/2014	9/8/2014	one deposit 151,670.28
14,103.94	6/27/2014	9/8/2014	9/8/2014	one deposit 151,670.28
30,373.00	11/21/2014	12/29/2014	12/31/2014	one deposit 126,009.80
34,325.00	11/21/2014	12/29/2014	12/31/2014	one deposit 126,009.80
30,373.00	11/21/2014	12/29/2014	12/31/2014	one deposit 126,009.80
30,938.80	11/21/2014	12/29/2014	12/31/2014	one deposit 126,009.80
<u>109,462.50</u>	2/19/2015	3/4/2015	3/4/2015	
Project revenue tested	387,142.58			
% project revenue tested	24%			
Project revenue, per CC+I	1,632,147.27			
Maint. Revenue, per CC+I	445,677.81			
Other revenue, per CC+I	11.00			
Total revenue, per CC+I	<u>2,077,836.08</u>			

3:33 PM
08/09/17
Cash Basis

Computer Control + Integration
Profit & Loss
July 2017

Jim Clark
[Signature]

	Jul 17
Ordinary Income/Expense	
Income	
Services	
70100 · Maintenance Income	63,347.57
70200 · Project Income	100,635.50
Total Services	163,983.07
70500 · Discounts given	-13.01
Total Income	163,970.06
Cost of Goods Sold	
50000 · *Cost of Goods Sold	
30240 · Sales - Meals & Entertainment	1,744.92
30230 · Sales - Lodging	2,123.25
30220 · Sales - Transportation	2,253.85
30510 · Sales - Parts Repair	1,927.00
30800 · Sales - Shipping/Freight	337.75
30500 · Sales-Parts	1,254.85
Total 50000 · *Cost of Goods Sold	9,641.62
Total COGS	9,641.62
Gross Profit	164,328.44
Expense	
40016 · Contract Labor	1,000.00
40020 · Janitorial Service	500.00
60010 · Salaries, Wages, Bonuses	76,653.53
60041 · Key Man Life Insurance	3,070.23
60045 · Medical Insurance	
70060 · Company Medical Insurance	7,350.67
60042 · Group 125 Plan Insurance	66.91
60045 · Medical Insurance - Other	428.34
Total 60045 · Medical Insurance	7,845.92
60240 · Meals and Entertainment	36.19
60540 · Dues & Subscriptions	66.93
60610 · Telephone	1,631.07
60670 · Office Supplies	130.74
60680 · Office Equipment Expense	127.10
60790 · Other Office Expenses	9.50
60810 · Utilities	1,117.92
60830 · Rent or Lease	4,060.75
60920 · Accounting Fees	7,350.00
60930 · Legal & Professional Fees	987.50
60950 · Bank Charges	240.00
Total Expense	104,827.38
Net Ordinary Income	49,501.06
Other Income/Expense	
Other Income	
90000 · Misc Income	28.00
60085 · Interest Earned	69.58
Total Other Income	97.58
Net Other Income	97.58
Net Income	49,598.64

PENGAD 800-631-6999
PLAINTIFF'S EXHIBIT *CS*
5
7-26-21
566

3:34 PM
08/09/17
Cash Basis

Computer Control + Integration
Profit & Loss
June 2017

Jim Clark
Adrian

	Jun 17
Ordinary Income/Expense	
Income	
Services	
70100 · Maintenance Income	77,287.49
70200 · Project Income	197,739.50
Total Services	275,026.99
70500 · Discounts given	-3.78
Total Income	275,023.21
Cost of Goods Sold	
50000 · *Cost of Goods Sold	
30240 · Sales - Meals & Entertainment	1,285.36
30230 · Sales - Lodging	2,279.22
30220 · Sales - Transportation	3,986.07
30800 · Sales - Shipping/Freight	158.06
30500 · Sales-Parts	8,533.42
Total 50000 · *Cost of Goods Sold	16,222.13
Total COGS	16,222.13
Gross Profit	258,801.08
Expense	
60530 · Stationery & Printing	126.86
19920 · Computer Software (Computer Software)	299.99
40016 · Contract Labor	3,335.80
40020 · Janitorial Service	250.00
60010 · Salaries, Wages, Bonuses	2,468,861.78
60041 · Key Man Life Insurance	5,770.23
60045 · Medical Insurance	
60042 · Group 125 Plan Insurance	66.91
60045 · Medical Insurance - Other	7,782.53
Total 60045 · Medical Insurance	7,849.44
60220 · Transportation Expense	319.28
60520 · Conventions & Seminars	479.95
60540 · Dues & Subscriptions	744.60
60610 · Telephone	2,134.18
60640 · Computer Expense	261.69
60670 · Office Supplies	428.57
60650 · Postage/Shipping	7.95
60680 · Office Equipment Expense	726.24
60790 · Other Office Expenses	150.18
60830 · Rent or Lease	8,121.50
60950 · Bank Charges	32.00
Total Expense	2,499,900.24
Net Ordinary Income	-2,241,099.16
Other Income/Expense	
Other Income	
60090 · Dividends	8.80
60085 · Interest Earned	142.04
Total Other Income	150.84
Net Other Income	150.84
Net Income	-2,240,948.32



Form **1120**

U.S. Corporation Income Tax Return

OMB No. 1545-0123

For calendar year 2016 or tax year beginning JULY 1, 2016, ending JUNE 30, 2017

2016

Department of the Treasury
Internal Revenue Service

Information about Form 1120 and its separate instructions is at www.irs.gov/form1120.

A Check if: 1a Consolidated return (attach Form 951) <input type="checkbox"/> b Life/nonlife consolidated return <input type="checkbox"/> 2 Personal holding co. (attach Sch. PH) <input type="checkbox"/> 3 Personal service corp. (see instructions) <input type="checkbox"/> 4 Schedule M-3 attached <input type="checkbox"/>	TYPE <input type="checkbox"/> OR <input type="checkbox"/> PRINT	Name COMPUTER CONTROL + INTEGRATION, INC.	B Employer identification number <input type="checkbox"/>	
		Number, street, and room or suite no. If a P.O. box, see instructions. 1200 WOODRUFF ROAD, SUITE C39		C Date incorporated 06/30/1988
		City or town, state, or province, country, and ZIP or foreign postal code GREENVILLE, SC 29607		D Total assets (see instructions) \$ 702,795.
		E Check if: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change		

Income	1a Gross receipts or sales	1a	4,430,442.
	b Returns and allowances	1b	
	c Balance. Subtract line 1b from line 1a	1c	4,430,442.
	2 Cost of goods sold (attach Form 1125-A)	2	625,859.
	3 Gross profit. Subtract line 2 from line 1c	3	3,804,583.
	4 Dividends (Schedule C, line 19)	4	
	5 Interest	5	1,357.
	6 Gross rents	6	
	7 Gross royalties	7	
	8 Capital gain net income (attach Schedule D (Form 1120))	8	
	9 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)	9	
10 Other income (attach statement)	10	33,865.	
11 Total income. Add lines 3 through 10	11	3,839,805.	
Deductions (See instructions for limitations on deductions.)	12 Compensation of officers (attach Form 1125-E)	12	2,550,379.
	13 Salaries and wages (less employment credits)	13	687,405.
	14 Repairs and maintenance	14	170.
	15 Bad debts	15	
	16 Rents	16	45,742.
	17 Taxes and licenses	17	166,772.
	18 Interest	18	
	19 Charitable contributions	19	160.
	20 Depreciation from Form 4562 not claimed on Form 1125-A or elsew. re on ratl (attach Form 4562)	20	6,366.
	21 Depletion	21	
	22 Advertising	22	4,808.
	23 Pension, profit-sharing, etc., plans	23	
	24 Employee benefit programs	24	
	25 Domestic production activities deduction (attach Form 8903)	25	
	26 Other deductions (attach statement)	26	70,330.
	27 Total deductions. Add lines 12 through 26	27	3,532,132.
	28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11	28	307,673.
29	a Net operating loss deduction (see instructions)	29a	
	b Special deductions (Schedule C, line 20)	29b	
	c Add lines 29a and 29b	29c	
Tax, Refundable Credits, and Payments	30 Taxable income. Subtract line 29c from line 28. See instructions	30	307,673.
	31 Total tax (Schedule J, Part I, line 11)	31	103,243.
	32 Total payments and refundable credits (Schedule J, Part II, line 21)	32	206,152.
	33 Estimated tax penalty. See instructions. Check if Form 2220 is attached <input type="checkbox"/>	33	
	34 Amount owed. If line 32 is smaller than the total of lines 31 and 33, enter amount owed	34	0.
	35 Overpayment. If line 32 is larger than the total of lines 31 and 33, enter amount overpaid	35	102,909.
	36 Enter amount from line 35 you want: Credited to 2017 estimated tax <input type="checkbox"/> Refunded <input checked="" type="checkbox"/>	36	102,909.

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer	Date	OTHER	May the IRS discuss this return with the preparer shown below? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Print/Type preparer's name CANDACE MCMILLAN	Preparer's signature	Date	PTIN
Firm's name CHERRY BEKAERT LLP	Firm's EIN	Phone no.	
Firm's address 110 EAST COURT STREET, SUITE 500 GREENVILLE, SC 29601		864-233-3981	

12-27-16 JWA For Paperwork Reduction Act Notice, see separate instructions.



STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “**Agreement**”) is entered into as of October 13, 2017 (the “**Effective Date**”), by and among Decide4action Inc., a Florida corporation (“**Buyer**”) on the one hand, and William A.L. Sibley, Jr, Joyce Featherstone, James T. Clark, Frank T. Starrett, Jr. Scott W. Dozier and Robert E. Leviner (“**Sellers**”). Buyer and Sellers are referred to collectively herein as the “**Parties**.” Computer Control + Integration, Inc., a South Carolina corporation (the “**Target**”) shall join in this Agreement for the purposes of Section 6.

RECITALS

WHEREAS, Sellers, in the aggregate, own all of the issued and outstanding capital stock of Computer Control + Integration, Inc. (“**CC+I**”), a South Carolina corporation (“**Target**”); and

WHEREAS, this Agreement contemplates a transaction in which Buyer will purchase from Sellers, and Sellers will sell to Buyer, all of the outstanding capital stock of Target in return for cash; and

WHEREAS, subject to the terms and conditions of this Agreement, Sellers have agreed to sell to the Buyer, and the Buyer has agreed to purchase from Sellers, all of the issued and outstanding Target Shares.

AGREEMENT

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, covenants and agreements herein contained, the Parties hereby agree as follows.

1. *Definitions.* Capitalized terms set forth herein shall have the meanings set forth in Appendix A attached hereto and incorporated herein by this reference.

2. *Purchase and Sale of Target Shares.*

(a) *Basic Transaction.* On and subject to the terms and conditions of this Agreement, at the Closing, Buyer shall purchase from each Seller, and each Seller shall sell, transfer and deliver to Buyer, free and clear of any Lien, all of the Target Shares set forth opposite such Seller’s name on §4(b) of the Disclosure Schedule for the consideration specified below in this §2.

(b) *Purchase Price.* The purchase price for the Target Shares and the other transactions contemplated by this Agreement shall be \$4,400,000.00 (the “**Purchase Price**”), payable in the following manner:

(i) At the Closing, \$259,100.00 of the Purchase Price will be paid directly to Generational Equity, LLC in payment of broker fees due.

(ii) At the Closing, Buyer shall pay the balance of the Purchase Price (the “**Closing Payment**”) to the Sellers by wire transfer of immediately available funds to an account or accounts



designated by the Sellers (which designation will be provided to Buyer at least three (3) days prior to the Closing Date). The portion of the Closing Payment payable to each Seller shall be the Seller's Allocable Portion of the Closing Payment for such Seller, as set forth in Annex A.

(c) *Closing.* The closing of the purchase and sale of the Target Shares and the other transactions contemplated by this Agreement (the "Closing"), except as otherwise provided for herein, shall take place at the offices of Target on October 16, 2017, upon the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby, as set forth in §7 below or such other date as Buyer and Requisite Sellers may mutually determine (the "Closing Date").

(d) *Deliveries at or before Closing.* On or before the Closing:

(i) Sellers shall deliver to Buyer:

(A) the various certificates, instruments, and documents referred to in §7(a) below;

(B) a certificate of good standing with respect to Target (issued within fifteen (15) days of Closing Date);

(C) one or more stock certificates, with respect to each Seller, representing all of the Target Shares set forth opposite such Seller's name on §4(b) of the Disclosure Schedule, duly endorsed in blank or accompanied by duly executed stock powers or other appropriate assignment documents;

(D) the corporate minute book and all related organizational documents including, but not limited to, the Target's Articles of Incorporation, written board and shareholder resolutions and any stock transfer ledger;

(E) a release with respect to any obligations due from Target to each Seller, in a form substantially similar to Exhibit B-3 attached hereto; and

(ii) Buyer shall deliver to Sellers:

(A) the various certificates, instruments, and documents referred to in §7(b) below; and

(B) the Closing Payment (or cause the Closing Payment to be paid) in accordance with §2(b) above.

3. *Representations and Warranties Concerning Transaction.*

(a) *Sellers' Representations and Warranties.* Each Seller represents and warrants to Buyer that the statements contained in this §3(a) with respect to such Seller are correct and complete as of the date of this Agreement:

(i) Authorization of Transaction. Such Seller has full power and authority to execute and deliver this Agreement, to perform his or its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Seller and constitutes the valid and legally binding obligation of such Seller, enforceable against such Seller in accordance with its terms and conditions subject to principles of equity and the laws governing debtor-creditor relations. Such Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Authority in order to execute, deliver, perform, or consummate the transactions contemplated by this Agreement.

(ii) Non-contravention. Neither the execution, delivery or performance of this Agreement by such Seller, nor the consummation by him or it of the transactions contemplated hereby, will, with or without the giving of notice or the lapse of time or both, (A) violate any constitution, statute, law, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any Governmental Authority to which such Seller is subject, (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice, consent, approval or other action under or with respect to, any agreement, contract, lease, license, instrument, or other arrangement to which such Seller is a party or by which he or it is bound or to which any of his or its assets is subject, other than the Shareholders Agreement or (C) result in the imposition or creation of a Lien upon or with respect to any of the Target Shares.

(iii) Broker's Fees. Such Seller has not engaged any Broker in connection with the transactions contemplated by this Agreement, although Sellers have agreed to bear the cost of the fees due to the Broker hired by Target, Generational Equity, as provided under Section 2(b). Except as agreed pursuant to Section 2(b) of this Agreement, such Seller has no liability or obligation to pay any fees or commissions to any broker, investment banker, finder, or agent with respect to the transactions contemplated by this Agreement.

(iv) Target Shares. Such Seller holds of record and owns beneficially the number of Target Shares set forth next to his or its name in §4(b) of the Disclosure Schedule, free and clear of any restrictions on transfer (other than restrictions under the Shareholders Agreement, the Securities Act and state securities laws), Liens, options, warrants, purchase rights or preemptive rights. Such Seller is not a party to any option, warrant, purchase right, preemptive right or other contract or commitment (other than this Agreement) that could require such Seller to sell, transfer, or otherwise dispose of such Seller's Target Shares. Except for this Agreement and the Shareholders Agreement, such Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting, transfer or other disposition of such Seller's Target Shares.

(v) Litigation. There are no actions, suits, proceedings or investigations pending or, to such Seller's knowledge, threatened against such Seller or any of his or its assets by or before any court or other Governmental Authority, that would adversely affect such Seller's ability to perform his or its obligations under this Agreement or related to the transactions contemplated hereby.

(b) Buyer's Representations and Warranties. Buyer represents and warrants to each Seller that the statements contained in this §3(b) are correct and complete as of the date of this Agreement.

(i) Organization of Buyer. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

(ii) Authorization of Transaction. Buyer has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Buyer, and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with their terms and conditions. Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to execute, deliver, perform, or consummate the transactions contemplated by this Agreement.

(iii) Non-contravention. Neither the execution, delivery or performance of this Agreement by Buyer, nor the consummation by it of the transactions contemplated hereby, will, with or without the giving of notice or the lapse of time or both, (A) violate any constitution, statute, law, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, court or other governmental agency to which Buyer is subject or any provision of its charter, bylaws, or other constitutive documents or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice, consent, approval or other action under or with respect to, any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject.

(iv) Brokers' Fees. Buyer has not engaged, retained, or incurred any liability or obligation to pay any fees or commissions to any broker, investment banker, finder, or agent with respect to the transactions contemplated by this Agreement.

(v) Investment. Buyer is not acquiring the Target Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act, it being understood that the disposition following the Closing of the Target Shares shall at all times remain within Buyer's control.

(vi) Litigation. There are no actions, suits, proceedings or investigations pending or, to Buyer's knowledge, threatened against Buyer or any of its assets by or before any court or other Governmental Authority, that would adversely affect or delay (a) Buyer's ability to perform its obligations under this Agreement or related to the transactions contemplated hereby or (b) the consummation of the transactions contemplated by this Agreement.

4. Representations and Warranties Concerning Target. The Sellers other than Joyce Featherstone jointly and severally represent and warrant to Buyer that, except as set forth in the Disclosure Schedule, the statements contained in this §4 are correct and complete as of the date of this Agreement:

(a) Organization, Qualification, and Corporate Power; Charter Documents.

(i) Target is a corporation duly organized, validly existing, and in good standing under the laws of the State of South Carolina. Target is duly authorized to conduct business and is in good standing under the laws of each other jurisdiction where such qualification is required. Target has full corporate power and authority to carry on the business in which it is engaged and to own and use the properties owned and used by it. §4(a) of the Disclosure Schedule lists the directors and officers of Target.

(ii) Sellers have delivered to Buyer a correct and complete copy of the Articles of Incorporation, By-laws and Shareholders Agreement of Target, each as amended to date (together, the "Charter Documents"), and each of the Charter Documents is in full force and effect. Target is not in material violation of any provision of any Charter Document.

(b) *Capitalization.*

(i) The entire authorized capital stock of Target consists of 100,000 Target Shares, of which 10,000 Target Shares are issued and outstanding. All of the issued and outstanding Target Shares have been duly authorized and validly issued in compliance with all applicable federal and state securities Laws, are fully paid and non-assessable, and are held of record by the Sellers as set forth in §4(b) of the Disclosure Schedule. Other than the Shareholders Agreement, there are no outstanding or authorized options, warrants, pre-emptive rights, purchase rights, subscription rights, conversion rights, exchange rights, or other securities, contracts or commitments that could require Target to issue, sell, or otherwise cause to become outstanding any of its capital stock, or any securities or obligations convertible into, or exercisable or exchangeable for, any shares of its capital stock. There are no outstanding or authorized stock appreciation rights, phantom stock, profit participation, or similar rights with respect to Target. *Except for the Shareholders Agreement, there are no agreements, arrangements or understandings to which Target is a party with respect to the voting of any of the Target Shares or that place any restrictions of any kind (other than restrictions under applicable securities Laws) upon the transfer or other disposition of any of the Target Shares, and Target is not a party to or bound by any agreements, arrangements or understandings pursuant to which it could be required to repurchase, redeem or acquire any of the Target Shares.*

(ii) There are no bonds, debentures, notes or other indebtedness outstanding having the right to vote (or convertible into or exchangeable for, securities having the right to vote) on any matter relating to Target. Except for the Shareholders Agreement, there are no rights of first refusal or first offer, change of control or similar rights, anti-dilution protections, accelerated vesting rights or other rights that any shareholder, officer, employee or director of Target, or any other Person, would be entitled to exercise or invoke as a result of, or in connection with, the transactions contemplated by this Agreement.

(c) *Non-contravention.* Except as set forth in the Disclosure Schedule, neither the execution, delivery or performance of this Agreement by Target, nor the consummation of the transactions contemplated hereby, will, with or without the giving of notice or the lapse of time or both, (i) violate (A) any constitution, statute, law, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, court or other governmental agency to which Target is subject or (B) any provision of the Charter Documents or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice, consent, approval or other action with respect to, any agreement, contract, lease, license, instrument, or other arrangement to which Target is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets), except where the

violation, conflict, breach, default, acceleration, termination, modification, cancellation, failure to give notice, or Lien would not have a Material Adverse Effect and provided that sale of the Target Shares will require the waiver or termination of the Shareholders Agreement. Target does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Authority in order for the Parties to execute, deliver, perform or consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not have a Material Adverse Effect.

(d) *Brokers Fees.* Target has engaged Generational Equity as a Broker. All liability and obligation to pay any fees or commissions to any broker, investment banker, finder, or agent with respect to the transactions contemplated by this Agreement will be satisfied by payment at Closing as set forth in Section 2(b).

(e) *Title to Tangible Assets.* Except as set forth on §4(e) of the Disclosure Schedule, Target has good and marketable title to, or a valid leasehold interest in, or valid contractual rights to use, all of the tangible properties and assets (real, personal and mixed) used or held for use in its business, free and clear of all Liens. Except as set forth in §4(e) of the Disclosure Schedule, the tangible properties and assets as to which Target has good and marketable title, or a valid leasehold interest, or valid contractual rights to use, constitute all of those tangible properties and assets necessary to continue to conduct Target's business after the Closing in the same manner as presently conducted. All such tangible personal properties or assets that, in the aggregate, are material to the conduct of the Business are in good condition and in a state of good maintenance and repair (ordinary wear and tear excepted)

(f) *No Subsidiaries or Investments.* Target does not own or have any right to acquire, directly or indirectly, any outstanding capital stock of, or other equity, partnership or ownership interest in, any Person.

(g) *Financial Statements.* Attached hereto as Annex B are the following financial statements (collectively the "Financial Statements"): unaudited balance sheets and statements of income and cash flow for Target as of and for each of the fiscal years ended June 30, 2016, June 30, 2015, and June 30, 2014 for Target. The Financial Statements (which do not include any notes) have been prepared by the Target throughout the periods covered thereby and present fairly and accurately the financial condition of Target as of such dates and the results of operations and cash flow of Target for such periods.

(h) *Undisclosed Liabilities.* Except as disclosed in §4(h) of the Disclosure Schedule, Target has no Liability to any Person arising from any legally-binding contract, agreement or commitment agreed to by Target, except for (i) Liabilities reflected in the Financial Statements; (ii) Liabilities reflected in this Agreement or the Disclosure Schedule; and (iii) Liabilities that have arisen in the Ordinary Course of Business and do not result from or arise out of any breach of contract, breach of warranty, tort, infringement, or violation of Law.

(i) *Events Subsequent to May 17, 2017.* Except as set forth in §4(i) of the Disclosure Schedule, since May 17, 2017, there has not been any Material Adverse Change and

Target has conducted its business in the Ordinary Course of Business. Without limiting the generality of the foregoing, since May 17, 2017:

(i) Target has not sold, leased, transferred, assigned or otherwise disposed of any of its assets, tangible or intangible, other than in the Ordinary Course of Business;

(ii) Target has not entered into any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) either involving more than \$2,000 or outside the Ordinary Course of Business;

(iii) no Person (including Target) has accelerated, terminated, modified, or cancelled any right or benefit under any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) to which Target is a party or by which it or any of its assets or properties is bound that involves more than \$2,000 or is otherwise required to be disclosed in §4(n) of the Disclosure Schedule;

(iv) there have not been any Liens imposed upon any of Target's assets, tangible or intangible;

(v) Target has not made any capital expenditure (or series of related capital expenditures) either (A) involving more than \$2,000 in the aggregate or (B) outside the Ordinary Course of Business;

(vi) Target has not made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person (or series of related capital investments, loans, and acquisitions) either involving more than \$2,000 or outside the Ordinary Course of Business;

(vii) Target has not issued any note, bond, or other debt security or created, incurred, assumed, or guaranteed any Indebtedness either (A) involving more than \$2,000 in the aggregate or (B) outside the Ordinary Course of Business;

(viii) Target has not delayed or postponed the payment of accounts payable or other Liabilities outside the Ordinary Course of Business, and there has not been any material change in the time or manner of collection of, or in any other practices with respect to, Target's accounts receivable;

(ix) Target has not cancelled, compromised, waived, or released any right or claim (or series of related rights and claims) either involving more than \$2,000 or outside the Ordinary Course of Business;

(x) Target has not transferred, assigned, otherwise disposed of, or granted any license or sublicense of, any rights under or with respect to any Intellectual Property;

(xi) there has been no change made or authorized in the Charter Documents;

(xii) Target has not issued, sold, otherwise disposed of, or authorized the issuance of, any of its capital stock, or granted any options, warrants, or other securities or rights to purchase or obtain (including upon conversion, exchange, or exercise) any of its capital stock;

(xiii) Target has not experienced any damage, destruction, or loss (whether or not covered by insurance) to its property in an amount reasonably anticipated to exceed \$25,000 for the replacement of all such damaged, destroyed or lost items;

(xiv) Target has not made any loan to, or entered into any other transaction with, any of its directors, officers, or employees outside the Ordinary Course of Business;

(xv) Target has not entered into or terminated any employment contract or collective bargaining agreement, written or oral, or modified the terms of any existing such contract or agreement;

(xvi) Target has not granted any increase in the base compensation of any of its directors, officers, or employees outside the Ordinary Course of Business;

(xvii) Target has not adopted, amended, modified or terminated any bonus, profit sharing, incentive, severance, or other plan, contract, or commitment for the benefit of any of its directors, officers, or employees (or taken any such action with respect to any other Employee Benefit Plan);

(xviii) Target has not made any other change in employment terms for any of its directors, officers, or employees outside the Ordinary Course of Business;

(xix) Target has not made or pledged to make any charitable or other capital contribution outside the Ordinary Course of Business;

(xx) Target has not discharged a material Liability or Lien outside the Ordinary Course of Business;

(xxi) there has not been any material change in any of Target's accounting or Tax methodologies or practices;

(xxii) Target has not acquired any material property or asset (other than acquisitions of inventory, equipment and supplies in the Ordinary Course of Business) from any Person, whether by merger, consolidation or otherwise;

(xxiii) Target has not instituted or settled any material Action, and

(xxiv) Target has not agreed or committed to any of the foregoing.

(j) *Legal Compliance.* Except as set forth in §4(j) of the Disclosure Schedule, Target has conducted and is conducting its business in compliance with all applicable Laws, except for such failures to comply as would not, individually or in the aggregate, result in a Material Adverse Effect. Except as set forth in §4(j) of the Disclosure Schedule, Target has not received written notice from any Governmental Authority to the effect that it is under investigation with respect to any possible violation of, or is charged or, to Sellers' Knowledge, threatened to be charged with any violation of, any applicable Law. Target has obtained all material governmental or other consents, licenses, permits or approvals required for the lawful conduct of its business and the ownership of Target's assets and properties, except for such failures to obtain as would not, individually or in the aggregate, result in a Material Adverse Effect, and all such consents, licenses, permits and approvals are in full force and effect.

(k) *Tax Matters.*

(i) Target has duly and timely filed all Tax Returns that it was required to file under applicable laws and regulations, and has paid all Taxes shown thereon as due and owing. All such Tax Returns were complete and accurate in all respects when filed were prepared in compliance with all applicable laws and regulations. Target is not currently the beneficiary of any extension of time within which to file to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where Target does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(ii) §4(k) of the Disclosure Schedule lists all Tax Returns filed with respect to Target for taxable periods ended on or after **July 31, 2015**, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit. Sellers have delivered to Buyer correct and complete copies of all federal income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by Target or any predecessor since **July 31, 2015** with respect to Taxes of any type.

(iii) Target has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to and Tax assessment or deficiency.

(iv) Target is not a party to any Tax allocation or sharing agreement.

(v) There are no unpaid Taxes of Target, except those that are not yet due and payable.

(vi) Target is not and has never been a member of an Affiliated Group filing a consolidated federal income Tax Return (or a group of corporations filing a consolidated, combined or unitary Tax Return under comparable provisions of state or local Tax law).

(vii) No deficiencies for Taxes with respect to Target have been claimed or proposed in writing or assessed by a Tax authority. There are no matters under discussion with any Tax authority that are likely to result in an additional liability for Taxes. There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of Target.

(viii) Except as indicated in §4(k) of the Disclosure Schedule, there are no pending or, to Sellers' Knowledge, threatened audits, assessments or other actions for or relating to any liability in respect of Taxes of Target. Except as indicated in §4(k) of the Disclosure Schedule, no power of attorney (other than powers of attorney authorizing employees of Target to act on behalf of Target) with respect to any Taxes is currently in effect with any Tax Authority.

(ix) Target has adopted the cash method for federal income tax purposes and its Tax Returns have been filed consistent with such method.

(x) Target does not have any liability for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, by contract, or otherwise.

(xi) For all applicable taxable periods, Target has withheld and remitted all Taxes required to have been withheld and remitted in connection with amounts paid or owed to any employee,

independent contractor, creditor, shareholder or other third party and all sales tax or similar tax exemption certificates, if applicable, have been obtained and are available.

(xii) Target does not have nor has it had a permanent establishment in any foreign country, as defined in any applicable Tax treaty or convention between the United States of America and such foreign country.

(xiii) Target is not a "personal holding company" as defined in Section 542 of the Code (or any similar provision of state, local or foreign Law)

(xiv) Target is, and has been at all times since its formation, a "C corporation" for federal income tax purposes and at no time has it been subject to taxation as an "S Corporation" (within the meaning of Code Section 1361).

(xv) Target has not entered into any transaction identified as a "listed transaction" for purposes of Treasury Regulations Section 1.6011-4(b)(2) or 301.6111-2(b)(2).

(xvi) There is no contract, plan or arrangement, including but not limited to the provisions of this Agreement, providing for compensation for personal services provided by any employee or former employee of Target that, individually or collectively, could give rise to the payment of any amount that would not be deductible pursuant to Sections 280G or 404 or that would not reasonably be expected to be deductible pursuant to Section 162 of the Code.

(xvii) No Seller is a "foreign person" within the meaning of Code Section 1445(f)(3).

(l) *Real Estate.*

(i) §4(l) of the Disclosure Schedule sets forth and briefly describes any Real Property owned by Target and all Leased Real Property.

(ii) Target has provided Buyer with a true and complete copy of each Lease with respect to the Leased Real Property set forth in §4(l) of the Disclosure Schedule, including any amendments thereto and renewal letters in respect thereof. Each such Lease is in full force and effect and is a valid and binding agreement, enforceable in accordance with its terms, of Target and, to Sellers' Knowledge, of each other Person that is a party thereto, and Target has not received notice of any, and to the Sellers' Knowledge there is no, default (or any condition or event which, after notice or lapse of time or both, would constitute a default) thereunder except as otherwise described in §4(h) of the Disclosure Schedule.

(iii) Except as set forth on §4(l) of the Disclosure Schedule, Target has not assigned, pledged, otherwise transferred or sublet (as sublessor) any of the Leased Real Property demised by any Lease. Except as set forth on §4(l) of the Disclosure Schedule, to the Sellers' Knowledge, no landlord under any such Lease has exercised any option or right to (A) cancel or terminate such Lease or shorten the term thereof or (B) reduce or relocate the premises demised by such Lease. All brokerage commissions or finders fees payable by Target with respect to any Lease have been paid.

(m) *Intellectual Property.*

(i) Target owns and possesses, or has the right to use pursuant to a valid and enforceable written license, sublicense, agreement, or other permission, all Intellectual Property necessary for the operation of the Business as presently conducted. Each item of Intellectual Property owned or used by Target immediately prior to the Closing will be owned or available for use by Target on identical terms and conditions immediately subsequent to the Closing.

(ii) Target owns and possesses, the website www.ccplusi.com, the domain name and its contents.

(iii) Except as otherwise set forth in §4(m)(ii) of the Disclosure Schedule, during the period beginning 3 years prior to the Effective Date, none of Sellers or Target has received any written charge, complaint, claim, demand, or notice alleging that Target has infringed, misappropriated, or violated of (including any claim that Target must license or refrain from using any Intellectual Property rights of any third party), any Intellectual Property rights of third parties. To Sellers' Knowledge, the Business of Target as currently conducted does not infringe, misappropriate or otherwise violate any Intellectual Property rights of a third party. To Sellers' Knowledge, no third party has infringed upon, misappropriated, or otherwise violated any Intellectual Property rights of Target.

Except as set forth in §4(m)(v) of the Disclosure Schedule, Target employees have signed an employee intellectual property and secrecy agreement substantially in the form attached to §4(m)(v) of the Disclosure Schedule.

(n) *Contracts.*

(i) §4(n) of the Disclosure Schedule lists each of the following contracts and written agreements to which Target is a party or by which its assets are bound:

(1) contracts and agreements the performance of which will involve consideration in excess of \$25,000 annually;

(2) any employment or consulting contract or agreement with any of its current or former employees, officers or directors;

(3) any contract or agreement containing covenants that purport to limit or that effectively limit Target's freedom to conduct or compete in the Business with any Person or in any geographic area (or that restrict another Person from competing with Target), or pursuant to which Target has granted any rights on an exclusive basis to any third party;

(4) any contract or agreement relating to the acquisition or disposition by Target of any assets other than in the Ordinary Course of Business;

(5) any partnership, joint venture or profit sharing agreement;

(6) any contract or agreement evidencing or securing any Indebtedness of Target; and

(7) any other material contract or agreement that was made outside the Ordinary Course of Business.

(ii) Except as disclosed on §4(n) of the Disclosure Schedule, all contracts and agreements disclosed on §4(n) of the Disclosure Schedule are valid, binding and enforceable obligations of Target and, to Sellers' Knowledge, each of the other parties thereto, and are in full force and effect. Neither Target nor, to Sellers' Knowledge, any other party thereto, is (or with notice or lapse of time, or both, would be) in violation or breach of, or in default under, the terms of any such contract or agreement in any material respect. Target is not a party to any oral agreements or arrangements that, if such agreements or arrangements were written, would be required to be disclosed by Sellers pursuant to this §4(n).

(o) *Powers of Attorney.* Except as set forth in §4(o) of the Disclosure Schedule, there are no outstanding powers of attorney executed on behalf of Target.

(p) *Litigation.* §4(p) of the Disclosure Schedule sets forth (i) each instance in which, to Sellers' Knowledge, Target is subject to any outstanding injunction, judgment, order, decree, ruling, or charge and (ii) each Action pending or, to Sellers' Knowledge, threatened in writing against Target or any of its properties or assets in or before any court or other Governmental Authority of any federal, state, local, or foreign jurisdiction. No officer or director of Target is a defendant in any Action commenced by any stockholder of Target with respect to the performance of his or her duties as an officer or a director of Target under any applicable Law.

(q) *Employee Benefits.*

(i) §4(q) of the Disclosure Schedule lists each Employee Benefit Plan that Target maintains or to which Target or any of its employees contributes.

(1) Each such Employee Benefit Plan (and each related trust, insurance contract, or fund) has been maintained, funded and administered in accordance with the terms of such Employee Benefit Plan and complies in form and in operation in all respects with the applicable requirements of ERISA and the Code, except for such failures to comply as would not, individually or in the aggregate, have a Material Adverse Effect.

(2) All contributions (including all employer contributions and employee salary reduction contributions) that are due have been timely made to each such Employee Benefit Plan that is an Employee Pension Benefit Plan. All premiums or other payments that are due have been paid with respect to each such Employee Benefit Plan that is an Employee Welfare Benefit Plan.

(3) Each such Employee Benefit Plan that is intended to meet the requirements of a "qualified plan" under Code §401(a) has received a determination letter or opinion letter from the Internal Revenue Service to the effect that it meets the requirements of Code §401(a) and, to the Sellers' Knowledge, no fact or event has occurred that could adversely affect the qualification of any such Employee Benefit Plan under Code §401(a) or the exempt status of any related trust.

(ii) With respect to each Employee Benefit Plan, Target has delivered or made available to Buyer complete copies of (i) such Employee Benefit Plan (or, if not written, a written summary of its material terms), including without limitation all plan documents, trust agreements, insurance contracts or other funding vehicles and all amendments thereto, (ii) all summaries and summary plan descriptions, including any summary of material modifications, (iii) if applicable, the most recent annual reports (Form 5500 series) filed with the IRS with respect to such Employee Benefit Plan, (iv) if applicable, the most recent actuarial report or other financial statement relating to such Employee Benefit Plan, (v) the most recent determination or opinion letter, if any, issued by the IRS with respect to such Employee Benefit Plan and any pending request for such a letter, (vi) if applicable, the most recent nondiscrimination tests performed under the Code (including 401(k) and 401(m) tests) for such Employee Benefit Plan, (vii) all filings made with any Governmental Authority with respect to such Employee Benefit Plan.

(iii) With respect to each Employee Benefit Plan, any and all tax, annual reporting and other governmental filings required by ERISA and the Code have been timely filed with the appropriate Governmental Authority and all notices and disclosures have been timely provided to participants. With respect to the Employee Benefit Plans, no event has occurred and, to Sellers' Knowledge, there exists no condition or set of circumstances in connection with which Target could reasonably be expected to be subject to any material liability (other than for routine benefit liabilities) under the terms of, or with respect to, such Employee Benefit Plans, ERISA, the Code or any other applicable law

(iv) There has been no prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code and other than a transaction that is exempt under a statutory or administrative exemption) with respect to any Employee Benefit Plan that could result in any material liability to Target or any ERISA Affiliate. Target has not made any agreement or commitment, whether legally enforceable or not, to modify, change or terminate any Employee Benefit Plan. No Action is pending, or to Sellers' Knowledge is threatened, against or with respect to any Employee Benefit Plan, including any audit or inquiry by the Internal Revenue Service or United States Department of Labor.

(v) No Employee Benefit Plan is a Multiemployer Plan or other pension plan subject to Title IV or Part 3 of Title I of ERISA or Section 412 of the Code, and neither Target nor any ERISA Affiliate has sponsored, maintained, participated in, contributed to, or been required to participate in or contribute to a Multiemployer Plan or other pension plan subject to Title IV or Part 3 of Title I of ERISA or Section 412 of the Code. None of the assets of Target or any ERISA Affiliate is, or may reasonably be expected to become, the subject of any Lien arising under ERISA or Section 412(n) of the Code.

(vi) Except as set forth on the Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any payment, or any acceleration or creation of rights of any Person to benefits under any Employee Benefit Plan. No amount that could be received (whether in cash, property or otherwise) as a result of or in connection with the consummation of the transactions contemplated hereby by any employee, officer, director or other service provider of Target who is a "disqualified individual" (as such term is defined in proposed Treasury Regulation Section 1.280G-1) could be characterized as an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code).

(vii) No Employee Benefit Plan provides post-retirement health or death benefit coverage (other than as required under Part 6 of Subtitle B of Title I of ERISA or Section 4980B of the Code).

(viii) Except as set forth on the Disclosure Schedule, no Employee Benefit Plan will or may provide for the deferral of compensation subject to Section 409A of the Code, whether in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby or otherwise.

(ix) Target has withheld and paid all amounts required by Law or by agreement to be withheld from wages, salaries, and other payments to employees, independent contractors and other service providers. Target has properly classified all individuals providing services to Target as employees or non-employees for all relevant purposes.

(x) Target is not nor has ever been liable for any payment to any trust or other fund or to any Governmental Authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments made in the Ordinary Course of Business). There are no pending claims against Target under any workers' compensation plan or policy or for long-term disability.

(r) *Environmental, Health, and Safety Matters.* Except as set forth in §4(r)(i) of the Disclosure Schedule, to Sellers' Knowledge, Target is in compliance in all material respects with all applicable Environmental, Health, and Safety Requirements.

(i) Except as set forth in §4(r)(ii) of the Disclosure Schedule, Target possesses any and all material permits, licenses, approvals and other authorizations required by Environmental, Health, and Safety Requirements for Target's operations, and is in material compliance with the terms and conditions of any such permits, licenses, approvals and other authorizations.

(ii) Except as set forth in §4(r)(iii) of the Disclosure Schedule, Target has not received any written notice, report or other information during the five (5) year period immediately preceding the Effective Date regarding any actual or alleged material violation of or Liability under Environmental, Health, and Safety Requirements, including Liability for investigatory, remedial or corrective action obligations under Environmental, Health, and Safety Requirements.

(iii) Except as set forth in §4(r)(iv) of the Disclosure Schedule, Target has not operated disposal facilities for hazardous substances, wastes or materials in a manner that has resulted in any material violation of, or that could reasonably be expected to result in any material Liability under, Environmental, Health, and Safety Requirements, including any material Liability for investigatory, remedial or corrective action obligations under Environmental, Health, and Safety Requirements.

(iv) Except as set forth in §4(r)(v) of the Disclosure Schedule, Target has not generated, manufactured, refined, recycled, transported, treated, stored, reclaimed, handled, disposed, emitted, buried, transferred, produced or processed any hazardous materials in a manner that has resulted in any material violation of Environmental, Health, and Safety Requirements or that could reasonably be expected to result in any material Liability, including Liabilities for response costs, personal injury, property damage, natural resources damages, or attorneys' fees, pursuant to any Environmental, Health and Safety Requirements or at common law.

(v) Except as set forth in §4(r)(vi) of the Disclosure Schedule, there has not been a release or threat of release by Target, or to Sellers' Knowledge any other release or threat of release, of any hazardous material at or in the vicinity of the Leased Real Property that requires reporting, investigation,

assessment, cleanup, remediation or any other type of response action pursuant to any Environmental, Health and Safety Requirement.

(vi) Except as set forth in §4(i)(vii) of the Disclosure Schedule, during the six (6) year period immediately preceding the Effective Date, Target has not (i) received any written notice under the citizen suit provisions of any Environmental, Health and Safety Requirement; (ii) received any written request for information, notice, demand letter, administrative inquiry or formal or, to Sellers' Knowledge, informal complaint or claim under any Environmental, Health and Safety Requirement; or (iii) been subject to or, to Sellers' Knowledge, threatened with any governmental or citizen enforcement action with respect to any Environmental, Health and Safety Requirement.

(s) *Insurance.* §4(s) of the Disclosure Schedule sets forth an accurate and complete list of all insurance policies (except Employee Benefit Plan policies) maintained by Target. Each insurance policy identified on §4(s) of the Disclosure Schedule is currently in full force and effect, and all premiums due thereunder have been paid when due. Target has not received any notice of cancellation or termination under any such policy and neither Target nor, to Sellers' Knowledge, any insurer is in default under any such policy. To the extent applicable, the insurance policies listed in §4(s) of the Disclosure Schedule are in amounts and have coverages as required by the contracts to which Target is a party or as may be required by applicable Law. Except as set forth on §4(s) of the Disclosure Schedule, Target has not, at any time during the past five years, received any notice to the effect that coverage is being denied for a claim under any such policy or that a defense will be afforded with reservation of rights, or received any other notice indicating that the insurer under any such policy is not willing or able to perform its obligations thereunder; and Target has not assigned, pledged or otherwise transferred any of its rights under any such policy. There are no outstanding claims in excess of normal retentions that are not covered under any such policies. There are no performance bonds outstanding with respect to Target;

(t) *Accounts Receivable; Accounts Payable.* §4(t) of the Disclosure Schedule contains a true and complete list of all accounts receivable and accounts payable of Target as of October 13, 2017, which list also sets forth the aging of each account receivable. All accounts receivable that are reflected in the Financial Statements or in the accounting records of Target, and all accounts receivable that have arisen since the Most Recent Fiscal Month End, represent valid obligations arising from bona fide sales or services by Target in the Ordinary Course of Business. In general, 50% of a project's cost is due and payable by Target customers upon initiation of the project. To Sellers' Knowledge, there is no material contest, claim, defense or right of setoff being asserted by any customer or other Person with respect to any of Target's accounts receivable. All accounts payable that are reflected in the Financial Statements and all accounts payable that have arisen since the Most Recent Fiscal Month End represent valid obligations of Target arising from bona fide transactions in the Ordinary Course of Business. Except to the extent set forth in §4(t) of the Disclosure Schedule, to Sellers' Knowledge, no customer has indicated that its business, as reflected in the Financial Statements, will decline after the Closing Date.

(u) *Warranty.* Except as set forth on §4(u) of the Disclosure Schedule, there are no pending or, to Sellers' Knowledge, written threatened claims against Target for breach of any warranty, guaranty or representation or for indemnification, or seeking damages, including

consequential damages or liquidated damages, arising out of any alleged defect in quality, materials, workmanship, or design of the products sold by Target.

(v) *Employees; Labor.*

(i) §4(v) of the Disclosure Schedule sets forth, as of the Effective Date, (A) the names, positions and current compensation of all full-time and part-time employees of Target and (B) all contracts and agreements currently in effect with any officer, director or employee of Target. Target is in compliance with all applicable Laws relating to the employment of Target's employees, including those relating to workers' compensation, employment standards, discrimination, wages, hours and collective bargaining, except for such failures to comply as would not, individually or in the aggregate, result in a Material Adverse Effect.

(ii) No collective bargaining agreement or other agreement exists between the Target and any labor organization, no labor organization has been certified or recognized as a representative of any employee of Target and, to Sellers' Knowledge, there are no pending or threatened representation campaigns, elections or proceedings. There is no unfair labor practice charge or complaint against the Target pending before the National Labor Relations Board and, to Sellers' Knowledge, there is no labor dispute, strike, work slowdown, or work stoppage threatened or affecting Target. Target has not experienced any labor dispute, strike, work slowdown or work stoppage since July 1, 2013.

(iii) Except as set forth on §4(v) of the Disclosure Schedule, Target maintains a Form I-9 with copies of identification documents, in material compliance with applicable federal Laws, for each employee for whom such a Form I-9 must be maintained.

(w) *Related Party Transactions.* Except as disclosed on §4(w) of the Disclosure Schedule, no Seller and no Affiliate, shareholder, officer or director of Target, nor any member of such Person's immediate family, has (a) any interest in any property (whether real, personal or mixed, tangible or intangible), used by Target in the Business; (b) to Sellers' Knowledge, any interest in a Person (other than Target) that (i) has business dealings or a material financial interest in any transaction with Target or (ii) has engaged in competition with Target in any market presently served by Target, or (c) is a party to any contract with, or has any claim or right against, Target.

(x) *Disclaimer of Other Representations and Warranties.* Except as expressly set forth in §3 and this §4, Sellers make no representations or warranty, express or implied, at law or in equity, in respect of Target or any of its assets, liabilities or operations, including with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed.

5. [Reserved.]

6. *Post-Closing Covenants.* The Parties agree as follows with respect to the period following the Closing:

(a) *General.* Each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request to confirm the transfer of the Target Shares to Buyer or otherwise to carry out the

purposes of this Agreement, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under §8 below).

(b) *Litigation Support.* In the event and for so long as any Party actively is contesting or defending against any Action (other than an Action between two or more Parties or in respect of which the contesting or defending Party claims to be entitled to indemnification under §8 below) in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving Target, each of the other Parties shall cooperate with him or it and his or its counsel in the defense or contest, make available his or its personnel, and provide such testimony and access to his or its books and records as shall be necessary in connection with the defense or contest, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under §8 below).

(c) *Cash.* Sellers shall ensure that all Target cash is distributed or otherwise paid out to Sellers no later than Closing, provided that a de minimis amount shall be left in the Target payroll bank account to keep that account open. If and to the extent that any Target cash is left in the possession or under the control of Target after Closing, such cash shall remain the property of Target, and Sellers shall have no right or claim to such cash. For the avoidance of doubt, Sellers shall have no claim to any tax refund received by Target after the Closing, regardless of the taxable period to which such refund relates.

(d) *Usernames and Passwords.* Sellers shall cause Target to deliver to Buyer at Closing a list of all usernames and passwords (i) that are required to access, input or retrieve data to or from or otherwise use any Target company software applications (whether cloud-based SAAS applications or software on Target company systems); server, computer and telecommunications equipment, systems and networks (including voicemail, email and internet systems and equipment); any other electronic data storage media; the Target web site (www.ccplusi.com) and any electronic data stored on or transmitted to or from any of the foregoing; or (ii) that are required to access the source code owned by Target. If Buyer determines that Sellers did not provide all such usernames and passwords at Closing, upon written request of Buyer, Sellers will cooperate with and assist Buyer in obtaining any missing usernames and passwords.

(e) *[Reserved.]*

(f) *Tax Matters.*

(i) Buyer, on the one hand, and each Seller, on the other hand, shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation or other Proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other Proceeding. Buyer and Sellers agree (A) to retain all books and records with respect to Tax matters pertinent to Target relating to any Tax period beginning before the Closing Date until the expiration of the statute of limitations (giving effect to any waiver, extension or mitigation thereof) of the respective taxable periods, and to abide by all record retention agreements entered

into with any Tax Authority, and (B) to give the other Parties reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other parties so request, Buyer or Sellers, as the case may be, shall allow the other party to take possession of such books and records.

(g) *Information Reporting.* Upon request by Buyer, Sellers shall promptly provide Buyer with all information that Buyer or any of its Affiliates may be required to report pursuant to Code Section 6043A and all Treasury Regulations promulgated thereunder.

(h) *Settlement of Tax Claims by Sellers.* Without the prior written consent of Buyer (which consent shall not be unreasonably withheld), none of the Sellers shall settle or compromise any audit or other proceeding relating to Taxes in a manner that would adversely affect Target after the Closing Date.

(i) *Confidentiality.* Each Seller will keep confidential, and refrain from disclosing or using all or any part of the Confidential Information except (i) as necessary to perform the obligations of such Seller under this Agreement and to exercise such Seller's rights under, other otherwise enforce, this Agreement, (ii) to the extent required by applicable law or any other applicable legal requirements such as a court or government order, or (iii) as necessary or appropriate to otherwise assert the legal rights of such Seller (including without limitation in connection with any Tax matters). In the event that any Seller is requested or required pursuant to written or oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process to disclose any Confidential Information, such Seller will notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order. If any of Sellers is compelled to disclose any Confidential Information to any tribunal, such Seller may disclose the Confidential Information to the tribunal; *provided, however,* that the disclosing Seller shall cooperate with Buyer, at the reasonable request of Buyer, if Buyer elects to attempt to obtain an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information as is required to be disclosed.

7. *Conditions to Obligation to Close.*

(a) *Conditions to Buyer's Obligation.* Buyer's obligation to purchase the Target Shares and to consummate the other transactions contemplated by this Agreement is subject to satisfaction at or prior to the Closing of the following conditions:

(i) the representations and warranties set forth in §3(a) and §4 above shall be true and correct in all material respects, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects;

(ii) Sellers shall have performed and complied with all of their covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified as "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case Sellers shall have performed and complied with all of such covenants (as so written, including the term "material") in all respects through the Closing;

(iii) there shall not be any injunction, judgment, order, decree, ruling, or charge in effect which prohibits the consummation of any of the transactions contemplated by this Agreement; and no action, suit or proceeding shall be pending by or before any court or governmental or regulatory authority which seeks to restrain, modify or prevent the consummation of the transactions contemplated hereby or which seeks damages in connection with such transactions;

(iv) Target shall not have suffered a Material Adverse Change between the Most Recent Fiscal Month End and the Closing;

(v) Sellers shall have delivered to Buyer a certificate, dated the Closing Date and signed by Seller's Representative, to the effect that each of the conditions specified above in §7(a)(ii) are satisfied in all respects;

(vi) Target shall have delivered a good standing certificate with respect to Target to Buyer;

(vii) Tim Clark and Scott Dozier shall have executed and delivered to Buyer consulting agreements in form and substance as set forth in Exhibits B-1 [Scott Dozier Consulting Agreement] and B-2 [Tim Clark Consulting Agreement] attached hereto;

(viii) Buyer shall have received the written resignations of the directors of Target, effective as of the Closing;

(ix) All Required Consents, completed in a form satisfactory to Buyer, shall have been obtained and copies thereof shall have been delivered to Buyer or its counsel;

(x) Sellers and Target shall have terminated the Shareholders Agreement;

(xi) There shall be no outstanding, known environmental issues with respect to the operations of Target or the facilities in which Target operates;

(xii) Sellers shall have executed and delivered to Target a Release Agreement in substantially the form of Exhibit B-3 hereto;

(xiii) Sellers shall have filed or caused to be filed any and all UCC termination statements and any other documents and instruments that are required to release any and all Liens on the assets of Target;

(xiv) Sellers shall have delivered to Buyer all such other documents and instruments as Buyer or its counsel may reasonably request to effect the consummation of the transactions contemplated hereby.

All actions to be taken by Sellers in connection with consummation of the transactions contemplated hereby and all certificates, instruments, and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to Buyer. Buyer may waive any condition specified in this §7(a).

(b) *Conditions to Sellers' Obligation.* Sellers' obligation to sell, transfer, assign and deliver the Target Shares to Buyer, and to consummate the other transactions contemplated by this Agreement, is subject to satisfaction at or prior to the Closing of the following conditions:

(i) the representations and warranties set forth in §3(b) above shall be true and correct in all material respects, except to the extent that such representations and warranties are qualified by the term "material," or contains terms such as "Material Adverse Effect" or "Material Adverse Change," in which case such representations and warranties (as so written, including the term "material" or "Material") shall be true and correct in all respects;

(ii) Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified as "material," in which case Buyer shall have performed and complied with all of such covenants (as so written, including the term "material") in all respects through the Closing;

(iii) there shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing or making illegal consummation of any of the transactions contemplated by this Agreement; and no action, suit or proceeding shall be pending by or before any court or governmental or regulatory authority which seeks to restrain, modify or prevent the consummation of the transactions contemplated hereby or which seeks damages in connection with such transactions;

(iv) Buyer shall have delivered to Sellers a certificate, dated the Closing Date and signed by a duly authorized representative of Buyer, to the effect that each of the conditions specified above in §7(b)(i) and (ii) is satisfied in all respects;

(v) Buyer shall have executed and delivered to Tim Clark and Scott Dozier, respectively, consulting agreements in form and substance as set forth in Exhibits B-1 [Scott Dozier Consulting Agreement], B-2 [Tim Clark Consulting Agreement], B-4 [William Sibley Consulting Agreement], B-5 [Robert Leviner Consulting Agreement] and B-6 [Frank Starrett Consulting Agreement] attached hereto;

(vi) All Required Consents, completed in a form satisfactory to Buyer, shall have been obtained; and

(vii) Buyer shall have delivered to Requisite Sellers all such other documents and instruments as Requisite Sellers or their counsel may reasonably request to effect the consummation of the transactions contemplated hereby.

All actions to be taken by Buyer in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to Requisite Sellers. Requisite Sellers may waive any condition specified in this §7(b) on behalf of all Sellers if they execute a writing so stating at or prior to the Closing.

8. *Remedies for Breaches of This Agreement.*

(a) *Survival of Representations and Warranties.* All of the representations and warranties of Sellers contained in §4 above shall survive the Closing and continue in full force and effect until the date that is 12 months after the Closing Date or, in the case of §4(a), §4(b), §4(c), §4(d), §4(f), and 4(k), such longer period as is specified below. All of the representations and warranties of the Parties contained in §3 above shall survive the Closing and continue in full force and effect indefinitely thereafter (subject to any applicable statutes of limitations). The representations and warranties of Sellers contained in §4(a), §4(c), §4(d), §4(f) and §4(k) shall survive the Closing until the expiration of the statutes of limitations applicable to the items contained therein, and the representations and warranties of Sellers contained in §4(b) shall survive the Closing and continue in full force and effect indefinitely thereafter (subject to any applicable statutes of limitations). The periods of survival of the representations and warranties as contemplated by this §8(a) are referred to herein as the "Survival Period." The indemnification obligations of the Parties under this §8 in respect of their respective representations and warranties shall expire as of the expiration of the applicable Survival Period; provided, however, that such expiration shall not include, extend or apply to any representation or warranty, the breach of which shall have been asserted by an indemnified party hereunder in a written notice before such expiration. The covenants and agreements of the Parties herein shall, except as expressly provided otherwise in this Agreement, survive the Closing and continue in full force and effect indefinitely thereafter (subject to any applicable statutes of limitations).

(b) *Indemnification Provisions for Buyer's Benefit.* In the event any Seller breaches any of his or its representations, warranties, covenants or agreements contained herein, and Buyer makes a written claim for indemnification against such Seller pursuant to §10(h) below within the Survival Period (if there is an applicable survival period pursuant to §8(a) above), then such Seller shall indemnify Buyer and Target from and against any and all Adverse Consequences suffered or incurred by Buyer or Target that arise from or are attributable to such breach; *provided, however*, that Sellers shall not have any obligation to indemnify Buyer or Target from and against any Adverse Consequences arising from or attributable to the breach of any representation or warranty of Sellers contained in §4 above (other than the representations and warranties in §4(a), §4(b), §4(c) and §4(d) above) (A) until Buyer has suffered Adverse Consequences by reason of all such breaches in excess of \$25,000.00 (the "Threshold"), after which point Sellers will be obligated to indemnify Buyer from and against all such Adverse Consequences, including those counted towards the Threshold; (B) notwithstanding any other provision of this Agreement, the aggregate, cumulative liability of a Seller to Buyer with respect to any breach of a representation or warranty shall not exceed the portion of the Purchase Price actually received by such Seller; and (C) in addition to and without limiting clause (B), the aggregate, cumulative liability of Sellers to Buyer shall not exceed \$2,500,000. In addition, in no event shall any Seller be liable to Buyer for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(c) *Indemnification Provisions for Sellers' Benefit.* In the event Buyer breaches any of its representations, warranties, covenants or agreements contained herein, and provided that any Seller makes a written claim for indemnification against Buyer pursuant to §10(h) below within the Survival Period (if there is an applicable survival period pursuant to §8(a) above), then Buyer shall indemnify each Seller and their heirs, executors, successors and

assigns from and against the entirety of any Adverse Consequences suffered or incurred by such Seller that arise from or are attributable to such breach.

(d) *Matters Involving Third Parties.*

(i) If any third party shall notify any Party (the "Indemnified Party") that it is asserting a claim or demand against such Indemnified Party with respect to any matter (a "Third-Party Claim") which may give rise to a claim for indemnification against any other Party (the "Indemnifying Party") under this §8, then the Indemnified Party shall promptly (and in any event within 10 business days after receiving notice of the Third-Party Claim) notify each Indemnifying Party thereof in writing; *provided, however,* that an Indemnified Party's failure to timely provide written notice of a Third-Party Claim shall not affect the indemnification provided hereunder, except to the extent that the Indemnifying Party shall have been actually prejudiced as a result of such failure.

(ii) Any Indemnifying Party will have the right at any time to assume and thereafter conduct the defense of the Third-Party Claim with counsel of his or its choice reasonably satisfactory to the Indemnified Party; *provided, however,* that the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnified Party (not to be unreasonably withheld or delayed) unless the judgment or proposed settlement (A) involves only the payment of money damages which are paid in full by the Indemnifying Party, and (B) does not impose any other relief (including an injunction or other equitable relief) upon the Indemnified Party.

(iii) Unless and until an Indemnifying Party assumes the defense of the Third-Party Claim as provided in §8(d)(ii) above, the Indemnified Party may defend against the Third-Party Claim in any manner he, she, or it may reasonably deem appropriate. In addition, in the event that (A) legal counsel for the Indemnified Party notifies the Indemnifying Party that there are or may be legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party which, if the Indemnified Party and the Indemnifying Party were to be represented by the same counsel, would constitute a conflict of interest for such counsel or prejudice prosecution of the defenses available to the Indemnified Party, or (B) the Indemnifying Party assumes the defense of a Third-Party Claim and fails to diligently prosecute such defense, then in either such case the Indemnified Party may, by notice to the Indemnifying Party, employ its own counsel and control the defense of the Third-Party Claim. The Indemnifying Party shall be liable for the reasonable fees, charges and disbursements of counsel employed by the Indemnified Party, to the extent that the same are incurred in controlling the defense of a Third-Party Claim pursuant to the foregoing provisions of this paragraph (iii). Except as otherwise provided in this paragraph (iii), should the Indemnifying Party assume the defense of a Third-Party Claim, the Indemnifying Party shall not be liable to the Indemnified Party for legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof, but shall continue to pay for any Adverse Consequences (including any expenses of investigations) as required hereunder; *provided, however,* that the Indemnified Party shall in any event have the right to participate in such defense and to employ counsel, at its own expense, separate from counsel employed by the Indemnifying Party. Whether the Indemnifying Party or the Indemnified Party controls the defense of the Third-Party Claim, the Parties shall cooperate in the defense thereof. Such cooperation shall include the retention of records and information which are relevant to the Third-Party Claim, and making themselves (or their employees) available on a mutually convenient basis to provide information and explanation of any materials provided hereunder.

(iv) In no event will the Indemnified Party consent to the entry of any judgment on or enter into any settlement with respect to the Third-Party Claim without the prior written consent of each of the Indemnifying Parties (not to be unreasonably withheld or delayed).

(e) *Determination of Adverse Consequences.* All indemnification payments under this §8 shall be paid by the Indemnifying Party net of any Tax Benefit (as defined herein) and related insurance recovery that is actually received by the Indemnified Party. All indemnification payments under this §8 shall be deemed adjustments to the Purchase Price. "Tax Benefit" means the net decrease realized in any Indemnified Party's liability for Taxes (including, without limitation, any increases in Tax refunds and credits) as a result of the indemnification claim to which the payment relates.

(f) *Exclusive Remedy.* Buyer and Sellers acknowledge and agree that, following the Closing, except in cases of intentional fraud or intentional misconduct (it being understood that the Threshold and the Cap shall not apply to such cases) and except for specific performance or other injunctive relief as set forth in §10(s) with respect to §2(d) and §6, the foregoing indemnification provisions in this §8 shall be the exclusive remedy of Buyer and Sellers in respect of any and all claims (other than claims that a representation or warranty made by a party was deliberately made by such party with actual knowledge that the representation or warranty was materially untrue) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement that it may have against the other parties hereto and their Affiliates arising under or based upon any applicable law, except pursuant to the indemnification provisions set forth in this §8. Except for the specific representations and warranties expressly made by Sellers in this Agreement, Buyer specifically disclaims that it is relying upon or has relied upon any other representations or warranties that may have been made, and acknowledges and agrees that Sellers have specifically disclaimed and do hereby specifically disclaim any such other representations or warranties by any Seller, Target or any other Person.

9. [Reserved.]

10. *Miscellaneous.*

(a) *Press Releases and Public Announcements.* No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of Buyer and Requisite Sellers; *provided, however,* that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its reasonable best efforts to advise the other Parties prior to making the disclosure).

(b) *No Third-Party Beneficiaries.* Except as set forth in §8, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) *Entire Agreement.* This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(d) *Succession and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of Buyer and Requisite Sellers; *provided, however*, that Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

(e) *Counterparts.* This Agreement may be executed in one or more counterparts (including by means of facsimile or .pdf), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) *Notices.* All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) 1 business day after being sent for overnight delivery to the recipient by reputable overnight courier service (charges prepaid), or (iii) 4 business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Sellers: 143 West Seven Oaks Drive
Greenville, SC 29605
Attn: William Sibley
Phone: 864-386-0180
Email: billsib2@gmail.com

With a copy (which shall not constitute notice) to: Wyche, P.A.
44 East Camperdown Way
Greenville, SC 29601
Attn: Andrew Coburn
Email: acoburn@wyche.com

If to Buyer: Decide4action Inc.
4016 Messina Dr.
Lake Mary, FL 32746
Attn: Richard Bergeron

expenses) incurred by Sellers and/or Target in connection with this Agreement and the transactions contemplated hereby, provided that such expenses will be paid out of cash that would otherwise be paid to Sellers pursuant to Buyer's agreement that all Target cash will be paid or distributed to Sellers at or prior to Closing.

(m) *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

(n) *Incorporation of Annexes and Disclosure Schedule.* The Annexes identified in this Agreement and the Disclosure Schedule are incorporated herein by reference and made a part hereof.

(o) *Currency.* All references in this Agreement to currency shall be deemed to be references to United States Dollars and all amounts or sums of money required to be paid pursuant to this Agreement shall be paid in United States Dollars.

(p) *Transfer Taxes.* Any U.S. federal, state and local transfer, documentary, sales, use, stamp, registration and other such Taxes, and any conveyance fees or recording charges incurred by Sellers or Target in connection with the transactions contemplated by this Agreement shall be timely paid by the Party legally responsible for such Taxes. Such Party shall, at its own expense, timely file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges and, if required by applicable law, Sellers and/or Buyer shall (and Buyer shall cause its Affiliates to) join in the execution of any such Tax Returns and other documentation.

(q) *Construction.* For purposes of this Agreement: (i) the word "including" shall mean "including without limitation"; (ii) the terms "hereof", "herein", "hereunder", "hereby" and words of similar import refer to this entire Agreement; (iii) all pronouns and any variations thereof refer to the masculine, feminine or neuter, as the identity of the Person or Persons may require; and (iv) unless the context otherwise requires, words using the singular or plural number also include the plural and singular number, respectively.

(r) *Specific Performance.* The Parties agree that irreparable damage would occur and that the Parties would not have any adequate remedy at law in respect of a breach of §2(d) or §6. Accordingly, the Parties agree that they shall be entitled to an injunction, specific performance or other equitable relief with respect to breaches, threatened breaches or non-performance by the other Party(ies) of the terms and provisions of such sections, in addition to any other remedy to which such Party(ies) are entitled at law or in equity.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

BUYER:

Decide4action Inc., a Florida corporation

By: 

Name: Richard Bergeron
Title: President

SELLERS:

William A.L. Sibley, Jr.

Joyce Featherstone

James T. Clark

Frank T. Starrett, Jr.

Scott W. Dozier

Robert E. Leviner

TARGET:

Computer Control + Integration, Inc.,
a South Carolina corporation

By: _____

Name: _____

Title: _____

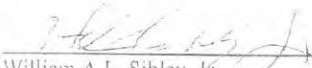
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

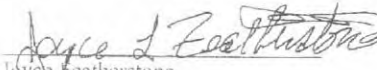
BUYER:

Decide4action Inc

By: _____
Name: Richard Bergeron
Title: President

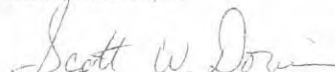
SELLERS



William A.L. Sibley, Jr.


Joyce Featherstone


James T. Clark



Frank T. Starrett, Jr.


Scott W. Dozier


Robert E. Leviner

TARGET:

Computer Control + Integration, Inc.,
a South Carolina corporation

By: 
Name: W.A.L. Sibley, Jr.
Title: CEO

Appendix A

1. Definitions.

"**Action**" means litigation, action, suit, hearing, investigation or other proceeding by or before any Governmental Authority.

"**Advance**" has the meaning set forth in §6(e)(ii).

"**Adverse Consequences**" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses but excluding punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple

"**Affiliate**" of a Person means any other Person controlling, controlled by or under common control with such Person, where "control" means the authority, directly or indirectly, to determine the management and policies of a Person, whether through ownership, by contract or otherwise.

"**Affiliated Group**" means any affiliated group within the meaning of Code §1504(a) or any similar group defined under a similar provision of state, local or foreign law.

"**Allocable Portion**" means, with respect to each Seller, the portion of the Purchase Price allocable to such Seller, as set forth on Annex A.

"**Business**" means the business of the development, installation and maintenance of computer software for industrial process monitoring and control systems, primarily for the food & beverage and textile industries.

"**Buyer**" has the meaning set forth in the preface above.

"**Charter Documents**" has the meaning set forth in the Agreement in §4(a)(ii).

"**CC+I**" has the meaning set forth in the preface above.

"**Closing**" has the meaning set forth in §2(c) in the Agreement.

"**Closing Date**" has the meaning set forth in §2(c) in the Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time.

"**Competitive Activity**" has the meaning set forth in §6(d)(i).

"Confidential Information" means any and all confidential or proprietary information concerning the business and affairs of Target; provided that confidential information shall not include information that (a) is or becomes generally available to the public through lawful means and not as a result of an unauthorized disclosure by or on behalf of the Party bound by the relevant confidentiality obligation hereunder, (b) is obtained from a third party who is not under a legal duty not to keep such information confidential or (c) is required to be disclosed in connection with any legal proceeding or otherwise under applicable law, provided that in such latter case prompt notice shall be given to the other party to permit such other party to seek, at its own expense, a protective order or waive compliance with this provision.

"Disclosure Schedule" means the disclosure schedule delivered by Sellers to Buyer on the Effective Date in connection with the Sections referenced therein, as amended in the manner permitted by this Agreement.

"Employee Benefit Plan" means any "employee benefit plan" (as such term is defined in ERISA §3(3)) and any other plan, policy, program, practice, agreement, understanding or arrangement (whether written or oral) providing compensation (other than base salary or hourly pay), insurance or other employee benefits to any current or former director, officer, employee or consultant (or to any dependent or beneficiary thereof) of Target which are now, or were within the past six (6) years, maintained, sponsored or contributed to by Target or in respect of which Target has or may have any material obligation or liability, whether actual or contingent, including all incentive, bonus, profit sharing, deferred compensation, severance, vacation, holiday, cafeteria, medical, disability, or equity-based compensation plans, policies, programs, practices or arrangements.

"Employee Pension Benefit Plan" has the meaning set forth in ERISA §3(2).

"Employee Welfare Benefit Plan" has the meaning set forth in ERISA §3(1).

"Environmental, Health, and Safety Requirements" means all federal, state, local, and foreign statutes, regulations, and ordinances concerning public health and safety, worker health and safety, pollution, or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances, or wastes, as such requirements are enacted and in effect on or prior to the Closing Date.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time.

"ERISA Affiliate" means each entity that is treated as a single employer with Target for purposes of Code §414.

"Financial Statements" has the meaning set forth in §4(g) in the Agreement.

"Governmental Authority" means any nation or government (including a foreign nation or government), any state, provincial, regional, local or other political subdivision thereof, any court, other entity or official exercising executive, legislative, judicial, regulatory or

administrative functions of or pertaining to government, and any arbitral tribunal, arbitrator or other non-governmental regulatory or judicial body, to the extent that the rules, regulations or orders of such body have the force of Law.

"Income Tax" means any federal, state, local, or foreign income tax measured by or imposed on net income, including any interest, penalty, or addition thereto, whether disputed or not.

"Income Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Income Taxes, including any schedule or attachment thereto.

"Indebtedness" means, with respect to any Person, (i) all indebtedness of such Person, whether or not contingent, for borrowed money (including reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured), (ii) all obligations of such Person for the deferred purchase price of property or services, other than accrued payables and trade liabilities arising in the Ordinary Course of Business, (iii) all other indebtedness of such Person evidenced by notes, bonds, debentures, capitalized leases, letters of credit or other similar instruments whether principal, interest, premium, penalties or otherwise, (iv) all interest rate and currency swaps, caps, collars and similar agreements or hedging instruments under which payments are obligated to be made by such Person, whether periodically or upon the happening of a contingency, (v) all indebtedness created or arising under any conditional sale or title retention agreement with respect to property acquired by such Person and (vi) all indebtedness of others referred to in clauses (i) through (v) above guaranteed directly or indirectly in any manner by such Person.

"Indemnified Party" has the meaning set forth in §8(d) in the Agreement.

"Intellectual Property" means all registered and unregistered intellectual property rights throughout the world, including, without limitation, all of the following items along with the right to sue and recover for past infringements or misappropriations thereof: (i) patents, patent applications, patent disclosures and any reissue, continuation, continuation-in-part, division, revision, extension or reexamination thereof; (ii) trademarks, service marks and internet domain names, together with all goodwill associated therewith; registered and unregistered copyrights (including for all computer software) and mask works; (iii) all registrations, applications and renewals for any of the foregoing; and (iv) trade secrets.

"Indemnifying Party" has the meaning set forth in §8(d) in the Agreement.

"Laws" means all laws, statutes, rules, regulations, ordinances and other pronouncements (including judgments, decrees, injunctions and similar orders) having the effect of law of the United States, any foreign country or any domestic or foreign state, country, city or other political subdivision or of any Governmental Authority.

"Leased Real Property" means all leasehold or subleasehold rights to use or occupy the land, buildings, structures, improvements, fixtures, and other interests in real property that are used in Target's Business and are not owned by Target.

"Leases" means all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, pursuant to which Target holds or occupies any Leased Real Property.

"Liability" means any Indebtedness, liability or obligation of whatever kind or nature (whether direct or indirect, known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"Lien" means any mortgage, pledge, lien, security interest, adverse claim, charge, or other encumbrance, other than (a) liens for taxes not yet due and payable or for taxes that the taxpayer is contesting in good faith through appropriate proceedings and in respect of which adequate reserves have been established in the taxpayer's financial statements, (b) purchase money liens and liens securing rental payments under capital lease arrangements, in each case, in specific pieces of equipment, and (c) mechanics', carriers', landlords' or similar liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

"Material Adverse Effect" or "Material Adverse Change" means any effect, change, circumstance, development, event, occurrence or state of facts that, individually or in the aggregate, is materially adverse to the business, results of operations, condition (financial or otherwise), assets, properties or prospects of Target or the Business, or to the ability of any Party to consummate timely the transactions contemplated hereby; provided that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect or Material Adverse Change: any adverse change, event, development, or effect arising from or relating to (1) general business or economic conditions, including such conditions related to the business of Target, unless Target is disproportionately affected compared to other companies in the same industry, (2) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories or possessions, (3) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), unless Target is disproportionately affected compared to other companies in the same industry, or (4) changes in the United States generally accepted accounting principles.

"Most Recent Financial Statements" has the meaning set forth in §4(g) in the Agreement.

"Most Recent Fiscal Month End" has the meaning set forth in §4(g) in the Agreement.

"Multiemployer Plan" has the meaning set forth in ERISA §3(37).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency, where applicable).

"Parties" has the meaning set forth in the preface above.

"PBGC" means the Pension Benefit Guaranty Corporation.

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a governmental entity (or any department, agency, or political subdivision thereof).

“**Premises Lease**” means that certain Lease Agreement, dated July 27, 2017, between Zeta Partnership LLC and Target, as amended.

“**Purchase Price**” has the meaning set forth in §2(c) in the Agreement.

“**Required Consents**” means all filings, consents, approvals, waivers and authorizations listed in §5(b) of the Disclosure Schedule.

“**Requisite Sellers**” means Sellers holding a majority of issued and outstanding Target Shares, as set forth in §4(b) of the Disclosure Schedule.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time.

“**Securities Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time.

“**Seller**” and “**Sellers**” have the meanings set forth in the preface above.

“**Sellers’ Knowledge**” means the actual knowledge of each Seller and the knowledge each Seller would have after due inquiry (for the purposes hereof, “due inquiry” shall mean review of Target records related to the relevant matter, if any, and consultation with such employees of Target as would reasonably be expected to have knowledge of the relevant matter).

“**Sellers’ Representative**” means William Sibley.

“**Shareholders Agreement**” means that certain Stockholders’ Agreement dated July 28, 1988 among Target and certain Sellers, as amended to date.

“**Subsidiary**” means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity’s gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term “Subsidiary” shall include all Subsidiaries of such Subsidiary.

“Target” has the meaning set forth in the recitals above.

“Target Share” means any share of the common stock, par value \$1.00 per share, of Target.

“Tax” or “Taxes” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

“Tax Benefit” has the meaning set forth in §8(e) in the Agreement.

“Tax Claim” has the meaning set forth in §6(e)(ii).

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Third-Party Claim” has the meaning set forth in §8(d) in the Agreement.

ANNEX A
SELLER ALLOCABLE PORTION

Seller	Closing Payment	Allocable Portion
William A.L. Sibley, Jr.	\$1,904,814.00	46.00%
Joyce Featherstone	\$731,282.94	17.66%
James T. Clark	\$545,356.53	13.17%
Frank T. Starrett, Jr.	\$545,356.53	13.17%
Scott W. Dozier	\$207,045.00	5.00%
Robert E. Leviner	\$207,045.00	5.00%
Total	\$4,140,900.00*	100.00%

*

Closing Payment	\$4,140,900
Generational Equity fee	\$ 259,100
Purchase Price	\$4,400,000

ANNEX B
FINANCIAL STATEMENTS

See attached.

	<u>Jun 30, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 - Wells Fargo #8003 Operations	3,717.88
80000 - LOC Wells Fargo - Adv to cking (Line of Credit)	<u>-39,500.00</u>
Total Checking/Savings	-35,782.11
Accounts Receivable	
Accounts Receivable (A/R)	<u>-3,037.00</u>
Total Accounts Receivable	<u>-3,037.00</u>
Total Current Assets	<u>-38,819.11</u>
TOTAL ASSETS	<u><u>-38,819.11</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 - Accounts Payable (Unpaid or unapplied vendor bills or	<u>-1,102.05</u>
Total Accounts Payable	-1,102.05
Credit Cards	
0007 - Diane's CC ending In 4972 (Diane Lahti)	<u>-524.80</u>
Total Credit Cards	-524.80
Other Current Liabilities	
Equity LOC loan to company	<u>60,000.00</u>
Total Other Current Liabilities	<u>60,000.00</u>
Total Current Liabilities	<u>58,373.15</u>
Total Liabilities	58,373.15
Equity	
Residential Equity Line	19,500.00
30000 - Opening Balance Equity (Opening balances during setup post to this accou	3,602.09
32000 - Retained Earnings (Undistributed earnings of the corporation)	-6,619.55
Net Income	<u>-119,674.80</u>
Total Equity	<u>-87,192.26</u>
TOTAL LIABILITIES & EQUITY	<u><u>-38,819.11</u></u>

70060 - Company Medical Insurance	2,576.46
70070 - Individual Loan Interest	1,270.96
70080 - Individual Loan Principal	12,000.00
70090 - Credit Line Interest	5,981.69
70095 - Credit Line Principal	170,000.00
Total Expense	<u>984,339.81</u>
Net Ordinary Income	<u>-119,874.80</u>
Net Income	<u><u>-119,874.80</u></u>

Jun 30, 15

ASSETS

Current Assets

Checking/Savings

10000 - Wells Fargo #6003 Operations	200,847.96
11000 - Wells Fargo #1807 Ckg Payroll (Payroll Account)	1,048.17
30000 - LOC Wells Fargo Adv to cking (Line of Credit)	49,622.33
81400 - Wells Fargo Savings #8527 (Business High Yield Savings Account)	24,797.27
81500 - TD Bank Savings (Savings Account #5912)	100,069.85
81501 - TD Bank Checking (Checking Account)	3,001.37

Total Checking/Savings

230,641.74

Accounts Receivable

Accounts Receivable (A/R)

-3,037.00

Total Accounts Receivable

-3,037.00

Total Current Assets

227,604.74

TOTAL ASSETS

227,604.74

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 - Accounts Payable (Unpaid or unapplied vendor bills or credits)

-1,102.05

Total Accounts Payable

-1,102.05

Other Current Liabilities

Equity LOC loan to company

335,925.00

Total Other Current Liabilities

335,925.00

Total Current Liabilities

334,822.95

Total Liabilities

334,822.95

Equity

Residential Equity Line

-1,486,214.95

30000 - Opening Balance Equity (Opening balances during setup post to this account. The balance of tl

9,650.26

32000 - Retained Earnings (Undistributed earnings of the corporation)

125,294.35

Net Income

1,494,640.83

Total Equity

-107,218.21

TOTAL LIABILITIES & EQUITY

227,604.74

	<u>Jul '14 - Jun '15</u>
Ordinary Income/Expense	
Income	
Services	
70100 · Maintenance Income	446,870.58
70200 · Project Income	1,632,147.27
Total Services	<u>2,077,817.85</u>
70500 · Discounts given	18.23
Total Income	<u>2,077,836.08</u>
Cost of Goods Sold	
50000 · *Cost of Goods Sold	
30500 · Sales-Parts	181,071.24
50000 · *Cost of Goods Sold - Other	0.00
Total 50000 · *Cost of Goods Sold	<u>181,071.24</u>
Total COGS	<u>181,071.24</u>
Gross Profit	1,896,764.84
Expense	
Payments Made	-55.53
17609 · Office Furniture/Equipment (Office Furniture/Equipment)	105.99
17610 · Equipment R&D	34,220.37
17615 · Software R&D (Software R&D)	947.15
22000 · Tax Payments	218.17
22100 · State Income Tax-EOY (State Income Tax-EOY)	4,287.00
22150 · State Qtrly Income Tax-QTR (State Qtrly Income Tax-QTR)	4,600.00
22200 · Federal Income Tax-EOY (Federal Income Tax-EOY)	18,373.00
22250 · Federal Qtrly Income Tax-QTR (Federal Qtrly Income Tax-QTR)	14,640.00
30700 · Sales - Refund	-122.00
40016 · Contract Labor	20,825.01
60010 · Salaries, Wages, Bonuses	1,002,000.00
60040 · Group105 Plan Insurance	27,562.93
60041 · Key Man Life Insurance	36,842.76
60042 · Group 125 Plan Insurance	809.14
60045 · Medical Insurance	7,226.95
60050 · Health Savings Account	22.50
60220 · Transportation Expense	29,344.81
60230 · Lodging	12,632.90
60240 · Meals and Entertainment	8,373.02
60510 · Advertising & Promotional	209.95
60530 · Stationery & Printing	236.14
60540 · Dues & Subscriptions	8,620.00
60590 · Marketing	6,844.96
60610 · Telephone	14,998.31
60650 · Postage/Shipping	4,934.84
60670 · Office Supplies	12,522.90
60680 · Office Equipment Expense	5,159.62
60790 · Other Office Expenses	3,648.15

60810 · Utilities	3,859.57
60820 · Repair & Maintenance	2,463.72
60830 · Rent or Lease	27,129.00
60910 · General Business Insurance	7,111.00
60920 · Accounting Fees	4,450.00
60940 · Consulting Fees	36,500.00
60950 · Bank Charges	9.00
60992 · Miscellaneous Taxes	62.25
70070 · Individual Loan Interest	175.97
70080 · Individual Loan Principal	2,000.00
70090 · Credit Line Interest	541.23
70095 · Credit Line Principal	29,913.95
81200 · Early Credit Card Payment	10,191.85
Total Expense	<u>1,404,425.12</u>
Net Ordinary Income	492,338.72
Other Income/Expense	
Other Income	
30600 · Sales - Refund - Income (Sales - Refund - Income)	34.16
60085 · Interest Earned	<u>267.95</u>
Total Other Income	<u>302.11</u>
Net Other Income	<u>302.11</u>
Net Income	<u><u>492,640.83</u></u>

	<u>Jun 30, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 - Wells Fargo #6003 Operations	169,375.18
11000 - Wells Fargo #1007 Ckg Payroll (Payroll Account)	1,035.34
11200 - Park Sterling Saving #2002	90,066.74
80000 - LOC Wells Fargo - Adv to aking (Line of Credit)	-49,822.33
81400 - Wells Fargo Savings #8527 (Business High Yield Savings Account)	371.89
91500 - TD Bank Savings (Savings Account #5912)	233,754.95
Total Checking/Savings	<u>444,882.17</u>
Accounts Receivable	
Accounts Receivable (A/R)	-9,319.45
Total Accounts Receivable	<u>-9,319.45</u>
Total Current Assets	<u>435,562.72</u>
TOTAL ASSETS	<u>435,562.72</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 - Accounts Payable (Unpaid or unapplied vendor bills or credits)	-1,846.22
Total Accounts Payable	<u>-1,846.22</u>
Credit Cards	
WF Visa Control Acct#5122	
WF Clark #4931	12,577.86
WF Dozier #4949	28,666.79
WF Morrow #7426	2,134.81
WF Sibley Co-2 #4923	17,372.27
WF Starrett #4980	137.79
WF Taylor #2111	4,646.85
WF Viveros #9389	265.43
WF Herrmann #7797	7,296.95
WF Visa Control Acct#5122 - Other	19,770.40
Total WF Visa Control Acct#5122	<u>93,269.23</u>
Total Credit Cards	<u>93,269.23</u>
Other Current Liabilities	
Equity LOC loan to company	313,431.00
Total Other Current Liabilities	<u>313,431.00</u>
Total Current Liabilities	<u>404,864.01</u>
Total Liabilities	404,864.01
Equity	
Residential Equity Line	-1,486,214.95
30000 - Opening Balance Equity (Opening balances during setup post to this account. The balance of this acco	9,850.26
32000 - Retained Earnings (Undistributed earnings of the corporation)	1,369,348.48
Net Income	137,426.92
Total Equity	<u>30,208.71</u>
TOTAL LIABILITIES & EQUITY	<u>435,062.72</u>

3:58 PM
05/01/17
Cash Basis

Computer Control + Integration
Profit & Loss
July 2015 through June 2016

Jul '16 - Jun '16

Ordinary Income/Expense	
Income	
Services	
70100 · Maintenance Income	531,715.58
70200 · Project Income	1,826,834.92
Total Services	2,358,550.50
Total Income	2,358,550.50
Cost of Goods Sold	
50000 · *Cost of Goods Sold	
30240 · Sales - Meals & Entertainment	15,754.50
30230 · Sales - Lodging	41,522.75
30220 · Sales - Transportation	44,444.55
30510 · Sales - Parts Repair	989.89
30800 · Sales - Shipping/Freight	1,760.74
30550 · Sales Parts Contact Labor	2,381.59
30500 · Sales-Parts	253,623.06
Total 50000 · *Cost of Goods Sold	360,457.17
Total COGS	360,457.17
Gross Profit	1,998,093.33
Expense	
17610 · Equipment R&D	1,345.83
17615 · Software R&D (Software R&D)	506.73
22000 · Tax Payments	484.95
22100 · State Income Tax-EOY (State Income Tax-EOY)	22,823.00
22150 · State Qtrly Income Tax-QTR (State Qtrly Income Tax-QTR)	27,400.00
22200 · Federal Income Tax-EOY (Federal Income Tax-EOY)	168,529.00
22250 · Federal Qtrly Income Tax-QTR (Federal Qtrly Income Tax-QTR)	183,160.00
40016 · Contract Labor	184.72
40020 · Janitorial Service	2,275.00
60000 · Employment Expense	15,820.61
60010 · Salaries, Wages, Bonuses	1,274,217.23
60040 · Group105 Plan Insurance	24,205.42
60041 · Key Man Life Insurance	36,842.76
60042 · Group 125 Plan Insurance	2,630.55
60045 · Medical Insurance	5,085.10
60050 · Health Savings Account	15.00
60220 · Transportation Expense	3,484.97
60230 · Lodging	3,587.81
60240 · Meals and Entertainment	1,411.34
60540 · Dues & Subscriptions	3,648.74
60590 · Marketing	3,859.90
60610 · Telephone	14,418.64
60650 · Postage/Shipping	2,443.80
60660 · Contributions & Gifts	100.00
60670 · Office Supplies	5,759.85

Page 1 of 2

EXECUTION COPY

Schedule 4(a)
Directors and Officers

Directors:

William A.L. Sibley, Jr.
James T. Clark
Scott W. Dozier

Officers:

William A.L. Sibley, Jr., Chief Executive Officer
James T. Clark, President
Scott W. Dozier, VP Sales & Marketing
Frank T. Starrett, VP Systems Engineering & Customer Support
Robert E. Leviner, VP Application Design & Customer Support

EXECUTION COPY

Schedule 4(b)
Stock Ownership

<u>Stockholder</u>	<u>Shares</u>
William A.L. Sibley, Jr.	4,600
Joyce Featherstone	1,766
James T. Clark	1,317
Frank T. Starrett, Jr.	1,317
Robert E. Leviner	500
Scott W. Dozier	500

EXECUTION COPY

Schedule 4(e)
Tangible Assets

Not applicable

EXECUTION COPY

Schedule 4(i)
Events Subsequent to May 17, 2017

1. Target has signed a new lease with its landlord, increasing the total space rented by Target.
2. Target has acquired additional furniture, fixtures and equipment for the additional space rented from its landlord.
3. Target paid a fiscal year-end bonus and subsequently has paid special bonuses to employees on three occasions.
4. Target commenced two new plant projects for Coca-Cola Bottling Company United in July, two new plant projects for Coca-Cola Bottling Company Consolidate in July and another plant project for United in October.

INDEMNITY ESCROW AGREEMENT

THIS INDEMNITY ESCROW AGREEMENT (this "Agreement") is made as of October 16, 2017, by and among **Decide4action Inc.**, a Florida corporation ("Buyer"), **William A.L. Sibley, Jr., Joyce Featherstone, James T. Clark, Frank T. Starrett, Jr., Scott W. Dozier and Robert E. Leviner**, residents of South Carolina ("Sellers"), and **United Community Bank** ("Escrow Agent"). Capitalized terms not expressly defined in this Agreement shall have the meanings assigned to them in the Purchase Agreement (defined herein below).

WHEREAS Sellers and Buyer entered into that certain Stock Purchase Agreement dated October 13, 2017 (the "Purchase Agreement") whereby Buyer agreed to purchase the stock of **Computer Control + Integration, Inc.**, a South Carolina corporation (the "Company"), from Sellers; and

WHEREAS as an inducement for Buyer to enter into the Purchase Agreement, Sellers agreed to deposit a portion of the proceeds received by Sellers (the "Escrow Contributions") into an escrow account to be available to satisfy indemnification obligations that Sellers might have to Buyer under the Purchase Agreement.

In consideration of the agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers, Buyer and Escrow Agent hereby agree as follows:

1. Establishment of Escrow.

(a) As soon as reasonably practicable after the Closing, Sellers shall deliver to Escrow Agent the Escrow Contributions, paid in United States Dollars in cash by wire transfer of immediately available funds (collectively, the "Original Escrow Fund"). Escrow Agent shall acknowledge receipt thereof. The Original Escrow Fund that is initially deposited with Escrow Agent, prior to any interest thereon or proceeds therefrom, constitutes a portion of the Purchase Price.

(b) Escrow Agent hereby agrees to act as escrow agent and to hold, safeguard and disburse the Original Escrow Fund, together with any earnings and income thereon ("Fund Income"), pursuant to the terms and conditions hereof. The Original Escrow Fund, less all distributions of the Original Escrow Fund, held pursuant to this Agreement shall be referred to herein as the "Remaining Escrow Fund". The Remaining Escrow Fund plus any undistributed Fund Income shall be referred to as the "Escrow Fund".

2. **Investment of Funds.** Within three (3) business days after receipt of the Original Escrow Fund, the Escrow Fund shall be deposited and maintained in time deposits with or certificates of deposit of a bank, trust company or federal savings and loan association having at least \$1,000,000,000 of capital, surplus and undivided profits at the time of the investment, until disbursement of the entire Escrow Fund or termination of this Agreement pursuant to Section 4 hereof.

3. Claims and Release of Escrow Amount.

(a) General. Escrow Agent shall disburse the Escrow Fund in accordance with the terms of this Agreement. Escrow Agent shall be under no obligation to disburse funds from the Escrow Fund until (i) it receives a Joint Written Direction (defined herein below) directing it to so act, (ii) any party delivers a final, non-appealable court order (an "Order") directing Escrow Agent to act or (iii) the Escrow Agent is required to make a disbursement under the terms of this Agreement. Escrow Agent shall act solely upon this Agreement and the instructions that it receives and shall not be responsible for determining whether such instructions are in accordance with the terms of the Purchase Agreement.



(b) Joint Written Direction. Escrow Agent shall disburse all or part of the Escrow Fund at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction, which disbursement will be paid within three (3) business days of Escrow Agent's receipt of such Joint Written Direction. Such Joint Written Direction shall contain complete payment instructions, including wiring instructions or an address to which a check shall be sent. "Joint Written Direction" shall mean a written direction executed by an authorized representative of Buyer and the Sellers' Representative, **William A.L. Sibley, Jr.**, directing Escrow Agent to disburse all or a portion of the Escrow Fund or to take or refrain from taking any other action pursuant to this Agreement. Each of Buyer and Sellers' Representative shall prepare, sign and deliver any Joint Written Direction directing the Escrow Agent to distribute the Escrow Fund, or a portion thereof, as promptly as practicable after payments are or may become due and payable pursuant to and in accordance with the terms of this Agreement and the Purchase Agreement.

(c) Disbursement Pursuant to Indemnification Claims. At any and each time before 11:59 PM Eastern Time on the first anniversary of the date of the Closing Date (the "Indemnification Escrow Release Date") that it is determined that Buyer is entitled to indemnification with respect to any indemnification claim pursuant to Section 8 of the Purchase Agreement, Buyer and Sellers' Representative shall promptly deliver to the Escrow Agent a Joint Written Direction directing the Escrow Agent to release from the Escrow Fund and pay the amount set forth in such Joint Written Direction. Such payment shall be made on or before the third (3rd) Business Day following the day on which the Escrow Agent receives such Joint Written Direction.

(d) Disbursement on the Indemnification Escrow Release Date. On the first (1st) Business Day following the Indemnification Escrow Release Date, the Escrow Agent shall release the remaining balance of the Escrow Fund, less the aggregate amount of Pending Claims (defined herein below), to Sellers. The Escrow Agent shall not distribute, and will continue to hold, the portion of the Escrow Fund equal to the aggregate amount of all pending claims, if any, against the Escrow Fund pursuant to the Purchase Agreement (the "Pending Claims"). The Escrow Agent shall only continue to hold a portion of the Escrow Fund for the Pending Claims if Buyer has provided to Escrow Agent and Sellers' Representative, no fewer than three (3) Business Days prior to the Indemnification Escrow Release Date, a written notice describing the Pending Claims in reasonable detail, indicating the estimated amount and methodology for determining the amount of the Pending Claims (the "Pending Claims Amount") and the provision or provisions under the Purchase Agreement upon which such claim is based. Any such Pending Claims Amount remaining after disbursement pursuant to paragraph (c) above for resolved Pending Claims will remain in escrow until the final resolution of such Pending Claims, at which time the Pending Claims Amount will be released no later than three (3) Business Days following the earlier of (i) the date that a Joint Written Direction with respect to the remaining Escrow Fund is received by Escrow Agent or (ii) receipt by Escrow Agent of an Order directing Escrow Agent to act. Each of Buyer and Sellers' Representative shall prepare, sign and deliver any Joint Written Direction directing the Escrow Agent to distribute the Escrow Fund, or a portion thereof, as promptly as practicable after payments are or may become due and payable pursuant to and in accordance with the terms of this Agreement and the Purchase Agreement.

4. **Termination of Escrow.**

Subject to the provisions of Section 3(c) and Section 3(d), on the first (1st) Business Day after the Indemnification Escrow Release Date, this Agreement shall terminate and Escrow Agent shall pay and distribute the Escrow Fund to Sellers. This Agreement shall terminate earlier upon the disbursement of the entire Escrow Fund. Section 5(b) and Section 5(e) hereof, and any other provisions of this Agreement that by their nature should survive, shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.

5. **Duties of Escrow Agent.**

(a) Escrow Agent shall not be required to invest any funds held hereunder except as directed in this Agreement.

(b) Escrow Agent shall not be liable, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, the other parties hereto shall jointly and severally indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Agreement. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its own gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Fund, or any loss of interest incident to any such delays.

(c) Escrow Agent shall be entitled to conclusively rely upon any Order, certification, demand, notice, instrument or other writing delivered to it in connection herewith without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that the undersigned representative of any party hereto that is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that party unless written notice to the contrary is delivered to Escrow Agent.

(d) Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

(e) Escrow Agent does not have any interest in the Escrow Fund deposited hereunder but is serving as escrow holder only and only has possession thereof. Any payments of income from the Escrow Fund shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide Escrow Agent with appropriate Internal Revenue Service Forms W-9 for tax identification number certification or non-resident alien certifications. During the term of this Agreement, Escrow Agent shall provide Buyer and Seller such information and reports concerning the Escrow Fund as either of them may reasonably request. Promptly after the termination of this Agreement or the resignation of Escrow Agent, Escrow Agent shall make an accounting of the Escrow Fund to Buyer and Sellers. The fees and expenses of Escrow Agent with respect to such reports and accountings shall be borne by Buyer and Seller as provided in **Section 5(i)** hereof.

(f) Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of any security or other document or instrument held by or delivered to it.

(g) Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(h) Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the Escrow Fund to any successor Escrow Agent jointly designated by Buyer and Sellers' Representative in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be

discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent will take effect on the earlier of (i) the appointment of a successor (including a court of competent jurisdiction) or (ii) the day that is 30 days after the date of delivery of its written notice of resignation to the other parties hereto. If at that time Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the Escrow Fund until receipt of (i) a designation of successor Escrow Agent, (ii) a Joint Written Direction designating a successor Escrow Agent or (iii) an Order designating a successor Escrow Agent.

(i) Notwithstanding anything above to the contrary, in the event of any disagreement between the parties hereto resulting in adverse claims or demands being made in connection with the Escrow Fund or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the Escrow Fund until Escrow Agent shall have received (i) an Order directing delivery of the Escrow Fund or (ii) a written agreement executed by Buyer and Sellers' Representative directing delivery of the Escrow Fund, in which event Escrow Agent shall disburse the Escrow Fund in accordance with such Order or agreement. Any Order shall be accompanied by a certificate from the presenting party to the effect that it has been advised by legal counsel that the Order is final and non-appealable. Escrow Agent shall act on such Order and legal opinion without further question.

(j) Buyer and Sellers shall pay Escrow Agent compensation (as payment in full) for the services to be rendered by Escrow Agent in accordance with Annex 1 to this Agreement. Any such compensation and reimbursement to which Escrow Agent is entitled shall be borne 50% by Buyer and 50% by Sellers.

(k) In no event shall Escrow Agent be responsible or liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether Escrow Agent has been advised of the likelihood of such loss or damage regardless of the form of action.

(l) Buyer and Sellers, jointly and severally, agree to indemnify each of Escrow Agent or any of its agents, and to hold them harmless against, any and all loss, damage, claims, liability or expense, including taxes (other than taxes based upon, measured by or determined by the income of Escrow Agent), arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim (whether asserted by the Buyer or Sellers or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, or in connection with enforcing the provisions of this Section, except to the extent that such loss, damage, claim, liability or expense is due to its own gross negligence or willful misconduct.

(m) In no event shall Escrow Agent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Escrow Agent shall use reasonable efforts consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

6. **Limited Responsibility.**

This Agreement expressly sets forth all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against Escrow Agent. Escrow Agent shall not be bound by the provisions of any agreement among the other parties hereto except this Agreement.

7. **Fund Income; Ownership for Tax Purposes.**

All interest and other investment income earned on the Escrow Fund, net of any investment losses, shall accrue to the benefit of the Sellers. Interest and other investment income shall be paid to Sellers upon the final distribution of the Escrow Fund. Sellers and Buyer agree that, for purposes of federal and other taxes based on income, Sellers will be treated as the owners of the Escrow Fund and that Sellers will report all income, if any, that is earned on, or derived from, the Escrow Fund as their income in the taxable year or years in which such income is properly includable and pay any taxes, if any, attributable thereto.

8. **Notices.**

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) received by registered or certified mail, return receipt requested, or (c) received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate address set forth below (or to such other address as a party may designate by notice to the other parties):

If to Sellers: 143 W. Seven Oaks Dr.
Greenville, SC 29605
Attn : William Sibley

If to Buyer: Decide4action Inc.
4016 Messina Dr.
Lake Mary, FL 32746
Attn: Richard Bergeron

If to Escrow Agent: United Community Bank
306 East North St.
Greenville, SC 29601
Attn : Sharon Whitney

9. **Governing Law.**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF SOUTH CAROLINA. ANY DISPUTES HEREUNDER SHALL BE RESOLVED IN THE STATE AND FEDERAL COURTS LOCATED IN GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, AND THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SUCH STATE AND FEDERAL COURTS.

10. **Multiple Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. **Interpretation.**

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

12. **No Waiver.**

The rights and remedies of the parties to 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 or the documents referred to in 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. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c), except as provided herein, no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

13. **Entire Agreement.**

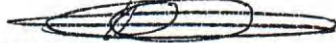
This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. This Agreement may not be amended except by written agreement executed by Buyer, Sellers and Escrow Agent.

[Signatures Follow.]

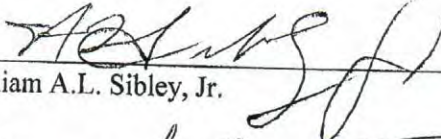
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

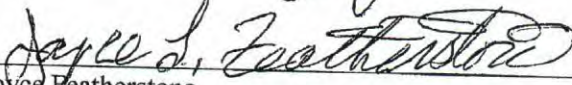
Buyer:


Decide4action Inc.

By: 
Richard Bergeron, President

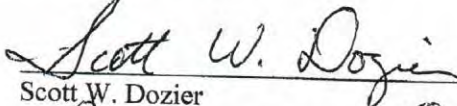
Sellers:

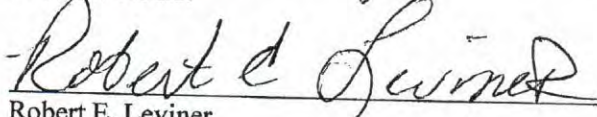

William A.L. Sibley, Jr.


Joyce Featherstone


James T. Clark


Frank T. Starrett, Jr.


Scott W. Dozier


Robert E. Leviner

Escrow Agent:

United Community Bank

By: _____
Name: _____
Title: _____

[Signature Page – Indemnity Escrow Agreement]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Buyer:

Decide4action Inc.

By: _____
Richard Bergeron, President

Sellers:

William A.L. Sibley, Jr.

Joyce Featherstone

James T. Clark

Frank T. Starrett, Jr.

Scott W. Dozier

Robert E. Leviner

Escrow Agent:

United Community Bank

By: Sharon Whitney
Name: Sharon Whitney
Title: SVP

[Signature Page – Indemnity Escrow Agreement]

Annex 1

Escrow Agent Fee Schedule

No amount shall be due to Escrow Agent pursuant to Section 5(j) of this Agreement. For the avoidance of doubt, this shall not affect Escrow Agent's entitlement to any amounts that may become due to Escrow Agent under any other provisions of this Agreement, including without limitation the provisions related to indemnification of Escrow Agent.



THE LAW OFFICES OF
TRULUCK THOMASON, LLC

ATTORNEYS

Kimberly Thomason, Managing Partner
Rachael Hardin, Associate
Devon Puriefoy, Associate

LOCATION

1011 E. Washington Street
Greenville, SC 29601

CONTACT

P & F 864-331-1751

September 19, 2018

United Community Bank
Attn: Sharon Whitney
306 East North St.
Greenville, SC 29601

Re: Computer Control + Integration Purchase, October 16, 2017

Dear Ms. Whitney:

Please let this letter serve as United Community Bank's notice that Decide4Action ("Buyer") has pending claims against William A.L. Sibley, Jr., Joyce Featherstone, James T. Clark, Frank T. Starrett, Jr., Scott W. Dozier, and Robert E. Leviner (collectively "Sellers") in the amount of at least One Million Three Hundred Fourteen Thousand Thirty-Four Dollars and No/100 (\$1,314,034.00). As set forth below, Decide4Action seeks indemnification from all Sellers and requests United Community Bank ("Escrow Agent") hold all funds in escrow until written notice from all parties shows the pending claims have been resolved.

On October 16, 2017, Buyer and Sellers entered into a Stock Purchase Agreement ("SPA") whereby Buyer would purchase from Sellers all issued and outstanding capital stock of Computer Control + Integration, Inc. ("CC+I"). Pursuant to the SPA, certain Seller warranties would survive closing for a period of twelve months after the date of signing. The SPA in relevant part provides in Paragraph 8(a) "[a]ll of the representations and warranties of Sellers contained in §4 above shall survive the Closing and continue in full force and effect until the date that is 12 months after the Closing Date..." Additionally, Paragraph 8(b) directs Buyer to:

"make a written claim for indemnification against Sellers pursuant to §10(h)¹ within the Survival Period (if there is an applicable survival period pursuant to §8(a) above), then such Seller shall indemnify Buyer or Target from and against any and all Adverse Consequences

¹ Which is presumably 10(g) that speaks to notice whereas 10(h) speaks to governing law of South Carolina.



suffered or incurred by Buyer or Target that arise from or are attributable to such breach; provided, however, that Sellers shall not have any obligation to indemnify Buyer or Target from and against any Adverse Consequences arising from or attributable to the breach of any representation or warranty or Sellers contained in §4 above (other than the representations and warranties in §4(a), §4(b), §4(c) and §4(d) above) (A) until Buyer has suffered Adverse Consequences by reason of all such breaches in excess of \$25,000.00 (the "Threshold"), after which point sellers will be obligated to indemnify Buyer from and against all such Adverse Consequences, including those counted towards the Threshold..."

As part of the SPA, Buyer and Sellers agreed to hold funds in escrow with Escrow Agent, the terms of which were memorialized in the Agreement Regarding Application of Funds ("Escrow Agreement") executed by Buyer, Sellers, and Escrow Agent (collectively "Parties"). Pursuant to the Escrow Agreement, "Buyer must provide to the Escrow Agent and Sellers' representative, no fewer than three (3) Business Days prior to the Indemnification Escrow Release Date (October 16, 2018), a written notice describing the Pending Claims in reasonable detail, indicating the estimated amount and methodology for determining the amount of the Pending Claims (the "Pending Claims Amount") and the provision or provisions under the Purchase Agreement upon which such claim is based." Therefore, as required by the SPA and Escrow Agreement, Buyer provides the following:

I. Pending Claims and Relevant SPA Provisions:

On June 22, 2017 and June 26, 2017, Sellers increased one (1) non-owner employee's salary and paid seven (7) bonuses to non-owner employees that in effect doubled their annual salaries for one year, totalling approximately Three Hundred Fifty-Nine Thousand Eight Hundred Seventy-Four Dollars (\$359,874.00). In an announcement to the company, Sellers justified these bonuses to non-owner employees based on CC+ I's "very profitable" previous fiscal year. Payment of these undisclosed bonuses occurred after the Due Diligence period ended on May 17, 2017 and materially and adversely affected the value of CC+1. In addition to bonuses being paid after the end of Due Diligence, Sellers failed to disclose the bonuses to Buyer prior to the closing on October 16, 2017. Sellers were bound by certain representations and warranties pursuant to the SPA, Paragraph 4(i) which provides, in relevant part:

(i) Events Subsequent to May 17, 2017. Except as set forth in § 4(i) of the Disclosure Schedule, since May 17, 2017, there has not been any Material Adverse Change and Target has conducted its business in the Ordinary Course of Business. Without limiting the generality of the foregoing, since May 17, 2017:

(xv) Target has not entered into or terminated any employment contract or collective bargaining agreement, written or oral, or modified the terms of any existing such contract or agreement;

(xvi) Target has not granted any increase in the base compensation of any of its directors, officers, or employees outside the Ordinary Course of Business;

(xvii) Target has not adopted, amended, modified or terminated any bonus, profit sharing, incentive, severance, or other plan, contract, or commitment for the benefit of any of its directors, officers, or employees (or taken any such action with respect to any other Employee Benefit Plan);

From OM:

OM Date: 1/18/2017
 Base Year: 2016
 Sales: \$2,500,000 Page 4
 EBITDA: **\$1,173,000** Page 4
 Salary and Wages (Non owners) \$116,000 Page 24

Offer Made based on OM
 First LOI Submitted: 2/8/2017
 Second LOI Submitted: 3/10/2017
 Offer: **\$4,400,000**
 EBITDA Multiple: **3.75**

Applicable SPA Clause: 4. (i)
 4. (XIV)
 4. (XV)
 4. (Xvi)
 4. (Xvii)
 4. (Xviii)

Non Owners Salaries and Bonuses disclosed during due diligence - 5/17/17

Name	Position	At the time of Due Diligence		At the time of closing		Date Changed	Difference (Annualized)	
		Salary	Bonus	Salary	Bonus		Salary	Bonus
Kimberly French	Admin	\$37,500	\$0	\$40,000	\$10,000	7/31/2017	\$2,500	\$10,000
Taylor, Joseph B.	Soft Dev	\$46,000	\$15,000	\$46,000	\$46,000	6/30/2017	\$0	\$31,000
Herrmann, Nathan D.	Soft Dev	\$63,874	\$15,000	\$63,874	\$63,874	6/30/2017	\$0	\$48,874
Viveros, Carlos A.	Soft Dev	\$75,000	\$5,000	\$75,000	\$75,000	6/30/2017	\$0	\$70,000
Clark, Ryan O.	Production	\$50,000	\$0	\$50,000	\$50,000	6/30/2017	\$0	\$50,000
Jones, Christopher L.	IT	\$45,000	\$0	\$45,000	\$45,000	6/30/2017	\$0	\$45,000
Pavatte, Justin D.	Soft Dev	\$75,000	\$0	\$75,000	\$70,000	6/30/2017	\$0	\$70,000
		\$392,374	\$35,000	\$394,874	\$359,874		\$2,500	\$324,874
								\$327,374

Calculation of Tax and Insurance Rate applicable in 2017

Salaries and Wages: \$3,229,784
 Payroll Taxes: \$125,127
 Medical Insurance: \$101,150
 Total: \$226,277 7.0%

Impact of Unapproved Changed on Company Value

Salary & Bonus changed after 5/17/17: \$327,374
 Prorated Payroll Taxes and Insurance: \$22,936 7.0%
 Effect on Company Value: \$350,310
 EBITDA From OM: \$1,173,000
 Reduction of EBITDA for Bonus & New Payroll: **(\$350,310)**
 ACTUAL: EBITDA \$822,690
 Multiple from OM: 3.75
 Claim for reduction of Company Value: **\$1,314,034**

W Y C H E

Attorneys at Law



October 30, 2018

BY FIRST CLASS MAIL

United Community Bank
Attn: Ms. Sharon Whitney
306 East North St.
Greenville, SC 29601

Re: Stock Purchase Agreement dated October 13, 2017 (the "Stock Purchase Agreement")
regarding Computer Control + Integration, Inc. (the "Company")

Dear Ms. Whitney:

We represent William A.L. Sibley, the Selling Parties Representative for himself, James T. Clark, Frank T. Starrett, Jr., Scott W. Dozier, Robert E. Leviner, and Joyce Featherstone (collectively, the "Selling Shareholders"). We write to respond to the letter to you from Kimberly Thomason, Esq., dated September 19, 2018, on behalf of Decide4Action Inc. regarding the escrow you are holding as Escrow Agent in connection with its purchase of the stock of the Company pursuant to the Stock Purchase Agreement.

Decide4Action has no valid basis for a claim, as is apparent on the face of its claim and from the evidence. Specifically, Decide4Action claims that the Selling Shareholders made a large fiscal 2017 year-end bonus without disclosing it and caused non-owner employees to leave when they did not receive a similar bonus at the end of fiscal year 2018. The representations and warranties cited by Decide4Action, however, were made "[e]xcept as set forth in § 4(i) of the Disclosure Schedule." Decide4Action then cites that Disclosure Schedule, which states expressly, "Target paid a fiscal year-end bonus"

Not only was the bonus disclosed in the Disclosure Schedule, it also caused Decide4Action no damages. Specifically, Decide4Action claims that, "as a result of the payment of these undisclosed bonuses, the non-owner employees elected to leave the company when these bonuses were not matched by Buyer in 2018." Enclosed please find affidavits from the non-owner employees, which make clear that it was not the failure to pay bonuses in fiscal 2018 that caused them to leave.

In sum, Decide4Action's claim against the escrow is invalid on its face and is refuted by the evidence. As such, it provides no valid basis for withholding the escrow from the Selling Shareholders.

By copy of this letter, I am requesting that Decide4Action's attorney, Kimberly Thomason, Esq., confirm to you that the escrow should be released immediately to the Selling Shareholders. If

W Y C H E
PROFESSIONAL ASSOCIATION

PO Box 728, Greenville, SC 29602-0728
p: 864.242.8200 | f: 864.235.8900

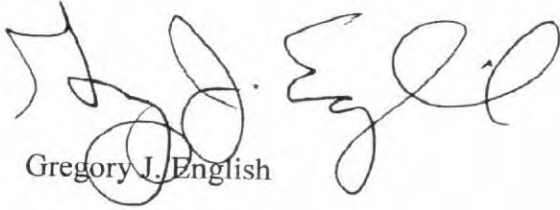
www.wyche.com

627

W Y C H E

Decide4Action fails to do so, we will hold it responsible for prejudgment interest on the escrow at the legal rate of 8.75% per annum in addition to our costs and attorneys' fees.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory J. English', written over the printed name.

Gregory J. English

(864) 242-8247

genglish@wyche.com

GJE/sc

Enclosures

cc: William A.L. Sibley (by e-mail)
Kimberly Thomason, Esq. (by mail and e-mail)

W Y C H E

bcc: James T. Clark
Frank T. Sarrett, Jr.
Scott W. Dozier
Robert E. Leviner
Joyce Featherstone

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AFFIDAVIT OF JUSTIN PAVATTE

The undersigned, after being duly sworn, deposes and states as follows:

1. I have personal knowledge of the facts set forth herein, am over eighteen years of age, and am otherwise competent to give this Affidavit.

2. I was formerly employed by Computer Control + Integration, Inc. ("CCI"). While I was employed at CCI, I was never promised a bonus in addition to my salary and never viewed a bonus as an expected part of my overall compensation.

3. Although I did receive a bonus from CCI in June 2017, I understood it was discretionary and I had no reason to expect a bonus thereafter.

4. I left the employ of CCI, not because I did not receive a bonus after June 2017, but because I did not enjoy working for its new owner, Mr. Bergeron, and did not like the direction in which he was taking CCI.

FURTHER AFFIANT SAITH NOT.

Justin Pavatte

Signature

Print:

Address:

Justin Pavatte

15 Vilar Rd

Apt 172

Greenville, SC 29615

SWORN to before me this
11th day of October, 2018.

Malinda Llewellyn
Notary Public for South Carolina

My Commission Expires:





THE LAW OFFICES OF
TRULUCK THOMASON, LLC

ATTORNEYS

Kimberly Thomason, Managing Partner
Rachael Hardin, Associate
Devon Puriefoy, Associate

LOCATION

1011 E. Washington Street
Greenville, SC 29601

CONTACT

P & F 864-331-1751

December 13, 2018

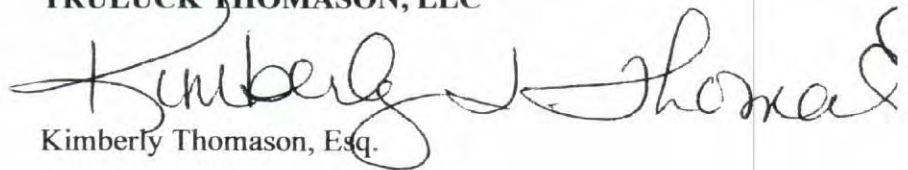
Greg English
Wyche, P.A.
44 East Camperdown Way
Greenville, SC 29601

Dear Mr. English:

This letter is to confirm that you represent only William Sibley, as a Seller of Computer Control + Integration, Inc., in the limited capacity of obtaining funds owed to Mr. Sibley in an escrow account held at United Community Bank. At this time, my client, Decide4Action, is unwilling to release any Seller with respect to their role in the misconduct alleged and maintains the escrow funds be held by United Community Bank pursuant to the Escrow Agreement until a resolution is reached by all Sellers and Decide4Action. If you have any questions in the meantime please do not hesitate to contact me.

Very Respectfully,

TRULUCK THOMASON, LLC


Kimberly Thomason, Esq.

CC: Sharon Whitney



AGREEMENT REGARDING APPLICATION OF FUNDS

This Agreement Regarding Application of Funds (this "Agreement") is made as of October 16, 2017, by and among Decide4action Inc., a Florida corporation ("Buyer") and William A.L. Sibley, Jr., Joyce Featherstone, James T. Clark, Frank T. Starrett, Jr., Scott W. Dozier and Robert E. Leviner, residents of South Carolina ("Sellers"). Capitalized terms not expressly defined in this Agreement shall have the meanings assigned to them in the Purchase Agreement (defined herein below).

WHEREAS Sellers and Buyer entered into that certain Stock Purchase Agreement dated as of the date hereof (the "Purchase Agreement") whereby Buyer purchased the stock of Computer Control + Integration, Inc., a South Carolina corporation (the "Company"), from Sellers; and

WHEREAS, as an inducement for Buyer to enter into the Purchase Agreement, Sellers have agreed to enter into this Agreement with Buyer providing for a portion of the proceeds (i.e., ten percent (10%) of the Purchase Price or Four Hundred Forty Thousand and No/100 Dollars (\$440,000.00) received by Sellers to be placed into an escrow account, subject to the terms of this Agreement, to be available to satisfy indemnification obligations that Sellers may have to Buyer under Section 8 of the Purchase Agreement ("Indemnification Obligations").

In consideration of the agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer agree as follows:

1. Pursuant to the Purchase Agreement, at the Closing, Buyer shall pay Sellers the Closing Payment, with each Seller receiving a portion of the Closing Payment as set forth in Annex A of the Purchase Agreement.
2. At the Closing, Buyer and Sellers shall enter into the Indemnity Escrow Agreement set forth as Exhibit A to this Agreement (the "Escrow Agreement") with United Community Bank serving as escrow agent (the "Escrow Agent").
3. As soon as reasonably practicable after receipt of his or her portion of the Closing Payment, but in any event no later than ten (10) days subsequent to the date of this Agreement, each Seller shall deposit with the Escrow Agent into the escrow account established pursuant to the Escrow Agreement (the "Escrow Account") the amount (an "Escrow Contribution Amount") set forth for such Seller in Exhibit B to this Agreement. Without limiting the foregoing, it is expected that each Seller will send payment, or initiate electronic payment, of such Seller's Escrow Contribution Amount within 24 hours after receipt of his or her portion of the Closing Payment, or within 72 hours if a Seller is traveling and it is not reasonably feasible for such Seller to arrange for payment while traveling; provided that in any case, it is understood that a Seller's payment of the Escrow Contribution Amount may be delayed in the event of circumstances or events beyond the reasonable control of the Seller that prevent Seller from making such payment sooner, such as medical incapacity, failure of electronic systems, acts of war or civil unrest or natural disaster. A Seller's liability for any Indemnification Obligation shall be satisfied first out of the Escrow Account.
4. In the event that a Seller fails to make payment into the escrow account of such Seller's Escrow Contribution Amount, Buyer may seek injunctive or other equitable relief from a court of competent jurisdiction to obtain specific performance of this Agreement by such Seller, and Buyer shall be entitled to recover from such Seller any and all reasonable legal fees and legal costs incurred by Buyer in so enforcing this Agreement.



5. Subject to reservation of amounts necessary to satisfy pending but unresolved indemnification claims, on the first anniversary of the Closing (i.e., twelve (12) months following the Closing), any remaining amounts in the Escrow Account shall be paid to Sellers. Each Seller shall be entitled to receive such Seller's Allocable Portion of such remaining amounts as provided in Annex A of the Purchase Agreement.

6. In addition, if Buyer determines that Sellers did not provide all of the usernames and passwords to be provided to Buyer pursuant to Section 6(d) of the Purchase Agreement at Closing, upon written request of Buyer, Sellers will cooperate with and assist Buyer in obtaining any missing usernames and passwords, and if Sellers fail to so cooperate and assist Buyer, Sellers will forfeit any remaining amounts in the Escrow Account.

7. This Agreement and the Purchase Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any other prior or contemporaneous discussions, negotiations, agreements or understandings regarding such subject matter. This Agreement may be executed in counterparts, all of which together shall constitute a single agreement.

[Page ends; Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

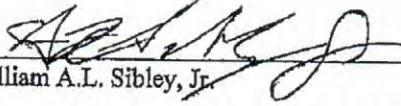
Buyer:

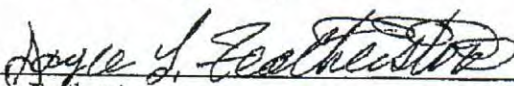
Decide4action Inc.

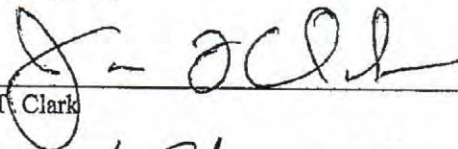
By: 

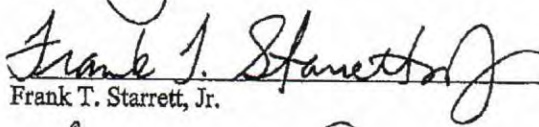
Richard Bergeron, President

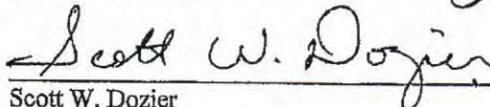
Sellers:

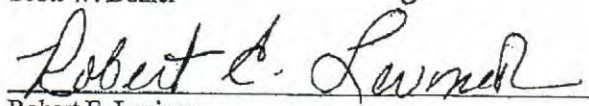

William A.L. Sibley, Jr.


Joyce Featherstone


James T. Clark


Frank T. Starrett, Jr.


Scott W. Dozier


Robert E. Leviner

[Signature Page – Agreement Regarding Application of Funds]

CONTRIBUTION AND INDEMNIFICATION AGREEMENT

This Contribution and Indemnification Agreement ("Agreement"), dated as of October 16, 2017, is entered into by and between William A.L. Sibley, Jr. ("Sibley"), Joyce Featherstone ("Featherstone"), James T. Clark ("Clark"), Frank T. Starrett, Jr. ("Starrett"), Scott W. Dozier ("Dozier") and Robert E. Leviner ("Leviner") (each a "Shareholder"; collectively the "Shareholders").

This Agreement is entered into in connection with that certain Stock Purchase Agreement (the "Purchase Agreement"), among Decide4action Inc., a Florida corporation ("Purchaser") and the Shareholders pursuant to which Purchaser is acquiring from the Shareholders all of the outstanding stock of Computer Control + Integration, Inc., a South Carolina Corporation ("Company"). All capitalized terms used and not defined herein are used herein as defined in the Purchase Agreement.

In connection with the execution of the Purchase Agreement, the Shareholders have agreed to provide indemnification to Purchaser in the event of breaches of representations, warranties and covenants by the Shareholders, as and to the extent set forth in the Purchase Agreement (the "Indemnification Obligations" or "Indemnification Obligation").

Under the circumstances, and subject to the limitations set forth herein, the Shareholders have agreed to indemnify and reimburse one another pro rata to the respective shareholding of each of the Shareholders immediately prior to the Closing, to the extent set forth in this Agreement, for payments that any Shareholder is required to make in their capacity as indemnitors to Purchaser.

The parties, intending to be legally bound, hereby agree as follows:

1. Contribution

(a) The Shareholders agree that, to the extent provided in and subject to the terms and conditions of this Agreement, each Shareholder shall have a right of contribution against the other Shareholders with respect to any payment such Shareholder is required to make as a result of the Indemnification Obligations.

(b) Subject to Sections 1(c) and (d) below; in the event that any Shareholder is required to make a payment as a result of actual or asserted Indemnification Obligations pursuant to the Purchase Agreement, each other Shareholder (other than Featherstone with respect to Indemnification Obligations resulting from an actual or alleged breach of representations and warranties not made by Featherstone) (a "Contributing Shareholder") shall pay an amount (a "Contribution Payment") to the first Shareholder equal to such Contributing Shareholder's respective Contribution Percentage multiplied by the amount of the payment made by the first Shareholder. A Shareholder's "Contribution Percentage" shall mean the Shareholder's Ownership Percentage with respect to any Indemnification Obligations for which Featherstone is a Contributing Shareholder and the Shareholder's Featherstone-Excluded Percentage with respect to any Indemnification Obligations for which Featherstone is not a Contributing Shareholder, in each case as such percentage is set forth on Schedule A. In addition, each Contributing Shareholder agrees to indemnify, reimburse, and hold harmless the first Shareholder for any and all costs, fees, and expenses (including, without limitation, court costs, expert fees and reasonable attorneys' fees) (collectively, the "Contribution Losses") reasonably incurred by such other Shareholder in the effort to collect a Contribution Payment due to such other Shareholder from the Contributing Shareholder. Further, if a Contributing Shareholder fails to make a Contribution Payment (a "Defaulting Shareholder"), the other Contributing Shareholders and the first Shareholder shall make-up such portion of the Contribution Payment failed to be made by the first Contributing Shareholder on a pro-rata basis based on their relative Contribution Percentages. For the avoidance of doubt, any Shareholder required to make a payment to make up for a



Contribution Payment not made by a Defaulting Shareholder shall have the right (a) to recover the amount of such payment from such Defaulting Shareholder and (b) to be indemnified, reimbursed and held harmless by the Defaulting Shareholder for all Contribution Losses reasonably incurred by the Shareholder in the effort to collect the amount of such payment from the Defaulting Shareholder. For the avoidance of doubt, no Shareholder shall be liable to make aggregate, cumulative Contribution Payments (including payments made to make up the Contribution Payments of any Defaulting Shareholders) to the extent that the sum of such Contribution Payments and any payments made by such Shareholder directly to Purchaser in satisfaction of Indemnification Obligations would exceed the limitations of liability for such Shareholder set forth in Section 8(b) of the Purchase Agreement.

(c) Notwithstanding any provision of the Purchase Agreement or any other provision of this Agreement, in the event of Indemnification Obligations resulting from an actual or alleged breach of representations or warranties not made by Featherstone, Featherstone shall nonetheless be liable as a Contributing Shareholder under Section 1(b) above if the breach resulted from the gross negligence or intentional misconduct of Ernest H. Featherstone and the Shareholders other than Featherstone had no actual knowledge of such gross negligence or intentional misconduct prior to the Closing.

(d) Notwithstanding any provision of the Purchase Agreement or any other provision of this Agreement, each Shareholder expressly agrees that the other Shareholders shall bear no liability whatsoever for the payment of any Indemnification Obligation (and a Shareholder shall not be entitled to any contribution hereunder in respect of an Indemnification Obligation) relating to, arising or resulting from or otherwise attributable to the breach of any representation and/or warranty made by a Shareholder under the Purchase Agreement with respect to such Shareholder (rather than as to the Company or its properties, assets, prospects and/or business).

2. Notice and Defense of Third-Party Claims

(a) Promptly after becoming aware of a Third-Party Claim pursuant to Section 8 of the Purchase Agreement or other claim that a Shareholder has reason to believe may result in a claim for contribution pursuant to this Agreement (and that the Shareholder does not reasonably believe that the other Shareholders have been notified of in writing), such Shareholder shall give notice thereof to each other Shareholder, setting forth in reasonable detail the claim (to the extent feasible based on the information available to such Shareholder at the time), including copies of any written correspondence relating thereto that such Shareholder has sent or received; provided, however, that the failure to provide such notice shall not be actionable by, or provide an affirmative defense in favor of, any party entitled to receive such notice, unless such failure actually prejudices such party.

(b) The Selling Parties Representative (defined in the following paragraph) shall assume and control the defense with respect to any such Indemnification Obligation or action with counsel to be chosen by the Selling Parties Representative. The Selling Parties Representative shall use reasonable efforts to keep the other Shareholders reasonably informed about the progress of any such defense from time to time and shall respond to requests for information from other Shareholders regarding the same. The Shareholders hereby constitute and appoint for such purpose the Selling Parties Representative as their representative and true and lawful attorney in fact, with full power to act in their respective names and on their respective behalves to take all measures, to do such acts and to execute such documents as may be necessary or desirable to give full and complete effect to the foregoing mandate with which the Selling Parties Representative is hereby charged. All acts and decisions of the Selling Parties Representative in respect of the defense as aforesaid of any such claim shall be final and binding upon the Shareholders; provided that, notwithstanding anything to the contrary herein, no Selling Parties Representative shall consent or agree to any equitable relief that is binding upon a Shareholder without such Shareholder's written consent. Any Shareholder shall be entitled to participate in such defense at their respective expense. The Selling Parties

Representative shall not be liable for any act done or omitted hereunder as Selling Parties Representative without bad faith and any act done or omitted pursuant to the advice of counsel shall be conclusive evidence of good faith.

(c) William A.L. Sibley, Jr. is hereby designated by the parties hereto as the "Selling Parties Representative." Shareholders representing a majority of the Ownership Percentage may appoint a replacement/successor Selling Parties Representative at any time, and such successor may either be one of the Shareholders or any other Person so appointed who shall agree in writing to accept such appointment in accordance with the terms hereof. Consent with respect to the appointment or a replacement/successor Selling Parties Representative shall be in writing (which shall be deemed to include email, facsimile or other form of electronic communication that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process). The selection of a successor Selling Parties Representative appointed in any manner permitted in this section shall be final and binding upon all of the Shareholders, and written notice of such selection and appointment shall be promptly provided to any Shareholder that did not consent to such selection and appointment.

(d) With respect to any Selling Parties Representative, the reasonable costs and expenses, including legal fees and disbursements, incurred in connection with such defense shall be allocated among and borne by the Shareholders based upon their respective Contribution Percentage but only if and to the extent that such costs and expenses (including legal fees and disbursements) have been approved (whether before or after they are incurred) by Shareholders representing a majority of the Ownership Percentages (with respect to any claims related to Indemnification Obligations for which Featherstone is a Contributing Shareholder) or two-thirds of the Featherstone-Excluded Percentages (with respect to any claims related to Indemnification Obligations for which Featherstone is not a Contributing Shareholder). With respect to any Selling Parties Representative, the Shareholders based on their respective Contribution Percentages shall indemnify the Selling Parties Representative and hold the Selling Parties Representative harmless against any loss, liability or expense incurred without gross negligence or bad faith on the part of the Selling Parties Representative and arising out of or in connection with the acceptance or administration of the Selling Parties Representative duties hereunder.

3. Notices

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt); (b) received by the addressee by registered mail, return receipt requested; or (c) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties):

William A.L. Sibley, Jr.
143 West Seven Oaks Dr.
Greenville, SC 29605

Joyce Featherstone
109 Sanderling Dr.
Greenville, SC 29607

James T. Clark
917 J.C. Cooper Rd.
Fountain Inn, SC 29644

Frank T. Starrett, Jr.
106 Viewpoint Court
Laurens, SC 29360

Scott W. Dozier
409 Meadow Lake Trail
Greer, SC 29650

Robert E. Leviner
109 Timberidge Dr.
Greer, SC 29650

Any party hereto may change his address for the purpose of notice by due notice hereunder to all of the other parties hereto.

4. Waivers and Omissions

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party hereto in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of 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. To the maximum extent permitted by applicable law:

(a) No claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by a party hereto, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties hereto;

(b) no waiver that may be given by a party hereto will be applicable except in the specific instance for which it is given; and

(c) no notice to or demand on one party hereto will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

5. Exclusive Agreement and Modification

This Agreement supersedes all prior agreements among the parties hereto with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties hereto with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by all of the Shareholders affected by the amendment.

6. Fraud and Misrepresentation

No Shareholder guilty of intentional fraud or misrepresentation shall be entitled to contribution from any other Shareholder who is not also guilty of such intentional fraud or misrepresentation.

7. No Third Party Beneficiaries

Notwithstanding any provision contained herein, nothing contained in this Agreement shall be deemed to confer any rights or benefits upon any third parties, including Purchaser.

8. Governing Law; Binding Effect; Severability; Counterparts

This Agreement shall be governed by the laws of the State of South Carolina without regard to conflicts of law principles. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. Without the prior written consent of the other parties, no party to this Agreement may assign their rights, duties or obligations hereunder to any other person or entity. In the event that any paragraph, section, or subsection of this Agreement shall be declared to be illegal, unenforceable, or otherwise invalid, then, nevertheless, all remaining provisions of this Agreement shall remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument.

9. Further Action

Each of the parties hereby agrees to take or cause to be taken such further actions (including without limitation the execution, delivery and filing of additional documents and instruments) as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement.

10. Role of Law Firm; Conflict of Interest

The law firm of Wyche, P.A. (the "Law Firm") has represented the Company and not any Shareholder in the preparation of this Agreement. Each of the Shareholders acknowledges that such Shareholder:

(a) was advised by the Law Firm that a conflict may exist among their individual interests, and that they may secure separate independent legal counsel in connection with signing and making this Agreement and its effect upon each of them;

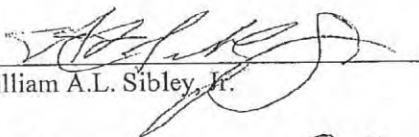
(b) has carefully read and understood the provisions of this Agreement;

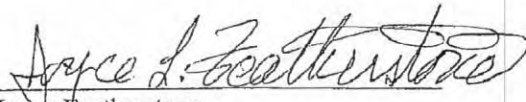
(c) has had the opportunity to seek the advice of independent legal counsel; and

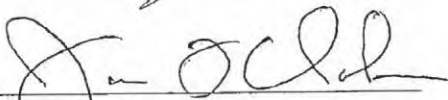
(d) is signing and making this Agreement voluntarily.

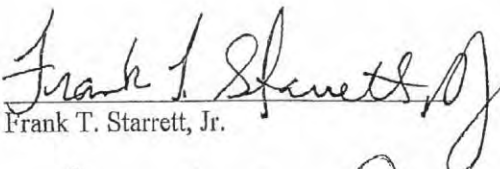
[SIGNATURES APPEAR ON FOLLOWING PAGE]

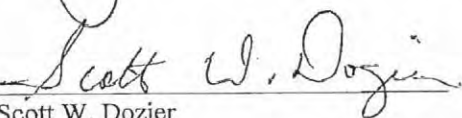
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

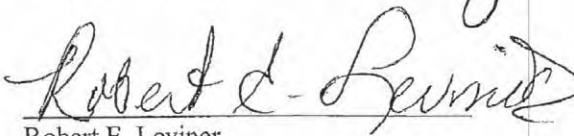

William A.L. Sibley, Jr.


Joyce Featherstone


James T. Clark


Frank T. Starrett, Jr.


Scott W. Dozier


Robert E. Leviner

[Signature Page; Contribution and Indemnification Agreement]

**CONTRIBUTION AND INDEMNIFICATION AGREEMENT
SCHEDULE A**

Name of Shareholder	Number of Shares Held	Featherstone-Excluded Percentage	Ownership Percentage
William A.L. Sibley, Jr.	4,600	55.866%	46.00%
Joyce Featherstone	1,766	N/A	17.66%
James T. Clark	1,317	15.995%	13.17%
Frank T. Starrett, Jr.	1,317	15.995%	13.17%
Scott W. Dozier	500	6.072%	5.00%
Robert E. Leviner	500	6.072%	5.00%
Total	10,000	100.00%	100.00%

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
IN THE MATTER OF:)
WILLIAM AUGUSTUS LONGSTREET)
SIBLEY JR)

(Decedent))

IN THE PROBATE COURT

CERTIFICATE OF APPOINTMENT

CASE NUMBER: 2020ES2301711

This is to certify that

JULIA SIBLEY-JONES

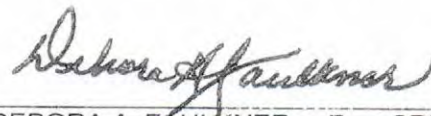
is the duly qualified

- PERSONAL REPRESENTATIVE**
 SUCCESSOR PERSONAL REPRESENTATIVE
 SPECIAL ADMINISTRATOR

in the above matter and that this appointment, having been executed on the **12th day of August, 2020**, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

RESTRICTIONS:

EXECUTED: August 12, 2020



DEBORA A. FAULKNER By: CRM
PROBATE COURT JUDGE

**Do not accept a copy of this certificate without
the raised seal of the Probate Court.**



STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)
)
 William A.L Sibley, Jr.)
)
)
 Plaintiff,)
)
 vs.)
)
 Decide4Action, Inc.)
)
 Defendant.)
)
)
 Decide4Action, Inc.)
)
 Counterclaimant/Third-Party Plaintiff)
)
 Vs.)
 William A.L. Sibley, Jr.; and Joyce)
 Featherstone)
)
 Counterclaim Defendant/Third Party)
 Defendant)
)

IN THE COURT OF COMMON PLEAS

C.A. No.: 2019-CP-23-02032

**DEFENDANT'S RESPONSES
 TO REQUEST TO ADMIT**

TO: GREGORY J. ENGLISH, ESQUIRE, ATTORNEY FOR PLAINTIFF AND THIRD PARTY DEFENDANT:

NOW COMES Defendant Decide4action. Inc. ("Defendant"), by and through its undersigned counsel, and for its Responses to Plaintiff's Requests for Admission, states as follows:

RESERVATION OF RIGHTS

Responding to the Requests for Admission, Defendant does not waive any objections which may be appropriate to (a) use by Defendant to answer these Requests for Admission for any purpose or (b) the materiality of any Requests for Admission to any issue in the case.

Defendant specifically reserves all rights to objections which may otherwise be available to him and further state that no response should be deemed as an admission of relevancy,



materiality or admissibility into evidence (of any particular Request for Admission or the response thereto). Defendant further reserves the right to alter or amend his Answers to be more accurate, if other information becomes available to him at a subsequent time.

REQUESTS FOR ADMISSION

1. Plaintiff's Exhibit to the Deposition of Decide4action taken on September 29, 2020 ("Plaintiff's Exhibit") Number 1 attached hereto is an authentic and genuine copy of the Letter of Intent dated March 10, 2017 signed by Decide4action and the selling shareholders (the "Selling Shareholders") of Computer Control + Integration, Inc. (CCI").

Response: Admit.

2. Plaintiff's Exhibit Number 2 attached hereto is an authentic and genuine copy of a summary of CCI employee salaries and bonuses as of April 28, 2017, given to Decide4action by one or more of the Selling Shareholders before Decide4action purchased the stock of CCI.

Response: Admit.

3. Plaintiff's Exhibit Number 5 attached hereto is an authentic and genuine copy of CCI Profit & Loss statement for July 2017 given to Decide4action by one or more of the Selling Shareholders before Decide4action purchased the stock of CCI.

Response: Admit.

4. Plaintiff's Exhibit Number 6 attached hereto is an authentic and genuine copy of CCI Profit & Loss statement for July 2017 given to Decide4action by one or more of the Selling Shareholders before Decide4action purchased the stock of CCI.

Response: Admit.

5. Plaintiff's Exhibit Number 7 attached hereto is an authentic and genuine copy of page 1 of the CCI tax return for the tax year ended June 30, 2017 given to Decide4action by one or

more of the Selling Shareholders before Decide4action purchased the stock of CCI.

Response: Admit.

Respectfully Submitted,
This 30th day of October, 2020.

TRULUCK THOMASON, LLC

s/Kimberly Thomason
Kimberly T. Thomason,
SC Bar No. 79179
110 Williams St.
Greenville, SC 29601
Telephone: (864) 331-1751
Facsimile: (864) 672-4007

s/Devon Puriefoy
Devon Puriefoy
SC Bar No. 79179
110 Williams St.
Greenville, SC 29601
Telephone: (864) 331-1751
Facsimile: (864) 672-4007

Attorney for Defendants

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

William A.L. Sibley, Jr.,
Plaintiff,

v.

Decide4action, Inc.,
Defendant,

Decide4action, Inc.,
Counterclaimant/Third Party Plaintiff,

v.

William A.L. Sibley, Jr., and Joyce
Featherstone,
Counterclaim Defendant/Third Party
Defendant.

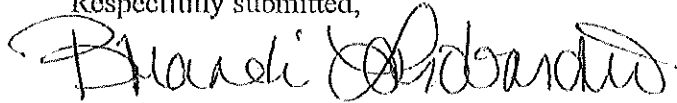
IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL DISTRICT
C.A. FILE NO. 2019 -CP-23-02032

CERTIFICATE OF SERVICE

I, Brandi Larobardiere, certify on this date, **October 30, 2020**, I served response to Request to Admit and Interrogatories, dated **October 30, 2020**, on Gregory J. English, by mail to his last known address, by depositing it in the U.S. Mail, in an envelope with sufficient postage affixed, addressed as follows:

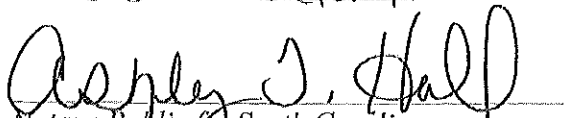
Gregory J. English
WYCHE P.A.
P.O. Box 728
Greenville, SC 29602

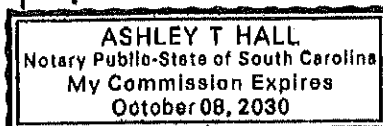
Respectfully submitted,



Brandi Larobardiere
Legal Assistant

Sworn to and Subscribed before me
This 30 day of October, 2020.


Notary Public for South Carolina
My commission expires: 10/8/2030.



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Case No. 2019-CP-23-02032

William A.L. Sibley, Jr.,
Plaintiff,

vs.

Decide4action, Inc.,
Defendant.

**PLAINTIFF'S FIRST REQUESTS FOR
ADMISSION TO DEFENDANT
DECIDE4ACTION, INC.**

Decide4action, Inc.,
Counterclaimant/Third Party Plaintiff,

vs.

William A.L. Sibley, Jr., and Joyce
Featherstone,
Counterclaim Defendant/Third Party
Defendant.

**TO: KIMBERLY THOMASON, ESQ. and DEVON PURIEFOY, ESQ., ATTORNEYS
FOR DEFENDANT DECIDE4ACTION**

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, the Plaintiff requests that Defendant Decide4Action, Inc. ("Decide4action"), admit the following within thirty (30) days of the date hereof:

REQUESTS FOR ADMISSION

Please admit that:

1. Plaintiff's Exhibit to the Deposition of Decide4action taken on September 29, 2020 ("Plaintiff's Exhibit") Number 1 attached hereto is an authentic and genuine copy of the Letter of Intent dated March 10, 2017 signed by Decide4action and the selling shareholders (the "Selling Shareholders") of Computer Control + Integration, Inc. ("CCI").

2. Plaintiff's Exhibit Number 2 attached hereto is an authentic and genuine copy of a summary of CCI employee salaries and bonuses as of April 28, 2017, given to Decide4action by one or more of the Selling Shareholders before Decide4action purchased the stock of CCI.

3. Plaintiff's Exhibit Number 5 attached hereto is an authentic and genuine copy of a CCI Profit & Loss statement for July 2017 given to Decide4action by one or more of the Selling Shareholders before Decide4action purchased the stock of CCI.

4. Plaintiff's Exhibit Number 6 attached hereto is an authentic and genuine copy of a CCI Profit & Loss statement for June 2017 given to Decide4action by one or more of the Selling Shareholders before Decide4action purchased the stock of CCI.

5. Plaintiff's Exhibit Number 7 attached hereto is an authentic and genuine copy of page 1 of the CCI tax return for the tax year ended June 30, 2017 given to Decide4action by one or more of the Selling Shareholders before Decide4action purchased the stock of CCI.

Respectfully submitted,

WYCHIE, P.A.

By:


Gregory J. English (SC #65470)

200 East Camperdown Way
Post Office Box 728
Greenville, SC 29602-0728
(864) 242-8200

Attorneys for Plaintiff and Third Party Defendant
William A.L. Sibley, Jr. and Joyce Featherstone

September 30, 2020



decide4action Inc.
4016 Messina dr.
Lake Mary, FL
32746

Computer Control + Integration Inc.
1200 Woodruff Road Suite C-39
Greenville, SC 29607

March 10, 2017

Att'n: William Sibley

Subject: Letter of Intent to Acquire Computer Control + Integration

Dear Bill,

Decide4action Inc. is pleased to present you with the terms (the "Indicative Offer") under which it would consider the acquisition of CC+I.

1. Selling Price

- Purchase price will be USD 4,400,000 for 100% of the stock of CC+I;
- The transaction will be a stock purchase;
- The Company is Debt Free;
- 90% of the purchase price will be paid in cash at closing with the remaining 10% to be put in Escrow for 12 months with Interest for the Sellers;
- The Escrow shall have a threshold of \$25K, and maximum amount equal to Purchase Price, to submit a claim through arbitration in case of difference from the Representation and Warranties;
- Representations and Warranties to survive for 24 months;
- The offer excludes the cash at closing (for both the checking and savings accounts) and includes the balances of A/R and A/P at closing.

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contact@decide4action.com





decide4action Inc.
4016 Messina dr.
Lake Mary, FL
32746

2. Conditions of the offer

- This LOI is conditional to a due diligence over the last 3 completed years and the current Year to Date;
- The Due diligence shall demonstrate that the average EBITDA of 2015 and 2016 including the recast to be no less than 98% of the EBITDA from the financials of the Offering memorandum and of the financials submitted by Bill Sibley for year 2016;
- The Due diligence shall demonstrate that the YTD Sales to be in line to produce a 2.8M revenue at year end 2017 and an EBITDA consistent with the year 2015 and 2016;

3. Representation and warranty required by the seller

- There is no current litigation or threat of litigation;
- CC+I is in good standing with all applicable regulations;
- There is no union and no labor conflict;
- There is no lien, lease or encumbrance on any asset;
- There is no Customer that have indicated their intention of a significant decline in their future business;
- There is no material Customer warranty issue for any products already delivered;
- The Seller shall not cause any reduction of A/R or increase or A/P prior to closing by changing its current operating procedure;
- The Seller shall not cause any increase or decrease of inventory by changing its current operating procedure;
- The cash at the time of closing will be distributed to the current shareholders prior to closing, any cash not distributed prior to closing will be forfeited by the Seller;
- From the time that this LOI is submitted, the Seller shall not dispose of any asset either by selling, giving or scrapping unless submitted and approved in writing by the Buyer;
- After the signature of the LOI, the Seller shall not acquire any asset (above \$2K) unless submitted and approved in writing by the Buyer;
- There is no existing products defect;
- There is no significant inventory write off required from the value shown on the balance sheet;
- Any Environmental Issue at the current facilities existing as of the date of Closing will be the responsibility of the Seller. The Seller will provide a complete and

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contact@decide4action.com



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Lake Mary, FL
32746

unconditional release for any environment issue for the past and for 90 days after closing for the Greenville, SC facility. The Seller shall have the right to prevent the buyer from making changes to the current process at the facility if these changes would result in new environmental problems that did not exist at closing;

- The Seller will incur the cost of its broker (Buyer represents no engagement or use of broker);
- Each party will be responsible for its own Legal fees. The Buyer will prepare the Share Purchase Agreement (SPA) and associated documents;
- The facility in Greenville, SC is leased from an unrelated third party;
- There are no supply agreement between CC+I and any related party.

4. Personal

- Bill Sibley will remain at his current position for a period of 30 days after closing with the same compensation as he currently has without any bonus. In addition, during the first 12 months Bill Sibley will make himself reasonably available from time to time, free of charge, for meetings at the facility or by phone should the Buyer request his opinion on the Company, its Customers, Vendors or Employee;
- Terry Starrett and Robert Levner, will remain at their current position for a period of 12 months at their current compensation and numbers of hours. The Seller shall have the right to terminate such employment with a written notice of 30 days. If the buyer wished to retain their services for a longer period then a new agreement shall be negotiated between the parties;
- Tim Clark and Scott Dozier will stay with the company at their current role for a period of at least 5 years;
- The Salaries and benefits of Tim Clark and Scott Dozier will be the same as the current salary for the first 3 years and will be adjusted reasonably for year 4 and 5;
- 5 years non compete agreement for all Sellers;
- Tim Clark and Scott Dozier will be offered to invest in CC+I group as part of the preferential manager's share program. Tim Clark shall invest at least 6.5% (and up to 10%) of CC+I stock and Scott Dozier at least 2.5% (and up to 5%) of CC+I stock. All stock will be purchased at the same price used for Decide4action purchase.

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decide4action Inc.
4016 Messina dr.
Lake Mary, FL
32746

5. Other

- The buyer shall have 45 days after the signature of the LOI to complete the Due Diligence process;
- The Buyer shall have 90 days after the Completion of the due diligence to complete the acquisition;
- The Buyer and the Seller shall have 90 days to agree on the SPA, if within that period the SPA is not essentially agreed then this LOI shall be null and void;
- The buyer intent to obtain an SBA loan for this acquisition. The Seller will assist as required to provide any required documentation or support visit for this process;
- Should the Buyer be unable to obtain the financing for any reasons then this LOI will become null and void and no compensation nor legal fee will be due from either party;
- After he signature of this LOI and until the LOI becomes nullified by one of its deadline, the Seller shall not engage with any discussions either verbal or written regarding the sales of CC+I to another party.

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contact@decide4action.com



decide4action Inc.
4016 Messina dr.
Lake Mary, FL
32746

This LOI is valid until April 9, 2017.

Richard Bergeron
President and CEO
decide4action Inc

Bill Sibley
CEO
CC+I Inc.

Tim Clark
President
CC+I Inc.

Scott Dozier
VP of Marketing
CC+I Inc.

Terry Starrett
Vice President
CC+I Inc.

Robert Levner
Vice President
CC+I Inc.

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contact@decide4action.com

	CC-1 Fiscal 2017 as of 4/28/2017		CC-H Fiscal 2016		CC-H Fiscal 2015		CC-H Fiscal 2014		CC-H Fiscal 2013	
	Annual Salary	Bonus	Annual Salary	Bonus	Annual Salary	Bonus	Annual Salary	Bonus	Annual Salary	Bonus
OWNERS:										
Clark, James T.	\$125,000		\$150,000	\$100,000	\$150,000	\$75,000	\$106,703	\$0	\$97,811	\$0
Dozier, Scott W.	\$89,249		\$103,888	\$100,000	\$100,200	\$75,000	\$77,000	\$0	\$70,583	\$0
Leviner, Robert E. (*)	\$33,412		\$80,141	\$20,000	\$80,186	\$30,000	\$71,597	\$0	\$64,447	\$0
Sibley Jr, William A. L.	\$125,000		\$150,000	\$80,000	\$150,000	\$65,000	\$162,917	\$0	\$57,500	\$0
Starnett, Frank T.	\$76,934		\$92,321	\$45,000	\$92,321	\$45,000	\$93,921	\$0	\$76,928	\$0
Featherstone, Ernest H. (**)	\$12,000		\$24,000	\$0	\$24,000	\$0	\$24,000	\$0	\$91,667	\$0
NOTES:										
(*) Began Working Half Time										
(**) Deceased December 2016										
NON-OWNERS:										
Lahti, Diane E.									\$14,241	\$0
Morrow, Hollie A.	\$28,225		\$37,500	\$0	\$34,375	\$0	\$7,731	\$0		
Childress, William C.			\$0	\$0	\$44,275	\$0	\$7,497	\$0		
Taylor, Joseph B. Date of Hire	\$38,333		\$46,000	\$15,000	\$43,000	\$0	\$1,667	\$0		
Herrmann, Nathan D. Date of Hire — July 2015	\$52,905		\$59,382	\$15,000						
Viveros, Carlos A. Date of Hire — Mar. 2016	\$62,028		\$21,863	\$5,000						
Clark, Ryan O. Date of Hire — Oct. 2016	\$24,904									
Jones, Christopher L. Date of Hire — Oct. 2016	\$23,750									
Pavattie, Justin D. Date of Hire — Jan. 2017	\$18,333									



3:33 PM
08/09/17
Cash Basis

Computer Control + Integration
Profit & Loss
July 2017

John Clark
[Signature]

	Jul 17
Ordinary Income/Expense	
Income	
Services	
70100 · Maintenance Income	63,347.57
70200 · Project Income	100,636.60
Total Services	163,983.07
70600 · Discounts given	-13.01
Total Income	103,970.06
Cost of Goods Sold	
50000 · *Cost of Goods Sold	
30240 · Sales - Meals & Entertainment	1,744.92
30230 · Sales - Lodging	2,123.25
30220 · Sales - Transportation	2,253.85
30510 · Sales - Parts Repair	1,927.00
30800 · Sales - Shipping/Freight	337.75
30500 · Sales-Parts	1,254.85
Total 50000 · *Cost of Goods Sold	9,641.62
Total COGS	9,641.62
Gross Profit	154,328.44
Expense	
40016 · Contract Labor	1,000.00
40020 · Janitorial Service	600.00
60010 · Salaries, Wages, Bonuses	76,053.63
60041 · Key Man Life Insurance	3,070.23
60045 · Medical Insurance	
70060 · Company Medical Insurance	7,360.67
60042 · Group 125 Plan Insurance	66.91
60045 · Medical Insurance - Other	428.34
Total 60045 · Medical Insurance	7,845.92
60240 · Meals and Entertainment	36.19
60640 · Dues & Subscriptions	66.93
60610 · Telephone	1,631.07
60870 · Office Supplies	130.74
60880 · Office Equipment Expense	127.10
60790 · Other Office Expenses	9.60
60810 · Utilities	1,117.92
60830 · Rent or Lease	4,060.75
60920 · Accounting Fees	7,350.00
60930 · Legal & Professional Fees	987.50
60950 · Bank Charges	240.00
Total Expense	104,827.38
Net Ordinary Income	49,601.08
Other Income/Expense	
Other income	
90000 · Misc Income	28.00
80085 · Interest Earned	69.58
Total Other Income	97.58
Net Other Income	97.58
Net Income	49,598.64

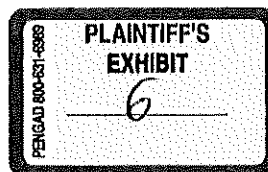


3:34 PM
08/08/17
Cash Basis

Computer Control + Integration
Profit & Loss
June 2017

Jim Clark
[Signature]

	Jun 17
Ordinary Income/Expense	
Income	
Services	
70100 · Maintenance Income	77,287.49
70200 · Project Income	197,739.50
Total Services	275,026.90
70500 · Discounts given	-3.78
Total Income	275,023.21
Cost of Goods Sold	
50000 · *Cost of Goods Sold	
30240 · Sales - Meals & Entertainment	1,285.36
30230 · Sales - Lodging	2,279.22
30220 · Sales - Transportation	3,886.07
30800 · Sales - Shipping/Freight	158.06
30600 · Sales-Parts	8,533.42
Total 50000 · *Cost of Goods Sold	16,222.13
Total COGS	16,222.13
Gross Profit	258,801.08
Expense	
60630 · Stationery & Printing	128.86
19920 · Computer Software (Computer Software)	299.99
40016 · Contract Labor	3,335.80
40020 · Janitorial Service	250.00
60010 · Salaries, Wages, Bonus	2,408,861.78
60041 · Key Man Life Insurance	6,770.23
60045 · Medical Insurance	
60042 · Group 125 Plan Insurance	66.91
60045 · Medical Insurance - Other	7,782.53
Total 60045 · Medical Insurance	7,849.44
60220 · Transportation Expense	319.28
60520 · Conventions & Seminars	479.96
60540 · Dues & Subscriptions	744.60
60610 · Telephone	2,134.18
60640 · Computer Expense	261.60
60670 · Office Supplies	428.67
60660 · Postage/Shipping	7.96
60680 · Office Equipment Expense	728.24
60790 · Other Office Expenses	160.18
60830 · Rent or Lease	8,121.50
60950 · Bank Charges	32.00
Total Expense	2,499,900.24
Net Ordinary Income	-2,241,099.16
Other Income/Expense	
Other Income	
60090 · Dividends	8.80
60085 · Interest Earned	142.04
Total Other Income	150.84
Net Other Income	150.84
Net Income	-2,240,948.32



Form **1120**

U.S. Corporation Income Tax Return

For calendar year 2016 or tax year

beginning **JULY 1, 2016**, ending **JUNE 30, 2017**

OMB No. 1545-0047

2016

Department of the Treasury
Internal Revenue Service

Information about Form 1120 and its separate instructions is at www.irs.gov/form1120.

- A Check if:
 - 1a Consolidated return (attach Form 991)
 - b 15(a) applies consent to consolidated return
 - 2 Personal holding company (attach Form 970)
 - 3 Foreign service corporation (see instructions)
 - 4 Schedule M-1 attached

TYPE OR PRINT

Name
COMPUTER CONTROL + INTEGRATION, INC.

Number, street, and room or suite no. If a P.O. box, see instructions.
1200 WOODRUFF ROAD, SUITE C39

City or town, state, or province, country, and ZIP or foreign postal code
GREENVILLE, SC 29607

B Employer identification number
[REDACTED]

C Date incorporated
06/30/1988

D Total assets (see instructions)
\$ **702,795.**

E Check if: (1) Initial return (2) Final return (3) Name change (4) Address change

Income	1a	Gross receipts or sales	1a	4,430,442.	10	4,430,442.
	b	Returns and allowances	1b			
	c	Balance. Subtract line 1b from line 1a				
	2	Cost of goods sold (attach Form 1125-A)	2	625,859.	2	625,859.
	3	Gross profit. Subtract line 2 from line 1c	3	3,804,583.	3	3,804,583.
	4	Dividends (Schedule C, line 19)	4		4	
	5	Interest	5	SEE STATEMENT 1	5	1,357.
	6	Gross rents	6		6	
	7	Gross royalties	7		7	
	8	Capital gain net income (attach Schedule D (Form 1120))	8		8	
	9	Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)	9		9	
10	Other income (attach statement)	10	SEE STATEMENT 2	10	33,865.	
11	Total income. Add lines 3 through 10	11		11	3,839,805.	
Deductions (See instructions for limitations on deductions.)	12	Compassionate care (attach Form 1125-E)	12		12	2,550,379.
	13	Salaries and wages (less employment credits)	13		13	687,405.
	14	Repairs and maintenance	14		14	170.
	15	Bad debts	15		15	
	16	Rents	16		16	45,742.
	17	Taxes and licenses	17	SEE STATEMENT 3	17	166,772.
	18	Interest	18		18	
	19	Charitable contributions	19	SEE STATEMENT 4 AND SEE STATEMENT 5	19	160.
	20	Depreciation from Form 4562 not claimed on Form 1125-A or elsew. See instructions (attach Form 4562)	20		20	6,366.
	21	Depletion	21		21	
Tax-Refundable Credits, and Payments	22	Advertising	22		22	4,808.
	23	Pension, profit-sharing, etc., plans	23		23	
	24	Employee benefit programs	24		24	
	25	Domestic production activities deduction (attach Form 9901)	25		25	
	26	Other deductions (attach statement)	26	SEE STATEMENT 6	26	70,330.
	27	Total deductions. Add lines 12 through 26	27		27	3,532,132.
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11	28		28	307,673.
	29a	Not operating loss deduction (see instructions)	29a		29a	
	b	Special deductions (Schedule C, line 20)	29b		29b	
	c	Add lines 29a and 29b	29c		29c	
30	Taxable income. Subtract line 29c from line 28. See instructions	30		30	307,673.	
31	Total tax (Schedule J, Part I, line 11)	31		31	103,243.	
32	Total payments and refundable credits (Schedule J, Part II, line 21)	32		32	206,152.	
33	Estimated tax penalty. See instructions. Check if Form 2220 is attached	33		33		
34	Amount owed. If line 32 is smaller than the total of lines 31 and 33, enter amount owed	34		34	0.	
35	Overpayment. If line 32 is larger than the total of lines 31 and 33, enter amount overpaid	35		35	102,909.	
36	Enter amount from line 35 you want: Credited to 2017 estimated tax <input type="checkbox"/> Refunded <input checked="" type="checkbox"/>	36		36	102,909.	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer _____ Date _____ OTHER

Preparer's name: **CANDACE MCMILLAN** Preparer's signature: _____ Title: _____

Firm's name: **CHERRY BEKAERT LLP** Firm's EIN: [REDACTED]

Firm's address: **110 EAST COURT STREET, SUITE 500 GREENVILLE, SC 29601** Phone no.: **864-233-3981**

OMB No. 1545-0047 JWA For Paperwork Reduction Act Notice, see separate instructions. Form 1120 (2016)



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Case No. 2019-CP-23-02032

William A.L. Sibley, Jr.,
Plaintiff,

vs.

Decide4action, Inc.,
Defendant.

CERTIFICATE OF SERVICE

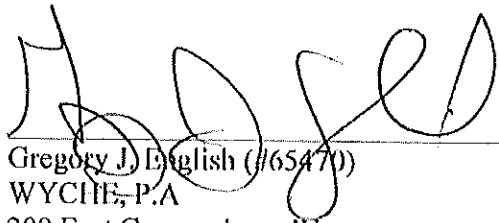
Decide4action, Inc.,
Counterclaimant/Third Party Plaintiff,

vs.

William A.L. Sibley, Jr., and Joyce
Featherstone,
Counterclaim Defendant/Third Party
Defendant.

The undersigned hereby certifies that he caused the within and foregoing **PLAINTIFF'S FIRST REQUESTS FOR ADMISSION TO DEFENDANT DECIDE4ACTION** in the above case to be served upon Defendant by hand delivery, addressed as follows:

Kimberly Thomason, Esq.
Devon Puriefoy, Esq.
Truluck Thomason, LLC
1011 East Washington Street
Greenville, SC 29601



Gregory J. English (165470)
WYCHE, P.A.

200 East Camperdown Way
Post Office Box 728
Greenville, South Carolina 29602
(864) 242-8200
Attorneys for Plaintiff

Dated: September 30, 2020

APPOINTMENT OF SELLING PARTIES REPRESENTATIVE

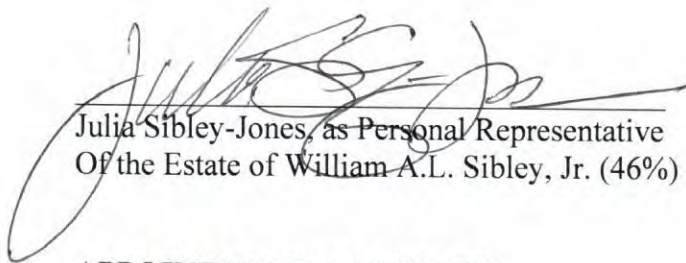
This Appointment of Selling Parties Representative is made this 20th day of July, 2021.

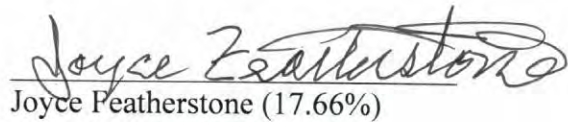
WHEREAS, the undersigned are the majority of the Ownership Percentage under that certain Contribution and Indemnification Agreement dated October 16, 2017 (the "Contribution Agreement"), between and among William A.L. Sibley, Jr., Joyce Featherstone, James T. Clark, Frank T. Starrett, Jr., Scott W. Dozier, and Robert E. Leviner (collectively, the "Sellers"); and

WHEREAS, the undersigned desire to appoint Julia Sibley-Jones as Selling Parties Representative under the Contribution Agreement;

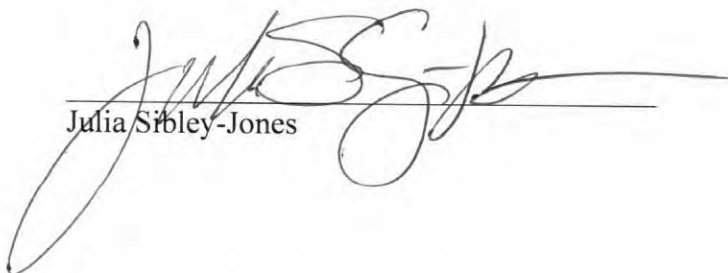
NOW THEREFORE, the undersigned hereby appoint Julia Sibley-Jones as Selling Parties Representative under the Contribution Agreement, and Julia Sibley-Jones hereby accepts such appointment.

WE AGREE:


Julia Sibley-Jones, as Personal Representative
Of the Estate of William A.L. Sibley, Jr. (46%)


Joyce Featherstone (17.66%)

APPOINTMENT ACCEPTED:


Julia Sibley-Jones



UNITED COMMUNITY BANK(405)
306 EAST NORTH STREET
GREENVILLE SC 29601

000 00065 03
ACCOUNT:
DOCUMENTS:

PAGE: 1
07/16/2021
0

TELEPHONE: 800-822-2651



WILLIAM A SIBLEY JR
UCB ESCROW AGENT
306 EAST NORTH ST
GREENVILLE SC 29601

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Keep tabs on your debit card purchases with Card Controls.
Fight fraud, control spending and review transactions all within the
palm of your hand. To learn more, visit ucbi.com/card-controls today.

PERSONAL IMMA ACCOUNT

MINIMUM BALANCE	443,831.73	LAST STATEMENT 06/15/21	443,831.73
AVG AVAILABLE BALANCE	443,831.73	1 CREDITS	37.70
AVERAGE BALANCE	443,831.73	DEBITS	.00
		THIS STATEMENT 07/16/21	443,869.43

----- OTHER CREDITS -----			
DESCRIPTION		DATE	AMOUNT
INTEREST AT .1000 %		07/16	37.70

----- I N T E R E S T -----

AVERAGE LEDGER BALANCE:	443,831.73	INTEREST EARNED:	37.70
AVERAGE AVAILABLE BALANCE:	443,831.73	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	37.70	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2021:	406.56		

--- ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES ---

*		TOTAL FOR	TOTAL
*		THIS PERIOD	YEAR TO DATE
*		-----	-----
*	TOTAL OVERDRAFT FEES:	\$.00	\$.00
*		-----	-----
*	TOTAL RETURNED ITEM FEES:	\$.00	\$.00

*** CONTINUED ***



Demand Deposit [REDACTED] - **WILLIAM A SIBLEY JR**

	Relationship	Date of Birth	Phone Number	Tax Identification
⊕ WILLIAM A SIBLEY JR	Owner	*** ** / ****	*****	SSN ***-**-****
⊕ UCB ESCROW AGENT 306 EAST NORTH ST GREENVILLE SC 29601	Owner		*****	EIN **-*****

Additional Relationships

Tax Name: WILLIAM A SIBLEY JR
See Mailing Information

Summary

Memo Ledger Balance:	\$443,869.43	Last Deposit Oct 19, 2017:	\$22,000.00
Memo Available Balance:	\$443,869.43	Date Opened:	Oct 11, 2017
Current Ledger Balance:	\$443,869.43		
Current Available Balance:	\$443,869.43		
Interest Balance:	\$10.94		
Current Statement Rate:	0.1000%		
Overdraft Limit:	\$0.00		
ATM/POS Overdraft Balance:	\$0.00		

Projected Float and Holds

Projected Date	Float	Reg CC Check Available Float	Reg CC Cash Available Float	Expiring Holds
Jul 26, 2021 Monday				
Jul 27, 2021 Tuesday				
Jul 28, 2021 Wednesday				
Jul 29, 2021 Thursday				
Jul 30, 2021 Friday				
Jul 31, 2021 Saturday				
Aug 01, 2021 Sunday				
Aug 02, 2021 Monday				
Aug 03, 2021 Tuesday				
Aug 04, 2021 Wednesday				

Interest

Current Accrued Interest:	\$10.94	Deposit Rate Index:	[79] UNITED MONEY MARKET
Date Accrued Through:	Jul 25, 2021	Rate Adjuster Option:	Rate Adjuster Is Not Expressed as a Percentage Variance Simple
Current Effective Rate:	0.1000%	Compounding Code:	
Days Into This Period:	9	Interest Cycle:	[41] 11th Business Day
Previous Accrued Interest:	\$7.30	Interest Reporting Code:	Reportable
Last Interest Jul 16, 2021:	\$37.70	Withholding Code:	No Withholding
Balance Last Interest:	\$443,869.43		

Rate

Date	Balance Type	Rate Structure	Rate	Tier Amount	Rate
------	--------------	----------------	------	-------------	------

Date	Balance Type	Rate Structure	Rate	Tier Amount	Rate
Jul 17, 2021	Available	[1] Tiered Rate	0.0500%	\$10,000.00	0.0500%
				\$50,000.00	0.0500%
				\$100,000.00	0.1000%
				\$250,000.00	0.1000%
				\$500,000.00	0.1000%
				\$1,000,000.00	0.1000%

Service Charge

Date Last Service Charge:	Jul 16, 2021	Service Charge Cycle:	[41] 11th Business Day
Average Ledger Balance:	\$443,869.43	DDA Credit Back Identification:	0
Average Available Balance:	\$443,869.43	Waiver Service Charge Code:	[0]
Days Into This Period:	9	Waiver Sales Tax:	Assess Sales Tax
Date Minimum Balance:	Jul 19, 2021		
Minimum Balance:	\$443,869.43		
Amount of Cash In:	\$0.00		
Amount of Cash Out:	\$0.00		

Charge

ATM Charge Option:	Charge	Dormant Charge Code:	0
EIM Charge Option:	Charge	Waiver Overdraft Charge Code:	[0]
Other Charge Option:	Charge	Waiver Overdraft Interest Code:	[0]
Other Non-Taxable Charge Option:	Charge	Waiver FDIC Insurance Charge Code:	[0]
Fee Charge Option:	Charge	Waiver Sales Tax:	Assess Sales Tax
BPM Charge Code:	0		
EIM NSF Force Override:	EIM NSF Specifications		
EIM Charge Back Notice Detail:	One Notice - Current Balance		
EIM Exception Code:	0		

Subject: Re: QB Data Backup
From: "Bill Sibley" <bill@ccplusi.com>
Sent: 5/3/2017 9:17:45 AM
To: "Tim Clark" <timc@ccplusi.com>; "rbergeron@lucendacomponents.com" <rbergeron@lucendacomponents.com>;
CC: "'Don Sawyer'" <dsawyer@generational.com>; "Scott Dozier" <scottd@ccplusi.com>; "'Dan Calton'" <dan@caltoncpa.com>;

Richard,
We will begin working on this right away.
Thanks,
Bill Sibley

From: Richard Bergeron <rbergeron@lucendacomponents.com>
Sent: Tuesday, May 2, 2017 12:37:53 PM
To: Tim Clark
Cc: 'Don Sawyer'; Bill Sibley; Scott Dozier; 'Dan Calton'
Subject: RE: QB Data Backup

Tim, can we get the Owner's salaries per person for the following year:

2017 (9 first month)
2016
2015
2014
2013

We need this to see what it the amount of salary that Was not recasted so we can see if the salary was market competitive. For year 2016 I need it per your scenario 1 (Most conservative).

This is quite urgent. I have included Dan Calton which is doing the Due Diligence, please keep him CC.

BTW I have not received ANY documents yet including the QB file.

Regards,

Richard Bergeron
Lucenda Components Inc.
4016 Messina Dr.





ary, FL, 32746
 (321) 230-6331
ron@lucendacomponents.com

The inform
 confidential

this communication and all accompanying documents from Lucenda Components Inc. may be
 privileged, and is intended only for the use of the recipient(s) named above. If you are not the intended
 recipient you are hereby notified that any review, disclosure, copying, distribution or the taking of any action in reliance on the contents
 of this transmitted information is strictly prohibited. If you have received this communication in error, please return it to the sender
 immediately and destroy the original message or accompanying materials and any copy thereof. If you have any questions
 concerning this message, please contact the sender.

From: Tim Clark [<mailto:timc@ccplusi.com>]
Sent: Monday, May 1, 2017 7:16 PM
To: rbergeron@lucendacomponents.com
Cc: Don Sawyer; Bill Sibley; Scott Dozier
Subject: Re: QB Data Backup

Richard - I can email the file directly to you if you'd like.

Thanks,

Tim Clark
 CC+I, Inc.
 (864) 458-7587 x105 Office
 (864) 979-6794. Mobile

Sent From My iPhone

On May 1, 2017, at 4:58 PM, Richard Bergeron <rbergeron@lucendacomponents.com> wrote:

Don, I assume you will send me a link to the dataroom?

<image002.jpg>Richard Bergeron
 Lucenda Components Inc.
 4016 Messina Dr.
 Lake Mary, FL, 32746
 Phone: (321) 230-6331
rbergeron@lucendacomponents.com

The information contained in this communication and all accompanying documents from Lucenda Components Inc.
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 are not the intended recipient you are hereby notified that any review, disclosure, copying, distribution or the taking of
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 communication in error, please return it to the sender immediately and destroy the original message or
 accompanying materials and any copy thereof. If you have any questions concerning this message, please contact
 the sender.

From: Tim Clark [<mailto:timc@ccplusi.com>]
Sent: Monday, May 1, 2017 4:15 PM
To: rbergeron@lucendacomponents.com
Cc: Don Sawyer; Bill Sibley; Scott Dozier
Subject: QB Data Backup

Hi Richard,

Kimberly uploaded the QuickBooks data backup this afternoon. She said that she did not think that it is password protected, but if it is use :

OkmIjnUhb1362*

Please let me know if you are able to work with it.

Thanks,

Tim Clark
CC+I, Inc.
(864) 458-7587 x105 Office
(864) 979-6794. Mobile



Virus-free. www.avast.com

Subject: Requested Payroll History
From: "Bill Sibley" <bill@ccplusi.com>
Sent: 5/7/2017 7:19:55 PM
To: "Richard Bergeron" <rbergeron@lucendacomponents.com>;
CC: "Don Sawyer" <dsawyer@generational.com>; "Tim Clark" <timc@ccplusi.com>; "Scott Dozier" <scottd@ccplusi.com>; "Dan Calton" <dan@caltoncpa.com>;

Attachments: Owners Salaries 1.xlsx

Richard,
I hope this gives you the detail data you need.
Thanks,
Bill Sibley

	CC-H Fiscal 2017 as of 4/28/2017		CC-H Fiscal 2016		CC-H Fiscal 2015		CC-H Fiscal 2014		CC-H Fiscal 2013	
	Annual Salary	Bonus	Annual Salary	Bonus	Annual Salary	Bonus	Annual Salary	Bonus	Annual Salary	Bonus
OWNERS:										
Clark, James T.	\$125,000		\$150,000	\$100,000	\$150,000	\$75,000	\$106,703	\$0	\$97,811	\$0
Dozier, Scott W.	\$86,249		\$103,888	\$100,000	\$100,200	\$75,000	\$77,000	\$0	\$70,583	\$0
Leviner, Robert E.	\$33,412	(*)	\$60,141	\$20,000	\$80,188	\$30,000	\$71,597	\$0	\$64,447	\$0
Sibley Jr, William A. L.	\$125,000		\$150,000	\$80,000	\$150,000	\$65,000	\$162,917	\$0	\$57,500	\$0
Starrett, Frank T.	\$76,934		\$92,321	\$45,000	\$92,321	\$45,000	\$83,921	\$0	\$76,928	\$0
Featherstone, Ernest H.	\$12,000	(**)	\$24,000	\$0	\$24,000	\$0	\$24,000	\$0	\$91,667	\$0

NOTES:

(*) Began Working Half Time
(**) Deceased December 2016

NON-OWNERS:

Lahti, Diane E.	\$28,225		\$37,500	\$0	\$34,375	\$0	\$7,731	\$0	\$14,241	\$0
Morrow, Hollie A.			\$0	\$0	\$44,275	\$0	\$7,497	\$0		
Childress, William C.	\$38,333		\$46,000	\$15,000	\$43,000	\$0	\$1,667	\$0		
Taylor, Joseph B.	\$52,905		\$59,382	\$15,000						
Herrmann, Nathan D.	\$62,028		\$21,863	\$5,000						
Viveros, Carlos A.	\$24,904									
Clark, Ryan O.	\$23,750									
Jones, Christopher L.	\$18,333									
Pavatte, Justin D.										

Terms of Employment Amendment

June 26, 2017

Justin Pavatte

Annual salary to start = \$70,000

Justin began employment with CC+I in February 2017 at an annual salary rate of \$70,000 with the understanding that in 6 months there would be a mutual evaluation. If both parties approved, the employment would continue and Justin's salary rate would be increased to \$75,000 annually. On or about July 31, 2017, Justin will receive a review and the evaluation will determine whether an increase of his annual salary rate will be \$75,000.

In addition to this possible salary increase in August, on June 30, 2017 Justin will receive a bonus this year equal to his present annual salary — namely, \$70,000. CC+I has been dramatically blessed with profitable business during our just completed fiscal year — ending June 30, 2017. This bonus is in response to this very profitable year and the outstanding work put forth by our CC+I team of associates. The company directors — Bill, Tim and Scott — thank you for the extra effort you have contributed to make our year so successful. The amount of the bonus varies from year-to-year depending on company profitability and the effort put forth by each associate. We are happy to share the results of a really good year with you — a really good associate — while at the same time we challenge each of us to actively work to achieve a "repeat" performance this coming fiscal year.

Unless you inform Bill by Tuesday noon (June 27th) to ask our payroll service to make a change in your income tax withholding, we will assume you will be happy for them to use the regular rate they are now using as shown on your W-4 form. Also, please remember that you can change your income tax withholding rate at any and every payroll event (monthly).



CC+I Bonus Results for Fiscal 2017

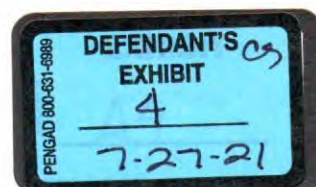
June 26, 2017

Ryan Clark

Annual salary = \$50,000

It is with great pleasure that we announce that on June 30, 2017 Ryan will receive a bonus this year equal to his present annual salary --- namely, \$50,000. CC+I has been dramatically blessed with profitable business during our just completed fiscal year --- ending June 30, 2017. This bonus is in response to this very profitable year and the outstanding work put forth by our CC+I team of associates. The company directors --- Bill, Tim and Scott --- thank you for the extra effort you have contributed to make our year so successful. The amount of the bonus varies from year-to-year depending on company profitability and the effort put forth by each associate. We are happy to share the results of a really good year with you --- a really good associate --- while at the same time we challenge each of us to actively work to achieve a "repeat" performance this coming fiscal year.

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CC+I Bonus Results for Fiscal 2017

June 26, 2017

Christopher Jones

Annual salary = \$45,000

It is with great pleasure that we announce that on June 30, 2017 Chris will receive a bonus this year equal to his present annual salary --- namely, \$45,000. CC+I has been dramatically blessed with profitable business during our just completed fiscal year --- ending June 30, 2017. This bonus is in response to this very profitable year and the outstanding work put forth by our CC+I team of associates. The company directors --- Bill, Tim and Scott --- thank you for the extra effort you have contributed to make our year so successful. The amount of the bonus varies from year-to-year depending on company profitability and the effort put forth by each associate. We are happy to share the results of a really good year with you --- a really good associate --- while at the same time we challenge each of us to actively work to achieve a "repeat" performance this coming fiscal year.

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CC+I Bonus Results for Fiscal 2017

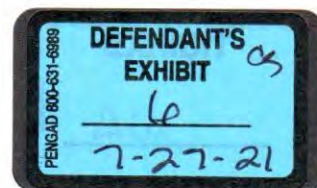
June 26, 2017

Carlos Viveros

Annual salary = \$75,000

It is with great pleasure that we announce that on June 30, 2017 Carlos will receive a bonus this year equal to his present annual salary --- namely, \$75,000. CC+I has been dramatically blessed with profitable business during our just completed fiscal year --- ending June 30, 2017. This bonus is in response to this very profitable year and the outstanding work put forth by our CC+I team of associates. The company directors --- Bill, Tim and Scott --- thank you for the extra effort you have contributed to make our year so successful. The amount of the bonus varies from year-to-year depending on company profitability and the effort put forth by each associate. We are happy to share the results of a really good year with you --- a really good associate --- while at the same time we challenge each of us to actively work to achieve a "repeat" performance this coming fiscal year.

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CC+I Bonus Results for Fiscal 2017

June 26, 2017

Joseph Taylor

Annual salary = \$46,000

It is with great pleasure that we announce that on June 30, 2017 Joseph will receive a bonus this year equal to his present annual salary --- namely, \$46,000. CC+I has been dramatically blessed with profitable business during our just completed fiscal year --- ending June 30, 2017. This bonus is in response to this very profitable year and the outstanding work put forth by our CC+I team of associates. The company directors --- Bill, Tim and Scott --- thank you for the extra effort you have contributed to make our year so successful. The amount of the bonus varies from year-to-year depending on company profitability and the effort put forth by each associate. We are happy to share the results of a really good year with you --- a really good associate --- while at the same time we challenge each of us to actively work to achieve a "repeat" performance this coming fiscal year.

Unless you inform Bill by Tuesday noon (June 27th) to ask our payroll service to make a change in your income tax withholding, we will assume you will be happy for them to use the regular rate they are now using as shown on your W-4 form. Also, please remember that you can change your income tax withholding rate at any and every payroll event (monthly).



CC+I Bonus Results for Fiscal 2017

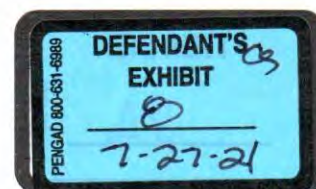
June 26, 2017

Nathan Herrmann

Annual salary = \$63,874

It is with great pleasure that we announce that on June 30, 2017 Nathan will receive a bonus this year equal to his present annual salary --- namely, \$63,874. CC+I has been dramatically blessed with profitable business during our just completed fiscal year --- ending June 30, 2017. This bonus is in response to this very profitable year and the outstanding work put forth by our CC+I team of associates. The company directors --- Bill, Tim and Scott --- thank you for the extra effort you have contributed to make our year so successful. The amount of the bonus varies from year-to-year depending on company profitability and the effort put forth by each associate. We are happy to share the results of a really good year with you --- a really good associate --- while at the same time we challenge each of us to actively work to achieve a "repeat" performance this coming fiscal year.

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Terms of Employment

June 22, 2017

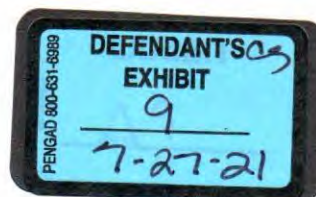
Kimberly French

Annual salary to start = \$37,500

Kimberly began employment with a temp agency at an annual salary rate of \$37,500. She was hired as a permanent employee by CC+I on May 15, 2017 at that same salary rate. As of July 1, 2017, Kimberly will receive an increase so that her annual salary rate will be \$40,000. In addition to this salary increase, Kimberly will receive a \$10,000 bonus on June 30, 2017. CC+I has been dramatically blessed with profitable business during our just completed fiscal year --- ending June 30, 2017. This bonus is in response to this very profitable year and the outstanding work put forth by the CC+I team of associates. The company directors --- Bill, Tim and Scott --- thank you for the extra effort you have contributed to make our year so successful. The amount of the bonus varies from year-to-year depending on company profitability and the effort put forth by each associate. We are happy to share the results of a really good year with you --- a really good associate.

Additionally, CC+I will pay one half of Kimberly's monthly medical insurance premium. Kimberly will pay the other half of the monthly premium by having it withheld from her monthly payroll direct deposit.

Kimberly is entitled to two (2) weeks of vacation during her first 12 months of employment. Since Kimberly started working May 15th, she is entitled to 62.5% of 2 weeks (10 work days) or 6.25 vacation days for the remainder of calendar year 2017. Additionally, Kimberly is entitled to the last nine (9) of the company's holidays starting with Easter 2017.



1 State of South Carolina Court of Common Pleas
2 County of Greenville Case No: 2019-CP-23-02032
3

4 William A.L. Sibley, Jr.,
5 Plaintiff(s),

6 -VS-

7 Decide4action, Inc.,
8 Defendant(s).



9
10 Decide4action, Inc.,
11 Counterclaimant/
12 Third Party Plaintiff,

13 Vs

14 William A.L. Sibley, Jr., and
15 Joyce Featherstone,
16 Counterclaim Defendant/
17 Third Party Defendant,

18
19 **30 (b) (6) DEPOSITION OF RICHARD BERGERON**
20

21 Pursuant to Notice of Deposition and/or Agreement
22 in the above-entitled case, the above deposition was
23 taken on the 29th day of September 2020, commencing at
24 10:00 a.m.
25

DEPOSITIONS AND..., INC.
(864) 585-0642



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APPEARANCES,

FOR THE PLAINTIFF:

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ALSO PRESENT: MS. SIBLEY-JONES
JOYCE FEATHERSTONE

DEPOSITION REPORTED BY: PAMELA F. GREEN
DEPOSITIONS AND..., INC.
(864) 585-0642

1 So it would have lowered the value of the
2 company, and I would not have proceeded with
3 the deal. I would stop right there.

4 **Q.** Now, if you look in the middle of that paragraph
5 below amount of pending claims, it says "Buyer,"
6 which is Decide4action, "alleges that as a
7 result of the payment of those undisclosed
8 bonuses, the non-owner employees elected to
9 leave the company when these were not matched by
10 the buyer," Decide4action, "in 2018."

11 Is that right?

12 **A.** Yeah.

13 **Q.** Which employees do you claim left the company
14 when Decide4action did not match the bonuses?

15 **A.** Justin Pavatte left. Joe Ryan left. Nathan
16 Herrmann left. Kimberly French was good so I
17 elected to given her a bonus anyway. That's
18 about it. So three out of five employees.

19 **Q.** Now it says that the calculation of damages is
20 included as Exhibit A. If you look at the last
21 page of Plaintiff's Exhibit 10, were these the
22 damage calculations that Decide4action gave to
23 United Community Bank?

24 **A.** Yes.

25 **Q.** It looks like you've talked before about the

1 salaries and bonuses being three hundred fifty
2 thousand dollars, but if you look in the middle
3 of the page it looks like there's a twenty-five
4 hundred dollar salary for Kimberly French,
5 right?

6 **A.** Yeah, you're right. It was not five thousand.
7 It was twenty-five hundred.

8 **Q.** Are you claiming that a twenty-five hundred
9 dollar raise to Kimberly French was outside the
10 ordinary course of business?

11 **A.** I told you I don't know. Whatever they did,
12 what's the normal article expected rates. Now,
13 I'll be honest with you. If the twenty-five
14 hundred dollars was the reason, there wouldn't
15 be a reason for us to be here. It's probably
16 outside the ordinary course of business but it's
17 not significant.

18 **Q.** And then the bonuses that you are complaining
19 about to UCB looks like they total about three
20 hundred and twenty-five thousand; is that right?

21 **A.** It looks like it's two hundred fifty-nine eighty
22 seventy-four.

23 **Q.** I'm just talking about the amount of the bonuses
24 themselves?

25 **A.** That column here is two hundred fifty-nine. The

1 total is that that wasn't an impression, that he
2 had given thirty-five. Was it right or wrong?
3 That's what he told me verbally.

4 Was I right, I don't know, but I give them
5 credit for what I thought. I thought it was
6 the honest thing to do. They give them three
7 hundred fifty-nine thousand dollars in bonuses.

8 Q. I'm trying to understand your calculation. If
9 you look back up at the top there is a
10 calculation of EBITDA, which is earnings before
11 interest, taxes, depreciation and amortization;
12 is that right?

13 A. Yes.

14 Q. It says EBITDA, CCI, was one million one hundred
15 and seventy-three thousand, and there's a
16 reference to page four.

17 Page four of what?

18 A. Page four of the sellers issue offering
19 memorandum.

20 Q. So that was a document that you looked at before
21 you issued the Letter of Intent and before the
22 Stock Purchase Agreement was signed; is that
23 right?

24 A. Yes.

25 Q. Then it looks like you divided the purchase

1 price of four point four million dollars by that
2 EBITDA and got an EBITDA multiple of three point
3 seven five; is that right?

4 **A.** No.

5 **Q.** Where did you get the multiple?

6 **A.** That's what we had agreed before --the very
7 second meeting we had, the seller represented
8 EBITDA was one million one hundred
9 seventy-three. For type and size of company
10 that we had, we agreed it was somewhere between
11 three point five and four by EBITDA. That's how
12 the purchase price was calculated. The three
13 point seven five is not coming from the purchase
14 price. The purchase price is coming from the
15 multiple.

16 **Q.** But regardless, if you divide the purchase price
17 of four point four million dollars by the EBITDA
18 number, you believe one point one seven three
19 million, that gives you gives you an EBITDA
20 multiple of three point seven five, right?

21 **A.** It does, right.

22 **Q.** And then you subtracted the twenty-five hundred
23 dollar salary and these bonuses along with
24 payroll taxes from the EBITDA to come up from
25 the one point one seven three to come up with a

1 new EBITDA number; is that right?

2 **A.** With a potential number, yeah.

3 **Q.** That was what you called actual EBITDA of eight
4 hundred and twenty-two thousand; is that right?

5 **A.** Yeah.

6 **Q.** Then you multiplied that earnings number times
7 the three point seven five multiple and came up
8 with a claim for the reduction of the company
9 value of one point three million dollars; is
10 that right?

11 **A.** An estimate of what a claim would be, but that's
12 not the claim. That's not a claim. This letter
13 was a request to add the escrow and the claim is
14 in the lawsuit.

15 **Q.** That is the claim that was made to UCB?

16 **A.** No, no claim was made to UCB. We cannot make a
17 claim to UCB. The only thing we can take to UCB
18 is hold the escrow, and that's what we did.

19 **Q.** That was the pending claim that was described to
20 UCB in order to have them hold the escrow,
21 right?

22 **A.** They would not hold it unless we would give them
23 an idea that this was not a twenty thousand
24 dollars claim, for instance.

25 (Plaintiff's Exhibit 11 marked.)

1 BY MR. ENGLISH:

2 Q. Let me show what we've marked as Plaintiff's
3 Exhibit 11. Have you seen this copy of my
4 letter to UCB dated October 30th, 2018?

5 A. Yes, I did.

6 Q. Did you read the affidavits from the three
7 employees that you claim had left because they
8 did not receive a bonus?

9 A. Of course I did.

10 Q. And did you read these affidavits that they left
11 the employment of CCI not because they didn't
12 receive a bonus, but because they didn't enjoy
13 working with you?

14 A. That's not what they say when they left. They
15 only say that after they were told what to write
16 by you. When they left -- Justin, he left
17 because he couldn't work with Scott Dozier.

18 Nathan Herrmann left because his wife
19 wanted to work with Kemet again.

20 Joe say that he left because he found a
21 better job somewhere else.

22 That's what they told me when they
23 resigned. I had no reason to believe they were
24 lying.

25 After we had the discussion, there was

1 discussion between the three of them and they
2 changed their story. We read those affidavits
3 as coming from you to us, and they're all the
4 same exact affidavit. I could be wrong but you
5 asked my opinion. That's my opinion.

6 **Q.** You did not believe these affidavits that these
7 three employees signed?

8 **A.** That's not what they say when they left.

9 **Q.** So does that mean that you didn't believe the
10 affidavits they signed?

11 BY MR. PURIEFOY:

12 Object to the form.

13 BY THE WITNESS:

14 So was it taken out of context? Was a part of
15 not liking to work with me? Absolutely, I
16 believe that. I believe they did not like to
17 work with me, and there's a lot of reasons why
18 they would not have liked to work with me.
19 Those guys were not hired for the -- they
20 advertised themselves as software designers.
21 All three of them, they really were not
22 software designers. They go from site to site
23 installing equipment. We ask them to write
24 code. Their ability was really, really low.
25 So they couldn't do the job they were supposed

1 to do.

2 Of course, when somebody asks you to do a
3 job that you can't do because the sales were
4 really low, then of course they didn't like
5 working with me because I asked them to do a
6 job they couldn't do. Of course they didn't
7 like it.

8 Did they leave because of that, I don't
9 know. Is what they told me? No. So which one
10 is it? I'm not the one to make the decision
11 here.

12 **Q.** It sounds like it was good for CCI that these
13 employees left because they couldn't do the job
14 you wanted them to do, right?

15 **A.** You're telling me that because the employees
16 that were there were no good and were paid twice
17 what they should have been to begin with. It's
18 not good. You basically have somebody that
19 doesn't have the assets that he's supposed to
20 have.

21 Now, if you sell a brand new car and it
22 turned out to be an old car that doesn't work
23 and you had to get rid of it, it is good to get
24 rid of it, but it is not good that the value of
25 company wasn't what it was, I had to rebuild

1 from scratch. That's why we had two years that
2 was really, really tough, that our survival was
3 in question.

4 I don't know if it was by design that they
5 couldn't do the job. They had to get a job
6 done. They found people quickly that could do
7 that. Then the real job they were supposed to,
8 they just weren't capable of doing it.

9 Q. Let me show you what we're marking as
10 Plaintiff's Exhibit 12.

11 (Plaintiff's Exhibit 12 marked.)

12 BY MR. ENGLISH:

13 Q. Is it true that despite my letter and the
14 employee affidavits that Decide4action refused
15 to allow UCB to release the escrow to the
16 shareholders?

17 A. Now, December 13, at that time there was a
18 lawsuit.

19 Q. It was not until 2019.

20 A. Yeah. We choose not to do it until that whole
21 issue was resolved.

22 Q. So is Decide4action claiming different damages
23 in this case than it notified the escrow agent
24 of?

25 A. Yes.

1 Q. What damages is Decide4action claiming in this
2 case?

3 A. In my opinion I don't think they've fully made
4 determination of damages. The first portion of
5 the damages was a lower value claims you're not
6 showing that, but we did to make our claim.
7 There's a report prepared with the new numbers
8 by Patton Associates. The only way to value a
9 company is with an expert. Those people looked
10 at the company with the number provided by the
11 seller, and they valued after with the number
12 that should have been provided by the seller. A
13 big portion of the difference in value is the
14 difference in value between the two reports
15 which you have received as part of disclosure I
16 believe.

17 Q. So you're saying that the Decide4action's
18 damages is the value determined by Patton &
19 Associates?

20 A. The loss of value.

21 Q. The loss of value based on Patton & Associates
22 different calculations?

23 BY MR. PURIEFOY:

24 Object to the form. You can answer.
25

1 BY THE WITNESS:

2 Yes, it's part of the claim. I'm not a lawyer.
3 I think there's some others that would go over
4 and beyond that, but that's a big portion of
5 the claim.

6 (Plaintiff's Exhibit 13 marked.)

7 BY MR. ENGLISH:

8 Q. Is this the new Patton & Associates' report that
9 you were referencing that we marked as Exhibit
10 13?

11 A. Yes, it is.

12 Q. If you'll look on the first page of Plaintiff's
13 Exhibit 13, the third full paragraph. This is a
14 letter to you dated December 27, 2018; is that
15 right?

16 A. September.

17 Q. September 27, 2018?

18 A. Yes.

19 Q. So you had this before I sent the letter on
20 behalf of the selling shareholders to United
21 Community Bank?

22 A. I believe so.

23 Q. Did you ever provide this report to UCB?

24 A. No.

25 Q. If you look at the third paragraph of this

1 letter, and this is written by Kurt Tobin at
2 Patton & Associates?

3 **A.** Yeah.

4 **Q.** Mr. Tobin writes in the third paragraph "We have
5 taken your representation of significant
6 increase in payroll cost due to
7 misrepresentation by the sellers of CCI and have
8 integrated these assumed increases to payroll
9 cost into our analysis. We were not engaged to
10 prepare due diligence."

11 You didn't have Patton & Associates
12 actually do any due diligence, did you?

13 **A.** Well, that's hard to tell the definition of due
14 diligence because are they part of due
15 diligence, or are they not. According to the
16 SPA I think they are part of the due diligence,
17 but I don't know.

18 **Q.** Mr. Tobin says "We were not engaged to prepare
19 due diligence," right?

20 **A.** That's what he says, but his report was part of
21 due diligence. So I don't know.

22 **Q.** Now where he says "We have taken your
23 representation of significant increase in
24 payroll cost," what was your representation of
25 significant increase in payroll cost?

1 **A.** It was the three hundred fifty-nine thousand
2 dollars in bonuses and the twenty-five hundred.
3 The direct numbers.

4 **Q.** So you gave Patton & Associates the three
5 hundred and fifty-nine thousand dollar bonus
6 number plus the twenty-five hundred dollars pay
7 raise to Ms. French?

8 **A.** Yes.

9 **Q.** Now, before your --

10 **A.** I don't think I give them the twenty-five
11 hundred dollars. I'll have to take a look.

12 **Q.** Now, I compared the two Patton reports and I'll
13 ask you to do the same. If you'll look back at
14 Plaintiff's Exhibit 4 and compare it with
15 Plaintiff's Exhibit 13, it looks like to me the
16 change occurs on page 28?

17 **A.** Maybe.

18 **Q.** It shows whereas the first Patton report,
19 Plaintiff's Exhibit 4, shows a margin of
20 twenty-seven point seven percent. The new
21 Patton report shows a margin of twenty point
22 four percent which reduces net cash flow from
23 eight hundred and fifty-three thousand to six
24 hundred and twenty-seven thousand; is that
25 right?

1 **A.** That's one of the changes.

2 **Q.** Is that the change on which the Patton valuation
3 is based upon?

4 **A.** I don't know. They have like three or four
5 different methods in there.

6 **Q.** They just relied on the income method, right?

7 **A.** I don't know.

8 **Q.** Now, you'll see that Patton & Associates' new
9 report, Plaintiff's Exhibit 13, has the year
10 ending March of 2018 but CCI's year ends June of
11 2000 (sic), correct, instead of March?

12 **A.** In the original report.

13 **Q.** No, in the new report?

14 **A.** It says March.

15 **Q.** But that should be June, right?

16 **A.** I don' know. I don't think -- you're assuming
17 an error from their part. I don't think that is
18 one. This is a thirty-page report and you're
19 trying to read it as if you and I knew how to
20 read it. There's a reason why we hire those
21 people to do that work for us because we don't
22 understand it. I'm not going to start picking
23 and choosing which one I believe.

24 **Q.** You don't have an opinion on what the right
25 number is?

1 BY MR. PURIEFOY:

2 Object to the form.

3 BY THE WITNESS:

4 I don't have an exact opinion, no.

5 BY MR. ENGLISH:

6 Q. This calculation of value in the Patton report
7 that you're relying on for damages claimed in
8 this lawsuit begins with the year ending for CCI
9 in 2018, right?

10 A. Huh?

11 Q. If you look on page 28 on the new Patton report,
12 Plaintiff's Exhibit 13, page 28?

13 A. Okay.

14 Q. The bonuses that you're complaining about were
15 paid in 2017, right?

16 A. Yes.

17 Q. You did not pay for those same bonuses in 2018
18 after you bought the company, did you?

19 A. No, I did not.

20 Q. And in fact three of those employees left during
21 2018, right?

22 A. Yeah, '18.

23 Q. So you had Patton Associates do a calculation
24 based on an assumption that three hundred and
25 sixty thousand dollars would be paid in bonuses

1 in 2018 even though they were not, correct?

2 **A.** No, I don't think so. I don't think so. You
3 have to read the whole report to see what they
4 considered. I got a professional to do the
5 valuation to know what the difference.

6 **Q.** Did you provide Patton & Associates for their
7 new report the actual numbers for CCI's fiscal
8 year ending June 30, 2018?

9 **A.** I don't think so. All I ever provided them was
10 the difference in bonuses.

11 **Q.** What was CCI's actual revenue and profit margin
12 in 2018?

13 **A.** I don't know that off the top of my head.

14 **Q.** So you don't know whether Patton & Associates'
15 new report is based on accurate calculations?

16 BY MR. PURIEFOY:

17 Object to the form.

18 BY THE WITNESS:

19 I'm sure it is. You're asking for
20 interpretation of a thirty-five-page report.
21 You asked me detail about how they calculate
22 everything without access to numbers or
23 anything. Of course I cannot make a valid
24 opinion about that. It is based on actual
25 reliable figure, but I don't remember offhand

1 exactly what it is.

2 Q. This may be a good time for the lunch break.

3 (Lunch break was taken.)

4 BY MR. ENGLISH:

5 Q. Mr. Bergeron, we're back on the record.

6 Did you discuss your testimony during the
7 break.

8 A. No.

9 Q. I want you to compare again Plaintiff's 4 which
10 is the Patton & Associates Valuation and before
11 you say you learned of the bonuses, and
12 Plaintiff's Exhibit 13 which is the one we
13 obtained on September 27, 2018.

14 On page 28 of both, that is the chart
15 below that says Calculation of Value.

16 A. Okay.

17 Q. If you look at the projected net cash flow, it
18 looks like beginning in 2018 and for each year
19 thereafter cash flow is projected to be several
20 hundred thousand dollars lower; is that right?

21 A. Yeah.

22 Q. Is that because you told Patton & Associates to
23 assume that you would have to pay those bonuses
24 every year in the future?

25 A. No. That's because in the first report, I don't

1 know where they do that but they told me they
2 did that, they had taken the amount of bonuses
3 that was paid and removed the bonus because it
4 was thought it was just only bonus. So it
5 include the value of the first bonus because
6 owner bonus was supposed to be only bonus. They
7 took them out. They couldn't do that. How it
8 works, I can't tell you that.

9 Basically the bonus owners were cleared
10 out. All the bonuses of the company was gone.
11 That was not a true situation. The numbers --
12 basically this is with the numbers without the
13 declaring the bonus. This is the number with
14 declaring the bonus.

15 Now, it's twenty-eight pages long. You
16 can pick it apart but there's a reason why they
17 didn't take my word for valuation, professional
18 valuation.

19 Now you're asking me my opinion. Yes, I
20 have a limited opinion, but that's not my
21 opinion about the valuation that counts.

22 **Q.** My question was, isn't it true that the new
23 valuation assumes lower cash flow every year
24 from 2018 to 2019 to 2020 on into the future?

25 **A.** Did you listen to what I just say? I said no to

RECEIVED

May 23 2022

CERTIFICATE OF COUNSEL

SC Court of Appeals

Undersigned counsel hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

s/Howard W. Anderson III
Howard W. Anderson III
(#100329)