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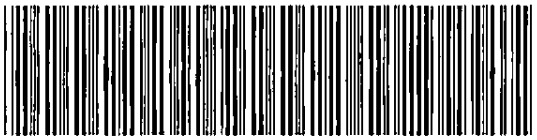

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19 OCT 15 PM 2:03

FILED
19 OCT 15 PM 12:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallhassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 011322 4301771

AUTHORIZATION :

COST LIMIT : $ 70.00

ORDER DATE : October 15, 2019

ORDER TIME : 10:18 AM

ORDER NO. : 011322-005

CUSTOMER NO: 4301771

ARTICLES OF MERGER

CESI MERGER SUB INC.

INTO

COLE ENGINEERING SERVICES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX_____ PLAIN STAMPED COPY

CONTACT PERSON: Amanda Robinson EXT# 62968

EXAMINER'S INITIALS: _____

EXECUTION VERSION

ARTICLES OF MERGER

MERGING

CESI MERGER SUB INC.

WITH AND INTO

COLE ENGINEERING SERVICES, INC.

FILED
19 OCT 15 PM 12:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), CESI Merger Sub Inc., a Florida corporation ("CESI"), hereby certifies as follows:

FIRST: CESI is a corporation organized and existing under the FBCA.

SECOND: CESI and Cole Engineering Services, Inc., a Florida corporation ("Cole"), are parties to that certain Agreement and Plan of Merger, dated as of September 19, 2019, by and among CESI, Cole, and CESI Holdco Inc., a Delaware corporation, which has been approved, adopted, executed and acknowledged by each of the foregoing parties, and which sets forth the terms and conditions of the merger of CESI with and into Cole. A redacted copy of the Agreement and Plan of Merger is attached hereto as Exhibit A.

THIRD: CESI shall be merged with and into Cole (the "Merger"), the separate existence of CESI shall cease, and Cole shall continue as the surviving corporation (the "Surviving Corporation") and the name of the Surviving Corporation shall be "Cole Engineering Services, Inc."

FOURTH: The articles of incorporation of the Surviving Corporation shall be amended and restated in their entirety to read as attached hereto as Exhibit B, until thereafter amended as provided under the FBCA.

FIFTH: The bylaws of the Surviving Corporation shall be amended and restated in their entirety so that, immediately following the time the Merger becomes effective, they are identical to the bylaws of CESI as in effect immediately prior to the time the Merger becomes effective, except that all references to the name of CESI therein shall be changed to refer to "Cole Engineering Services, Inc.", and, as so amended and restated, such bylaws shall be the bylaws of Cole until further amended in accordance with the FBCA.

SIXTH: The directors of CESI immediately prior to the time the Merger becomes effective shall be the initial directors of the Surviving Corporation and shall serve until the earlier of their resignation or removal or their respective successors are duly elected or appointed and qualified, as the case may be. The officers of CESI immediately prior to the time the Merger becomes effective shall be the initial officers of the Surviving Corporation and shall serve until the earlier of their resignation or removal or until their respective successors have been duly elected or appointed and qualified, as the case may be.

SEVENTH: At the time the Merger becomes effective, by virtue of the Merger and without any action on the part of CESI, Cole, the Surviving Corporation or any holder of shares of CESI's capital stock, each share of CESI's common stock shall be converted into and exchanged for one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation.

EIGHTH: At the time the Merger becomes effective, by virtue of the Merger and without any action on the part of CESI, Cole, the Surviving Corporation or any holder of shares of Cole's capital stock, each share held in treasury immediately prior to the time the Merger becomes effective shall at the time the Merger becomes effective be canceled and extinguished without any conversion thereof, and no payment or distribution shall be made with respect thereto.

NINTH: At the time the Merger becomes effective, by virtue of the Merger and without any action on the part of CESI, Cole, the Surviving Corporation or any holder of shares of Cole's capital stock, each share of Cole's capital stock issued and outstanding at the time the Merger becomes effective shall be canceled, extinguished and converted into the right to receive, upon the terms and conditions set forth in the Merger Agreement, an amount in cash, without interest, equal to the per share merger consideration.

The Agreement and Plan of Merger was adopted by the shareholders of Cole on September 19, 2019.

The Agreement and Plan of Merger was adopted by the sole shareholder of CESI on September 19, 2019.

The Merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

(***The remainder of this page intentionally left blank***)

IN WITNESS WHEREOF, CESI and Cole have caused the Articles of Merger to be executed by the undersigned, each a duly authorized officer thereof, as of October __, 2019.

CESI MERGER SUB INC.

By: _____
Name: John D. South
Title: Chief Financial Officer

COLE ENGINEERING SERVICES, INC.

By: _____
Name: Bryan Cole
Title: Chief Executive Officer

IN WITNESS WHEREOF, CESI and Cole have caused the Articles of Merger to be executed by the undersigned, each a duly authorized officer thereof, as of October ___, 2019.

CESI MERGER SUB INC.

By: _____
Name: John D. South
Title: Chief Financial Officer

COLE ENGINEERING SERVICES, INC.

By: _____
Name: Bryan Cole
Title: Chief Executive Officer

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

CESI HOLDCO INC.,

CESI MERGER SUB INC.,

COLE ENGINEERING SERVICES, INC.,

THE STOCKHOLDER REPRESENTATIVE

AND, SOLELY FOR PURPOSES OF SECTION 11.15,

BY LIGHT PROFESSIONAL IT SERVICES LLC

DATED AS OF SEPTEMBER 19, 2019

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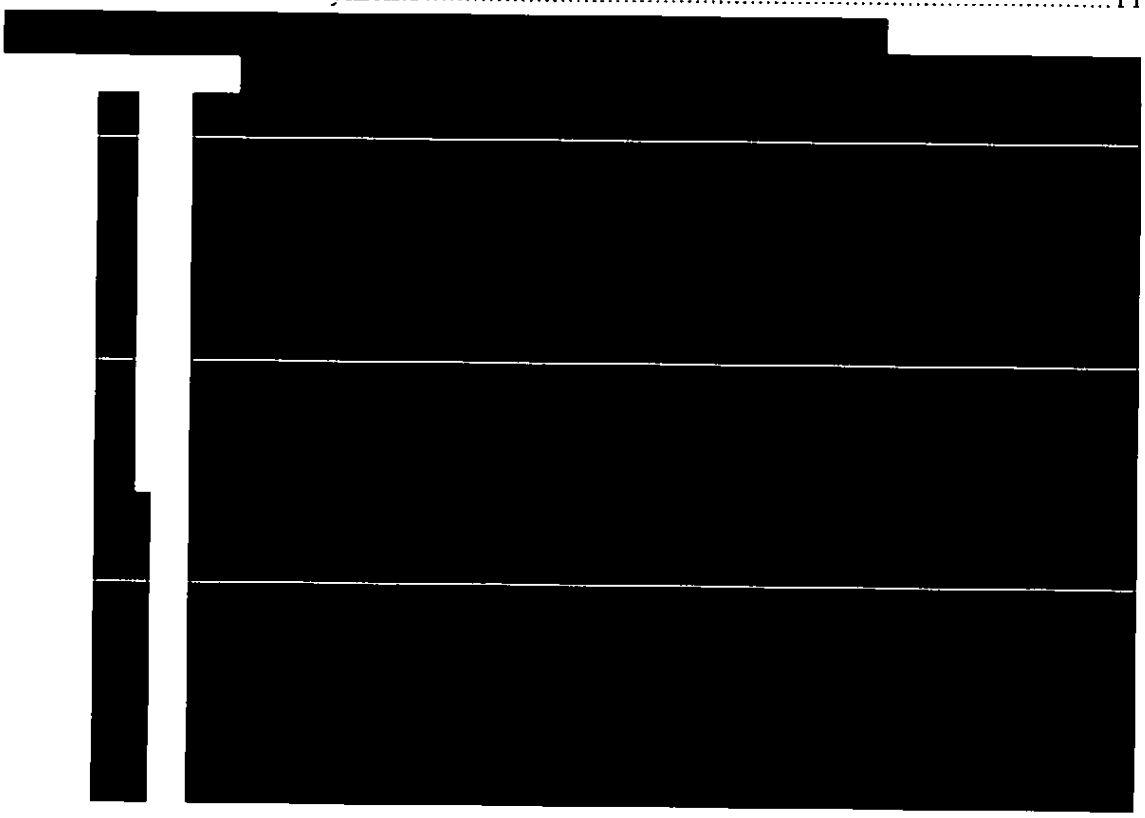
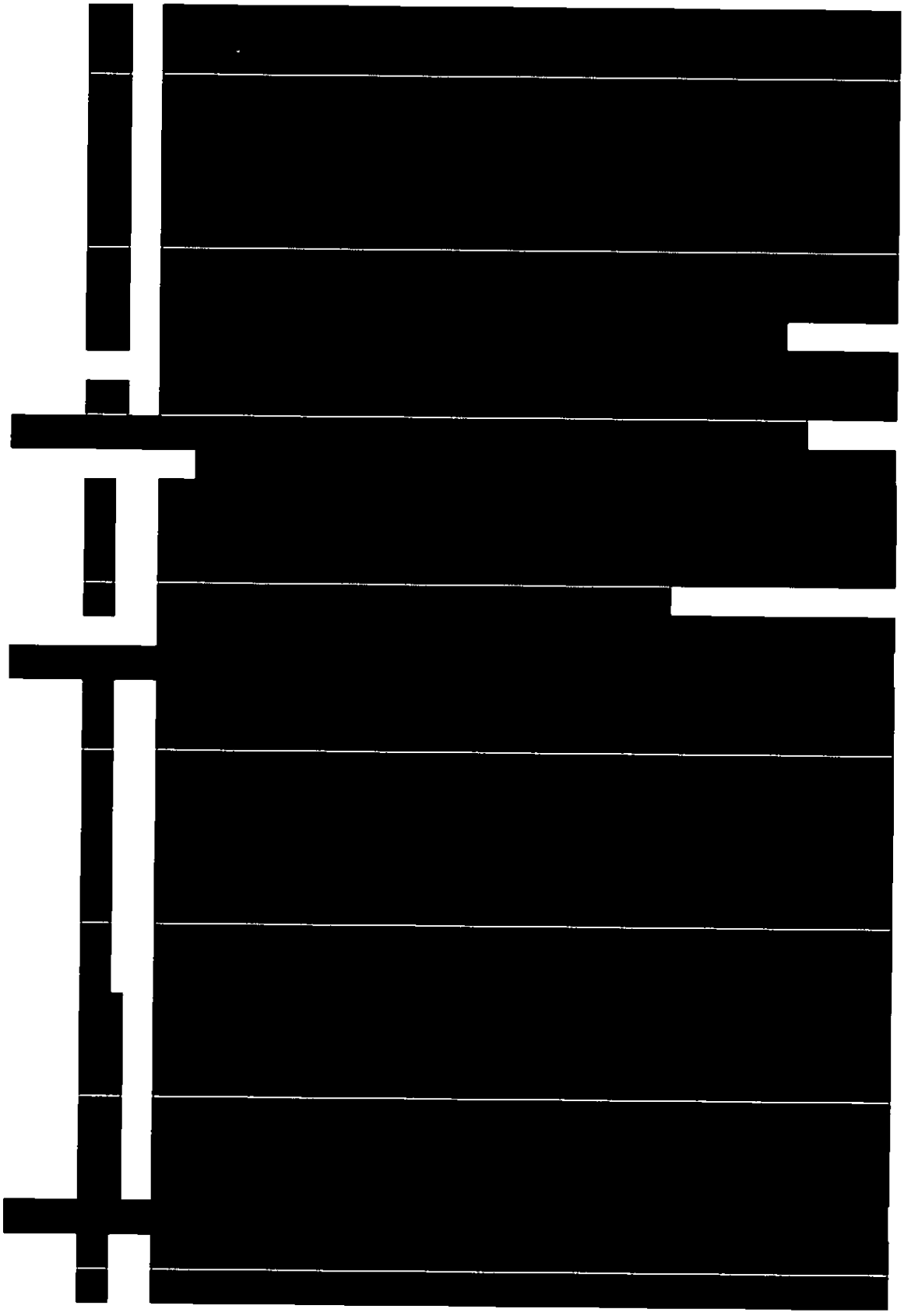
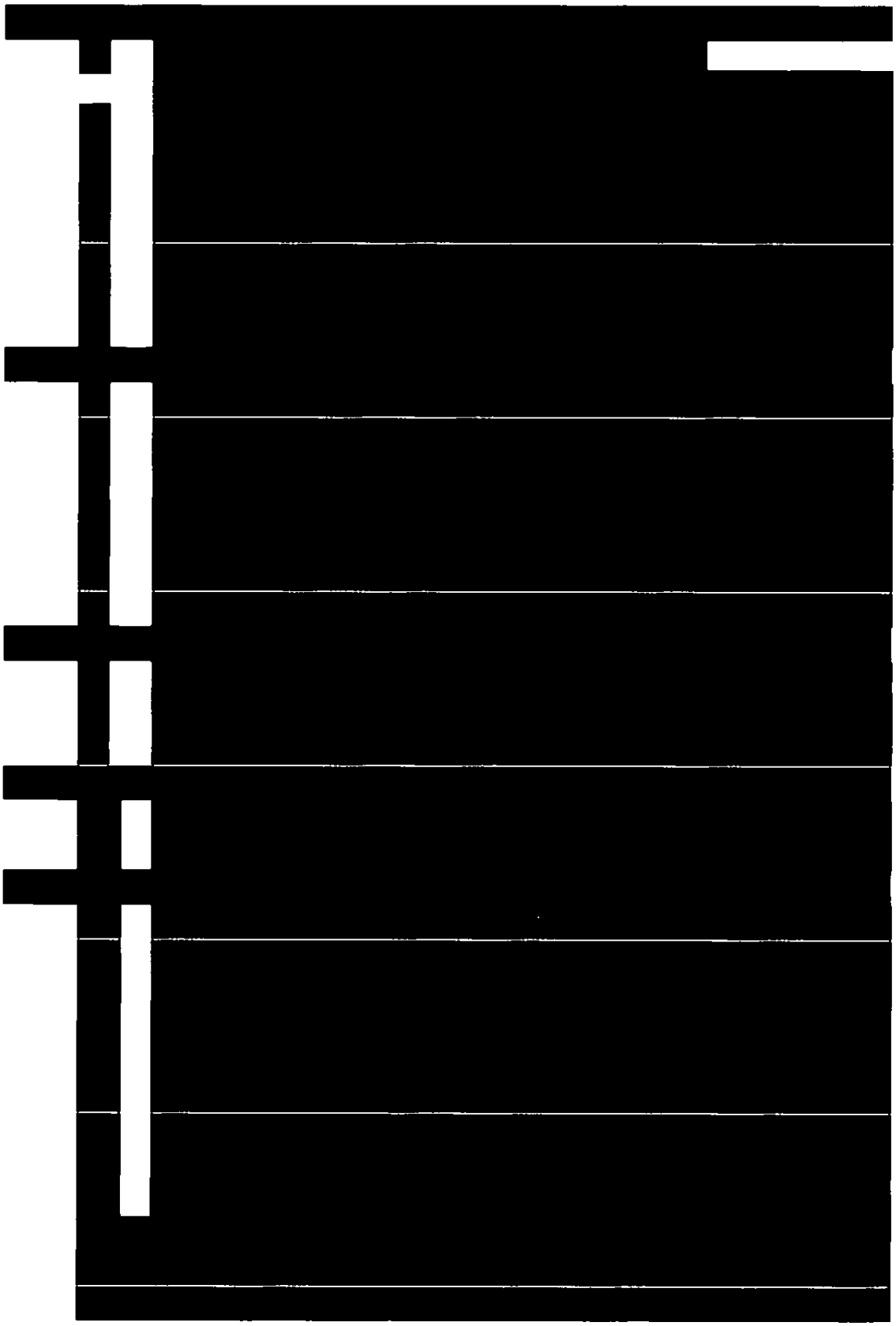






[redacted]

INDEX OF EXHIBITS AND APPENDICIES

Exhibits and Appendices	Description
Exhibit A	Form of Certificate of Incorporation of the Surviving Corporation
Exhibit B	Form of Letter of Transmittal
Exhibit C	Accounting Principles
Exhibit D	Form of Escrow Agreement
[redacted]	[redacted]
Exhibit F	RWI Policy
[redacted]	[redacted]

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (as amended, restated or supplemented from time to time, this "Agreement") is made and entered into as of September 19, 2019 (the "Agreement Date") by and among CESI Holdco Inc., a Delaware corporation ("Parent"), CESI Merger Sub Inc., a Florida corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), Cole Engineering Services, Inc., a Florida corporation (the "Company"), Bryan Cole, an individual, in his capacity as the representative of the Holders as set forth herein (the "Stockholder Representative") and, solely for purposes of Section 11.15, By Light Professional IT Services LLC, a Virginia limited liability company ("Guarantor").

RECITALS

A. Parent, Merger Sub and the Company intend to effectuate a merger (the "Merger") of Merger Sub with and into the Company in accordance with this Agreement and the Florida Business Corporations Act (the "FBCA"), with the Company to be the surviving corporation of the Merger.

B. The Company Board has unanimously (i) determined that the Merger is fair to, and in the best interests of, the Company and the Stockholders, (ii) adopted and approved this Agreement, the Merger and the Transactions and (iii) recommended that the Stockholders adopt and approve this Agreement, the Merger and the Transactions (collectively, the "Company Board Approval").

C. The Trustee has reviewed the terms and conditions of this Agreement and the Transactions.

D. Parent has entered into those certain Restrictive Covenant Agreements, dated as of the Agreement Date, with certain key employees of the Company.

E. Each of [redacted] has, concurrently with the delivery of this Agreement, properly completed, executed and delivered to the Company a Letter of Transmittal.

Now, therefore, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. At the Effective Time, and subject to and upon the terms and conditions of this Agreement and the provisions of the FBCA, Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation and, as of immediately following the Effective Time, shall be a wholly-owned subsidiary of Parent. The surviving

corporation after the Merger is sometimes referred to herein as the "Surviving Corporation."

1.2 Effective Time. Unless this Agreement is earlier terminated pursuant to Section 9.1, the consummation (the "Closing") of the Merger and the other transactions contemplated by this Agreement and the Transaction Documents (collectively, the "Transactions") will take place at 10:00 am on the date that is seven (7) Business Days following the satisfaction or waiver of the conditions set forth in Article VI (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), via the electronic exchange of documents and signatures unless another date is agreed to by Parent and the Company; provided, that, without Parent's prior written consent, in no event shall the Closing occur prior to the date that is forty-five (45) days following the Agreement Date. The date upon which the Closing occurs is herein referred to as the "Closing Date." On the Closing Date, the parties hereto shall (i) cause the Merger to be consummated by filing properly completed and executed Articles of Merger satisfying the requirements of the FBCA (the "Articles of Merger") with the Department of State of the State of Florida in accordance with the relevant provisions of the FBCA (the time of such filing with the Department of State of the State of Florida being referred to herein as the "Effective Time") and (ii) file the amended and restated Certificate of Incorporation of the Surviving Corporation in the form set forth on Exhibit A with the Department of State of the State of Florida.

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all rights and property of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts and Liabilities of the Company and Merger Sub shall become debts and Liabilities of the Surviving Corporation.

1.4 Certificate of Incorporation; By-laws.

(a) At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall be amended and restated in the form set forth on Exhibit A.

(b) At the Effective Time, the By-laws of Merger Sub shall become the By-laws of the Surviving Corporation until thereafter amended.

1.5 Directors and Officers. At the Effective Time and by virtue of the Merger, the director(s) of Merger Sub immediately prior to the Effective Time shall become the initial director(s) of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation. At the Effective Time and by virtue of the Merger, the officers of Merger Sub immediately prior to the Effective Time shall become the initial officers of the Surviving Corporation, each to hold office in accordance with the By-laws of the Surviving Corporation.

1.6 Effect on Company Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the Stockholders:

(a) each share of Company Capital Stock held in the treasury of the Company at the Effective Time shall be cancelled and extinguished without any conversion thereof, and no payment or distribution shall be made with respect thereto;

(b) each share of Company Capital Stock issued and outstanding at the Effective Time (other than any shares of Company Capital Stock to be cancelled pursuant to Section 1.6(a) and any Dissenting Shares) shall be cancelled, extinguished and converted into the right to receive, upon the terms and subject to the conditions set forth in this Agreement, an amount in cash, without interest, equal to the Per Share Merger Consideration; and

(c) each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation. Each stock certificate of Merger Sub evidencing ownership of any such shares shall continue after the Effective Time to evidence ownership of such shares of common stock of the Surviving Corporation.

ARTICLE II

MERGER CONSIDERATION

2.1 Exchange of Company Capital Stock.

(a) Exchange Procedures.

(i) Prior to the Closing Date, the Company shall distribute to each Person who is expected to be, at the Effective Time, a holder of record of Company Capital Stock entitled to receive the Merger Consideration pursuant to Section 1.6(a): (A) a letter of transmittal in substantially the form attached hereto as Exhibit B, the terms of which are incorporated by reference, and made part of, this Agreement (each such letter, a "Letter of Transmittal"), and (B) instructions for use in effecting the surrender of such holder's shares of Company Capital Stock in exchange for payment of the Merger Consideration issuable and payable in respect thereof pursuant to such Letter of Transmittal. Prior to the Closing Date, the Company shall distribute to each SARS Participant who is not a Stockholder a SARS Participant Payout Agreement.

(ii) Each holder of Company Capital Stock who has, prior to the Effective Time, properly completed, executed and delivered to the Company (who shall have thereafter delivered a copy of such documents to Parent as promptly as practicable following receipt thereof and prior to the Closing) a Letter of Transmittal and any and all certificate(s) evidencing such holder's shares of Company Capital Stock (each a "Certificate") (or an Affidavit of Loss in lieu thereof) shall be entitled to receive from Parent as promptly as practicable following Parent's receipt of proof of acceptance by the

Department of State of the State of Florida of the Articles of Merger, and Parent shall pay or cause to be paid to each such Stockholder at such time in accordance with the Disbursement Schedule, an amount in cash equal to the product (rounded to the nearest cent) of (A) the number of shares of Company Capital Stock represented by such holder's properly surrendered Certificates (or Affidavit of Loss in lieu thereof) and (B) the Initial Per Share Merger Consideration. Notwithstanding the foregoing or anything herein to the contrary, the Initial Merger Consideration payable to the Holder of Company Preferred Stock shall be reduced by the ESOP Holdback Amount.

(iii) With respect to each holder of Company Capital Stock who has not properly completed, executed and delivered a Letter of Transmittal to the Company prior to the Effective Time, or who has failed to deliver the Certificate(s) evidencing such shares of Company Capital Stock (or an Affidavit of Loss in lieu thereof), as promptly as practicable following Parent's receipt of proof of acceptance by the Department of State of the State of Florida of the Articles of Merger, Parent shall deposit with the Company an amount (the "Stockholder Payment Amount") in cash equal to the product (rounded to the nearest cent) of (x) the number of shares of Company Capital Stock held by all such holders (other than Dissenting Shares) *multiplied by* (y) the Initial Per Share Merger Consideration, with such funds to be held by the Company for distribution to each such holder when and as such holder delivers a properly completed and executed Letter of Transmittal and the Certificate(s) evidencing such holder's shares of Company Capital Stock (or an Affidavit of Loss in lieu thereof) to the Company (who shall promptly thereafter deliver such documents to Parent), at which time the Company shall distribute or cause to be distributed to such holder from the funds held by the Company from the Stockholder Payment Amount the same amount (payable in the same manner) as such holder would have received from Parent under Section 2.1(a)(ii) if such Letter of Transmittal and Certificate(s) (or Affidavit of Loss in lieu thereof) had been delivered to the Company prior to the Effective Time. Following the Closing, any such holder shall be entitled to look only to the Company and the funds constituting the Stockholder Payment Amount (subject to applicable abandoned property, escheat or similar Laws) and only as general creditors thereof with respect to the amount that such holder is entitled to receive pursuant to this Section 2.1(a)(iii) upon delivery to the Company of a properly completed and executed Letter of Transmittal and the Certificate(s) evidencing such holder's Shares (or an Affidavit of Loss in lieu thereof), without any interest thereon. Notwithstanding the foregoing, none of Parent, the Surviving Corporation or the Stockholder Representative shall be liable to any Stockholder for any amounts delivered to a public official pursuant to any applicable abandoned property, escheat or similar Laws. Following the delivery of the Stockholder Payment Amount in the cash amount required by this Section 2.1(a)(iii), neither Parent nor the Surviving Corporation shall have any Liability to any Stockholder in respect of any shares of Company Capital Stock included in the calculation of such cash amount except to the extent set forth in Section 2.1(c).

(b) No Further Rights in Company Capital Stock. The cash amounts, if any, paid or payable upon the surrender of shares of Company Capital Stock in accordance with the terms hereof shall be deemed to be in full satisfaction of all rights pertaining to such shares of Company Capital Stock, and there shall be no further registration of transfers

on the records of the Surviving Corporation of shares of Company Capital Stock that were outstanding immediately prior to the Effective Time.

(c) Withholding Rights; Deductions from Payments. Each of the Company, the Surviving Corporation, Parent, the Stockholder Representative and the Escrow Agent shall be entitled to deduct and withhold from any payment to any Person under this Agreement or any Transaction Documents (i) such amounts as it is required to deduct and withhold with respect to the making of such payment or any other withholding obligation with respect to the Transactions or the exercise, cancellation or cash-out of any Company Stock Right or the vesting, assumption, exchange or cancellation of restricted stock or membership interests under the Code or any provision of applicable Tax Law and (ii) the amount of any outstanding loans (including any accrued but unpaid interest thereon and any other amounts in respect thereof) owed by such Person to the Company as of the Closing, as set forth on Schedule 2.1(c). To the extent that amounts are so withheld or deducted pursuant to clause (i) above by the Company, the Surviving Corporation, Parent, or the Escrow Agent, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which such deduction and withholding was made by the Company, the Surviving Corporation, Parent, the Stockholder Representative or the Escrow Agent, as the case may be. The Company, the Surviving Corporation, Parent, the Stockholder Representative or the Escrow Agent, as the case may be, shall pay over to the appropriate Governmental Entity amounts withheld under clause (i) of this Section 2.1(c).

(d) Lost Certificates. In the event that any Certificate will have been lost, stolen or destroyed, the holder of such Certificate may, in lieu of delivering such Certificate with the Letter of Transmittal delivered in accordance with Section 2.1(a)(ii) or Section 2.1(a)(iii) complete, execute and deliver to the Company or the Stockholder Representative, as applicable, an affidavit of loss and indemnity in a form reasonably satisfactory to Parent (an "Affidavit of Loss").

(e) Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub, the officers and directors of Parent, the Company, Merger Sub and the Surviving Corporation are fully authorized in the name of their respective corporations or otherwise to take, and shall take, all such lawful and necessary action.

2.2 Dissenting Shares.

(a) Notwithstanding any provision of this Agreement to the contrary, any Shares held by a Stockholder who demands and perfects appraisal or dissenters' rights for such shares in accordance with the FBCA and who, as of the Effective Time, has not effectively withdrawn or lost such appraisal or dissenters' rights (collectively, "Dissenting Shares"), shall not be converted into or represent the right to receive any portion of the Merger Consideration pursuant to Section 1.6, but the holder thereof shall only be entitled to such rights as are granted by the FBCA.

(b) If any Stockholder who holds Dissenting Shares as of the Effective Time effectively withdraws or loses (through passage of time, failure to demand or perfect, or otherwise) the right to demand and perfect appraisal or dissenters' rights under the FBCA, then, as of the later of the Effective Time and the occurrence of such event, such holder's shares that were Dissenting Shares shall automatically be converted into and represent only the right to receive a portion of the Merger Consideration pursuant to and subject to Section 1.6 without interest thereon upon surrender of the Certificate(s) representing such Dissenting Shares.

(c) The Company shall give Parent (i) prompt written notice of any demands for appraisal of any Shares pursuant to the exercise of appraisal or dissenters' rights, withdrawals of such demands, and any other instruments or notices served pursuant to the FBCA on the Company and (ii) the opportunity to participate in all negotiations and Proceedings with respect to demands for appraisal under the FBCA. The Company shall not, except with the prior written consent of Parent, make or agree to make any payment with respect to any demands for appraisal of Dissenting Shares, or settle or offer to settle any such demands.

2.3 Closing Certificate. No less than three (3) Business Days prior to the anticipated Closing, the Company shall deliver to Parent a certificate (the "Estimated Closing Statement") setting forth (i) the Company's good faith estimate of (A) Closing Net Working Capital as of the anticipated Closing Date, determined in accordance with the Accounting Principles (an example of which, for illustrative purposes only, is set forth on Annex NWC to Exhibit C) ("Estimated Closing Net Working Capital"), (B) Closing Cash as of the anticipated Closing Date ("Estimated Closing Cash") and (C) Closing Debt as of the anticipated Closing Date ("Estimated Closing Debt"), (ii) a schedule of all Acquisition Expenses (the "Estimated Acquisition Expenses"), together with invoices or reasonable and good faith estimates thereof and payment instructions therefor, (iii) a schedule of all Acquisition Bonuses ("Estimated Acquisition Bonuses") and Initial SARS Amounts ("Estimated Initial SARS Amounts") to be paid on or after the Closing as provided in Section 2.4(g), (iv) a calculation of the Initial Merger Consideration based on the amounts described in the foregoing clauses (i), (ii) and (iii) and (v) the Disbursement Schedule. In connection with Parent's review of the Estimated Closing Statement, Parent and its representatives shall have reasonable access to all relevant work papers, schedules and other documents prepared by or on behalf of the Company or its representatives in connection with its preparation of the Estimated Closing Statement and its and their calculation of the amounts shown in the Estimated Closing Statement and to finance personnel of the Company and any other information which Parent reasonably requests, and the Company shall cooperate with Parent and its representatives in connection therewith. In the event that Parent disagrees with the Estimated Closing Statement or any of the components thereof or calculations therein, (i) Parent shall notify the Company of such disagreement, setting forth the basis of such disagreement, (ii) the Company shall consider in good faith Parent's comments to the Estimated Closing Statement or any of the components thereof or calculations therein and (iii) Parent and the Company shall negotiate in good faith to resolve any such disagreements prior to the Closing; provided that in no event shall any such disagreement delay the Closing Date. If Parent and the Company are unable to resolve any such disagreements prior to the Closing, the Company's proposed

Estimated Closing Statement and the components thereof and calculations contained therein, with such changes as have been agreed upon between the Company and Parent, shall control solely for the purposes of the payments to be made at Closing and shall not limit or otherwise affect Parent's remedies under this Agreement or otherwise or constitute an acknowledgement by Parent of the accuracy of the Estimated Closing Statement.

2.4 Payments by Parent. As promptly as practicable following Parent's receipt of proof of acceptance by the Department of State of the State of Florida of the Articles of Merger, Parent shall make, or shall cause Merger Sub to make, the following payments by wire transfer of immediately available funds:

(a) to the Stockholders or the Company, as applicable, in accordance with Section 2.1(a), an aggregate amount equal to the Initial Merger Consideration;

(b) to [redacted] (the "Escrow Agent"), the Indemnity Escrow Amount and the Working Capital Escrow Amount, each as of the Closing Date;

(c) on the Company's behalf, the amount necessary to repay in full all Indebtedness required to be paid at Closing as set forth in the Payoff Letters to be delivered by the Company to Parent prior to the Closing Date, such payments to be remitted to the accounts and in the amounts specified in the Payoff Letters;

(d) on the Company's behalf, the amount necessary to pay the Acquisition Expenses that remain unpaid as of the Closing (other than the Acquisition Bonuses and Initial SARS Amounts), such payments to be remitted to the accounts and in the amounts specified by the Company based on invoices and other supporting documentation included in the Estimated Closing Statement;

(e) to an account designated by the Stockholder Representative not less than three (3) Business Days prior to the Closing Date, the Stockholder Representative Holdback Amount;

(f) to an account designated by the Stockholder Representative not less than three (3) Business Days prior to the Closing Date, the ESOP Holdback Amount; and

(g) to the Company's payroll account, the amounts set forth in the Estimated Closing Statement to pay (i) the Acquisition Bonuses and (ii) an amount equal to (A) the total of all Initial SARS Amounts *less* (B) the product of the aggregate Indemnity Percentages of all SARS Participants *multiplied by* the sum of (x) the Stockholder Representative Holdback Amount (which shall be paid to the Stockholder Representative as provided in Section 2.7), (y) the Indemnity Escrow Amount (which amount shall be paid to the Escrow Agent as provided in Section 2.6) and (z) the Working Capital Escrow Amount (which amount shall be paid to the Escrow Agent as provided in Section 2.6), which amounts shall be paid by the Company through its payroll system.

2.5 Initial Merger Consideration Adjustment.

(a) Within one hundred twenty (120) days after the Closing Date, Parent shall prepare and deliver to the Stockholder Representative a statement setting forth (i) Parent's determination of Closing Net Working Capital, Closing Cash, Closing Debt and Acquisition Expenses, showing in reasonable detail any and all changes reflected therein from the estimated amounts set forth in the Estimated Closing Statement, and (ii) Parent's calculation of the Initial Adjusted Merger Consideration based on the amounts described in the foregoing clauses (i) and (ii) (the "Closing Statement").

(b) The Closing Statement shall be final and binding on the parties unless the Stockholder Representative delivers to Parent a written notice of disagreement with the Closing Statement within sixty (60) days following the receipt thereof. Such written notice shall describe the nature of any such disagreement in reasonable detail, identifying the specific items and amounts as to which the Stockholder Representative disagrees and shall be accompanied by reasonable supporting documentation; provided that no objections in such written notice shall be permitted in respect of (i) the calculations of the Target Closing Net Working Capital or the Estimated Closing Statement (or the components thereof) or (ii) any of the provisions of this Agreement or the Company Disclosure Schedule, Appendices or Exhibits (it being understood that the provisions, defined terms and rules set forth in this Agreement have been agreed to by the parties and shall not be modified in any respect in connection with this Section 2.5). During such sixty (60)-day period, Parent shall cause the Company to provide the Stockholder Representative and its advisors with access via telephone and e-mail communications and transmissions during regular business hours and upon reasonable notice to all relevant books and records and employees (including key accounting and finance personnel) of the Company to the extent necessary to review the matters and information used to prepare and to support the Closing Statement, all subject to execution of customary access letters, if required, and in a manner not jeopardizing any privilege or unreasonably interfering with the business operations of the Company, and such sixty (60)-day review period shall be extended on a day-for-day basis for each full day that such access is requested but not provided. If the Stockholder Representative delivers a notice of disagreement in a timely manner, then the Stockholder Representative and Parent shall attempt to resolve all such matters identified in such notice. If the Stockholder Representative and Parent are unable to resolve all such disagreements within thirty (30) days after the receipt by Parent of the notice of disagreement (or such longer period as may be agreed by Parent and the Stockholder Representative), then the remaining disputed matters shall be promptly submitted to the Accounting Arbitrator for binding resolution. The Accounting Arbitrator (i) will consider only those items and amounts set forth in the Closing Statement as to which Parent and the Stockholder Representative have disagreed in accordance herewith and shall resolve such disagreements within the range of such amounts based on the written submissions of the parties and in accordance with the terms and provisions of this Agreement (and not independent review), (ii) shall not encourage or take oral testimony from any party hereto or any other Person and (iii) shall not permit or authorize ex parte communications to or from any of the parties hereto. The Stockholder Representative and Parent shall give each other copies of any written submissions at the same time as they are submitted to the Accounting Arbitrator. The Accounting Arbitrator shall issue a written

report containing a final Closing Statement setting forth its determination of the Initial Adjusted Merger Consideration, which determination shall be final and binding upon Parent and the Stockholders. The fees and expenses of the Accounting Arbitrator incurred in connection with the determination of the disputed items shall be paid by the Stockholder Representative from the Stockholder Representative Holdback Amount, on the one hand, and by Parent, on the other hand, based on the relative success of their positions as compared to the final determination of the Accounting Arbitrator. (By way of example, if Parent has taken the position that the Initial Adjusted Merger Consideration was $500,000 less than the Initial Merger Consideration and the Stockholder Representative has taken the position that the Initial Adjusted Merger Consideration was $250,000 greater than the Initial Merger Consideration and the Accounting Arbitrator determines that the Initial Adjusted Merger Consideration was equal to the Initial Merger Consideration, then Parent shall pay two-thirds of the fees and expenses of the Accounting Arbitrator and the Stockholder Representative shall pay (from the Stockholder Representative Holdback Amount) one-third of the fees and expenses of the Accounting Arbitrator). Parent and the Stockholder Representative shall, and Parent shall cause the Company to, cooperate fully with the Accounting Arbitrator with the intent to fairly and in good faith resolve all disputes relating to the Closing Statement as promptly as reasonably practicable to include responses on a reasonably timely basis, including responses to all reasonable requests for supplemental written information or documentation made by the Accounting Arbitrator, all subject to execution of customary access letters, if required, and in a manner not jeopardizing any privilege or unreasonably interfering with the business operations of the Company.

(c) If the Initial Adjusted Merger Consideration (as finally determined) is less than the Initial Merger Consideration, then within five (5) Business Days after the final determination of the Initial Adjusted Merger Consideration, Parent and the Stockholder Representative shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to (i) disburse to Parent the amount of such difference from the Working Capital Escrow Amount and (ii) disburse to the Stockholder Representative for further distribution to the Holders on a pro rata basis in accordance with their respective Indemnity Percentages, the remaining portion of the Working Capital Escrow Amount, if any, after any distribution to Parent pursuant to the immediately foregoing clause (i); provided that if the Working Capital Escrow Amount is less than such difference between the Initial Adjusted Merger Consideration and the Initial Merger Consideration, then the amount of such shortfall shall be paid to Parent in any of the following ways (or a combination thereof), as determined by Parent in its sole discretion: (x) by the Stockholder Representative from the Stockholder Representative Holdback Amount, by wire transfer within five (5) Business Days after the final determination of the Initial Adjusted Merger Consideration, (y) from the Indemnity Escrow Amount, and Parent and the Stockholder Representative shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to disburse to Parent the amount of such shortfall from the Indemnity Escrow Amount or (z) from the Holders, severally in accordance with their respective Indemnity Percentages and not jointly (provided, that the portion of such amount attributable to such Holder's shares of Company Preferred Stock shall be paid from the ESOP Holdback Amount). If the Initial Adjusted Merger Consideration is greater than the Initial Merger Consideration, then the amount of such difference shall be paid by Parent or

the Company to the Stockholder Representative (to be added to the Stockholder Representative Holdback Amount and held on behalf of the Holders) by wire transfer within five (5) Business Days after the final determination of the Initial Adjusted Merger Consideration. For the avoidance of doubt, this Section 2.5(c) is subject to Section 2.9.

2.6 Escrow. The amount paid to the Escrow Agent pursuant to Section 2.4(b) to secure certain obligations of the Holders under this Agreement consists of $[redacted] in cash (together with any interest and other income earned thereon, the "Indemnity Escrow Amount") and $[redacted] in cash (together with any interest and other income earned thereon, the "Working Capital Escrow Amount"). Each Holder shall be deemed to have contributed its Indemnity Percentage of the Indemnity Escrow Amount and the Working Capital Escrow Amount. The Indemnity Escrow Amount and the Working Capital Escrow Amount shall each be held in trust (each, an "Escrow Account") by the Escrow Agent pursuant to the terms of an escrow agreement substantially in the form of Exhibit D (the "Escrow Agreement") and shall be released in accordance with the terms thereof. If such terms provide for release to the Stockholder Representative, subject to Section 2.9, the Stockholder Representative shall, as soon as reasonably practicable, distribute such released amounts to the Holders in accordance with their respective Indemnity Percentages.

2.7 The Stockholder Representative Holdback and ESOP Holdback.

(a) In accordance with Section 2.4(e), the Stockholder Representative Holdback Amount shall be deposited into an account designated and controlled by the Stockholder Representative on behalf of the Holders to satisfy any potential obligations related to the determination of the Initial Adjusted Merger Consideration as provided in Section 2.5(c), or the indemnification provisions of Section 7.2(a) or Section 5.9(a)(i), or the ESOP Expenses, and any expenses of the Stockholder Representative that may be incurred in connection with serving in such capacity. The Stockholder Representative Holdback Amount shall be retained in such account in whole or in part for such time as the Stockholder Representative shall determine in its reasonable discretion that no additional costs, expenses or Liabilities of any Holder shall become due and payable hereunder. The Stockholder Representative may distribute any or all of the unused Stockholder Representative Holdback Amount from such account at any time (subject to the limitation in the immediately preceding sentence) in the manner directed by the Stockholder Representative; provided that any amounts distributed from such account to the Holders shall, subject to Section 2.9, be distributed to them in accordance with their respective Indemnity Percentages.

(b) In accordance with Section 2.4(f), the ESOP Holdback Amount shall be deposited into an account designated and controlled by the Stockholder Representative on behalf of the Holder of Company Preferred Stock to satisfy any potential obligations of such Holder related to any potential obligations related to the determination of the Initial Adjusted Merger Consideration as provided in Section 2.5(c), or the indemnification provisions of Section 7.2(a) or Section 5.9(a)(i). The ESOP Holdback Amount shall be retained in such account in whole or in part for such time as the Stockholder Representative shall determine in its reasonable discretion that no such obligations shall become due and payable, provided that the ESOP Holdback Amount shall

not be released to the Holder of Company Preferred Stock prior to the second anniversary of the Closing Date (the "ESOP Holdback Expiration Date") without the prior written consent of Parent; provided, further, that the Stockholder Representative shall not release the ESOP Holdback Amount to the Holder of Company Preferred Stock on the ESOP Holdback Expiration Date if a claim is made in writing relating to the indemnification provisions of Section 7.2(a) or Section 5.9(a)(i) setting forth the specific claim and the basis therefor prior to the ESOP Holdback Expiration Date, in which case the Stockholder Representative shall not release the ESOP Holdback Amount until such claim has been finally resolved. The Stockholder Representative may distribute any or all of the unused ESOP Holdback Amount from such account at any time (subject to the limitations in the immediately preceding sentence) in the manner directed by the Stockholder Representative, provided that any amounts distributed from such account shall be distributed solely to the Holder of Company Preferred Stock.

2.8 Distribution of the Initial Merger Consideration. The Company and each Holder agree that (x) preparation of the Disbursement Schedule shall be the responsibility of the Company and the Stockholder Representative; (y) payment by Parent of the amounts set forth in the Disbursement Schedule shall be in full satisfaction of Parent's and the Company's obligation to pay the Initial Merger Consideration, and (z) nothing in this Agreement is intended or shall be construed to confer on any Person any rights against Parent or any of its Affiliates in respect of any allocation or payment of the Initial Merger Consideration, other than the obligation of Parent to pay the amounts set forth in the Disbursement Schedule in accordance with the applicable terms of this Agreement, and each Holder hereby agrees to indemnify Parent and its Affiliates from any claims or Liabilities with respect thereto in accordance with Section 7.2(a)(vi).

2.9 Certain Payments.

(a) Notwithstanding anything to the contrary contained herein, any and all amounts payable to any Holder who is a SARS Participant (which shall include for this purpose any amounts payable to the Stockholder Representative for further payment to such SARS Participant) in accordance with the terms of this Agreement or the Escrow Agreement shall instead be paid to the Company and the Company shall timely pay such amount (subject to Section 2.1(c)) to such SARS Participant through the Company's payroll system.

(b) Notwithstanding anything to the contrary contained herein, any and all amounts payable to any Holder that is a Stockholder (which shall include for this purpose any amounts payable to the Stockholder Representative for further payment to such Stockholder) in accordance with the terms of this Agreement or the Escrow Agreement that has not properly completed, executed and delivered to the Company a Letter of Transmittal or that has failed to deliver to the Company the Certificate(s) evidencing its shares of Company Capital Stock (or an Affidavit of Loss in lieu thereof), in each case, prior to the time of such payment, shall instead be paid to the Company to be held with the Stockholder Payment Amount and paid in accordance with Section 2.1(a)(iii) applied *mutatis mutandis*.

(c) Notwithstanding anything to the contrary contained herein, any and all amounts payable to any SARS Participant who is not a Stockholder (which shall include for this purpose any amounts payable to the Stockholder Representative for further payment to such SARS Participant) in accordance with the terms of this Agreement or the Escrow Agreement who has not properly completed, executed and delivered to the Company a payment agreement, in form and substance substantially similar to the Letter of Transmittal and mutually agreed upon by the Parent and Company (each, a "SARS Participant Payout Agreement") prior to the time of such payment, shall instead be paid to the Company to be held with the Stockholder Payment Amount and paid in accordance with Section 2.1(a)(iii) applied *mutatis mutandis*. The terms of each SARS Participant Payout Agreement are incorporated by reference, and made part of, this Agreement.

[redacted]

[redacted] Insurance. Prior to the Closing, the Company shall obtain and fully pay for a one (1) or more insurance policies (the "Tail Policy") [redacted]

[redacted]

[redacted] Indebtedness. Parent shall have received payoff letters reasonably acceptable to it and which provide for the release of all Liens securing such Indebtedness upon the payment of the amounts set forth therein (the "Payoff Letters") from each creditor of the Company [redacted]

[redacted]

[redacted]

[redacted] Representation and Warranty Insurance Policy. The representation and warranty insurance policy conditionally bound by Parent in connection with the transactions contemplated hereby (the "RWI Policy") is attached hereto as Exhibit F.

[redacted]

ARTICLE X

DEFINITIONS, CONSTRUCTION, ETC.

10.1 Definitions. For purposes of this Agreement:

"Accounting Arbitrator" means the dispute resolution team of BDO USA, LLP (excluding, for the avoidance of doubt, Warren Averett CPAs & Advisors) or, if such firm is unable or unwilling to act, such other independent public accounting firm of national standing as shall be mutually and reasonably agreed in writing by the Stockholder Representative and Parent.

"Accounting Principles" means GAAP and, to the extent consistent with GAAP, the accounting principles, procedures, policies, practices and methods applied in preparation of the Audited Financial Statements, applied on a consistent basis, subject to the exceptions expressly identified as such on Exhibit C.

"Acquisition Bonuses" means all amounts payable by the Company to any of its current or former employees, consultants or other service providers in connection with, or as a result of, the Transactions, *plus* the amount of the employer portion of the Federal Insurance Contribution Act and any other applicable employer side payroll tax obligation of the Company payable in connection therewith.

"Acquisition Expenses" means all fees, costs and expenses incurred, paid or subject to reimbursement by the Company or the Subsidiaries in connection with the Transactions, in each case, that remain unpaid as of the Closing, including (i) all fees of the Stockholder Representative (if any) and all legal, accounting, investment banking and banker's and other consultants' and advisor's fees (ii) all costs of the Tail Policy, (iii) data room vendor fees and expenses, (iv) the ESOP Expenses, (v) fifty percent (50%) of the cost (including Taxes) of the RWI Policy, up to a cap of $[redacted], (vi) any fees, costs and expenses in connection with the receipt of any consent or approval in connection with the Transactions, (vii) the Acquisition Bonuses and Initial SARS Amounts and (viii) any transfer Taxes pursuant to Section 5.9(g).

"Affiliate" means, with respect to the Person to which it refers, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Applicable Outstanding Shares" means, immediately prior to the Effective Time: (i) the aggregate number of shares of Company Common Stock issued and outstanding (other than any shares of Company Common Stock to be cancelled pursuant to Section 1.6(a)); *plus* (ii) the aggregate number of shares of Company Preferred Stock issued and outstanding (other than any shares of Company Preferred Stock to be cancelled pursuant to Section 1.6(a)), in each case as set forth in the Disbursement Schedule.

"Base Merger Consideration" means $[redacted]

"Business Day" means any day of the year on which national banking institutions in the State of Massachusetts are open to the public for conducting business and are not required to close.

[redacted]

"Closing Cash" means the consolidated cash and cash equivalents of the Company (but excluding restricted cash, outstanding checks, drafts and wire payments) as of 12:01 a.m. on the Closing Date, determined in accordance with GAAP (without giving effect to any changes thereto on the Closing Date related to the Closing), to the extent remaining an asset of the Company as of immediately prior to the Closing.

"Closing Debt" means the Indebtedness of the Company as of immediately prior to the Closing, determined in accordance with GAAP (without giving effect to any changes thereto on the Closing Date related to the Closing).

"Closing Net Working Capital" means the line items of the Company's current assets, which are specifically identified as line item categories of current assets on Exhibit C *minus* the line items of the Company's current liabilities, which are specifically identified as line item categories of current liabilities on Exhibit C, determined in each case as of 12:01 a.m. on the Closing Date (without giving effect to any changes thereto on the Closing Date related to the Closing) in accordance with the Accounting Principles. A sample calculation of Closing Net Working Capital is set forth, for illustrative purposes only, on Annex NWC to Exhibit C.

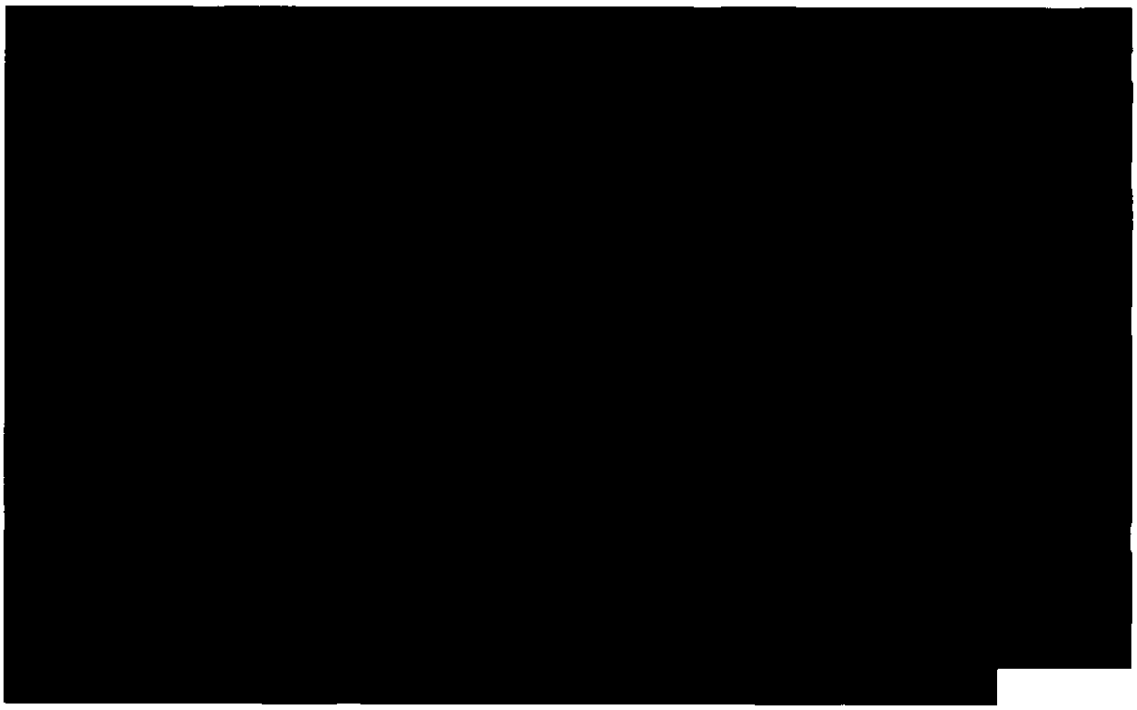
"Code" means the United States Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

"Company Board" means the board of directors of the Company.

"Company Capital Stock" means the Company Common Stock and the Company Preferred Stock, collectively.

"Company Common Stock" means the common stock, $0.01 par value per share, of the Company.

[redacted]



"Company Preferred Stock" means the Company's Class A ESOP Convertible Preferred Stock, par value $0.01 per share.

"Company Security" means all outstanding shares of Company Capital Stock, or any other outstanding voting securities or other equity, membership or ownership interests of the Company.

"Company Stock Rights" means all outstanding Security Rights. For purposes of this definition, shares of Company Preferred Stock shall not be considered Company Stock Rights.

"Contract" means any written, oral, implied or other legally binding agreement, commitment, contract, grant, teaming agreement, other transaction agreement, blanket

purchase agreement, basic ordering agreement, memorandum of understanding, mortgage, indenture, lease, license, understanding, arrangement, instrument, note, guaranty, indemnity, representation, warranty, deed, assignment, power of attorney, certificate, purchase order, work order, insurance policy, benefit plan, commitment, covenant, assurance or undertaking of any nature, including any terms of use or terms of service for any website, platform, operating system or application and each and every amendment, extension, exhibit, attachment, schedule, addendum, appendix, statement of work, change order, and any other similar instrument or document relating thereto.

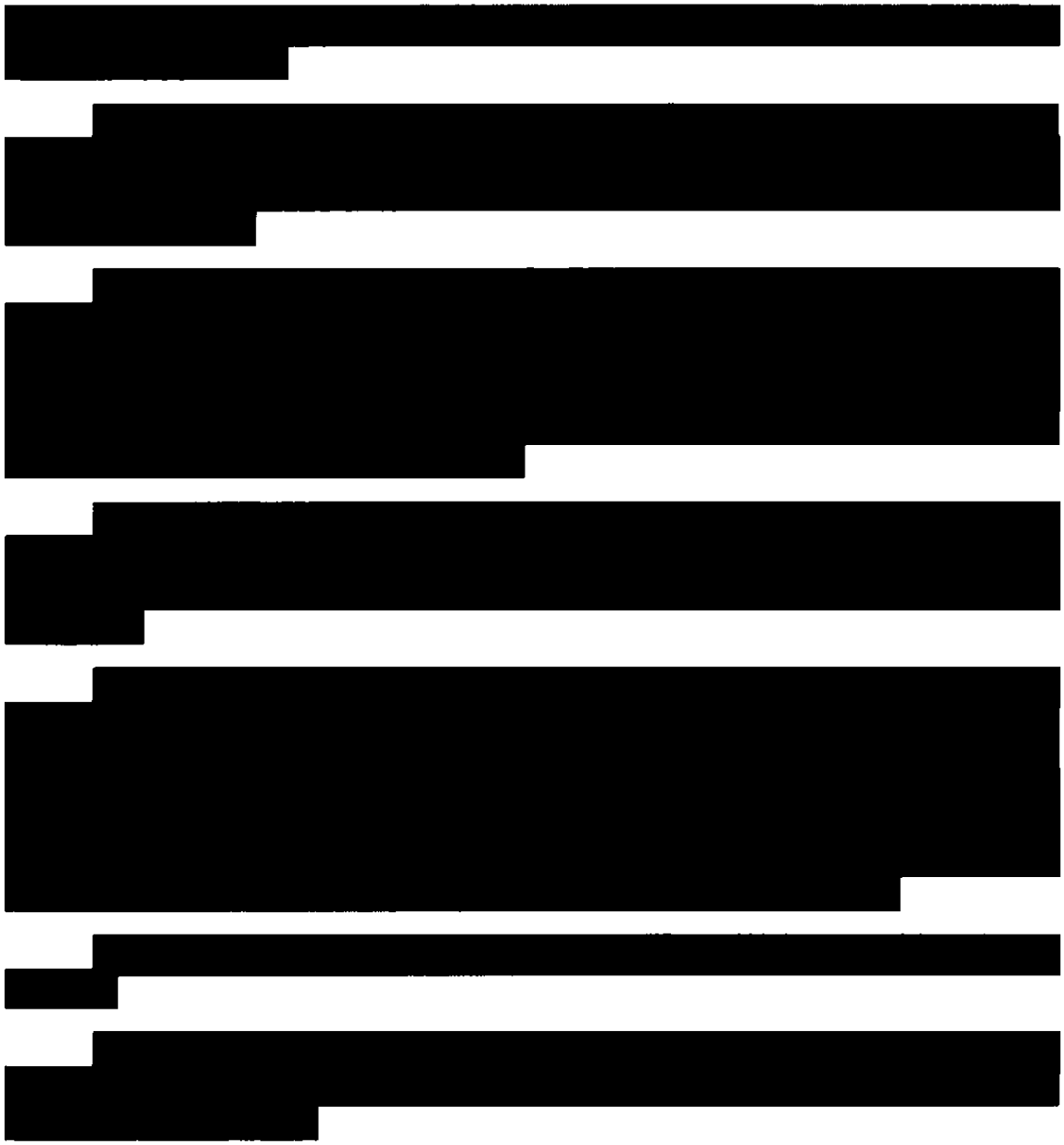
"Disbursement Schedule" means a schedule solely prepared by the Company and the Stockholder Representative setting forth (i) the Applicable Outstanding Shares, (ii) the name, address and e-mail address of each Holder, (iii) the calculation of the portion of the Initial Merger Consideration to be paid to each such Holder at the Closing, (iv) wire transfer instructions for the payments to be made to each such Holder and (v) such Holder's Indemnity Percentage.

[redacted]

"Draft Fairness Opinion" means a preliminary, draft opinion rendered as of the Agreement Date by an "independent appraiser" (within the meaning of Section 401(a)(28)(C) of the Code), on which the Trustee is entitled to consider, stating that (i) the consideration to be received by the ESOP for the Company Preferred Stock pursuant to the terms of this Agreement is not less than the fair market value of the Company Preferred Stock; and (ii) that the terms and conditions of the transactions contemplated by this Agreement, taken as a whole, are fair to the ESOP from a financial point of view, provided all financial conditions and economic circumstances remain substantially the same as of the Closing Date.

"Employee" means any current, former or retired employee, officer, manager, or director of the Company or of any Person deemed to be a co-employer with the Company, or any other Person employed by the Company under a Contract of employment.

[redacted]



"ESOP" means the Cole Engineering Services, Inc. Employee Stock Ownership Plan, effective January 1, 2013.

"ESOP Expenses" means all expenses of the Trustee and the ESOP, including (a) the Trustee's financial advisor in connection with rendering the Draft Fairness Opinion and Final Fairness Opinion, (b) accountants for the Trustee, the Company, and the Stockholders, (c) legal counsel or other advisor for the Trustee and the Company and (d) any costs and expenses specified in Sections 5.12(b) and (f).

"ESOP Holdback Amount" means an amount equal to $[redacted].

"Final Fairness Opinion" means an opinion rendered by an "independent appraiser" (within the meaning of Section 401(a)(28)(C) of the Code), on which the Trustee is entitled

to rely, stating that (i) the consideration to be received by the ESOP for the Company Preferred Stock pursuant to the terms of this Agreement is not less than the fair market value of the Company Preferred Stock; and (ii) that the terms and conditions of the transactions contemplated by this Agreement, taken as a whole, are fair to the ESOP from a financial point of view.

[redacted]

"GAAP" means generally accepted accounting principles effective in the United States, consistently applied.

[redacted]

"Governmental Entity" means any (i) federal, state, local, non-U.S. or other government authority, including any nation, state, commonwealth, province, territory, county, municipality, district or other juridical or political body; (ii) public primary, secondary or higher educational institution; (iii) labor or social security bodies; or (iv) other governmental, self-regulatory or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).

"Holder" means each Stockholder and SARS Participant as of immediately prior to the Effective Time.

[redacted]

"Indebtedness" means, without duplication, with respect to any Person (i) all obligations for borrowed money, or extensions of credit (including under credit cards, bank overdrafts and advances), (ii) all obligations evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations to pay any earnout or the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) all obligations of others secured by a Lien on any asset of the Company, whether or not such obligations are assumed, (v) all obligations, contingent or otherwise, directly or indirectly guaranteeing any obligations of any other Person, (vi) all obligations to reimburse the issuer in respect of letters of credit or under performance or surety bonds, or other similar obligations, (vii) all obligations in respect of bankers' acceptances and under reverse repurchase agreements, (viii) all obligations in respect of futures Contracts, swaps, other financial Contracts and other similar obligations (determined on a net basis as if such Contract or obligation was being terminated early on such date), (ix) all obligations as a lessee capitalized in accordance with GAAP, (x) all amounts due and payable or that may become due and payable (including notice periods, repatriation commitments, severance, bonuses and sales commissions) with respect to any Employee whose relationship with the Company have terminated or expired on or prior to the Closing shall have been paid in full by the Company such that the Company shall not have any obligation to any such Person as of or after the Closing, (xi) all obligations in respect of the matters set forth on Appendix I and (xii), in each case of the foregoing clauses (i) through (xi), all interest, fees, sums due on early termination and repayment or redemption, premiums, make-whole, expense reimbursement and other fees, costs and expenses and other payment obligations owed with respect to such indebtedness and obligations calculated to the Closing Date.

"Indemnity Percentage" means, with respect to any Holder, the percentage equal to (i) the Applicable Outstanding Shares held by such Holder, *plus* the number of shares of Company Common Stock upon which the Initial SARS Amount due to such Holder is based, *divided by* (ii) the sum of the Applicable Outstanding Shares held by all Holders, *plus* the number of shares of Company Common Stock upon which the Initial SARS Amounts due to all Holders are based.

"Initial Adjusted Merger Consideration" means an amount equal to (i) the Base Merger Consideration, *minus* (ii) the Acquisition Expenses (without duplication of clause (iii)), *minus* (iii) the amount of the Acquisition Bonuses and Initial SARS Amounts, *minus* (iv) the amount of Closing Debt, *plus* (v) the amount of Closing Cash, *minus* (vi) the Indemnity Escrow Amount, as of the Closing Date, *minus* (vii) the Working Capital Escrow Amount, as of the Closing Date, *minus* (viii) the Stockholder Representative Holdback Amount, and *minus*, if applicable, (ix) the amount (expressed as an absolute value), if any, by which the Closing Net Working Capital is less than the Target Closing Net Working Capital or *plus*, if applicable, (x) the amount, if any, by which the Closing Net Working Capital is greater than the Target Closing Net Working Capital.

"Initial Merger Consideration" means an amount equal to (i) the Base Merger Consideration, *minus* (ii) the Estimated Acquisition Expenses (without duplication of clause (iii)), *minus* (iii) the amount of the Estimated Acquisition Bonuses and Estimated Initial SARS Amounts, *minus* (iv) the amount of Estimated Closing Debt, *plus* (v) the

amount of Estimated Closing Cash, *minus* (vi) the Indemnity Escrow Amount, as of the Closing Date, *minus* (vii) the Working Capital Escrow Amount, as of the Closing Date, *minus* (viii) the Stockholder Representative Holdback Amount, and *minus*, if applicable, (ix) the amount (expressed as an absolute value), if any, by which the Estimated Closing Net Working Capital is less than the Target Closing Net Working Capital or *plus*, if applicable, (x) the amount, if any, by which the Estimated Closing Net Working Capital is greater than the Target Closing Net Working Capital.

"Initial Per Share Merger Consideration" means the *quotient* obtained by dividing (i) the Initial Merger Consideration by (ii) the Applicable Outstanding Shares.

"Initial SARS Amounts" means the cash amounts due to SARS Participants in connection with the transactions contemplated by this Agreement pursuant to the terms of the SARS Plan and the grant agreements evidencing such stock appreciation rights based on the Initial Merger Consideration, *plus* the amount of the employer portion of the Federal Insurance Contribution Act and any other applicable employer side payroll tax obligation of the Company payable in connection therewith.

"Law" means any international, national, federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, wage, order, writ, injunction, directive, regulation, judgment, administrative interpretation, decree, administrative or judicial decision, executive, legislative, regulatory or administrative proclamation, consent order, consent decree or industry standard.

[redacted]

"Liability" means any liability, cost, expense, debt or obligation of any kind, character, or description, and whether known or unknown, accrued, absolute, contingent or otherwise, and regardless of when asserted or by whom.

"Lien" means any lien, pledge, mortgage, deed of trust, security interest, claim, lease, license, charge, option, right of first refusal, easement, restriction, reservation, servitude, proxy, voting trust or Contract, any restriction on the voting, transfer, receipt of any income derived from, the possession of any security, or the exercise or transfer of any other attribute of ownership of a security, transfer restriction under any shareholder or similar Contract, or encumbrance of any nature whatsoever (including any spousal community property rights, decree of divorce or separate maintenance, property settlement, separation agreement or other Contract with a spouse).

[redacted]

"Merger Consideration" means the aggregate amount of consideration payable in respect of shares of Company Capital Stock pursuant to Section 1.6.

[redacted]

"Organizational Documents" means, with respect to any Person (other than an individual), (i) the certificate or articles of association or incorporation or organization or limited partnership or limited liability company, and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (ii) all by-laws, regulations, voting agreements, statutory books and registers, resolutions and similar documents, instruments or Contracts relating to the organization or governance of such Person, in each case, as amended or supplemented.

[redacted]

"Per Share Additional Amounts" means, with respect to any Applicable Outstanding Share, the sum of the amounts payable in respect of such Applicable Outstanding Share (if any) by the Escrow Agent or the Stockholder Representative, as applicable, pursuant to Sections 2.5(c), 2.6, and 2.7 and the terms of the Escrow Agreement.

"Per Share Merger Consideration" means the sum of (i) the Initial Per Share Merger Consideration, *plus* (ii) the Per Share Additional Amounts.

[redacted]

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Entity or other entity.

[redacted]

[redacted]

"Proceeding" means any action, suit, claim, demand, complaint, charge, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, application, audit, examination, investigation or enquiry, whether formal or informal, commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

[redacted]

[redacted]

"SARS Participants" means any participant in the SARS Plan.

"SARS Plan" means the Cole Engineering Services, Inc. Stock Appreciation Rights Plan.

"Security Rights" means, with respect to any Company Security, any option, warrant, subscription right, preemptive right, other right, proxy, put, call, demand, plan, commitment, Contract, understanding or arrangement of any kind relating to such security, whether issued or unissued, vested or unvested, or any other security convertible into or exchangeable for any such security. "Security Rights" includes any right relating to issuance, sale, assignment, transfer, purchase, redemption, conversion, exchange, registration or voting, and includes rights conferred by any Law, the Company's Organizational Documents or by Contract.

"Shares" means shares of the Company Capital Stock.

[redacted]

"Stockholder Representative Holdback Amount" means $[redacted], or such other amount as Parent and the Company shall mutually agree upon at least two (2) Business Days prior to the Closing.

"Stockholders" means, as of any date of determination, the holders of shares of Company Capital Stock as of such date.

[redacted]

[redacted]

"Target Closing Net Working Capital" means $[redacted]

"Tax" means any European Union, U.S. federal, national, state, local or non-U.S. net income, alternative or add-on minimum, estimated, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, capital profits, lease, service, fringe benefits, license, withholding, payroll, employment, social security, excise, escheat, severance, stamp, occupation, premium, property, environmental or windfall profit tax, registration, capital stock, social security (or similar), unemployment, disability, customs duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever (including any Liability incurred or borne by virtue of the application of Treasury Regulation Section 1.1502-6 (or any similar or corresponding provision of state, local or non-U.S. Law)), as a transferee or successor, by Contract or otherwise, together with all interest, penalties, additions to tax and additional amounts with respect thereto, whether disputed or not.

[redacted]

"Transaction Documents" means, collectively, this Agreement, the Escrow Agreement and any other documents, certificates or instruments executed or delivered in connection with the transactions contemplated hereby.

"Trust" means the "Trust" as defined in the ESOP.

"Trustee" means the trustee of the ESOP, which is currently [redacted].

Term	Section
[redacted]	[redacted]

IN WITNESS WHEREOF, each of the parties to this Agreement has executed and delivered this Agreement, or caused this Agreement to be executed and delivered by its duly authorized representative, as of the Agreement Date.

CESI HOLDCO INC.

By:_____
Name:
Title:

CESI MERGER SUB INC.

By:_____
Name:
Title:

COLE ENGINEERING SERVICES, INC.

By:_____
Name: Bryan Cole
Title: Chief Executive Officer

STOCKHOLDER REPRESENTATIVE

_____

Name: Bryan Cole

Solely for purposes of Section 11.15,
BY LIGHT PROFESSIONAL IT SERVICES LLC

By:_____
Name: Robert J. Donahue
Title: Chief Executive Officer

EXHIBIT A

Form of Certificate of Incorporation of the Surviving Corporation

(See attached.)

EXHIBIT B

Form of Letter of Transmittal

(See attached.)

EXHIBIT C

Accounting Principles

(See attached.)

EXHIBIT D

Form of Escrow Agreement

(See attached.)

EXHIBIT F

RWI Policy

(See attached.)

EXHIBIT B

A&R ARTICLES OF INCORPORATION

Amended and Restated Articles of Incorporation
of
Cole Engineering Services, Inc.

October 15, 2019

ARTICLE I
Name and Address

The name of the corporation shall be Cole Engineering Services, Inc. (the "Corporation"). The principal office of the Corporation shall be located at 12253 Challenger Parkway, Orlando, FL 32826.

ARTICLE II
Nature of Business

The Corporation may engage in any lawful act or activity for which corporations may be organized under the laws of the State of Florida.

ARTICLE III
Capital Stock

The Corporation shall have the authority to issue One Hundred Thousand (100,000) shares of common stock having a par value of $0.01 per share. Each issued and outstanding share of common stock shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders.

ARTICLE IV
Term of Corporate Existence

The Corporation shall exist perpetually unless dissolved according to law.

ARTICLE V
Address of Registered Office and Registered Agent

The name and address of the registered office and agent of the Corporation in the State of Florida shall be Corporation Service Company 1201 Hays Street Tallahassee, FL 32301. The board of directors of the Corporation (the "Board of Directors") may from time to time change the registered office to any other address in the State of Florida and change the registered agent.

ARTICLE VI

Number of Directors; Initial Directors

The business of the Corporation shall be managed by the Board of Directors, which shall consist of at least one person, the exact number to be determined from time to time in accordance with the By-Laws.

ARTICLE VII

Officers

The Corporation shall have a President, a Secretary and a Treasurer and may have additional and assistant officers including, without limitation thereto, one or more Vice Presidents, Assistant Secretaries, and Assistant Treasurers. A person may hold more than one office.

ARTICLE VIII

Transactions In Which Directors Or Officers Are Interested

A. No contract or other transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, firm, or entity in which one or more of the Corporation's directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely because of such relationship or interest, or solely because such director(s) or officer(s) are present at or participate in the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or solely because his, her or their votes are counted for such purpose, if:

1. The fact of such relationship or interest is disclosed or known to the Board of Directors or the committee which authorizes, approves, or ratifies the contract or transaction by a vote or written consent sufficient for the purpose without counting the votes or consents of such interested director or directors; or

2. The fact of such relationship or interest is disclosed or known to any shareholders of the Corporation entitled to vote thereon, and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

3. The contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board of Directors, a committee thereof, or the shareholders.

B. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE IX

Indemnification of Directors and Officers

A. The Corporation hereby indemnifies and agrees to hold harmless from claim, liability, loss or judgment any director or officer (an "Indemnitee") made a party or threatened to

be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action, suit or proceeding by or on behalf of the Corporation to procure a judgment in its favor) (a "Proceeding"), brought to impose a liability or penalty on such person for an act alleged to have been committed by such Indemnitee in his or her capacity as director or officer of the Corporation or any other corporation, partnership, joint venture, trust or other enterprise which he or she served as such at the request of the Corporation, against judgment, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and reasonably incurred as a result of such action, suit, or proceeding or any appeal thereof, if Indemnitee acted in good faith in the reasonable belief that such action was in, or not opposed to, the best interests of the Corporation, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of solo contendere or its equivalent shall not create a presumption that the Indemnitee did not act in good faith in the reasonable belief that such action was in, or not opposed to, the best interests of the Corporation. The Indemnitee shall not be entitled to indemnification in relation to matters as to which the Indemnitee has been adjudged to have been guilty of gross negligence or willful misconduct in the performance of his or her duties to the Corporation.

B. Any indemnification under paragraph A of this Article IX shall be made by the Corporation only as authorized in the specific case upon a determination that: (i) amounts for which the Indemnitee seeks indemnification were properly incurred or, in the case of advancement of expenses, that such amounts are reasonable; (ii) the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; and (iii) with respect to any criminal action or proceeding, the Indemnitee had no reasonable grounds for belief that such action was unlawful. Such determination shall be made either by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceedings or by a majority vote of a quorum consisting of shareholders of the Corporation who were not parties to such action, suit or proceeding.

C. The Corporation may assume the defense of an Indemnitee, or advance expenses (including attorneys' fees) reasonably necessary for the Indemnitee to assume such defense, upon a preliminary determination by the Board of Directors of the Corporation that the Indemnitee has met the applicable standards of conduct set forth in paragraph A of this Article IX, and upon receipt of an agreement by the Indemnitee to repay all amounts expended by the Corporation in such defense, unless it shall ultimately be determined that the Indemnitee is entitled to be indemnified by the Corporation as authorized in this article. If the Corporation elects to assume the defense, such defense shall be conducted by counsel chosen by it and not objected to in writing for valid reasons by the Indemnitee. In the event that the Corporation elects to assume the defense of the Indemnitee and retains such counsel, the Indemnitee shall bear the fees and expenses of any additional counsel retained by him or her, unless there are conflicting interests between or among such person and other parties represented in the same action, suit or proceeding by the counsel retained by the Corporation, that are, for valid reasons, objected to in writing by the Indemnitee, in which case the reasonable expenses of such additional representation shall be within the scope of the indemnification intended if the Indemnitee is ultimately determined to be entitled thereto as authorized in this Article IX.

D. The foregoing rights of indemnification shall not be deemed to limit in any way the power of the Corporation to indemnify under any applicable law.

ARTICLE X
Financial Information

Except to the extent required by law, the Corporation shall not be required to prepare and provide a balance sheet or a profit and loss statement to its shareholders, nor shall the Corporation be required to file a balance sheet or profit and loss statement in its registered office. This provision shall be deemed to have been ratified by the shareholders each year hereafter unless a resolution to the contrary has been adopted by the shareholders.

ARTICLE XI
Amendment

These Articles of Incorporation may be amended in any manner now or hereafter provided for by law and all rights conferred upon shareholders hereunder are granted subject to this reservation.

[Signature Page Follows]

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation were adopted by the shareholders as of the date set forth above, and the number of votes cast by the shareholders was sufficient for approval.

Cole Engineering Services, Inc.

By: _____

Name: BRYAN A. COLE

Title: CEO