

CROSS-PURCHASE BUY-SELL AGREEMENT

among

MICHAEL R. BRENNAN, DAVID A. OKAFOR

and

IRONWOOD MECHANICAL CONTRACTORS, LLC

Dated as of March 1, 2021

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CROSS-PURCHASE BUY-SELL AGREEMENT

THIS CROSS-PURCHASE BUY-SELL AGREEMENT (this “**Agreement**”) is made and entered into as of March 1, 2021, by and among MICHAEL R. BRENNAN, an individual residing in Dublin, Ohio (“**Brennan**”), DAVID A. OKAFOR, an individual residing in Columbus, Ohio (“**Okafor**” and, together with Brennan, the “**Members**” and each, a “**Member**”), and IRONWOOD MECHANICAL CONTRACTORS, LLC, an Ohio limited liability company (the “**Company**”).

RECITALS

A. The Company was formed by the filing of its Articles of Organization with the Ohio Secretary of State on June 6, 2011, is governed by Chapter 1705 of the Ohio Revised Code, and maintains its principal office at 2275 Westbelt Drive, Columbus, Ohio 43228. The Company is engaged in commercial heating, ventilation and air conditioning, plumbing, and mechanical service contracting.

B. The Members own all of the issued and outstanding Units of the Company, consisting of one thousand (1,000) Units, as follows: Brennan owns six hundred (600) Units, representing a sixty percent (60%) Percentage Interest, and Okafor owns four hundred (400) Units, representing a forty percent (40%) Percentage Interest.

C. Contemporaneously with the execution of this Agreement, the Members are entering into the Second Amended and Restated Operating Agreement of the Company effective March 1, 2021, which provides that Transfers of Interests upon the death, Permanent Disability, Retirement, divorce or bankruptcy of a Member, or upon any other Triggering Event, are governed by this Agreement.

D. The Members wish to provide for the continuity of ownership and management of the Company, to restrict the Transfer of Interests, to provide a market for the Interest of a Member upon a Triggering Event, and to fix in advance the price and terms of any such purchase.

E. Each Member has applied for insurance on the life of the other Member to fund the purchase of a deceased Member’s Interest under Article 3.

F. The Company joins in this Agreement to be bound by its restrictions on Transfer, to place the legend required by Section 15.4 on its records, and to hold the options granted to it under Articles 6, 7 and 8.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Defined Terms. As used in this Agreement, the following terms have the meanings set forth below:

“**Annual Appraisal**” means the written report of an Appraiser engaged under Section 10.2 stating the fair market value of the Company on a going-concern basis as of the last day of a Fiscal Year.

“**Annual Value**” means, with respect to the Interest of a Member, the fair market value of the Company stated in the most recent Certificate of Value multiplied by such Member’s Percentage Interest, without any discount for lack of control, minority interest or lack of marketability.

“Appraised Value” means, with respect to the Interest of a Member, the fair market value of the Company on a going-concern basis as of the applicable Valuation Date, as determined under Section 10.5 and Section 10.6, multiplied by such Member’s Percentage Interest, without any discount for lack of control, minority interest or lack of marketability.

“Appraiser” means an individual business valuation professional who (a) holds the Accredited Senior Appraiser (ASA) designation of the American Society of Appraisers or the Accredited in Business Valuation (ABV) credential of the American Institute of Certified Public Accountants, and (b) has not, during the three (3) years preceding his or her engagement, performed services for compensation for the Company, any Member or any Spouse, other than the preparation of Annual Appraisals or appraisals under this Agreement.

“Bankruptcy Event” has the meaning given in Section 8.1.

“Business Day” means any day other than a Saturday, a Sunday or a day on which national banks in Columbus, Ohio are authorized or required to close.

“Cause” means, with respect to a Member, (a) such Member’s conviction of, or plea of guilty or no contest to, a felony or any crime involving fraud, theft or dishonesty; (b) such Member’s embezzlement or misappropriation of funds or property of the Company, or fraud upon the Company; (c) willful misconduct or gross negligence of such Member that results in the suspension or revocation of any contractor license held by or for the benefit of the Company, or in the withdrawal or material reduction of the Company’s surety bonding capacity; (d) a material breach by such Member of this Agreement or the Operating Agreement that, if curable, is not cured within thirty (30) days after written notice from the other Member specifying the breach; or (e) such Member’s use of alcohol or controlled substances that materially impairs his performance and continues for thirty (30) days after written notice.

“Certificate of Value” means a written certificate of the Appraiser who prepared an Annual Appraisal, substantially in the form of the certificate attached as Schedule A, stating the fair market value of the Company determined in that Annual Appraisal and the resulting Annual Value of the Interest of each Member.

“Certifying Physician” means the physician selected in accordance with Section 4.2.

“Closing” means the consummation of a purchase and sale of an Interest under this Agreement, and **“Closing Date”** means the date on which a Closing occurs.

“Company Policies” means any policy of insurance on the life of a Member that is owned by the Company or under which the Company is a beneficiary, including any key-person policy maintained under the Operating Agreement. Company Policies are not Insurance Policies.

“Deadlock” has the meaning given in Section 9.1.

“Disability Determination Date” means the date on which the written certification of the Certifying Physician that a Member has incurred a Permanent Disability is delivered to both Members (or, in the case of the affected Member, to his guardian or attorney-in-fact, if one has been appointed).

“Fiscal Year” means the fiscal year of the Company, which is the calendar year.

“Insurance Policies” means the policies of insurance on the lives of the Members described on Schedule B, as amended from time to time, together with any additional or replacement policy on the life of a Member that is owned by the other Member and designated in writing by the Members as subject to this Agreement under Article 12.

“Interest” means, with respect to a Member, all of the Units and the entire membership interest in the Company owned of record or beneficially by such Member, together with such Member’s capital account, right to distributions and all other rights of such Member under the Operating Agreement, and any Units later acquired by such Member.

“Major Decision” has the meaning given in the Operating Agreement.

“Note” means a promissory note of a Purchaser delivered in payment of a portion of a Purchase Price under this Agreement, having the terms set forth in Sections 11.3 through 11.6.

“Operating Agreement” means the Second Amended and Restated Operating Agreement of the Company effective March 1, 2021, as amended from time to time.

“Percentage Interest” means, with respect to a Member, the quotient, expressed as a percentage, of the number of Units held by such Member divided by the total number of Units then outstanding. As of the date of this Agreement, the Percentage Interest of Brennan is sixty percent (60%) and the Percentage Interest of Okafor is forty percent (40%).

“Permanent Disability” means the inability of a Member, because of a physical or mental illness, injury or condition, to perform substantially all of the usual duties performed by such Member for the Company immediately before the onset of such illness, injury or condition, which inability has continued for three hundred sixty-five (365) consecutive days, as certified in writing by the Certifying Physician in accordance with Section 4.2.

“Personal Representative” means the executor or administrator of the estate of a deceased Member, and, for an incapacitated Member, his guardian or attorney-in-fact under a durable power of attorney.

“Prime Rate” means the prime rate published in the “Money Rates” section of *The Wall Street Journal* on the applicable Closing Date or, if not published on such date, as most recently published before such date.

“Purchase Price” means the price at which an Interest is to be purchased under this Agreement, determined in accordance with Article 10, subject to Section 6.7 and Section 9.2.

“Purchaser” means the Purchasing Member or the Company, as applicable, that is obligated or elects to purchase an Interest under this Agreement.

“Purchasing Member” means the Member who is obligated or elects to purchase all or part of the Interest of the Selling Member under this Agreement.

“Retirement” means a Member’s voluntary withdrawal from active employment with the Company, effective on a Retirement Date that occurs on or after the date on which such Member attains age sixty-two (62), following delivery of a Retirement Notice in accordance with Section 5.1.

“Retirement Date” means the effective date of a Member’s Retirement specified in his Retirement Notice.

“Retirement Notice” means a written notice of Retirement given by a Member in accordance with Section 5.1.

“Selling Member” means the Member whose Interest is to be or may be sold under this Agreement, and, where the context requires, his Personal Representative, Spouse or former Spouse, trustee or other successor in interest.

“**Spouse**” means the spouse of a Member at the relevant time. As of the date of this Agreement, Karen L. Brennan is the Spouse of Brennan and Amara N. Okafor is the Spouse of Okafor.

“**Transfer**” means any sale, assignment, gift, bequest, pledge, encumbrance or other disposition of all or any part of an Interest, whether voluntary, involuntary or by operation of law, including by court order, intestate succession or legal process.

“**Triggering Event**” means any of the following with respect to a Member: (a) death (Article 3); (b) Permanent Disability (Article 4); (c) Retirement (Article 5); (d) delivery of an Offer Notice (Section 6.1); (e) termination for Cause (Section 6.6); (f) a Spousal Award (Article 7); or (g) a Bankruptcy Event (Article 8).

“**Units**” has the meaning given in the Operating Agreement.

“**Valuation Date**” means (a) upon the death of a Member, the date of death; (b) upon the Permanent Disability of a Member, the Disability Determination Date; (c) upon Retirement, the Retirement Date; (d) upon delivery of an Offer Notice, the date on which the Offer Notice is delivered; (e) upon termination for Cause, the effective date of the termination; (f) upon a Spousal Award, the date on which the decree or order making the Spousal Award becomes final and nonappealable; and (g) upon a Bankruptcy Event, the date on which the Bankruptcy Event occurs.

Section 1.2 Interpretation. Capitalized terms used but not defined in this Agreement have the meanings given in the Operating Agreement. The word “including” means “including without limitation.” Headings are for convenience only.

ARTICLE 2 RESTRICTIONS ON TRANSFER

Section 2.1 General Restriction. No Member shall Transfer all or any part of his Interest, or any interest therein, except in accordance with this Agreement and the Operating Agreement. Any purported Transfer in violation of this Agreement is null and void *ab initio*, and the Company shall not record any such Transfer on its books or recognize the purported transferee as a Member or an assignee for any purpose.

Section 2.2 No Pledge or Encumbrance. No Member shall pledge, hypothecate or grant a security interest in his Interest without the prior written consent of the other Member, except for a pledge securing a Note in favor of a Selling Member under Section 11.6.

Section 2.3 Exclusive Means of Withdrawal. No Member may resign or withdraw from the Company, or demand the return of his capital contribution or payment of the fair value of his Interest, except through a sale of his Interest in accordance with this Agreement.

ARTICLE 3 PURCHASE UPON DEATH

Section 3.1 Mandatory Purchase and Sale. Upon the death of a Member, the surviving Member shall purchase, and the estate of the deceased Member shall sell, all (but not less than all) of the Interest owned by the deceased Member at the time of his death, for the Purchase Price determined under Article 10 and payable in accordance with Section 11.2. The obligations under this Section 3.1 are mandatory and are not conditioned on the receipt of insurance proceeds.

Section 3.2 Time of Closing. The Closing of the purchase under Section 3.1 shall take place on the later of (a) the ninetieth (90th) day after the date of the deceased Member’s death, or (b) the thirtieth (30th) day after the appointment of a Personal Representative of the deceased Member’s estate. If no

Personal Representative has been appointed within ninety (90) days after the date of death, the surviving Member may apply to the probate court for such an appointment.

Section 3.3 Valuation Date. The Valuation Date for the purchase under this Article 3 is the date of the deceased Member's death.

Section 3.4 Collection of Insurance Proceeds. Promptly after the death of a Member, the surviving Member shall file claims for the proceeds of each Insurance Policy on the life of the deceased Member. Proceeds so collected shall be applied as provided in Section 11.2.

ARTICLE 4

PURCHASE UPON PERMANENT DISABILITY

Section 4.1 Mandatory Purchase and Sale. If a Member incurs a Permanent Disability, the other Member shall purchase, and the disabled Member shall sell, all (but not less than all) of the disabled Member's Interest, for the Purchase Price determined under Article 10 and payable in accordance with Section 4.5. The obligations under this Section 4.1 are mandatory upon the occurrence of the Disability Determination Date.

Section 4.2 Determination of Permanent Disability. At any time after a Member has been unable, because of a physical or mental illness, injury or condition, to perform substantially all of his usual duties for the Company for three hundred sixty-five (365) consecutive days, the other Member may request, by written notice to the affected Member (or his Personal Representative), a determination whether such Member has a Permanent Disability. The determination shall be made by a physician licensed in the State of Ohio who is acceptable to both the affected Member (or his Personal Representative) and the other Member (the "**Certifying Physician**"). If the Members cannot agree on a Certifying Physician within fifteen (15) days after the request, each of them shall designate a physician within the next ten (10) days, and the two physicians so designated shall select the Certifying Physician. The affected Member shall submit to such examinations, and authorize the release of such medical records, as the Certifying Physician reasonably requests. The written certification of the Certifying Physician as to whether the Member has a Permanent Disability is final and binding on all parties.

Section 4.3 Disability Determination Date; Valuation Date. The Disability Determination Date is the date on which the written certification of the Certifying Physician that the Member has a Permanent Disability is delivered to both Members. The Disability Determination Date is the Valuation Date for the purchase under this Article 4.

Section 4.4 Time of Closing. The Closing of the purchase under Section 4.1 shall take place on a date selected by the Purchasing Member that is not later than one hundred twenty (120) days after the Disability Determination Date.

Section 4.5 Payment of Purchase Price. The Members acknowledge that they have not obtained disability buy-out insurance to fund a purchase under this Article 4. Accordingly, the Purchasing Member shall pay the Purchase Price for the disabled Member's Interest as follows: (a) ten percent (10%) of the Purchase Price in cash or immediately available funds at the Closing; and (b) the balance of the Purchase Price by delivery of a Note payable in eighty-four (84) equal monthly installments of principal and interest, bearing interest and secured as provided in Sections 11.3 through 11.6. If the Members later obtain disability buy-out insurance under Section 12.7, the proceeds of that insurance shall be paid to the disabled Member at the Closing (or upon later receipt) and applied first against the Purchase Price, and the cash payment and the principal amount of the Note under this Section 4.5 shall be reduced accordingly.

Section 4.6 Rights Pending Closing. From the Disability Determination Date until the Closing, the disabled Member shall continue to own his Interest, subject to the following:

(a) *Voting.* All voting, consent and approval rights of the disabled Member under the Operating Agreement, including on Major Decisions, shall be exercised on his behalf by his attorney-in-fact under a durable power of attorney or, if none has been appointed or is acting, by his guardian or other legal representative. The other Member and the Company may rely on any vote, consent or approval so given.

(b) *Management.* The disabled Member shall have no duty to perform services for the Company. The other Member shall exercise the authority of the offices held by the disabled Member and shall manage the business of the Company in the ordinary course, but shall not, without the written consent of the representative acting for the disabled Member under Section 4.6(a), take any Major Decision or any action outside the ordinary course of business.

(c) *Distributions.* The disabled Member shall continue to receive his pro rata share of all distributions made by the Company, including Tax Distributions under the Operating Agreement, paid to him or as his Personal Representative directs. Distributions received by the disabled Member after the Valuation Date do not reduce the Purchase Price.

Section 4.7 Recovery; Death before Closing. If the affected Member resumes the performance of substantially all of his usual duties before the Disability Determination Date, the three hundred sixty-five (365) day period described in Section 4.2 shall begin anew upon any subsequent inability. If a Member dies after the Disability Determination Date and before the Closing under this Article 4, the purchase shall be completed under Article 3, except that the Valuation Date shall remain the Disability Determination Date.

ARTICLE 5 RETIREMENT

Section 5.1 Retirement Notice. A Member who has attained, or who will attain on or before his proposed Retirement Date, age sixty-two (62) may retire from active employment with the Company by delivering a Retirement Notice to the other Member and the Company not less than twelve (12) months before the Retirement Date stated in the notice. A Retirement Notice may be revoked only with the written consent of the other Member.

Section 5.2 Mandatory Purchase (Put). Upon the delivery of a Retirement Notice that complies with Section 5.1, the retiring Member shall have the right to require the other Member to purchase, and the other Member shall be obligated to purchase, all (but not less than all) of the retiring Member's Interest for the Purchase Price determined under Article 10. The Valuation Date is the Retirement Date.

Section 5.3 Time of Closing. The Closing of the purchase under Section 5.2 shall take place on the Retirement Date or on such other date within sixty (60) days after the Retirement Date as the Members may agree.

Section 5.4 Payment of Purchase Price. The Purchasing Member shall pay the Purchase Price for the retiring Member's Interest as follows: (a) twenty percent (20%) of the Purchase Price in cash or immediately available funds at the Closing; and (b) the balance of the Purchase Price by delivery of a Note payable in eighty-four (84) equal monthly installments of principal and interest, bearing interest and secured as provided in Sections 11.3 through 11.6.

Section 5.5 Withdrawal before Age Sixty-Two. A Member who ceases to be actively employed by the Company before attaining age sixty-two (62), other than by reason of death or Permanent

Disability, has no right to require a purchase of his Interest under this Article 5, and his Interest may be sold only in accordance with Article 6.

ARTICLE 6

LIFETIME TRANSFERS; TERMINATION FOR CAUSE

Section 6.1 Offer Notice. A Member who desires to sell all or any part of his Interest during his lifetime, other than under Article 4 or Article 5, shall first deliver to the other Member and the Company a written notice (an “**Offer Notice**”) offering to sell the Interest described in the notice (the “**Offered Interest**”) at the Purchase Price.

Section 6.2 Option of the Other Member. The other Member shall have the option, exercisable by written notice to the Selling Member within sixty (60) days after delivery of the Offer Notice, to purchase all or any part of the Offered Interest at the Purchase Price.

Section 6.3 Option of the Company. If the other Member does not exercise his option as to all of the Offered Interest, the Company shall have the option, exercisable by written notice to the Selling Member within thirty (30) days after the expiration of the option period under Section 6.2, to purchase all or any part of the remaining Offered Interest at the Purchase Price.

Section 6.4 Payment; Closing. The Purchase Price for any Offered Interest purchased under Section 6.2 or Section 6.3 shall be paid in accordance with Section 11.1. The Closing shall take place within sixty (60) days after the last option under this Article 6 is exercised.

Section 6.5 Unexercised Options. If the options under Sections 6.2 and 6.3 are not exercised as to all of the Offered Interest, the Selling Member may, within one hundred twenty (120) days after the expiration of the Company’s option period, Transfer all (but not less than all) of the Offered Interest to a third party, subject to the right of first refusal and admission requirements of the Operating Agreement.

Section 6.6 Termination for Cause. If a Member’s employment with the Company is terminated for Cause, the other Member shall have the option, exercisable by written notice within sixty (60) days after the effective date of the termination, to purchase all or any part of the terminated Member’s Interest, and, to the extent the other Member does not exercise his option as to all of such Interest, the Company shall have the option, exercisable by written notice within thirty (30) days after the expiration of the other Member’s option period, to purchase all or any part of the remainder. The other Member may act for the Company in determining whether Cause exists, and any dispute as to Cause shall be resolved under the dispute resolution provisions of the Operating Agreement.

Section 6.7 Price upon Termination for Cause. The price for any Interest purchased under Section 6.6 is eighty percent (80%) of the Purchase Price determined under Article 10, and shall be paid in accordance with Section 11.1.

ARTICLE 7

DIVORCE

Section 7.1 Spousal Award. If, in connection with the divorce, dissolution of marriage or legal separation of a Member, all or any part of such Member’s Interest is awarded to, or is retained by, such Member’s Spouse or former Spouse under a decree, order or property settlement (a “**Spousal Award**,” and the Interest so awarded, the “**Spousal Interest**”), the Spousal Interest shall be subject to the options set forth in this Article 7.

Section 7.2 Option of the Member. The Member whose Spouse or former Spouse received the Spousal Interest shall have the option, exercisable by written notice to the Spouse or former Spouse within

ninety (90) days after the decree or order making the Spousal Award becomes final and nonappealable, to purchase all of the Spousal Interest at the Purchase Price.

Section 7.3 Option of the Other Member. If the Member does not exercise his option under Section 7.2, the other Member shall have the option, exercisable by written notice within sixty (60) days after the expiration of the option period under Section 7.2, to purchase all or any part of the Spousal Interest at the Purchase Price.

Section 7.4 Option of the Company. If the Spousal Interest is not purchased in full under Section 7.2 or Section 7.3, the Company shall have the option, exercisable by written notice within thirty (30) days after the expiration of the option period under Section 7.3, to purchase all or any part of the remaining Spousal Interest at the Purchase Price.

Section 7.5 Valuation; Payment; Status of Spouse. The Valuation Date for any purchase under this Article 7 is the date on which the decree or order making the Spousal Award becomes final and nonappealable. The Purchase Price shall be paid in accordance with Section 11.1. Until purchased, any Spousal Interest shall be held by the Spouse or former Spouse as an assignee only, without any right to vote or participate in management, and shall remain subject to this Agreement.

ARTICLE 8

BANKRUPTCY, INSOLVENCY AND INVOLUNTARY TRANSFERS

Section 8.1 Bankruptcy Event. Each of the following is a “**Bankruptcy Event**” with respect to a Member: (a) the filing by such Member of a voluntary petition under Title 11 of the United States Code; (b) the filing against such Member of an involuntary petition under Title 11 of the United States Code that is not dismissed within ninety (90) days; (c) a general assignment by such Member for the benefit of creditors; (d) the appointment of a receiver or custodian for such Member or his Interest that is not discharged within ninety (90) days; (e) the entry of a charging order against such Member’s Interest under Chapter 1705 of the Ohio Revised Code; or (f) any levy, attachment, execution or judicial sale of all or any part of such Member’s Interest.

Section 8.2 Notice. A Member who becomes subject to a Bankruptcy Event shall give written notice of it to the other Member and the Company within ten (10) days after its occurrence.

Section 8.3 Option of the Other Member; Option of the Company. Upon the occurrence of a Bankruptcy Event, the other Member shall have the option, exercisable by written notice within sixty (60) days after the later of the occurrence of the Bankruptcy Event or his receipt of actual notice of it, to purchase all or any part of the affected Member’s Interest at the Purchase Price. To the extent the other Member does not exercise his option as to all of such Interest, the Company shall have the option, exercisable by written notice within thirty (30) days after the expiration of the other Member’s option period, to purchase all or any part of the remainder at the Purchase Price.

Section 8.4 Payment of Purchase Price. The Purchase Price for an Interest purchased under this Article 8 shall be paid in full by delivery of a Note payable in sixty (60) equal monthly installments of principal and interest, bearing interest and secured as provided in Sections 11.3 through 11.6, without any payment in cash at the Closing. The Closing shall take place within sixty (60) days after the last option under Section 8.3 is exercised.

Section 8.5 Status of Transferee. Any person who acquires rights in an Interest by reason of a Bankruptcy Event holds them as an assignee only, subject to this Agreement.

ARTICLE 9 DEADLOCK

Section 9.1 Deadlock. A “Deadlock” exists if the Members are unable to agree on a Major Decision, the matter has been submitted to mediation in Columbus, Ohio under the dispute resolution provisions of the Operating Agreement, and the matter remains unresolved sixty (60) days after the mediation ends. For this purpose, a mediation ends on the date on which the mediator declares an impasse in writing or either Member terminates the mediation by written notice after at least one full-day mediation session has been held.

Section 9.2 Shotgun Offer. At any time after a Deadlock exists and while it continues, either Member (the “Offering Member”) may deliver to the other Member (the “Responding Member”) a written offer (a “Shotgun Offer”) stating a single cash price per Unit at which the Offering Member is willing either to purchase all of the Units of the Responding Member or to sell all of the Units of the Offering Member. The price per Unit stated in the Shotgun Offer, and not the Purchase Price determined under Article 10, governs any purchase under this Article 9.

Section 9.3 Election. Within sixty (60) days after receipt of a Shotgun Offer, the Responding Member shall elect, by written notice to the Offering Member, either (a) to sell all of his Units to the Offering Member, or (b) to purchase all of the Units of the Offering Member, in either case at the price per Unit stated in the Shotgun Offer. If the Responding Member fails to make a timely election, he shall be deemed to have elected to sell all of his Units to the Offering Member.

Section 9.4 Closing; Payment. The Closing of a purchase under this Article 9 shall take place within ninety (90) days after the election (or deemed election) of the Responding Member, and the entire price shall be paid in cash or immediately available funds at the Closing.

Section 9.5 Limitations. No Shotgun Offer may be delivered while another Shotgun Offer or any purchase arising from another Triggering Event is pending. A Shotgun Offer is irrevocable.

ARTICLE 10 PURCHASE PRICE AND VALUATION

Section 10.1 Purchase Price. Except as provided in Section 6.7 and Article 9, the Purchase Price for the Interest of a Member shall be (a) the Annual Value of such Interest, unless Section 10.4 applies, or (b) if Section 10.4 applies, the Appraised Value of such Interest. If less than all of a Member’s Interest is purchased, the Purchase Price is reduced proportionately.

Section 10.2 Annual Appraisal; Certificate of Value. Within thirty (30) days after the end of each Fiscal Year, the Company shall engage an Appraiser selected jointly by the Members (or, if the Members fail to agree within that period, designated by Fairbanks Lowell & Co., CPAs) to determine the fair market value of the Company on a going-concern basis as of the last day of that Fiscal Year, without any discount for lack of control, minority interest or lack of marketability. Within ninety (90) days after the end of the Fiscal Year, the Appraiser shall deliver to both Members the Annual Appraisal and a Certificate of Value. The Appraiser’s determination is final and binding unless, within thirty (30) days after delivery, either Member objects in writing, in which case Section 10.6 shall apply to it, with the Members in place of the Purchaser and the Selling Member, and the Appraiser shall deliver a revised Certificate of Value stating the fair market value so finally determined. Neither the Company nor any Member may adjust a value determined under this Section 10.2. Each Certificate of Value supersedes all prior Certificates of Value. The failure to obtain an Annual Appraisal for any Fiscal Year shall not invalidate this Agreement, and the most recent Certificate of Value shall continue to apply, subject to Section 10.4. The Company shall pay the fees of the Appraiser for each Annual Appraisal.

Section 10.3 Initial and Current Certificates. The first Annual Appraisal under this Agreement, as of December 31, 2020, and its Certificate of Value were delivered to the Members before the date of this Agreement. Each later Certificate of Value delivered under Section 10.2 supersedes it, and the most recent Certificate of Value shall be kept with this Agreement as Schedule A.

Section 10.4 Stale Certificate; Appraised Value. If, on the date on which a Triggering Event occurs, the most recent Certificate of Value is dated more than twenty-four (24) months before such date, then the Purchase Price shall not be the Annual Value and shall instead be the Appraised Value of the Interest being purchased, determined as of the applicable Valuation Date in accordance with Sections 10.5 and 10.6. The Appraised Value shall be the fair market value of the Company on a going-concern basis, as determined by an independent Appraiser holding the ASA or ABV credential, multiplied by the Selling Member's Percentage Interest, without any discount for lack of control, minority interest or lack of marketability.

Section 10.5 Appraisal. Within fifteen (15) days after the occurrence of a Triggering Event to which Section 10.4 applies, the Purchaser and the Selling Member shall jointly select an Appraiser. If they fail to agree within that period, the Appraiser shall be designated by Fairbanks Lowell & Co., CPAs. The Appraiser shall determine the fair market value of the Company on a going-concern basis as of the Valuation Date, and shall deliver a written report to the Purchaser and the Selling Member within sixty (60) days after engagement.

Section 10.6 Objection; Second and Third Appraisal. The determination of the Appraiser under Section 10.5 is final and binding unless, within thirty (30) days after delivery of the report, the Purchaser or the Selling Member delivers to the other a written objection and engages, at the objecting party's expense, a second Appraiser, who shall deliver a written report within sixty (60) days after engagement. If the higher of the two determinations of fair market value exceeds the lower by not more than ten percent (10%) of the lower, the fair market value of the Company shall be the average of the two determinations. If the higher exceeds the lower by more than ten percent (10%), the two Appraisers shall, within fifteen (15) days, jointly select a third Appraiser, who shall review both reports and, within forty-five (45) days after engagement, select whichever of the two determinations he or she concludes more accurately reflects the fair market value of the Company, and the determination so selected shall be final and binding on all parties.

Section 10.7 Exclusion of Company-Owned Life Insurance. In determining the Annual Value and the Appraised Value, the proceeds of any Company Policy payable by reason of the death of a Member, and any claim to such proceeds, shall be excluded from the value of the Company and shall not be taken into account for any purpose. The Insurance Policies are owned by the Members individually, are not assets of the Company, and shall not be taken into account in valuing the Company.

Section 10.8 Costs of Appraisal. The fees of the first and any third Appraiser engaged under Sections 10.5 and 10.6 shall be shared equally by the Purchaser and the Selling Member.

ARTICLE 11

PAYMENT OF PURCHASE PRICE

Section 11.1 Standard Payment Terms. Except as otherwise provided in Section 4.5 (Permanent Disability), Section 5.4 (Retirement), Section 8.4 (Bankruptcy Event), Section 9.4 (Deadlock) and Section 11.2 (death), the Purchaser shall pay the Purchase Price as follows: (a) twenty percent (20%) of the Purchase Price in cash or immediately available funds at the Closing; and (b) the balance by delivery of a Note payable in sixty (60) equal monthly installments of principal and interest.

Section 11.2 Payment upon Death. The Purchase Price for the Interest of a deceased Member shall be paid by the surviving Member as follows:

(a) Insurance Proceeds. At the Closing, the surviving Member shall pay to the Personal Representative an amount equal to the proceeds received by the surviving Member under the Insurance Policies on the life of the deceased Member, up to the full amount of the Purchase Price.

(b) Shortfall. If the Purchase Price exceeds the insurance proceeds paid under Section 11.2(a) (the excess, the “**Shortfall**”), the surviving Member shall pay twenty percent (20%) of the Shortfall in cash or immediately available funds at the Closing and the balance of the Shortfall by delivery of a Note payable in sixty (60) equal monthly installments of principal and interest, bearing interest at the Prime Rate plus one percent (1%) per annum and secured by a pledge of the purchased Interest under Section 11.6.

(c) Excess Proceeds. If the insurance proceeds received by the surviving Member exceed the Purchase Price, the surviving Member shall retain the excess for his own account, free of any claim of the deceased Member’s estate, Spouse or beneficiaries.

(d) Proceeds Received after Closing. If any insurance proceeds on the life of the deceased Member are received by the surviving Member after the Closing Date, the surviving Member shall, within ten (10) Business Days after receipt, pay such proceeds to the Personal Representative, up to the then unpaid principal balance of the Note, and such payment shall be applied to installments of the Note in the inverse order of their maturity.

(e) Company Policies. Proceeds of Company Policies shall not be applied to the payment of the Purchase Price unless the surviving Member and the Personal Representative so agree in writing.

Section 11.3 Interest; Installments; Prepayment. Every Note delivered under this Agreement shall bear interest from the Closing Date at a fixed rate per annum equal to the Prime Rate in effect on the Closing Date plus one percent (1%), computed on the basis of a 365-day year. Each Note shall be payable in the number of equal consecutive monthly installments of principal and interest specified in the Section under which it is delivered, beginning on the first day of the second calendar month after the Closing Date. The maker may prepay any Note in whole or in part at any time without premium or penalty, and partial prepayments shall be applied to installments in the inverse order of their maturity.

Section 11.4 Default; Acceleration. Each Note shall provide that the entire unpaid principal balance, together with accrued interest, shall, at the option of the holder, become immediately due and payable upon (a) the failure of the maker to pay any installment within fifteen (15) days after written notice of nonpayment from the holder; (b) the occurrence of a Bankruptcy Event with respect to the maker; (c) the sale of all or substantially all of the assets of the Company, or its merger or dissolution; or (d) any Transfer by the maker of the Interest purchased with such Note. After maturity or acceleration, the unpaid balance shall bear interest at the Note rate plus four percent (4%) per annum.

Section 11.5 Guaranty. If the Company is the Purchaser and delivers a Note, the remaining Member shall execute and deliver at the Closing his personal guaranty of payment of such Note, in form reasonably satisfactory to the Selling Member.

Section 11.6 Pledge and Security. Each Note delivered by a Purchasing Member shall be secured by a pledge of the Interest purchased with such Note, under a pledge and security agreement in form reasonably satisfactory to the Selling Member (the “**Pledge Agreement**”). If the Company is the Purchaser, the Note shall be secured by a pledge by the remaining Member, under a Pledge Agreement, of a number of his Units equal to the number of Units purchased by the Company. Absent a default, the

pledgor retains all voting and distribution rights in the pledged Units, which shall be released pro rata as principal is paid.

Section 11.7 Setoff. The Purchaser may set off against the Purchase Price any amount then due from the Selling Member to the Company or the Purchaser, upon ten (10) days' prior written notice.

ARTICLE 12

LIFE INSURANCE FUNDING

Section 12.1 Cross-Owned Policies. To provide funds for the purchase of the Interest of a deceased Member under Article 3, each Member shall apply for, own, pay the premiums on, and be the sole beneficiary of, one or more policies of insurance on the life of the other Member. The Insurance Policies applied for as of the date of this Agreement are described on Schedule B. Brennan shall be the owner and beneficiary of the Insurance Policies on the life of Okafor, and Okafor shall be the owner and beneficiary of the Insurance Policies on the life of Brennan.

Section 12.2 Amount of Coverage. Each Member shall maintain Insurance Policies on the life of the other Member in an aggregate face amount not less than the Annual Value of the other Member's Interest. Within sixty (60) days after the delivery of each Certificate of Value, each Member shall apply for such additional insurance as is necessary to comply with this Section 12.2, and the insured Member shall cooperate in such application. The failure to obtain additional insurance shall not affect the obligations of the Members under Article 3.

Section 12.3 Premiums; Annual Proof of Payment. Each Member shall pay all premiums on the Insurance Policies owned by him when due. In January of each year, each Member shall deliver to the other Member written evidence, reasonably satisfactory to the other Member, that all premiums on the Insurance Policies owned by him that came due during the preceding calendar year have been paid and that each such policy remains in force.

Section 12.4 Failure to Pay Premiums. If a Member fails to pay a premium on an Insurance Policy owned by him within the policy's grace period, the insured Member may pay it, and any amount not reimbursed within thirty (30) days shall be credited against any Purchase Price later payable by the owner to the insured Member or his estate.

Section 12.5 Restrictions on Policy Rights. No Member shall, without the written consent of the insured Member, change the beneficiary of, assign, borrow against, surrender or allow to lapse any Insurance Policy owned by him.

Section 12.6 Application of Proceeds. Proceeds of the Insurance Policies on the life of a deceased Member shall be applied to the payment of the Purchase Price as provided in Section 11.2.

Section 12.7 Disability Buy-Out Insurance. The Members acknowledge that, as of the date of this Agreement, they have not obtained disability buy-out insurance on either Member, and that the purchase of a disabled Member's Interest under Article 4 will be paid as provided in Section 4.5. The Members may, but are not obligated to, obtain disability buy-out insurance in the future. Any such policy shall be owned as the Members agree in writing, shall be added to Schedule B by written amendment signed by both Members, and its proceeds shall be applied as provided in Section 4.5.

Section 12.8 Company Policies Not Funding. The Company may own Company Policies as key-person coverage under the Operating Agreement. Their proceeds belong to the Company, are excluded from value under Section 10.7, and do not fund any purchase under this Agreement except as provided in Section 11.2(e).

Section 12.9 Insured's Right to Purchase Policies upon Termination. Upon the termination of this Agreement other than by reason of the death of a Member, or upon the sale of all of a Member's Interest under this Agreement during his lifetime, each Member shall have the right, exercisable by written notice within sixty (60) days thereafter, to purchase from the owner any Insurance Policy on his own life for a price equal to its cash surrender value, less any policy loans, and the owner shall execute the documents necessary to transfer ownership of the policy.

Section 12.10 Policies Owned by a Deceased Member. Upon the death of a Member, the surviving Member shall have the right, exercisable by written notice to the Personal Representative within sixty (60) days after the date of death, to purchase any Insurance Policy on his own life owned by the deceased Member, for the price determined under Section 12.9.

ARTICLE 13 CLOSING

Section 13.1 Time and Place. Each Closing shall take place at 10:00 a.m., local time, at the offices of Daley Whitcomb & Ross LLP, 100 East Broad Street, Suite 2400, Columbus, Ohio 43215, or at such other time and place as the parties to the Closing agree.

Section 13.2 Deliveries by the Selling Member. At the Closing, the Selling Member shall deliver to the Purchaser (a) an assignment of the Interest being sold, free and clear of all liens and encumbrances other than those created by this Agreement; (b) if the Selling Member is a Personal Representative, certified letters of authority; and (c) the resignations described in Section 13.4.

Section 13.3 Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver to the Selling Member (a) the cash portion of the Purchase Price by wire transfer; (b) any Note and Pledge Agreement required by this Agreement and, if applicable, the guaranty required by Section 11.5; and (c) the release or indemnity required by Section 13.5.

Section 13.4 Resignation from Offices. Effective as of the Closing, the Selling Member (or, in the case of a disabled Member, his Personal Representative on his behalf) shall resign from every office he holds with the Company, including as President and Chief Executive Officer or as Vice President of Operations, as applicable, from any position as qualifying party or responsible managing employee under any contractor license held by the Company, and from employment with the Company, except to the extent the Purchaser and the Selling Member agree in writing to a transitional consulting arrangement.

Section 13.5 Release of Personal Guaranties. The Selling Member has personally guaranteed obligations of the Company, including the Company's revolving line of credit and equipment loans with Scioto Valley Bank, N.A., the General Agreement of Indemnity in favor of Great Lakes Casualty & Surety Company supporting the Company's performance and payment bonds, and the lease of the Company's premises at 2275 Westbelt Drive. At or before the Closing, the Purchaser shall use commercially reasonable efforts to obtain the release of the Selling Member (and, in the case of a deceased Member, his estate) from each such guaranty and indemnity. To the extent any release is not obtained, including as to bonds issued before the Closing, the Purchaser (and, if the Company is the Purchaser, the Company and the remaining Member, jointly and severally) shall indemnify and hold harmless the Selling Member and his estate from all liability under such guaranty or indemnity arising from obligations of the Company.

ARTICLE 14 TERM AND TERMINATION

Section 14.1 Termination Events. This Agreement shall terminate upon the earliest of (a) the written agreement of all of the Members; (b) the dissolution and completion of the winding up of the Company, or the occurrence with respect to the Company of an event described in Section 8.1(a) through

(d); (c) the date on which one Member owns all of the outstanding Units; or (d) the deaths of both Members within thirty (30) days of each other.

Section 14.2 Effect of Termination. Termination shall not affect any obligation arising from a Triggering Event that occurred before termination, any Note, Pledge Agreement, guaranty or indemnity, or the rights of the Members under Sections 12.9 and 12.10.

ARTICLE 15 MISCELLANEOUS

Section 15.1 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles. Subject to Article 10, each party submits to the jurisdiction of the Court of Common Pleas of Franklin County, Ohio for any action arising under this Agreement.

Section 15.2 Specific Performance. The Interests are unique and a breach of this Agreement could not be adequately compensated by money damages. Each party is entitled to specific performance and injunctive relief to enforce this Agreement, without posting a bond.

Section 15.3 Coordination with Operating Agreement. If any provision of this Agreement conflicts with any provision of the Operating Agreement with respect to the Transfer or purchase of an Interest upon a Triggering Event, this Agreement controls.

Section 15.4 Legend. The Company shall note on its membership ledger, and on any certificate evidencing Units, the following legend:

THE UNITS REPRESENTED HEREBY ARE SUBJECT TO THE RESTRICTIONS ON TRANSFER, OPTIONS AND OBLIGATIONS TO PURCHASE AND SELL SET FORTH IN A CROSS-PURCHASE BUY-SELL AGREEMENT DATED AS OF MARCH 1, 2021, AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

Section 15.5 Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, one (1) Business Day after deposit with an overnight courier, or three (3) Business Days after mailing by certified mail, addressed as follows:

If to Brennan:
Michael R. Brennan
6840 Riverside Drive
Dublin, Ohio 43017

If to Okafor:
David A. Okafor
1987 Worthington Hills Boulevard
Columbus, Ohio 43235

If to the Company:
Ironwood Mechanical Contractors, LLC
2275 Westbelt Drive
Columbus, Ohio 43228
Attention: President

with a copy (which shall not constitute notice) to:
Daley Whitcomb & Ross LLP
100 East Broad Street, Suite 2400
Columbus, Ohio 43215
Attention: Margaret E. Sorensen, Esq.

Section 15.6 Entire Agreement; Amendment; Waiver. This Agreement, together with the Schedules and the Operating Agreement, is the entire agreement of the parties on its subject matter and supersedes all prior understandings. This Agreement may be amended only by a writing signed by all of the Members and the Company, except that Schedule A is replaced by each Certificate of Value delivered

under Section 10.2 and Schedule B may be amended by a writing signed by both Members. No waiver is effective unless in writing.

Section 15.7 Binding Effect. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, Personal Representatives, successors and permitted assigns.

Section 15.8 Severability. If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

Section 15.9 Representation by Counsel. Each Member acknowledges that Daley Whitcomb & Ross LLP has prepared this Agreement as counsel to the Company, does not represent either Member individually, and that he has been advised to obtain independent legal and tax advice.

Section 15.10 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Signatures delivered by electronic mail in portable document format are effective as originals.

Section 15.11 Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY NOTE, ANY PLEDGE AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Cross-Purchase Buy-Sell Agreement as of the date first written above.

MEMBERS:

Michael R. Brennan

Michael R. Brennan

David A. Okafor

David A. Okafor

COMPANY:

**IRONWOOD MECHANICAL
CONTRACTORS, LLC,**
an Ohio limited liability company

M. R. Brennan

By: _____
Name: Michael R. Brennan
Title: President and Chief Executive Officer

[Signature Page to Cross-Purchase Buy-Sell Agreement – Ironwood Mechanical Contractors, LLC]

CONSENT OF SPOUSE

(Karen L. Brennan)

I, Karen L. Brennan, am the spouse of Michael R. Brennan, a party to the foregoing Cross-Purchase Buy-Sell Agreement dated as of March 1, 2021, among Michael R. Brennan, David A. Okafor and Ironwood Mechanical Contractors, LLC (the “Agreement”). Capitalized terms used in this Consent have the meanings given in the Agreement.

I have read the Agreement and understand that my spouse’s Interest in the Company must or may be sold upon his death, Permanent Disability, Retirement or divorce and upon the other events it describes, at a price determined under Article 10 of the Agreement. I have been advised to obtain independent counsel and have either done so or knowingly declined to do so.

In consideration of the benefits to my spouse and to our family under the Agreement, I agree that (1) any interest I have or may acquire in the Interest, whether as marital property, by inheritance or otherwise, is subject to the Agreement; (2) if any part of the Interest is awarded to me in a divorce, dissolution of marriage or legal separation, I will hold it as an assignee only and will sell it in accordance with Article 7 of the Agreement; (3) if I survive my spouse, I will not oppose, and will cooperate in, the sale of his Interest by his Personal Representative in accordance with Article 3 of the Agreement; (4) I will not claim any interest in the Insurance Policy owned by my spouse on the life of David A. Okafor, or in its proceeds, that is inconsistent with Article 11 or Article 12 of the Agreement; and (5) my spouse may sign any amendment of the Agreement without further consent from me.

This Consent is binding on my heirs, executors, administrators and assigns.

Dated: March 1, 2021

Karen L. Brennan

Karen L. Brennan

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

BE IT REMEMBERED, that on this 1st day of March, 2021, before me, the subscriber, a Notary Public in and for said County and State, personally came Karen L. Brennan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged the signing thereof to be her voluntary act and deed. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

LINDA M. HASKINS
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires 09-22-2025

Linda M. Haskins

Notary Public, State of Ohio
Linda M. Haskins
My Commission Expires: September 22, 2025

CONSENT OF SPOUSE

(Amara N. Okafor)

I, Amara N. Okafor, am the spouse of David A. Okafor, a party to the foregoing Cross-Purchase Buy-Sell Agreement dated as of March 1, 2021, among Michael R. Brennan, David A. Okafor and Ironwood Mechanical Contractors, LLC (the “**Agreement**”). Capitalized terms used in this Consent have the meanings given in the Agreement.

I have read the Agreement and understand that my spouse’s Interest in the Company must or may be sold upon his death, Permanent Disability, Retirement or divorce and upon the other events it describes, at a price determined under Article 10 of the Agreement. I have been advised to obtain independent counsel and have either done so or knowingly declined to do so.

In consideration of the benefits to my spouse and to our family under the Agreement, I agree that (1) any interest I have or may acquire in the Interest, whether as marital property, by inheritance or otherwise, is subject to the Agreement; (2) if any part of the Interest is awarded to me in a divorce, dissolution of marriage or legal separation, I will hold it as an assignee only and will sell it in accordance with Article 7 of the Agreement; (3) if I survive my spouse, I will not oppose, and will cooperate in, the sale of his Interest by his Personal Representative in accordance with Article 3 of the Agreement; (4) I will not claim any interest in the Insurance Policy owned by my spouse on the life of Michael R. Brennan, or in its proceeds, that is inconsistent with Article 11 or Article 12 of the Agreement; and (5) my spouse may sign any amendment of the Agreement without further consent from me.

This Consent is binding on my heirs, executors, administrators and assigns.

Dated: March 1, 2021

Amara N. Okafor

Amara N. Okafor

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

BE IT REMEMBERED, that on this 1st day of March, 2021, before me, the subscriber, a Notary Public in and for said County and State, personally came Amara N. Okafor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged the signing thereof to be her voluntary act and deed. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

GREGORY T. ALBRECHT
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires 06-30-2024

Gregory T. Albrecht

Notary Public, State of Ohio
Gregory T. Albrecht
My Commission Expires: June 30, 2024

SCHEDULE A
CERTIFICATE OF VALUE
(Sections 10.2 and 10.3)

Lauren M. Petrakis, ASA, of Harmon Brook Valuation Partners, LLC, the Appraiser engaged by Ironwood Mechanical Contractors, LLC, an Ohio limited liability company (the “**Company**”), for the Fiscal Year ended December 31, 2025 under Section 10.2 of the Cross-Purchase Buy-Sell Agreement dated as of March 1, 2021 (the “**Agreement**”), among Michael R. Brennan, David A. Okafor and the Company, certifies that in her Annual Appraisal dated March 9, 2026 she determined the fair market value of the Company on a going-concern basis as of December 31, 2025, without any discount for lack of control, minority interest or lack of marketability, to be **Five Million Dollars (\$5,000,000)**, and that the resulting Annual Value of the Interest of each Member is as follows:

Member	Units	Percentage Interest	Annual Value of Interest
Michael R. Brennan	600	60%	\$3,000,000
David A. Okafor	400	40%	\$2,000,000
Total – Fair Market Value of the Company	1,000	100%	\$5,000,000

In reaching this conclusion the Appraiser relied on the Company’s financial statements for the Fiscal Year ended December 31, 2025, reviewed by Fairbanks Lowell & Co., CPAs. In accordance with Section 10.7 of the Agreement, the value excludes the proceeds of any Company Policy. The Appraiser has performed no services for the Company, either Member or either Member’s spouse in the past three years other than Annual Appraisals under the Agreement.

This Certificate supersedes all prior Certificates of Value and remains in effect until superseded by a later Certificate of Value, subject to Section 10.4 of the Agreement.

Date of Certificate: March 9, 2026

**HARMON BROOK VALUATION
PARTNERS, LLC**

By: Lauren M. Petrakis
Lauren M. Petrakis, ASA, Managing Director

SCHEDULE B
INSURANCE POLICIES
(Article 12)

The following policies of insurance on the lives of the Members have been applied for by the Members under Section 12.1 of the Cross-Purchase Buy-Sell Agreement dated as of March 1, 2021, among Michael R. Brennan, David A. Okafor and Ironwood Mechanical Contractors, LLC. Each policy is owned by, and the premiums are paid by, the Member identified as owner, who is also the sole beneficiary.

	Policy 1	Policy 2
Insured	Michael R. Brennan	David A. Okafor
Insurer	Cedar Ridge Life Insurance Company	Cedar Ridge Life Insurance Company
Policy No.	CR-T 2104-48127	CR-T 2104-48135
Face Amount	\$2,100,000	\$1,400,000
Owner	David A. Okafor	Michael R. Brennan
Beneficiary	David A. Okafor	Michael R. Brennan
Premium Payor	David A. Okafor	Michael R. Brennan
Status	Application submitted February 12, 2021	Application submitted February 12, 2021

Insurer address: Cedar Ridge Life Insurance Company, Home Office, 1250 Cedar Ridge Parkway, West Des Moines, Iowa 50266.

Notes:

1. Policy numbers were assigned by the insurer upon receipt of the applications. Within ten (10) days after a policy is issued, its owner shall deliver a copy of the policy to the other Member.
2. Each owner shall deliver to the other Member, in January of each year, evidence that the premiums on the policy owned by him have been paid and that the policy remains in force, as required by Section 12.3.
3. Disability buy-out insurance: None. The Members have not obtained disability buy-out insurance on either Member. See Sections 4.5 and 12.7.
4. Company Policies (policies owned by or payable to the Company) are not Insurance Policies, are not listed on this Schedule B, and are not a source of funds for any purchase under the Agreement. See Sections 10.7 and 12.8.

Initialed by the Members as of March 1, 2021:



M.R.B.



D.A.O.