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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 8, 2022

**Twin Vee PowerCats Co.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation)

001-40623  
(Commission  
File Number)

27-1417610  
(IRS Employer  
Identification No.)

3101 S. US-1  
Ft. Pierce, Florida 34982  
(Address of principal executive offices)

(772) 429-2525  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions  
(see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.001 per share	VEEE	The Nasdaq Stock Market LLC (Nasdaq Capital Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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**Item 1.01. Entry into a Material Definitive Agreement.**

On September 8, 2022, Twin Vee PowerCats Co. (“Twin Vee Co.” or the “Company”), a Delaware corporation, and the Company’s parent corporation, Twin Vee Powercats, Inc., a Florida corporation (“Twin Vee Inc.”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) pursuant to which, among other things, subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, Twin Vee Inc. will merge with and into the Company, with the Company surviving the merger (the “Merger”). The Merger is intended to qualify for federal income tax purposes as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.

Subject to the terms and conditions of the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each outstanding share of capital stock of Twin Vee Inc. (other than any shares held as treasury stock, that will be cancelled), and the holders of Twin Vee Inc. common stock will receive in the Merger one share of the Company’s common stock in exchange for 41.7128495 shares of Twin Vee Inc. common stock they own, for a maximum of 4,000,000 shares of the Company’s common stock (no fractional shares of Company common stock will be issued) and the 4,000,000 shares of Company common stock currently held by Twin Vee Inc. will be canceled, such that after the Merger the outstanding number of shares of the Company’s common stock will be substantially the same as it was immediately prior to the Merger.

The Merger Agreement contains customary representations, warranties and covenants made by the Company and Twin Vee Inc., including covenants relating to obtaining the requisite approvals of the stockholders of the Company and Twin Vee Inc., indemnification of directors and officers, and the Company’s and Twin Vee Inc.’s conduct of their respective businesses between the date of signing the Merger Agreement and the closing of the Merger. Consummation of the Merger is subject to certain closing conditions, including, among other things, approval by the stockholders of the Company and Twin Vee Inc.

The Merger Agreement contains certain termination rights for both the Company and Twin Vee Inc. In addition, either the Company or Twin Vee Inc. may terminate the Merger Agreement if the Merger is not consummated on or before six months from the signing of the Merger Agreement.

In accordance with the terms of the Merger Agreement, officers, directors and certain stockholders of Twin Vee Inc. have entered into a support agreement with the Company (the “Support Agreements”). The Support Agreements place certain restrictions on the transfer of the shares of Twin Vee Inc. held by the respective signatories thereto and include covenants as to the voting of such shares in favor of approving the transactions contemplated by the Merger Agreement and against any actions that could adversely affect the consummation of the Merger.

The Merger Agreement and form of Twin Vee Inc. Support Agreement have each been included as an exhibit to this Current Report to provide the Company’s stockholders with information regarding their terms. The assertions embodied in the representations and warranties contained in the Merger Agreement are qualified by information in confidential disclosure schedules delivered by the parties in connection with the signing of the Merger Agreement. Moreover, certain representations and warranties contained in these agreements were made as of a specified date; may have been made for the purposes of allocating contractual risk between the parties to such agreements; and may be subject to contractual standards of materiality different from what might be viewed as material to the Company’s stockholders. Accordingly, the representations and warranties in these agreements should not be relied on by any persons as characterizations of the actual state of facts and circumstances of the Company or any other parties thereto at the time they were made. The information in these agreements should be considered in conjunction with the entirety of the factual disclosure about the Company in the Company’s public reports filed with the Securities and Exchange Commission( the “SEC”). Information concerning the subject matter of the representations and warranties may change after the date of these agreements, which subsequent information may or may not be fully reflected in the Company’s public disclosures. These agreements should not be read alone, but should instead be read in conjunction with each other and other information regarding the Company.

The preceding summary does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement and the form of Twin Vee Inc. Support Agreement, which are filed as Exhibits 2.1 and 2.2, respectively, and which are incorporated herein by reference.

#### *Forward-Looking Statements*

This communication contains forward-looking statements (including within the meaning of Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended) concerning the Company, Twin Vee Inc., the Merger and other matters. These statements may discuss goals, intentions and expectations as to future plans, trends, events, results of operations or financial condition, or otherwise, based on current beliefs of the Company's management, as well as assumptions made by, and information currently available to, management. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as "may," "will," "should," "would," "expect," "anticipate," "plan," "likely," "believe," "estimate," "project," "intend," and other similar expressions among others. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: the risk that the conditions to the closing of the Merger are not satisfied, including the failure to timely or at all obtain stockholder approval for the Merger; uncertainties as to the timing of the consummation of the Merger and the ability of each of the Company and Twin Vee Inc. to consummate the Merger. The foregoing review of important factors that could cause actual events to differ from expectations should not be construed as exhaustive and should be read in conjunction with statements that are included herein and elsewhere, including the risk factors included in the Company's most recent Annual Report on Form 10-K, the Company's recent Quarterly Report on Form 10-Q and Current Reports on Form 8-K filed, each as filed with or furnished to the SEC. Except as required by applicable law, the Company undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

#### *No Offer or Solicitation*

This communication is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote in any jurisdiction pursuant to the Merger or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended. Subject to certain exceptions to be approved by the relevant regulators or certain facts to be ascertained, the public offer will not be made directly or indirectly, in or into any jurisdiction where to do so would constitute a violation of the laws of such jurisdiction, or by use of the mails or by any means or instrumentality (including without limitation, facsimile transmission, telephone and the internet) of interstate or foreign commerce, or any facility of a national securities exchange, of any such jurisdiction.

#### *Important Additional Information Will be Filed with the SEC*

This communication relates to the proposed transaction pursuant to the terms of the Merger Agreement. In connection with the proposed transaction between the Company and Twin Vee Inc., the Company intends to file relevant materials with the SEC, including a registration statement that will contain a proxy statement and prospectus. **THE COMPANY URGES INVESTORS AND STOCKHOLDERS TO READ THESE MATERIALS CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, TWIN VEE INC., THE MERGER AND RELATED MATTERS.** Investors and shareholders will be able to obtain free copies of the proxy statement, prospectus and other documents filed by the Company with the SEC (when they become available) through the website maintained by the SEC at [www.sec.gov](http://www.sec.gov). In addition, investors and shareholders will be able to obtain free copies of the proxy statement, prospectus and other documents filed by the Company with the SEC by contacting the Company, 3101 S. U.S. Highway 1, Fort Pierce, Florida 34982, Attention: Corporate Secretary or via email at [investor@twinvee.com](mailto:investor@twinvee.com). Investors and stockholders are urged to read the proxy statement, prospectus and the other relevant materials when they become available before making any voting or investment decision with respect to the Merger.

**Item 9.01. Financial Statements and Exhibits.**

## Exhibits

Exhibit Number	Description
2.1*	<a href="#">Agreement and Plan of Merger, dated September 8, 2022, by and between Twin Vee PowerCats Co. and Twin Vee Powercats, Inc.</a>
2.2	<a href="#">Form of Support Agreement, by and between Twin Vee PowerCats Co. and Twin Vee Powercats, Inc.'s directors, officers and certain stockholders</a>
104	Cover Page Interactive Data File (embedded with the inline XBRL document)

\* Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish copies of any of the omitted schedules upon request by the Securities and Exchange Commission.

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: September 9, 2022

**TWIN VEE POWERCATS CO.**  
(Registrant)

By:	<u>/s/ Joseph Visconti</u>
Name:	Joseph Visconti
Title:	Chief Executive Officer and President

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AGREEMENT AND PLAN OF MERGER

by and between

TWIN VEE POWERCATS CO.

and

TWIN VEE POWERCATS, INC.

Dated as of September 8, 2022

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of September 8, 2022, by and between TWIN VEE POWERCATS CO., a Delaware corporation (“*Twin Vee Co.*”), and TWIN VEE POWERCATS, INC., a Florida corporation (the “*Twin Vee Inc.*”).

RECITALS:

A. Upon the terms and subject to the conditions set forth this Agreement (as defined in *Section 1.2* hereof) and in accordance with the Delaware General Corporation Law (the “*Delaware Law*”) and the Florida Business Corporation Act (the “*Florida Law*”), Twin Vee Co. and Twin Vee Inc. intend to enter into a business combination transaction.

B. The Board of Directors of Twin Vee Co. (i) has determined that the Merger (as defined in *Section 1.1* hereof) is fair to and in the best interests of Twin Vee Co. and its stockholders and (ii) has unanimously approved this Agreement, the Merger and the other transactions contemplated by this Agreement, and (iii) has determined to recommend that the stockholders of the Twin Vee Co. adopt and approve this Agreement and approve the Merger

C. The Board of Directors of Twin Vee Inc. (i) has determined that the Merger is fair to and in the best interests of Twin Vee Inc. and its stockholders, and (ii) has unanimously approved this Agreement, the Merger and the other transactions contemplated by this Agreement, and (iii) has determined to recommend that the stockholders of Twin Vee Inc. adopt and approve this Agreement and approve the Merger.

D. Concurrently with the execution of this Agreement, and as a condition and inducement to Twin Vee Co.’s willingness to enter into this Agreement, certain affiliates of Twin Vee Inc. are entering into Support Agreements, in the form attached hereto as *Exhibit A* (each, a “*Support Agreement*” and, collectively, the “*Support Agreements*”).

E. The parties hereto intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the “*Code*”).

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## AGREEMENT

NOW, THEREFORE, in consideration of foregoing premises, the mutual covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby agree as follows:

### ARTICLE I THE MERGER

1.1 *The Merger.* At the Effective Time (as defined in *Section 1.2* hereof) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of Delaware Law and Florida Law, Twin Vee Inc. shall be merged with and into Twin Vee Co. (the “*Merger*”), the separate corporate existence of Twin Vee Inc. shall cease and Twin Vee Co. shall continue as the surviving corporation. Twin Vee Co., as the surviving corporation after the Merger, is hereinafter sometimes referred to as the “*Surviving Corporation*.”

1.2 *Effective Time; Closing.* Subject to the provisions of this Agreement, the parties hereto shall cause the Merger to be consummated by filing a Certificate of Merger in the form attached hereto as *Exhibit B-1* with the Secretary of State of the State of Delaware in accordance with the relevant provisions of Delaware Law (the “*DE Certificate of Merger*”) and Articles of Merger in the form attached hereto as *Exhibit B-2* with the Secretary of State of the State of Florida in accordance with the relevant provisions of Florida Law (the “*FL Articles of Merger*”; and together with the DE Certificate of Merger (the “*Certificates of Merger*”) (the time of such filing (or such later time as may be agreed in writing by Twin Vee Inc. and Twin Vee Co. and specified in the Certificates of Merger) being referred to herein as the “*Effective Time*”) as soon as practicable on or after the Closing Date (as defined below). Unless the context otherwise requires, the term “*Agreement*” as used herein refers collectively to this Agreement and Plan of Merger and Reorganization and the Certificates of Merger.

The closing of the Merger and the other transactions contemplated hereby (the “*Closing*”) shall take place at the offices of Blank Rome LLP, 1271 Avenue of the Americas | New York, NY 10020, at a time and date to be specified by the parties hereto, which time and date shall be no later than the second (2<sup>nd</sup>) business day after the satisfaction or waiver of the conditions set forth in *Article VI* hereof, or at such other location, time and date as the parties hereto shall mutually agree in writing (the date upon which the Closing actually occurs being referred to herein as the “*Closing Date*”).

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 Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Twin Vee Inc. shall vest in the Surviving Corporation, and all debts, liabilities and duties of Twin Vee Inc. shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 *Certificate of Incorporation; Bylaws.*

(a) *Certificate of Incorporation.* At the Effective Time, the Certificate of Incorporation of Twin Vee Co. shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with Delaware Law and such Certificate of Incorporation.

(b) *Bylaws.* The Bylaws of Twin Vee Co. as in effect immediately prior to the Effective Time, shall be, at the Effective Time, the Bylaws of the Surviving Corporation until thereafter amended in accordance with Delaware Law, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

1.5 *Directors and Officers.*

(a) *Directors.* At the Effective Time, the Board of Directors of Twin Vee Co. shall consist of the Board of Directors of Twin Vee Co. immediately prior to the Effective Time, each of such directors to hold office, subject to the applicable provisions of the Certificate of Incorporation and Bylaws, each as amended to date, of Twin Vee Co., until their respective successors shall have been elected and qualified or until otherwise provided by law.

(b) *Officers.* At the Effective Time, the Officers of Twin Vee Co. shall consist of the Officers of Twin Vee Co. immediately prior to the Effective Time, each of such officers to hold their respective office at the discretion of the Board of Directors.

1.6 *Effect on Capital Stock.* Subject to the terms and conditions set forth in this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of Twin Vee Inc. or the holders of any of the following securities, the following shall occur:

(a) *Conversion of Twin Vee Inc. Common Stock.* Each 41.7128495 shares of common stock, par value \$0.001 per share, of Twin Vee Inc. (“*Twin Vee Inc. Common Stock*”) issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares, which shall be handled as set forth in *Section 1.11*, shall be canceled and extinguished and automatically converted (subject to *Section 1.6(e)* and *Section 1.6(f)* hereof) into the right to receive (the “*Exchange Ratio*”) one share of common stock, par value \$0.001 per share, of Twin Vee Co. (the “*Twin Vee Co. Common Stock*”). If any shares of Twin Vee Inc. Common Stock outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option, risk of forfeiture or other condition under any applicable restricted stock purchase agreement or other agreement with Twin Vee Inc., then the shares of Twin Vee Co. Common Stock issued in exchange for such shares of Twin Vee Inc. Common Stock shall also be unvested and subject to the same repurchase option, risk of forfeiture or other condition, and the certificates representing such shares of Twin Vee Co. Common Stock may accordingly be marked with appropriate legends. Twin Vee Inc. shall take all action that may be necessary to ensure that, from and after the Effective Time, Twin Vee Co. is entitled to exercise any such repurchase opt on or other right set forth in any such restricted stock purchase agreement or other agreement.

(b) *Stock Options and Warrants.* At the Effective Time, (i) all options to purchase Twin Vee Inc. Common Stock then outstanding under (A) any stock option plan of Twin Vee Inc., all of which are identified in *Section 2.3(a)* (the “*Twin Vee Inc. Option Plans*”) and (B) any other arrangements to purchase capital stock of Twin Vee Inc. (“*Twin Vee Inc. Option Arrangements*”) and, together with the Twin Vee Inc. Option Plans, the “*Twin Vee Inc. Stock Plans*”), and (ii) all warrants to purchase Twin Vee Inc. Common Stock (“*Twin Vee Inc. Warrants*”), shall be treated as set forth in *Section 5.9* hereof.

(c) *Cancellation of Twin Vee Co. Common Stock owned by Twin Vee Inc.* At the Effective Time, each issued and outstanding share of Twin Vee Co. Common Stock held by Twin Vee Inc. immediately prior to the Effective Time shall be cancelled and shall cease to exist, with no payment being made with respect thereto.

(d) *Adjustments to Exchange Ratio.* The Exchange Ratio shall be adjusted to reflect appropriately the effect of any forward or reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Twin Vee Co. Common Stock or Twin Vee Inc. Common Stock), extraordinary cash dividends, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Twin Vee Co. Common Stock or Twin Vee Inc. Common Stock occurring on or after the date hereof and prior to the Effective Time.

(f) *Fractional Shares.* No fraction of a share of Twin Vee Co. Common Stock shall be issued by virtue of the Merger, but in lieu thereof, each holder of shares of Twin Vee Inc. Common Stock who would otherwise be entitled to a fraction of a share of Twin Vee Co. Common Stock (after aggregating all fractional shares of Twin Vee Co. Common Stock that otherwise would be received by such holder) shall, in lieu of such fraction of a share, be paid in cash the dollar amount (rounded to the nearest whole cent), without interest, determined by multiplying such fraction by the volume weighted average closing trading price of a share of Twin Vee Co. Common Stock for the five consecutive trading days ending five trading days immediately prior to the date upon which the Merger becomes effective.



1.7 *Share Issuance Process.*

(a) *Twin Vee Co. to Provide Common Stock.* Promptly following the Effective Time, Twin Vee Co. shall make available for delivery in accordance with this *Article I*, the shares of Twin Vee Co. Common Stock issuable pursuant to *Section 1.6* hereof. Such shares shall be issuable in accordance with stock register of Twin Vee Inc. as of the Effective Time, to each holder of record as of such time (other than holders of Dissenting Shares). Physical stock certificates of Twin Vee Inc. Common Stock shall not be required to be exchanged for Twin Vee Co. Common Stock certificates and shall be deemed to be automatically issuable in exchange for outstanding shares of Twin Vee Inc. Common Stock. All shares of Twin Vee Inc. Common Stock shall be deemed to no longer be issued and outstanding as of the Effective Time, subject to rights of holders of Dissenting Shares as set forth below.

(b) *Transfers of Ownership.* If certificates representing shares of Twin Vee Co. Common Stock are to be issued in a name other than that reflected on Twin Vee Inc.'s stock register, it will be a condition of the issuance thereof that the persons requesting such exchange will have paid to Twin Vee Co. or any agent designated by it, any transfer or other taxes required by reason of the issuance of certificates representing shares of Twin Vee Co. Common Stock in any name other than that of the registered holder of Twin Vee Inc. Common Stock, or established to the satisfaction of Twin Vee Co. or any agent designated by it that such tax has been paid or is not payable.

(c) *No Liability.* Notwithstanding anything to the contrary in this *Section 1.7*, neither Twin Vee Co. nor any other party hereto shall be liable to a holder of shares of Twin Vee Co. Common Stock or Twin Vee Inc. Common Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

1.8 *No Further Ownership Rights in Twin Vee Inc. Common Stock.* All shares of Twin Vee Co. Common Stock issued in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Twin Vee Inc. Common Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Twin Vee Inc. Common Stock which were outstanding immediately prior to the Effective Time. If, at any time following the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this *Article I*.

1.9 *Lost, Stolen or Destroyed Certificates.* In the event that any Certificates shall have been lost, stolen or destroyed, Twin Vee Co. shall issue in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, certificates representing the shares of Twin Vee Co. Common Stock into which the shares of Twin Vee Inc. Common Stock represented by such Certificates were converted pursuant to *Section 1.6* hereof.

1.10 *Tax Consequences.* It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 of the Code. The parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Income Tax Regulations. None of the parties hereto shall take any action that would be reasonably expected to cause the Merger to fail to qualify as a reorganization within the meaning of Section 368(a) of the Code.

1.11 *Dissenting Shares.* Notwithstanding anything contained herein, the shares of Twin Vee Inc. Common Stock that are issued and outstanding immediately prior to the Effective Time and that are held by Twin Vee Inc. Stockholders who did not vote in favor of the Merger and who comply with all of the relevant provisions of Section 262 of Delaware Law (the "*Dissenting Shares*") shall not be converted into Twin Vee Co. Common Stock, unless and until such Twin Vee Inc. Common Stockholders shall have waived in writing or failed to perfect or shall have effectively withdrawn or lost their rights to appraisal under Section 262 of Delaware Law; and any such Twin Vee Inc. Common Stockholder shall have only such rights in respect of the Dissenting Shares owned by them as are provided by Delaware Law. If any such Twin Vee Inc. Common Stockholder shall have waived in writing or failed to perfect or shall have effectively withdrawn or lost such right, such Twin Vee Inc. Common Stockholder's Dissenting Shares shall thereupon be deemed to have been converted into and to have become exchangeable, as of the Effective Time, for Twin Vee Co. Common Stock without any interest thereon. Twin Vee Inc. will promptly comply with its obligations under Section 262 of the Delaware Law and will give Twin Vee Co. prompt notice of any demands and withdrawals of such demands received by Twin Vee Inc. for appraisals of Dissenting Shares.

1.12 *Taking of Necessary Action; Further Action.* If, at any time following the Effective Time, any further action is necessary or desirable to carry out the purposes and intent 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 Twin Vee Inc., the officers and directors of Twin Vee Inc. shall take all such lawful and necessary action.

1.13 *Twin Vee Inc. Statements Regarding Twin Vee Co.* The parties acknowledge that the intent of this Agreement is for Twin Vee Inc. to provide representations and warranties on all information in its possession other than information specific to Twin Vee Co. that it would obtain from Twin Vee Co. Therefore, all references throughout this Agreement to “Twin Vee Inc.,” “Twin Vee Inc. and its subsidiaries,” “Twin Vee Inc. or its subsidiaries” and/or “Twin Vee Inc. nor any of its subsidiaries” shall be references to Twin Vee Inc. and all of its subsidiaries other than Twin Vee Co. and any references to predecessor shall be references to all predecessors of Twin Vee Inc. other than Twin Vee Co. and representations regarding financial statements shall be representations solely with regard to information that does not include information provided by Twin Vee Co. and shall solely be information pertaining to Twin Vee Inc. and its subsidiaries other than Twin Vee Co.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES OF TWIN VEE INC.**

Twin Vee Inc. hereby represents and warrants to Twin Vee Co., as of the date hereof and as of the Closing Date as though made at the Closing Date, subject to such exceptions as are specifically disclosed in writing (with reference to a specific section of this Agreement to which each such exception applies; provided, however, that if any Section of the Twin Vee Inc. Disclosure Letter, as defined below, discloses an item or information in such a way as to make its relevance to the disclosure required by another section reasonably apparent based upon the substance of such disclosure, the matter shall be deemed to have been disclosed in such other section of the Twin Vee Inc. Disclosure Letter, notwithstanding the omission of an appropriate cross-reference to such other section) in a disclosure letter supplied by Twin Vee Inc. to Twin Vee Co., dated as of the date hereof and certified by a duly authorized officer of Twin Vee Inc. (the “*Twin Vee Inc. Disclosure Letter*”), as follows:

### **2.1      *Organization and Qualification; subsidiaries.***

(a) Each of Twin Vee Inc. and its subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. Each of Twin Vee Inc. and its subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, easements, consents, certificates, approvals and orders (“*Approvals*”) necessary to own, lease and operate the properties it purports to own, operate or lease and to carry on its business as it is now being conducted, except where the failure to have such Approvals would not, individually or in the aggregate, have a Material Adverse Effect on Twin Vee Inc. or its subsidiaries. Each of Twin Vee Inc. and its subsidiaries is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except for such failures to be so duly qualified or licensed and in good standing that would not, either individually or in the aggregate, have a Material Adverse Effect on Twin Vee Inc. or its subsidiaries.

(b) Twin Vee Inc. has no subsidiaries except for the entities identified in *Section 2.1(b)* of the Twin Vee Inc. Disclosure Letter. Neither Twin Vee Inc. nor any of its subsidiaries has agreed, is obligated to make, or is bound by, any written, oral or other agreement, contract, sub-contract, lease, binding understanding, instrument, note, option, warranty, purchase order, license, sub-license, insurance policy, benefit plan, commitment, or undertaking of any nature, as of the date hereof or as may hereafter be in effect under which it may become obligated to make, any future investment in or capital contribution to any other entity. Neither Twin Vee Inc. nor any of its subsidiaries directly or indirectly owns any equity or similar interest in or any interest convertible, exchangeable or exercisable for, any equity or similar interest in, any corporation, partnership, joint venture or other business, association or entity.

2.2 *Certificate of Incorporation and Bylaws.* Twin Vee Inc. and each of its subsidiaries has previously furnished to Twin Vee Co. a complete and correct copy of its Certificate of Incorporation and Bylaws as amended to date. Such Certificate of Incorporation, Bylaws and equivalent organizational documents of Twin Vee Inc. and each of its subsidiaries are in full force and effect. Neither Twin Vee Inc. nor any of its subsidiaries is in violation of any of the provisions of its Certificate of Incorporation or Bylaws or equivalent organizational documents.

## 2.3 Capitalization.

(a) The authorized capital stock of Twin Vee Inc. consists of 180,000,000 shares of Twin Vee Inc. Common Stock and zero shares of Preferred Stock. As of the close of business on the date hereof, (i) 166,851,398 shares of Twin Vee Inc. Common Stock were issued and outstanding, all of which are validly issued, fully paid and nonassessable, (ii) no shares of Twin Vee Inc. Common Stock were held in treasury by Twin Vee Inc. or by any subsidiaries of Twin Vee Inc., (iii) no shares of Preferred Stock were issued and outstanding (iv) no shares of Twin Vee Inc. Common Stock were reserved for issuance upon exercise of outstanding Stock Options to purchase Twin Vee Inc. Common Stock and (v) no shares of Twin Vee Inc. Common Stock were reserved for issuance upon the exercise of outstanding Twin Vee Inc. Warrants. Twin Vee Inc. has made available to Twin Vee Co. accurate and complete copies of all stock option plans pursuant to which Twin Vee Inc. has granted such Twin Vee Inc. Stock Options that are currently outstanding and the form of all stock option agreements evidencing such Twin Vee Inc. Stock Options. There are no commitments or agreements of any character to which Twin Vee Inc. is bound obligating Twin Vee Inc. to accelerate the vesting of any Twin Vee Inc. Stock Option as a result of the Merger. All outstanding shares of Twin Vee Inc. Common Stock and all outstanding shares of capital stock of each subsidiary of Twin Vee Inc. have been issued and granted in compliance with (i) all applicable securities laws and other applicable federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issues, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity (as defined below) and (ii) all requirements set forth in applicable contracts, agreements, and instruments.

(b) Except for securities Twin Vee Inc. owns free and clear of all liens, pledges, hypothecations, charges, mortgages, security interests, encumbrances, claims, infringements, interferences, options, right of first refusals, preemptive rights, community property interests or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset) directly or indirectly through one or more subsidiaries, as of the date of this Agreement, there are no equity securities, partnership interests or similar ownership interests of any class of equity security of any subsidiary of Twin Vee Inc., or any security exchangeable or convertible into or exercisable for such equity securities, partnership interests or similar ownership interests, issued, reserved for issuance or outstanding. There are no subscriptions, options, warrants, equity securities, partnership interests or similar ownership interests, calls, rights (including preemptive rights), commitments or agreements of any character to which Twin Vee Inc. or any of its subsidiaries is a party or by which it is bound obligating Twin Vee Inc. or any of its subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, or repurchase, redeem or otherwise acquire, or cause the repurchase, redemption or acquisition of, any shares of capital stock, partnership interests or similar ownership interests of Twin Vee Inc. or any of its subsidiaries or obligating Twin Vee Inc. or any of its subsidiaries to grant, extend, accelerate the vesting of or enter into any such subscription, option, warrant, equity security, call, right, commitment or agreement. As of the date of this Agreement, except as contemplated by this Agreement, there are no registration rights and there is no voting trust, proxy, rights plan, antitakeover plan or other agreement or understanding to which Twin Vee Inc. or any of its subsidiaries is a party or by which they are bound with respect to any equity security of any class of Twin Vee Inc. or with respect to any equity security, partnership interest or similar ownership interest of any class of any of its subsidiaries.

2.4 *Authority Relative to this Agreement.* Twin Vee Inc. has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, subject to obtaining the approval of the stockholders of Twin Vee Inc. of the Merger, to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Twin Vee Inc. and the consummation by Twin Vee Inc. of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Twin Vee Inc. and no other corporate proceedings on the part of Twin Vee Inc. are necessary to authorize this Agreement or to consummate the transactions so contemplated (other than, with respect to the Merger, the approval and adoption of this Agreement and the approval of the Merger by holders of a majority of the outstanding shares of Twin Vee Inc. Common Stock in accordance with Florida Law and Twin Vee Inc.'s Certificate of Incorporation and Bylaws). This Agreement has been duly and validly executed and delivered by Twin Vee Inc. and, assuming the due authorization, execution and delivery by Twin Vee Co., constitute legal and binding obligations of Twin Vee Inc., enforceable against Twin Vee Inc. in accordance with their respective terms.

## 2.5 *No Conflict; Required Filings and Consents.*

(a) The execution and delivery of this Agreement by Twin Vee Inc. does not, and the performance of this Agreement by Twin Vee Inc. will not, (i) conflict with or violate the Certificate of Incorporation or Bylaws or equivalent organizational documents of Twin Vee Inc. or any of its subsidiaries, (ii) subject to obtaining the approval of Twin Vee Inc.'s stockholders in favor of approval and adoption of this Agreement and approval of the Merger, and obtaining the consents, approvals, authorizations and permits and making registrations, filings and notifications set forth in *Section 2.5(b)* hereof (or *Section 2.5(b)* of the Twin Vee Inc. Disclosure Letter), to the best of Twin Vee Inc.'s knowledge, conflict with or violate any law, rule, regulation, order, judgment or decree applicable to Twin Vee Inc. or any of its subsidiaries or by which its or any of their respective properties is bound or affected, (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair Twin Vee Inc.'s or any of its subsidiaries' rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of Twin Vee Inc. or any of its subsidiaries pursuant to, any material note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Twin Vee Inc. or any of its subsidiaries is a party or by which Twin Vee Inc. or any of its subsidiaries or its or any of their respective properties are bound or affected, or (iv) cause the acceleration of any vesting of any awards for or rights to Twin Vee Inc. Common Stock or the payment of or the acceleration of payment of any change in control, severance, bonus or other cash payments or issuance of shares of Twin Vee Inc. Common Stock, except in the case of clauses (ii) and (iii), to the extent such conflict, violation, breach, default, impairment or other effect could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Twin Vee Inc. or its subsidiaries.

(b) The execution and delivery of this Agreement by Twin Vee Inc. does not, and the performance of this Agreement by Twin Vee Inc. will not, require any consent, approval, authorization or permit of, or registration, filing with or notification to, any court, administrative agency, commission, governmental or regulatory authority, domestic or foreign (each, a "*Governmental Entity*" and, collectively, "*Governmental Entities*"), except for (i) applicable requirements, if any, of the Securities Act of 1933, as amended (the "*Securities Act*"), the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), state securities laws ("*Blue Sky Laws*"), and foreign Governmental Entities and the rules and regulations promulgated thereunder, (ii) the filing and recordation of the Certificates of Merger as required by Delaware Law and Florida Law, and (iii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, (A) would not prevent consummation of the Merger or otherwise prevent Twin Vee Inc. from performing its obligations under this Agreement, or (B) could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Twin Vee Inc. or its subsidiaries.

2.6 *SEC Filings.* Twin Vee Inc. has made available to Twin Vee Co. a correct and complete copy of each report filed by Twin Vee Co. with OTC Markets Group Inc. on or after January 1, 2020 and prior to the date of this Agreement (the "*Twin Vee Inc. OTC Reports*"), which are all the forms, reports and documents required to be filed by Twin Vee Inc. with OTC Markets Group Inc. since such date. The Twin Vee Inc. OTC Reports (i) were prepared in accordance with the requirements of the OTC Markets Group Inc., and (ii) did not at the time they were filed (or if amended or superseded by a filing prior to the date of this Agreement then on the date of such filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of Twin Vee Inc.'s subsidiaries is required to file any reports or other documents with the SEC or OTC Markets Group Inc.

## 2.7 *Compliance; Permits.*

(a) Neither Twin Vee Inc. nor any of its subsidiaries is in conflict with, or in default or violation of, (i) any law, rule, regulation, order, judgment or decree applicable to Twin Vee Inc. or any of its subsidiaries or by which its or any of their respective properties is bound or affected, or (ii) any material note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Twin Vee Inc. or any of its subsidiaries is a party or by which Twin Vee Inc. or any of its subsidiaries or its or any of their respective properties is bound or affected, except for any conflicts, defaults or violations that (individually or in the aggregate) would not have a Material Adverse Effect on Twin Vee Inc. or its subsidiaries. No investigation or review by any governmental or regulatory body or authority is pending or, to the knowledge of Twin Vee Inc., threatened against Twin Vee Inc. or its subsidiaries, nor has any governmental or regulatory body or authority indicated an intention to conduct the same, other than, in each such case, those the outcome of which could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Twin Vee Inc. or any of its subsidiaries.

(b) Twin Vee Inc. and its subsidiaries hold all permits, licenses, variances, exemptions, orders and approvals from Governmental Entities which are material to operation of the business of Twin Vee Inc. and its subsidiaries taken as a whole (collectively, the “*Twin Vee Inc. Permits*”). Twin Vee Inc. and its subsidiaries are in compliance in all material respects with the terms of the *Twin Vee Inc. Permits*.

2.8 *No Undisclosed Liabilities.* Neither Twin Vee Inc. nor any of its subsidiaries has any liabilities (absolute, accrued, contingent or otherwise) of a nature required to be disclosed on a balance sheet or in the related notes to the consolidated financial statements prepared in accordance with GAAP, which are, individually or in the aggregate, material to the business, results of operations, financial condition or prospects of Twin Vee Inc. and its subsidiaries taken as a whole except (i) liabilities provided for in Twin Vee Inc. Balance Sheet, (ii) reflected in the Disclosure Letter, or (iii) liabilities incurred since Twin Vee Inc. Balance Sheet date in the ordinary course of business. At the Effective Time, the amount of liabilities of Twin Vee Inc. being assumed by Twin Vee Co. shall be no greater than \$235,000.

2.9 *Absence of Certain Changes or Events.* Since the date of the last filed OTC Report, there has not been: (i) any Material Adverse Effect on Twin Vee Inc. or any of its subsidiaries, (ii) any declaration, setting aside or payment of any dividend on, or other distribution (whether in cash, stock or property) in respect of, any of Twin Vee Inc.’s or any of its subsidiaries’ capital stock, or any purchase, redemption or other acquisition by Twin Vee Inc. of any of Twin Vee Inc.’s capital stock or any other securities of Twin Vee Inc. or its subsidiaries or any options, warrants, calls or rights to acquire any such shares or other securities except for repurchases from employees following their termination pursuant to the terms of their pre-existing stock option or purchase agreements, (iii) any split, combination or reclassification of any of Twin Vee Inc.’s or any of its subsidiaries’ capital stock, (iv) any granting by Twin Vee Inc. or any of its subsidiaries of any increase in compensation or fringe benefits, except for normal increases of cash compensation in the ordinary course of business consistent with past practice, or any payment by Twin Vee Inc. or any of its subsidiaries of any bonus, except for bonuses made in the ordinary course of business consistent with past practice, or any granting by Twin Vee Inc. or any of its subsidiaries of any increase in severance or termination pay or any entry by Twin Vee Inc. or any of its subsidiaries into any currently effective employment, severance, termination or indemnification agreement or any agreement the benefits of which are contingent or the terms of which are materially altered upon the occurrence of a transaction involving Twin Vee Inc. of the nature contemplated hereby, (v) entry by Twin Vee Inc. or any of its subsidiaries into any licensing or other agreement with regard to the acquisition or disposition of any Intellectual Property (as defined in *Section 2.19* hereof) other than licenses in the ordinary course of business consistent with past practice, and other than licenses disclosed on *Section 2.19(j)* of the Twin Vee Inc. Disclosure Letter, (vi) any material change by Twin Vee Inc. in its accounting methods, principles or practices, except as required by concurrent changes in GAAP, (vii) any revaluation by Twin Vee Inc. of any of its assets, including, without limitation, writing down the value of capitalized inventory or writing off notes or accounts receivable, or (viii) any sale of assets of Twin Vee Inc. other than in the ordinary course of business.

2.10 *Absence of Litigation.* Except as set forth in *Section 2.10* of the Twin Vee Inc. Disclosure Letter, there are no claims, actions, suits or proceedings pending or, to the knowledge of Twin Vee Inc., threatened (or, to the knowledge of Twin Vee Inc., any governmental or regulatory investigation pending or threatened) against Twin Vee Inc. or any of its subsidiaries or any properties or rights of Twin Vee Inc. or any of its subsidiaries, before any Governmental Entity.

2.11 *Employee Benefit Plans.*

(a) All employee compensation, incentive, fringe or benefit plans, programs, policies, commitments or other arrangements (whether or not set forth in a written document and including, without limitation, all “employee benefit plans” (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) (the “*Twin Vee Inc. Plans*”) covering (i) any active or former employee, director or consultant of Twin Vee Inc., (ii) any subsidiary of Twin Vee Inc., or (iii) any trade or business (whether or not incorporated) which is a member of a controlled group or which is under common control with Twin Vee Inc. within the meaning of Section 414 of the Code (an “*Affiliate*”), or with respect to which Twin Vee Inc. has or, to Twin Vee Inc.’s knowledge, may in the future have liability (excluding consideration of Twin Vee Co. and its subsidiaries as Affiliates following the Effective Time), are listed in *Section 2.11(a)* of the Twin Vee Inc. Disclosure Letter. Twin Vee Inc. has provided to Twin Vee Co.: (i) correct and complete copies of all documents embodying each Twin Vee Inc. Plan including (without limitation) all amendments thereto, all related trust documents, and all material written agreements and contracts relating to each such Twin Vee Inc. Plan; (ii) the three (3) most recent annual reports (Form Series 5500 and all schedules and financial statements attached thereto), if any, required under ERISA or the Code in connection with each Twin Vee Inc. Plan; (iii) the most recent summary plan description together with the summary(ies) of material modifications thereto, if any, required under ERISA with respect to each Twin Vee Inc. Plan; (iv) all IRS determination, opinion, notification and advisory letters, and all applications and correspondence to or from the IRS or the DOL with respect to such application or letter; (v) all material correspondence to or from any governmental agency relating to any Twin Vee Inc. Plan; (vi) all COBRA forms and related notices within the last three (3) years; (vii) all discrimination tests for each Twin Vee Inc. Plan for the most recent three (3) plan years; (viii) the most recent annual actuarial valuations, if any, prepared for each Twin Vee Inc. Plan; (ix) if Twin Vee Inc. Plan is funded, the most recent annual and periodic accounting of Twin Vee Inc. Plan assets; (x) all material written agreements and contracts relating to each Twin Vee Inc. Plan, including, but not limited to, administrative service agreements, group annuity contracts and group insurance contracts; (xi) all material communications to employees or former employees within the last three (3) years relating to any amendments, terminations, establishments, increases or decreases in benefits, acceleration of payments or vesting schedules or other events which would result in any material liability under any Twin Vee Inc. Plan or proposed Twin Vee Inc. Plan; (xii) all policies pertaining to fiduciary liability insurance covering the fiduciaries for each Twin Vee Inc. Plan; and (xiii) all registration statements, annual reports (Form 11-K and all attachments thereto) and prospectuses prepared in connection with any Twin Vee Inc. Plan.

(b) Each Twin Vee Inc. Plan has been maintained and administered in all material respects in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations (foreign or domestic), including but not limited to ERISA or the Code, which are applicable to such Twin Vee Inc. Plans. No suit, action or other litigation (excluding claims for benefits incurred in the ordinary course of Twin Vee Inc. Plan activities) has been brought, or to the knowledge of Twin Vee Inc. is threatened, against or with respect to any such Twin Vee Inc. Plan. There are no audits, inquiries or proceedings pending or, to the knowledge of Twin Vee Inc., threatened by the Internal Revenue Service or Department of Labor with respect to any Twin Vee Inc. Plans. All contributions, reserves or premium payments required to be made or accrued as of the date hereof to Twin Vee Inc. Plans have been timely made or accrued. *Section 2.11(b)* of the Twin Vee Inc. Disclosure Letter includes a listing of the accrued vacation liability of Twin Vee Inc. as of December 31, 2021. Any Twin Vee Inc. Plan intended to be qualified under Section 401(a) of the Code and each trust intended to qualify under Section 501(a) of the Code (i) has either obtained a favorable determination, notification, advisory and/or opinion letter, as applicable, as to its qualified status from the Internal Revenue Service or still has a remaining period of time under applicable Treasury Regulations or Internal Revenue Service pronouncements in which to apply for such letter and to make any amendments necessary to obtain a favorable determination, and (ii) incorporates or has been amended to incorporate all provisions required to comply with the Tax Reform Act of 1986 and subsequent legislation. Twin Vee Inc. does not have any plan or commitment to establish any new Twin Vee Inc. Plan, to modify any Twin Vee Inc. Plan (except to the extent required by law or to conform any such Twin Vee Inc. Plan to the requirements of any applicable law, in each case as previously disclosed to Twin Vee Co. in writing, or as required by this Agreement), or to enter into any new Twin Vee Inc. Plan. Each Twin Vee Inc. Plan can be amended, terminated or otherwise discontinued after the Effective Time in accordance with its terms, without liability to Twin Vee Co., Twin Vee Inc. or any of its Affiliates (other than ordinary administration expenses).

(c) Neither Twin Vee Inc., any of its subsidiaries, nor any of their Affiliates has at any time ever maintained, established, sponsored, participated in, or contributed to any plan subject to Title IV of ERISA or Section 412 of the Code and at no time has Twin Vee Inc. or any of its subsidiaries contributed to or been requested to contribute to any “multiemployer plan,” as such term is defined in ERISA or to any plan described in Section 413(c) of the Code. Neither Twin Vee Inc., any of its subsidiaries, nor any officer or director of Twin Vee Inc. or any of its subsidiaries is subject to any liability or penalty under Section 4975 through 4980B of the Code or Title I of ERISA. There are no audits, inquiries or proceedings pending or, to the knowledge of Twin Vee Inc., threatened by the IRS or DOL with respect to any Twin Vee Inc. Plan. No “prohibited transaction,” within the meaning of Section 4975 of the Code or Sections 406 and 407 of ERISA, and not otherwise exempt under Section 408 of ERISA, has occurred with respect to any Twin Vee Inc. Plan.

(d) Neither Twin Vee Inc., any of its subsidiaries, nor any of their Affiliates has, prior to the Effective Time and in any material respect, violated any of the health continuation requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“*COBRA*”), the requirements of Family Medical Leave Act of 1993, as amended, the requirements of the Women’s Health and Cancer Rights Act, as amended, the requirements of the Newborns’ and Mothers’ Health Protection Act of 1996, as amended, or any similar provisions of state law applicable to employees of Twin Vee Inc. or any of its subsidiaries. None of Twin Vee Inc. Plans promises or provides retiree medical or other retiree welfare benefits to any person except as required by applicable law and neither Twin Vee Inc. nor any of its subsidiaries has represented, promised or contracted (whether in oral or written form) to provide such retiree benefits to any employee, former employee, director, consultant or other person, except to the extent required by statute.

(e) Neither Twin Vee Inc. nor any of its subsidiaries is bound by or subject to (and none of its respective assets or properties is bound by or subject to) any arrangement with any labor union. No employee of Twin Vee Inc. or any of its subsidiaries is represented by any labor union or covered by any collective bargaining agreement and, to the knowledge of Twin Vee Inc., no campaign to establish such representation is in progress. There is no pending or, to the knowledge of Twin Vee Inc., threatened labor dispute involving Twin Vee Inc. or any of its subsidiaries and any group of its employees nor has Twin Vee Inc. or any of its subsidiaries experienced any labor interruptions over the past three (3) years, and Twin Vee Inc. and its subsidiaries consider their relationships with their employees to be good. Twin Vee Inc. and its subsidiaries are in compliance in all material respects with all applicable foreign, federal, state and local laws, rules and regulations regarding employment, employment practices, terms and conditions of employment and wages and hours.

(f) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any stockholder, director or employee of Twin Vee Inc. or any of its subsidiaries under any Twin Vee Inc. Plan or otherwise, (ii) materially increase any benefits otherwise payable under any Twin Vee Inc. Plan, or (iii) result in the acceleration of the time of payment or vesting of any such benefits.

(g) No payment or benefit that will or may be made by Twin Vee Inc. or its Affiliates with respect to any employee will be characterized as a “parachute payment” within the meaning of Section 280G of the Code.

(h) Neither Twin Vee Inc. nor any subsidiary has or is required to have an International Employee Plan (as defined below). For purposes of this Section “International Employee Plan” shall mean each Twin Vee Inc. Plan that has been adopted or maintained by Twin Vee Inc. or any of its subsidiaries, whether informally or formally, for the benefit of current or former employees of Twin Vee Inc. or any of its subsidiaries outside the United States.

(i) Except as set forth in *Section 2.11(i)* of the Twin Vee Inc. Disclosure Letter, no Twin Vee Inc. Plan provides, reflects or represents any liability to provide retiree health benefit to any person for any reason, except as may be required by COBRA or other applicable statute, and Twin Vee Inc. has never represented, promised or contracted (whether in oral or written form) to any employee (either individually or to employees as a group) or any other person that such employee(s) or other person would be provided with retiree health benefits, except to the extent required by statute.

2.12 *Labor Matters.* i) There are no controversies pending or, to the knowledge of each of Twin Vee Inc. and its respective subsidiaries, threatened, between Twin Vee Inc. or any of its subsidiaries and any of their respective employees; (ii) as of the date of this Agreement, neither Twin Vee Inc. nor any of its subsidiaries is a party to any collective bargaining agreement or other labor union contract applicable to persons employed by Twin Vee Inc. or its subsidiaries nor does Twin Vee Inc. or its subsidiaries know of any activities or proceedings of any labor union to organize any such employees; and (iii) as of the date of this Agreement, neither Twin Vee Inc. nor any of its subsidiaries has any knowledge of any strikes, slowdowns, work stoppages or lockouts, or threats thereof, by or with respect to any employees of Twin Vee Inc. or any of its subsidiaries.

2.13 *Registration Statement; Joint Proxy Statement/Prospectus.* None of the information supplied or to be supplied by Twin Vee Inc. for inclusion or incorporation by reference in (i) the Registration Statement (as defined in *Section 5.1(a)* hereof) will, at the time the Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, and (ii) the Joint Proxy Statement/Prospectus (as defined in *Section 5.1(a)* hereof) to be filed with the SEC by Twin Vee Co. pursuant to *Section 5.1(a)* hereof will, on the dates mailed to the stockholders of Twin Vee Inc. and Twin Vee Co., at the time of the Twin Vee Inc. Stockholders' Meeting and Twin Vee Co. Stockholders' Meeting and as of the Effective Time and as of the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding the foregoing, Twin Vee Inc. makes no representation or warranty with respect to any information supplied by Twin Vee Co. which is contained in any of the foregoing documents, or any decision by Twin Vee Co. to exclude or materially modify any information supplied by Twin Vee Inc.

2.14 *Restrictions on Business Activities.* There is no agreement, commitment, judgment, injunction, order or decree binding upon Twin Vee Inc. or any of its subsidiaries or to which Twin Vee Inc. or any of its subsidiaries is a party or any of its subsidiaries which has or could reasonably be expected to have the effect, in any material respect, of prohibiting or impairing any present business practice of Twin Vee Inc. or any of its subsidiaries, any acquisition of property by Twin Vee Inc. or any of its subsidiaries or the conduct of business by Twin Vee Inc. or any of its subsidiaries as currently conducted.

2.15 *Title to Property.* Except as set forth on *Section 2.15* of the Twin Vee Inc. Disclosure Letter, neither Twin Vee Inc. nor any of its subsidiaries owns any material real property. Except as set forth on *Section 2.15* of the Twin Vee Inc. Disclosure Letter, Twin Vee Inc. and each of its subsidiaries have good and defensible title to all of their material real and personal properties and assets, free and clear of all liens, charges and encumbrances except liens for taxes not yet due and payable and such liens or other imperfections of title, if any, as do not materially detract from the value of or interfere with the present use of the property affected thereby; and all leases pursuant to which Twin Vee Inc. or any of its subsidiaries lease from others material amounts of real or personal property are in good standing, valid and effective in accordance with their respective terms, and there is not, under any of such leases, any existing material default or event of default (or any event which with notice or lapse of time, or both, would constitute a material default and in respect of which Twin Vee Inc. or subsidiary has not taken adequate steps to prevent such default from occurring). All the plants, structures and equipment owned by or being acquired under a capital lease by Twin Vee Inc. and its subsidiaries, except such as may be under construction, are in good operating condition and repair, in all material respects, subject to normal wear and tear.

2.16 *Taxes.*

(a) *Definition of Taxes.* For all purposes of and under this Agreement, "Tax" or "Taxes" refers to any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities relating to taxes, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other person with respect to such amounts and including any liability for taxes of a predecessor entity.

(b) *Tax Returns and Audits.*

(i) Twin Vee Inc. and each of its subsidiaries have timely filed all federal, state, local and foreign returns, estimates, information statements and reports ("*Twin Vee Inc. Returns*") relating to Taxes required to be filed by Twin Vee Inc. and each of its subsidiaries with any Tax authority, except such Returns which are not material to Twin Vee Inc. or which are for taxes being contested. Such Twin Vee Inc. Returns are true and correct in all material respects, have been completed in accordance with applicable law, and all Taxes shown to be due on such Twin Vee Inc. Returns have been paid. There are no liens for Taxes (other than Taxes not yet due and payable) upon any assets of Twin Vee Inc. or any of its subsidiaries.



(ii) Twin Vee Inc. and each of its subsidiaries as of the Effective Time will have withheld with respect to its employees all federal and state income taxes, Taxes pursuant to the Federal Insurance Contribution Act (“FICA”), Taxes pursuant to the Federal Unemployment Tax Act (“FUTA”) and other Taxes required to be withheld.

(iii) Neither Twin Vee Inc. nor any of its subsidiaries has been delinquent in the payment of any material Tax nor is there any material Tax deficiency outstanding, proposed or assessed against Twin Vee Inc. or any of its subsidiaries, nor has Twin Vee Inc. or any of its subsidiaries executed any unexpired waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax.

(iv) No audit or other examination of any Return of Twin Vee Inc. or any of its subsidiaries by any Tax authority is presently in progress, nor has Twin Vee Inc. or any of its subsidiaries been notified of any request for such an audit or other examination.

(v) No adjustment relating to any Returns filed by Twin Vee Inc. or any of its subsidiaries has been proposed in writing formally or informally by any Tax authority to Twin Vee Inc. or any of its subsidiaries or any representative thereof.

(vi) Neither Twin Vee Inc. nor any of its subsidiaries has any liability for any material unpaid Taxes which has not been accrued for or reserved on Twin Vee Inc. Balance Sheet in accordance with GAAP, whether asserted or unasserted, contingent or otherwise, which is material to Twin Vee Inc., other than any liability for unpaid Taxes that may have accrued since the date of Twin Vee Inc. Balance Sheet in connection with the operation of the business of Twin Vee Inc. and its subsidiaries in the ordinary course.

(vii) There is no contract, agreement, plan or arrangement to which Twin Vee Inc. or any of its subsidiaries is a party as of the date of this Agreement, including but not limited to the provisions of this Agreement, covering any employee or former employee of Twin Vee Inc. or any of its subsidiaries that, individually or collectively, would reasonably be expected to give rise to the payment of any amount that would not be deductible pursuant to Sections 280G, 404 or 162(m) of the Code. There is no contract, agreement, plan or arrangement to which Twin Vee Inc. is a party or by which it is bound to compensate any individual for excise taxes paid pursuant to Section 4999 of the Code.

(viii) Neither Twin Vee Inc. nor any of its subsidiaries has filed any consent agreement under Section 341(f) of the Code or agreed to have Section 341(f)(2) of the Code apply to any disposition of a subsection (f) asset (as defined in Section 341(f)(4) of the Code) owned by Twin Vee Inc. or any of its subsidiaries.

(ix) Neither Twin Vee Inc. nor any of its subsidiaries is party to or has any obligation under any tax-sharing, tax indemnity or tax allocation agreement or arrangement.

(x) None of Twin Vee Inc.’s or its subsidiaries’ assets are tax exempt use property within the meaning of Section 168(h) of the Code.

(xi) Neither Twin Vee Inc. nor any subsidiary of Twin Vee Inc. has participated as either a “distributing corporation” or a “controlled corporation” in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code.

2.17 *Environmental Matters.* Except as set forth on Section 2.17 of the Twin Vee Inc. Disclosure Letter, the operations of Twin Vee Inc. and each of its subsidiaries are and have been in compliance in all material respects with all applicable Environmental Laws, which compliance includes obtaining, maintaining in good standing and complying in all material respects with all Environmental Permits and no action or proceeding is pending or threatened to revoke, modify or terminate any such Environmental Permit, and, to the knowledge of Twin Vee Inc., no facts, circumstances or conditions currently exist that could adversely affect such continued compliance with Environmental Laws and Environmental Permits or require currently unbudgeted capital expenditures to achieve or maintain such continued compliance with Environmental Laws and Environmental Permits.

“*Environmental Law*” means any law, as now or hereafter in effect, in any way relating to the protection of human health and safety, the environment or natural resources including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 *et seq.*), and the Occupational Safety and Health Act (29 U.S.C. § 651 *et seq.*), as each has been or may be amended and the regulations promulgated pursuant thereto.

“*Environmental Permit*” means any permit required by Environmental Laws for the operation of such company.

2.18 *Brokers.* Twin Vee Inc. has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders fees or agent’s commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

2.19 *Intellectual Property.*

(a) For the purposes of this Agreement, the following terms have the following definitions:

(i) *Intellectual Property*” shall mean any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology; (v) domain names, uniform resource locators (“*URLs*”) and other names and locators associated with the Internet (collectively, “*Domain Names*”), (vi) all computer software, including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (vii) all industrial designs and any registrations and applications therefor throughout the world; (viii) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (ix) all databases and data collections and all rights therein throughout the world; (x) all moral and economic rights of authors and inventors, however denominated, throughout the world, and (xi) any similar or equivalent rights to any of the foregoing anywhere in the world.

(ii) “*Twin Vee Inc. Intellectual Property*” shall mean any Intellectual Property that is owned by, or exclusively licensed to, Twin Vee Inc. or any of its subsidiaries.

(iii) “*Registered Intellectual Property*” means all United States, international and foreign: (i) patents and patent applications (including provisional applications); (ii) registered trademarks, applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks; (iii) registered copyrights and applications for copyright registration; and (iv) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any state, government or other public legal authority.

(iv) “*Twin Vee Inc. Registered Intellectual Property*” means all of the Registered Intellectual Property owned by, or filed in the name of, Twin Vee Inc. or any of its subsidiaries.

(b) *Section 2.19(b)* of the Twin Vee Inc. Disclosure Letter contains a complete and accurate list of (i) all Twin Vee Inc. Registered Intellectual Property and specifies, where applicable, the jurisdictions in which each such item of Twin Vee Inc. Registered Intellectual Property has been issued or registered, and (ii) all proceedings or actions before any court or tribunal (including the United States Patent and Trademark Office (the “*PTO*”) or equivalent authority anywhere else in the world) related to any of Twin Vee Inc. Registered Intellectual Property.

(c) Section 2.19(c) of the Twin Vee Inc. Disclosure Letter contains a complete and accurate list (by name and version number) of all products or service offerings of Twin Vee Inc. or any of its subsidiaries (collectively, “*Twin Vee Inc. Products*”) that have been sold, distributed or otherwise disposed of in the five (5)-year period preceding the date hereof or which Twin Vee Inc. or any of its subsidiaries currently intends to sell, distribute or otherwise dispose of in the future, including any products or service offerings under development.

(d) No Twin Vee Inc. Intellectual Property or Twin Vee Inc. Product is subject to any proceeding or outstanding decree, order, judgment, contract, license, agreement, or stipulation restricting in any manner the use, transfer, or licensing thereof by Twin Vee Inc. or any of its subsidiaries, or which may affect the validity, use or enforceability of such Twin Vee Inc. Intellectual Property or Twin Vee Inc. Product.

(e) Each item of Twin Vee Inc. Registered Intellectual Property is valid and subsisting, all necessary registration, maintenance and renewal fees currently due in connection with such Twin Vee Inc. Registered Intellectual Property have been made and all necessary documents, recordations and certificates in connection with such Twin Vee Inc. Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of prosecuting, maintaining or perfecting such Twin Vee Inc. Registered Intellectual Property.

(f) Section 2.19(f) of the Twin Vee Inc. Disclosure Letter contains a complete and accurate list of all actions that are required to be taken by Twin Vee Inc. within ninety (90) days of the date hereof with respect to any of Twin Vee Inc. Registered Intellectual Property.

(g) Twin Vee Inc. owns and has good and exclusive title to each item of Twin Vee Inc. Intellectual Property owned by it, free and clear of any lien or encumbrance (excluding non-exclusive licenses and related restrictions granted in the ordinary course). Without limiting the generality of the foregoing, (i) to the knowledge of Twin Vee Inc., Twin Vee Inc. is the exclusive owner of all trademarks and trade names used in connection with the operation or conduct of the business of Twin Vee Inc. and its subsidiaries, including the sale, distribution or provision of any Twin Vee Inc. Products by Twin Vee Inc. or any of its subsidiaries, (ii) Twin Vee Inc. owns exclusively, and has good title to, all copyrighted works that are included or incorporated into Twin Vee Inc. Products or which Twin Vee Inc. or any of its subsidiaries otherwise purports to own, and (iii) to the knowledge of Twin Vee Inc., the manufacture, sale or use of Twin Vee Inc. Products does not infringe any patents.

(h) To the extent that any technology, software or Intellectual Property has been developed or created independently or jointly by a third party for Twin Vee Inc. or any of its subsidiaries, or is incorporated into any of Twin Vee Inc. Products, Twin Vee Inc. and its subsidiaries have a written agreement with such third party with respect thereto and Twin Vee Inc. and its subsidiaries thereby either (i) have obtained ownership of, and is the exclusive owner of, or (ii) have obtained perpetual, irrevocable, worldwide non-terminable licenses (sufficient for the conduct of its business as currently conducted and as proposed to be conducted) to all such third party’s Intellectual Property in such work, material or invention by operation of law or by valid assignment or license, to the fullest extent it is legally possible to do so.

(i) Neither Twin Vee Inc. nor any of its subsidiaries has transferred ownership of, or granted any exclusive license with respect to, any Intellectual Property that is or was Twin Vee Inc. Intellectual Property, to any third party, or knowingly permitted Twin Vee Inc.’s rights in such Twin Vee Inc. Intellectual Property to lapse or enter the public domain other than for trademarks for Twin Vee Inc. Products no longer sold by Twin Vee Inc. for which Twin Vee Inc. has let the applicable trademark rights become abandoned in Twin Vee Inc.’s ordinary course of business.

(j) Other than “shrink wrapped” and similar widely available commercial end-user licenses, Section 2.19(j) of the Twin Vee Inc. Disclosure Letter contains a complete and accurate list of all contracts, licenses and agreements to which Twin Vee Inc. or any of its subsidiaries is a party (i) with respect to Twin Vee Inc. Intellectual Property licensed or transferred to any third party, or (ii) pursuant to which a third party has licensed or transferred any material Intellectual Property to Twin Vee Inc. or any of its subsidiaries.

(k) All contracts, licenses and agreements relating to either (i) Twin Vee Inc. Intellectual Property or (ii) Intellectual Property of a third party licensed to Twin Vee Inc. or any of its subsidiaries, are, to the knowledge of Twin Vee Inc., in full force and effect. The consummation of the transactions contemplated by this Agreement will neither violate nor result in the breach, modification, cancellation, termination, suspension of, or acceleration of any payments with respect to, such contracts, licenses and agreements. Each of Twin Vee Inc. and its subsidiaries is in material compliance with, and has not materially breached any term of any such contracts, licenses and agreements and, to the knowledge of Twin Vee Inc., all other parties to such contracts, licenses and agreements are in compliance with, and have not materially breached any term of, such contracts, licenses and agreements. Following the Closing Date, the Surviving Corporation will be permitted to exercise all of Twin Vee Inc.’s and its subsidiaries’ rights under such contracts, licenses and agreements to the same extent Twin Vee Inc. and its subsidiaries would have been able to had the transactions contemplated by this Agreement not occurred and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments which Twin Vee Inc. or any of its subsidiaries would otherwise be required to pay. Following the Effective Time, the Surviving Corporation and its subsidiaries will be permitted to exercise all of Twin Vee Inc.’s and its subsidiaries’ rights under such contracts, licenses and agreements to the same extent as Twin Vee Inc. and its subsidiaries would have been able to had the transactions contemplated by this Agreement not occurred and without being required to pay any additional amounts or consideration other than fees, royalties or payments which Twin Vee Inc. or its subsidiaries would otherwise be required to pay had such transactions contemplated hereby not occurred.

(l) The operation of the business of Twin Vee Inc. and its subsidiaries as such business currently is conducted and reasonably contemplated to be conducted, including (i) Twin Vee Inc.'s and its subsidiaries' design, development, manufacture, distribution, reproduction, marketing or sale of the products, software or services of Twin Vee Inc. and its subsidiaries (including Twin Vee Inc. Products), and (ii) Twin Vee Inc.'s use of any product, device or process, to the knowledge of Twin Vee Inc., has not, does not and will not infringe or misappropriate the Intellectual Property of any third party or, to its knowledge, constitute unfair competition or trade practices under the laws of any jurisdiction.

(m) Twin Vee Inc. Intellectual Property constitutes all the Intellectual Property owned by Twin Vee Inc. or exclusively licensed to Twin Vee Inc. and used in and/or necessary to the conduct of the business of Twin Vee Inc. and its subsidiaries as it currently is conducted, and as it is currently planned or contemplated to be conducted by Twin Vee Inc. and its subsidiaries, including, without limitation, the design, development, manufacture, use, import and sale of products, technology and performance of services (including Twin Vee Inc. Products).

(n) Neither Twin Vee Inc. nor any of its subsidiaries has received notice from any third party that the operation of the business of Twin Vee Inc. or any of its subsidiaries or any act, product or service of Twin Vee Inc. or any of its subsidiaries, infringes or misappropriates the Intellectual Property of any third party or constitutes unfair competition or trade practices under the laws of any jurisdiction.

(o) To the knowledge of Twin Vee Inc., no person has or is infringing or misappropriating any Twin Vee Inc. Intellectual Property.

(p) Twin Vee Inc. and each of its subsidiaries has taken reasonable steps to protect Twin Vee Inc.'s and its subsidiaries' rights in Twin Vee Inc.'s confidential information and trade secrets that it wishes to protect or any trade secrets or confidential information of third parties provided to Twin Vee Inc. or any of its subsidiaries, and, without limiting the foregoing, each of Twin Vee Inc. and its subsidiaries has and enforces a policy requiring each employee and contractor to execute a proprietary information/confidentiality agreement substantially in the form provided to Twin Vee Co. and all current and former employees and contractors of Twin Vee Inc. and any of its subsidiaries have executed such an agreement, except where the failure to do so is not reasonably expected to be material to Twin Vee Inc.

#### 2.20 *Agreements, Contracts and Commitments.*

(a) Except as set forth on *Section 2.20(a)* of the Twin Vee Inc. Disclosure Letter, neither Twin Vee Inc. nor any of its subsidiaries is a party to or is bound by:

(i) any employment or consulting agreement, contract or commitment with any officer or director or higher level employee or member of Twin Vee Inc.'s Board of Directors, other than those that are terminable by Twin Vee Inc. or any of its subsidiaries on no more than thirty (30) days notice without liability or financial obligation to Twin Vee Inc.;

(ii) any agreement or plan, including, without limitation, any stock option plan, stock appreciation right plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement;

(iii) any agreement of indemnification or any guaranty other than any agreement of indemnification entered into in connection with the sale, license, distribution, reselling or other transfer of software products in the ordinary course of business or in connection with the provision of services in the ordinary course of business;

(iv) any agreement, contract or commitment containing any covenant limiting in any respect the right of Twin Vee Inc. or any of its subsidiaries to engage in any line of business presently conducted by Twin Vee Inc. or any subsidiary, or to compete with any person or granting any exclusive distribution rights;

(v) any agreement, contract or commitment currently in force relating to the disposition or acquisition by Twin Vee Inc. or any of its subsidiaries after the date of this Agreement of a material amount of assets not in the ordinary course of business or pursuant to which Twin Vee Inc. or any of its subsidiaries has any material ownership interest in any corporation, partnership, joint venture or other business enterprise other than Twin Vee Inc.'s subsidiaries;

(vi) any dealer, distributor, joint marketing or development agreement currently in force under which Twin Vee Inc. or any of its subsidiaries have continuing material obligations to jointly market any product, technology or service and which may not be canceled without penalty upon notice of sixty (60) days or less, or any material agreement pursuant to which Twin Vee Inc. or any of its subsidiaries have continuing material obligations to jointly develop any intellectual property that will not be owned, in whole or in part, by Twin Vee Inc. or any of its subsidiaries and which may not be canceled without penalty upon notice of sixty (60) days or less;

(vii) any agreement, contract or commitment currently in force to provide source code to any third party for any product or technology that is material to Twin Vee Inc. and its subsidiaries taken as a whole;

(viii) any agreement, contract or commitment currently in force to license any third party to manufacture or reproduce any Twin Vee Inc. Product, service or technology or any agreement, contract or commitment currently in force to sell or distribute any Twin Vee Inc. Products, services or technology, except agreements with distributors or sales representative in the normal course of business cancelable without penalty upon written notice of ninety (90) days or less;

(ix) any mortgages, indentures, guarantees, loans or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit;

(x) any material settlement agreement entered into within three (3) years prior to the date of this Agreement; or

(xi) any other material agreement, contract or commitment currently in force that is outside the ordinary course of business or that has a value of \$50,000 or more within a twelve (12) month period in any individual case.

(b) Neither Twin Vee Inc. nor any of its subsidiaries, nor to its knowledge any other party to a Twin Vee Inc. Contract (as defined below), is in material breach, violation or default under, and neither Twin Vee Inc. nor any of its subsidiaries has received written notice that it has breached, violated or defaulted under, any of the material terms or conditions of any of the agreements, contracts or commitments to which Twin Vee Inc. or any of its subsidiaries is a party or by which it is bound that are required to be set forth in the Twin Vee Inc. Disclosure Letter (any such agreement, contract or commitment, a "*Twin Vee Inc. Contract*") in such a manner as would permit any other party to cancel or terminate any such Twin Vee Inc. Contract, or would permit any other party to seek material damages or other remedies (for any or all of such breaches, violations or defaults, in the aggregate).

2.21 *Insurance.* Twin Vee Inc. maintains insurance policies and fidelity bonds covering the assets, business, equipment, properties, operations, employees, officers and directors of Twin Vee Inc. and its subsidiaries (collectively, the “*Insurance Policies*”) which are of the type and in amounts customarily carried by persons conducting businesses similar to those of Twin Vee Inc. and its subsidiaries. There is no material claim by Twin Vee Inc. or any of its subsidiaries pending under any of the Insurance Policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. Twin Vee Inc. is not aware of, and has not received notice under any Insurance Policies of, (i) an insurer’s intention or threat to cancel or terminate any of the Insurance Policies, (ii) an insurer’s intention or threat to increase the premiums due under any of the Insurance Policies.

2.22 *Board Approval.* The Board of Directors of Twin Vee Inc. has, as of the date of this Agreement, (i) approved this Agreement and the transactions contemplated hereby, subject to stockholder approval, (ii) determined that the Merger is fair to and in the best interests of the stockholders of Twin Vee Inc., and (iii) recommended that the stockholders of Twin Vee Inc. approve and adopt this Agreement and approve the Merger.

2.23 *Vote Required.* The affirmative vote of the holders of a majority of the outstanding shares of Twin Vee Inc. Common Stock is the only vote of the holders of any class or series of Twin Vee Inc.’s capital stock necessary to approve and adopt this Agreement and approve the Merger.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF TWIN VEE CO.**

Twin Vee Co. hereby represents and warrants to Twin Vee Inc., as of the date hereof and as of the Closing Date as though made at the Closing Date, subject to such exceptions as are specifically disclosed in writing (with reference to the specific sections of this Agreement to which each such exception applies; provided, however, that if any section of the Twin Vee Co. Disclosure Letter, as defined below, discloses an item or information in such a way as to make its relevance to the disclosure required by another section reasonably apparent based upon the substance of such disclosure, the matter shall be deemed to have been disclosed in such other section of the Twin Vee Co. Disclosure Letter, notwithstanding the omission of an appropriate cross-reference to such other section) in the disclosure letter supplied by Twin Vee Co. to Twin Vee Inc., dated as of the date hereof and certified by a duly authorized officer of Twin Vee Co. (the “*Twin Vee Co. Disclosure Letter*”), as follows:

#### **3.1 *Organization and Qualification; subsidiaries.***

(a) Each of Twin Vee Co. and its subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. Each of Twin Vee Co. and its subsidiaries is in possession of all Approvals necessary to own, lease and operate the properties it purports to own, operate or lease and to carry on its business as it is now being conducted, except where the failure to have such Approvals would not, individually or in the aggregate, have a Material Adverse Effect on Twin Vee Co. Each of Twin Vee Co. and its subsidiaries is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except for such failures to be so duly qualified or licensed and in good standing that would not, either individually or in the aggregate, have a Material Adverse Effect on Twin Vee Co. or its subsidiaries.

(b) Twin Vee Co. has no subsidiaries except for the corporations identified in *Section 3.1(b)* of the Twin Vee Co. Disclosure Letter. Neither Twin Vee Co. nor any of its subsidiaries has agreed, is obligated to make, or is bound by, any written, oral or other agreement, contract, sub-contract, lease, binding understanding, instrument, note, option, warranty, purchase order, license, sub-license, insurance policy, benefit plan, commitment, or undertaking of any nature, as of the date hereof or as may hereafter be in effect under which it may become obligated to make, any future investment in or capital contribution to any other entity. Neither Twin Vee Co. nor any of its subsidiaries directly or indirectly owns any equity or similar interest in or any interest convertible, exchangeable or exercisable for, any equity or similar interest in, any corporation, partnership, joint venture or other business, association or entity.

3.2 *Certificate of Incorporation and Bylaws.* Twin Vee Co. and each of its subsidiaries has previously furnished to Twin Vee Inc. a complete and correct copy of its Certificate of Incorporation and Bylaws as amended to date. Such Certificate of Incorporation, Bylaws and equivalent organizational documents of Twin Vee Co. and each of its subsidiaries are in full force and effect. Neither Twin Vee Co. nor any of its subsidiaries is in violation of any of the provisions of its Certificate of Incorporation or Bylaws or equivalent organizational documents.

3.3 *Capitalization.*

(a) The authorized capital stock of Twin Vee Co. consists of 50,000,000 shares of Twin Vee Co. Common Stock and 10,000,000 shares of Preferred Stock. As of the close of business on the date hereof, (i) 7,000,000 shares of Twin Vee Co. Common Stock were issued and outstanding, all of which are validly issued, fully paid and nonassessable, (ii) no shares of Twin Vee Co. Common Stock were held in treasury by Twin Vee Co. or by any subsidiaries of Twin Vee Co., (iii) 981,955 shares of Twin Vee Co. Common Stock were reserved for issuance upon the exercise of outstanding options to purchase Twin Vee Co. Common Stock under the Amended and Restated 2021 Stock Incentive Plan (the “2021 Plan”), and (iv) no shares of Twin Vee Co. Common Stock were reserved for issuance upon the exercise of outstanding Twin Vee Co. Warrants. As of the date hereof, no shares of Twin Vee Co. Preferred Stock are issued or outstanding. All outstanding shares of Twin Vee Co. Common Stock, all outstanding Twin Vee Co. Stock Options, and all outstanding shares of capital stock of each subsidiary of Twin Vee Co. have been issued and granted in compliance with (i) all applicable securities laws and other applicable federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issues, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity and (ii) all requirements set forth in applicable contracts, agreements, and instruments.

(b) Except for securities that Twin Vee Co. owns free and clear of all liens, pledges, hypothecations, charges, mortgages, security interests, encumbrances, claims, infringements, interferences, options, right of first refusals, preemptive rights, community property interests or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset) directly or indirectly through one or more subsidiaries, and except for shares of capital stock or other similar ownership interests of subsidiaries of Twin Vee Co. that are owned by certain nominee equity holders as required by the applicable law of the jurisdiction of organization of such subsidiaries (which shares or other interests do not materially impact Twin Vee Co.’s control of such subsidiaries), as of the date of this Agreement, there are no equity securities, partnership interests or similar ownership interests of any class of equity security of any subsidiary of Twin Vee Co., or any security exchangeable or convertible into or exercisable for such equity securities, partnership interests or similar ownership interests, issued, reserved for issuance or outstanding. Except as set forth in *Section 3.3(b)* of the Twin Vee Co. Disclosure Letter or as set forth in *Section 3.3(a)* hereof, there are no subscriptions, options, warrants, equity securities, partnership interests or similar ownership interests, calls, rights (including preemptive rights), commitments or agreements of any character to which Twin Vee Co. or any of its subsidiaries is a party or by which it is bound obligating Twin Vee Co. or any of its subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, or repurchase, redeem or otherwise acquire, or cause the repurchase, redemption or acquisition of, any shares of capital stock, partnership interests or similar ownership interests of Twin Vee Co. or any of its subsidiaries or obligating Twin Vee Co. or any of its subsidiaries to grant, extend, accelerate the vesting of or enter into any such subscription, option, warrant, equity security, call, right, commitment or agreement. As of the date of this Agreement, except as contemplated by this Agreement, there are no registration rights and there is no voting trust, proxy, rights plan, antitakeover plan or other agreement or understanding to which Twin Vee Co. or any of its subsidiaries is a party or by which they are bound with respect to any equity security of any class of Twin Vee Co. or with respect to any equity security, partnership interest or similar ownership interest of any class of any of its subsidiaries.

(c) The shares of Twin Vee Co. Common Stock to be issued pursuant to the Merger, when issued and delivered in accordance with this Agreement, will be duly authorized, validly issued, fully paid and non-assessable and issued in compliance with federal and state securities laws.

3.4 *Authority Relative to this Agreement.* Twin Vee Co. has all necessary corporate power and authority to execute and deliver this Agreement, and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Twin Vee Co. and the consummation by Twin Vee Co. of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Twin Vee Co. and no other corporate proceedings on the part of Twin Vee Co. are necessary to authorize this Agreement, or to consummate the transactions so contemplated. This Agreement has been duly and validly executed and delivered by Twin Vee Co. and, assuming the due authorization, execution and delivery by Twin Vee Inc., constitute legal and binding obligations of Twin Vee Co., enforceable against Twin Vee Co. in accordance with their respective terms.

### 3.5 *No Conflict; Required Filings and Consents.*

(a) The execution and delivery of this Agreement by Twin Vee Co. does not, and the performance of this Agreement by Twin Vee Co. will not (i) conflict with or violate the Certificate of Incorporation, Bylaws or equivalent organizational documents of Twin Vee Co. or any of its subsidiaries, (ii) subject to obtaining the approval of Twin Vee Co.'s stockholders in favor of approval and adoption of this Agreement and approval of the Merger, and obtaining the consents, approvals, authorizations and permits and making the registrations, filings and notifications, set forth in *Section 3.5(b)* hereof (or *Section 3.5(b)* of the Twin Vee Co. Disclosure Letter), to the best of Twin Vee Co.'s knowledge, conflict with or violate any law, rule, regulation, order, judgment or decree applicable to Twin Vee Co. or any of its subsidiaries or by which it or their respective properties are bound or affected, or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair Twin Vee Co.'s or any such subsidiary's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of Twin Vee Co. or any of its subsidiaries pursuant to, any material note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Twin Vee Co. or any of its subsidiaries is a party or by which Twin Vee Co. or any of its subsidiaries or its or any of their respective properties are bound or affected, or (iv) cause the acceleration of any vesting of any awards for or rights to Twin Vee Co. Common Stock or the payment of or the acceleration of payment of any change in control, severance, bonus or other cash payments or issuances of shares of Twin Vee Co. Common Stock, with respect to Twin Vee Co. or any of its subsidiaries, except in the case of clauses (ii) or (iii), to the extent such conflict, violation, breach, default, impairment or other effect could not individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Twin Vee Co. or its subsidiaries.

(b) The execution and delivery of this Agreement by Twin Vee Co. does not, and the performance of this Agreement by Twin Vee Co. will not, require any consent, approval, authorization or permit of, or registration, filing with or notification to, any Governmental Entity, except for (i) applicable requirements, if any, of the Securities Act, the Exchange Act, Blue Sky Laws, and foreign Governmental Entities and the rules and regulations promulgated thereunder, (ii) the filing and recordation of the Certificates of Merger as required by Delaware Law and Florida Law and (iii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, (A) would not prevent consummation of the Merger or otherwise prevent Twin Vee Co. or Sub from performing their respective obligations under this Agreement or (B) could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Twin Vee Co. or its subsidiaries.

3.6 *SEC Filings* Twin Vee Co. has made available to Twin Vee Inc. through EDGAR a correct and complete copy of each report, schedule, registration statement and definitive proxy statement filed by Twin Vee Co. with the SEC on or after January 1, 2021 and prior to the date of this Agreement (the "*Twin Vee Co. SEC Reports*"), which are all the forms, reports and documents required to be filed by Twin Vee Co. with the SEC since such date. The Twin Vee Co. SEC Reports (i) were prepared in accordance with the requirements of the Securities Act or the Exchange Act, as the case may be, and (ii) did not at the time they were filed (or if amended or superseded by a filing prior to the date of this Agreement then on the date of such filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of Twin Vee Co.'s subsidiaries is required to file any reports or other documents with the SEC.

3.7 *Compliance; Permits.* (a) Neither Twin Vee Co. nor any of its subsidiaries is in conflict with, or in default or violation of, (i) any law, rule, regulation, order, judgment or decree applicable to Twin Vee Co. or any of its subsidiaries or by which its or any of their respective properties is bound or affected, or (ii) any material note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Twin Vee Co. or any of its subsidiaries is a party or by which Twin Vee Co. or any of its subsidiaries or its or any of their respective properties is bound or affected, except for any conflicts, defaults or violations that (individually or in the aggregate) would not have a Material Adverse Effect on Twin Vee Co. or its subsidiaries. No investigation or review by any governmental or regulatory body or authority is pending or, to the knowledge of Twin Vee Co., threatened against Twin Vee Co. or its subsidiaries, nor has any governmental or regulatory body or authority indicated an intention to conduct the same, other than, in each such case, those the outcome of which could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Twin Vee Co. or any of its subsidiaries.



(b) Twin Vee Co. and its subsidiaries hold all permits, licenses, variances, exemptions, orders and approvals from Governmental Entities which are material to operation of the business of Twin Vee Co. and its subsidiaries taken as a whole (collectively, the “*Twin Vee Co. Permits*”). Twin Vee Co. and its subsidiaries are in compliance in all material respects with the terms of Twin Vee Co. Permits.

3.8 *No Undisclosed Liabilities.* Neither Twin Vee Co. nor any of its subsidiaries has any liabilities (absolute, accrued, contingent or otherwise) of a nature required to be disclosed on a balance sheet or in the related notes to the consolidated financial statements prepared in accordance with GAAP, which are, individually or in the aggregate, material to the business, results of operations, financial condition or prospects of Twin Vee Co. and its subsidiaries taken as a whole except (i) liabilities provided for in the Twin Vee Co. SEC Filings, (ii) liabilities reflected in the Twin Vee Co. Disclosure Letter, or (iii) liabilities incurred since the date reflected in the Twin Vee Co. SEC Filings in the ordinary course of business.

3.9 *Absence of Certain Changes or Events.* Since the date of the last filed SEC Report, there has not been: (i) any Material Adverse Effect on Twin Vee Co. or any of its subsidiaries, (ii) any declaration, setting aside or payment of any dividend on, or other distribution (whether in cash, stock or property) in respect of, any of Twin Vee Co.’s or any of its subsidiaries’ capital stock, or any purchase, redemption or other acquisition by Twin Vee Co. of any of Twin Vee Co.’s capital stock or any other securities of Twin Vee Co. or its subsidiaries or any options, warrants, calls or rights to acquire any such shares or other securities except for repurchases from employees following their termination pursuant to the terms of their pre-existing stock option or purchase agreements, (iii) any split, combination or reclassification of any of Twin Vee Co.’s or any of its subsidiaries’ capital stock, (iv) any granting by Twin Vee Co. or any of its subsidiaries of any increase in compensation or fringe benefits, except for normal increases of cash compensation in the ordinary course of business consistent with past practice, or any payment by Twin Vee Co. or any of its subsidiaries of any bonus, except for bonuses made in the ordinary course of business consistent with past practice, or any granting by Twin Vee Co. or any of its subsidiaries of any increase in severance or termination pay or any entry by Twin Vee Co. or any of its subsidiaries into any currently effective employment, severance, termination or indemnification agreement or any agreement the benefits of which are contingent or the terms of which are materially altered upon the occurrence of a transaction involving Twin Vee Co. of the nature contemplated hereby, (v) entry by Twin Vee Co. or any of its subsidiaries into any licensing or other agreement with regard to the acquisition or disposition of any Intellectual Property other than licenses in the ordinary course of business consistent with past practice, (vi) any material change by Twin Vee Co. in its accounting methods, principles or practices, except as required by concurrent changes in GAAP, (vii) any revaluation by Twin Vee Co. of any of its assets, including, without limitation, writing down the value of capitalized inventory or writing off notes or accounts receivable, or (viii) any sale of assets of Twin Vee Co. other than in the ordinary course of business.

3.10 *Absence of Litigation.* There are no claims, actions, suits or proceedings pending or, to the knowledge of Twin Vee Co., threatened (or, to the knowledge of Twin Vee Co., any governmental or regulatory investigation pending or threatened) against Twin Vee Co. or any of its subsidiaries or any properties or rights of Twin Vee Co. or any of its subsidiaries, before any Governmental Entity.

### 3.11 *Employee Benefit Plans.*

(a) All employee compensation, incentive, fringe or benefit plans, programs, policies, commitments or other arrangements (whether or not set forth in a written document and including, without limitation, all “employee benefit plans” (within the meaning of Section 3(3) of ERISA) (the “*Twin Vee Co. Plans*”) covering (i) any active or former employee, director or consultant of Twin Vee Co., (ii) any subsidiary of Twin Vee Co., or (iii) any Affiliate, or with respect to which Twin Vee Co. has or, to Twin Vee Co.’s knowledge, may in the future have liability (excluding consideration of Twin Vee Inc. and its subsidiaries as Affiliates following the Effective Time), are listed in *Section 3.11(a)* of the Twin Vee Co. Disclosure Letter. Twin Vee Co. has provided to Twin Vee Inc.: (i) correct and complete copies of all documents embodying each Twin Vee Co. Plan including (without limitation) all amendments thereto, all related trust documents, and all material written agreements and contracts relating to each such Twin Vee Co. Plan; (ii) the three (3) most recent annual reports (Form Series 5500 and all schedules and financial statements attached thereto), if any, required under ERISA or the Code in connection with each Twin Vee Co. Plan; (iii) the most recent summary plan description together with the summary(ies) of material modifications thereto, if any, required under ERISA with respect to each Twin Vee Co. Plan; (iv) all IRS determination, opinion, notification and advisory letters, and all applications and correspondence to or from the IRS or the DOL with respect to such application or letter; (v) all material correspondence to or from any governmental agency relating to any Twin Vee Co. Plan; (vi) all COBRA forms and related notices within the last three (3) years; (vii) all discrimination tests for each Twin Vee Co. Plan for the most recent three (3) plan years; (viii) the most recent annual actuarial valuations, if any, prepared for each Twin Vee Co. Plan; (ix) if the Twin Vee Co. Plans is funded, the most recent annual and periodic accounting of Twin Vee Co. Plan assets; (x) all material written agreements and contracts relating to each Twin Vee Co. Plan, including, but not limited to, administrative service agreements, group annuity contracts and group insurance contracts; (xi) all material communications to employees or former employees within the last three (3) years relating to any amendments, terminations, establishments, increases or decreases in benefits, acceleration of payments or vesting schedules or other events which would result in any material liability under any Twin Vee Co. Plan or proposed Twin Vee Co. Plan; (xii) all policies pertaining to fiduciary liability insurance covering the fiduciaries for each Twin Vee Co. Plan; and (xiii) all registration statements, annual reports (Form 11-K and all attachments thereto) and prospectuses prepared in connection with any Twin Vee Co. Plan.

(b) Each Twin Vee Co. Plan has been maintained and administered in all material respects in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations (foreign or domestic), including but not limited to ERISA or the Code, which are applicable to such Twin Vee Co. Plans. No suit, action or other litigation (excluding claims for benefits incurred in the ordinary course of Twin Vee Co. Plan activities) has been brought, or to the knowledge of Twin Vee Co. is threatened, against or with respect to any such Twin Vee Co. Plan. There are no audits, inquiries or proceedings pending or, to the knowledge of Twin Vee Co., threatened by the Internal Revenue Service or Department of Labor with respect to any Twin Vee Co. Plans. All contributions, reserves or premium payments required to be made or accrued as of the date hereof to the Twin Vee Co. Plans have been timely made or accrued. *Section 3.11(b)* of the Twin Vee Co. Disclosure Letter includes a listing of the accrued vacation liability of Twin Vee Co. and its subsidiaries as of December 31, 2011. Any Twin Vee Co. Plan intended to be qualified under Section 401(a) of the Code and each trust intended to qualify under Section 501(a) of the Code (i) has either obtained a favorable determination, notification, advisory and/or opinion letter, as applicable, as to its qualified status from the Internal Revenue Service or still has a remaining period of time under applicable Treasury Regulations or Internal Revenue Service pronouncements in which to apply for such letter and to make any amendments necessary to obtain a favorable determination, and (ii) incorporates or has been amended to incorporate all provisions required to comply with the Tax Reform Act of 1986 and subsequent legislation. Twin Vee Co. does not have any plan or commitment to establish any new Twin Vee Co. Plan, to modify any Twin Vee Co. Plan (except to the extent required by law or to conform any such Twin Vee Co. Plan to the requirements of any applicable law, in each case as previously disclosed to Twin Vee Co. in writing, or as required by this Agreement), or to enter into any new Twin Vee Co. Plan. Each Twin Vee Co. Plan can be amended, terminated or otherwise discontinued after the Effective Time in accordance with its terms, without liability to Twin Vee Co. or any of its Affiliates (other than ordinary administration expenses).

(c) Neither Twin Vee Co., any of its subsidiaries, nor any of their Affiliates has at any time ever maintained, established, sponsored, participated in, or contributed to any plan subject to Title IV of ERISA or Section 412 of the Code and at no time has Twin Vee Co. or any of its subsidiaries contributed to or been requested to contribute to any “multiemployer plan,” as such term is defined in ERISA or to any plan described in Section 413(c) of the Code. Neither Twin Vee Co., any of its subsidiaries, nor any officer or director of Twin Vee Co. or any of its subsidiaries is subject to any liability or penalty under Section 4975 through 4980B of the Code or Title I of ERISA. There are no audits, inquiries or proceedings pending or, to the knowledge of Twin Vee Co., threatened by the IRS or DOL with respect to any Twin Vee Co. Plan. No “prohibited transaction,” within the meaning of Section 4975 of the Code or Sections 406 and 407 of ERISA, and not otherwise exempt under Section 408 of ERISA, has occurred with respect to any Twin Vee Co. Plan.

(d) Neither Twin Vee Co., any of its subsidiaries, nor any of their Affiliates has, prior to the Effective Time and in any material respect, violated any of the health continuation requirements of COBRA, the requirements of Family Medical Leave Act of 1993, as amended, the requirements of the Women's Health and Cancer Rights Act, as amended, the requirements of the Newborns' and Mothers' Health Protection Act of 1996, as amended, or any similar provisions of state law applicable to employees of Twin Vee Co. or any of its subsidiaries. None of the Twin Vee Co. Plans promises or provides retiree medical or other retiree welfare benefits to any person except as required by applicable law and neither Twin Vee Co. nor any of its subsidiaries has represented, promised or contracted (whether in oral or written form) to provide such retiree benefits to any employee, former employee, director, consultant or other person, except to the extent required by statute.

(e) Neither Twin Vee Co. nor any of its subsidiaries is bound by or subject to (and none of its respective assets or properties is bound by or subject to) any arrangement with any labor union. No employee of Twin Vee Co. or any of its subsidiaries is represented by any labor union or covered by any collective bargaining agreement and, to the knowledge of Twin Vee Co., no campaign to establish such representation is in progress. There is no pending or, to the knowledge of Twin Vee Co., threatened labor dispute involving Twin Vee Co. or any of its subsidiaries and any group of its employees nor has Twin Vee Co. or any of its subsidiaries experienced any labor interruptions over the past three (3) years, and Twin Vee Co. and its subsidiaries consider their relationships with their employees to be good. Twin Vee Co. and its subsidiaries are in compliance in all material respects with all applicable foreign, federal, state and local laws, rules and regulations regarding employment, employment practices, terms and conditions of employment and wages and hours.

(f) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any stockholder, director or employee of Twin Vee Co. or any of its subsidiaries under any Twin Vee Co. Plan or otherwise, (ii) materially increase any benefits otherwise payable under any Twin Vee Co. Plan, or (iii) result in the acceleration of the time of payment or vesting of any such benefits.

(g) No payment or benefit that will or may be made by Twin Vee Co. or its Affiliates with respect to any employee will be characterized as a "parachute payment" within the meaning of Section 280G of the Code.

(h) Neither Twin Vee Co. nor any subsidiary has or is required to have an International Employee Plan.

(i) Except as set forth in *Section 3.11(i)* of the Twin Vee Co. Disclosure Letter, no Twin Vee Co. Plan provides, reflects or represents any liability to provide retiree health benefit to any person for any reason, except as may be required by COBRA or other applicable statute, and Twin Vee Co. has never represented, promised or contracted (whether in oral or written form) to any employee (either individually or to employees as a group) or any other person that such employee(s) or other person would be provided with retiree health benefits, except to the extent required by statute.

3.12 *Labor Matters.* (i) There are no controversies pending or, to the knowledge of each of Twin Vee Co. and its respective subsidiaries, threatened, between Twin Vee Co. or any of its subsidiaries and any of their respective employees; (ii) as of the date of this Agreement, neither Twin Vee Co. nor any of its subsidiaries is a party to any collective bargaining agreement or other labor union contract applicable to persons employed by Twin Vee Co. or its subsidiaries nor does Twin Vee Co. or its subsidiaries know of any activities or proceedings of any labor union to organize any such employees; and (iii) as of the date of this Agreement, neither Twin Vee Co. nor any of its subsidiaries has any knowledge of any strikes, slowdowns, work stoppages or lockouts, or threats thereof, by or with respect to any employees of Twin Vee Co. or any of its subsidiaries.

3.13 *Registration Statement; Joint Proxy Statement/Prospectus.* None of the information supplied or to be supplied by Twin Vee Co. for inclusion or incorporation by reference in (i) the Registration Statement will, at the time the Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading; and (ii) the Joint Proxy Statement/Prospectus will, at the dates mailed to the stockholders of Twin Vee Inc. and Twin Vee Co., at the time of the Twin Vee Inc. Stockholders' Meeting and Twin Vee Co. Stockholders' Meeting and as of the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Registration Statement will comply as to form in all material respects with the provisions of the Securities Act and the rules and regulations promulgated by the SEC thereunder. Notwithstanding the foregoing, Twin Vee Co. makes no representation or warranty with respect to any information supplied by Twin Vee Inc. which is contained in any of the foregoing documents.

3.14 *Restrictions on Business Activities.* There is no agreement, commitment, judgment, injunction, order or decree binding upon Twin Vee Co. or any of its subsidiaries or to which Twin Vee Co. or any of its subsidiaries is a party or any of its subsidiaries which has or could reasonably be expected to have the effect, in any material respect, of prohibiting or impairing any present business practice of Twin Vee Co. or any of its subsidiaries, any acquisition of property by Twin Vee Co. or any of its subsidiaries or the conduct of business by Twin Vee Co. or any of its subsidiaries as currently conducted.

3.15 *Title to Property.* Except as set forth on *Section 3.15* of the Twin Vee Co. Disclosure Letter, neither Twin Vee Co. nor any of its subsidiaries owns any material real property. Except as set forth on *Section 3.15* of the Twin Vee Co. Disclosure Letter, Twin Vee Co. and each of its subsidiaries have good and defensible title to all of their material real and personal properties and assets, free and clear of all liens, charges and encumbrances except liens for taxes not yet due and payable and such liens or other imperfections of title, if any, as do not materially detract from the value of or interfere with the present use of the property affected thereby; and all leases pursuant to which Twin Vee Co. or any of its subsidiaries lease from others material amounts of real or personal property are in good standing, valid and effective in accordance with their respective terms, and there is not, under any of such leases, any existing material default or event of default (or any event which with notice or lapse of time, or both, would constitute a material default and in respect of which Twin Vee Co. or subsidiary has not taken adequate steps to prevent such default from occurring). All the plants, structures and equipment owned by or being acquired under a capital lease by the Twin Vee Co. and its subsidiaries, except such as may be under construction, are in good operating condition and repair, in all material respects, subject to normal wear and tear.

3.16 *Taxes.*

(a) Twin Vee Co. and each of its subsidiaries have timely filed all federal, state, local and foreign returns, estimates, information statements and reports ("*Twin Vee Co. Returns*") relating to Taxes required to be filed by Twin Vee Co. and each of its subsidiaries with any Tax authority, except such Twin Vee Co. Returns which are not material to Twin Vee Co. Such Twin Vee Co. Returns are true and correct in all material respects, have been completed in accordance with applicable law, and all Taxes shown to be due on such Twin Vee Co. Returns have been paid. There are no liens for Taxes (other than Taxes not yet due and payable) upon any assets of Twin Vee Co. or any of its subsidiaries.

(b) Twin Vee Co. and each of its subsidiaries as of the Effective Time will have withheld with respect to its employees all federal and state income taxes, Taxes pursuant to FICA, Taxes pursuant to FUTA and other Taxes required to be withheld.

(c) Neither Twin Vee Co. nor any of its subsidiaries has been delinquent in the payment of any material Tax nor is there any material Tax deficiency outstanding, proposed or assessed against Twin Vee Co. or any of its subsidiaries, nor has Twin Vee Co. or any of its subsidiaries executed any unexpired waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax.

(d) No audit or other examination of any Twin Vee Co. Return or any of its subsidiaries by any Tax authority is presently in progress, nor has Twin Vee Co. or any of its subsidiaries been notified of any request for such an audit or other examination.

(e) No adjustment relating to any Twin Vee Co. Returns or any of its subsidiaries has been proposed in writing formally or informally by any Tax authority to Twin Vee Co. or any of its subsidiaries or any representative thereof.

(f) Neither Twin Vee Co. nor any of its subsidiaries has any liability for any material unpaid Taxes which has not been accrued for or reserved on the financial statements included in the Twin Vee Co. SEC Filings in accordance with GAAP, whether asserted or unasserted, contingent or otherwise, which is material to Twin Vee Co., other than any liability for unpaid Taxes that may have accrued since the date of the Twin Vee Co. SEC Filings in connection with the operation of the business of Twin Vee Co. and its subsidiaries in the ordinary course.

(g) There is no contract, agreement, plan or arrangement to which Twin Vee Co. or any of its subsidiaries is a party as of the date of this Agreement, including but not limited to the provisions of this Agreement, covering any employee or former employee of Twin Vee Co. or any of its subsidiaries that, individually or collectively, would reasonably be expected to give rise to the payment of any amount that would not be deductible pursuant to Sections 280G, 404 or 162(m) of the Code. There is no contract, agreement, plan or arrangement to which Twin Vee Co. is a party or by which it is bound to compensate any individual for excise taxes paid pursuant to Section 4999 of the Code.

(h) Neither Twin Vee Co. nor any of its subsidiaries has filed any consent agreement under Section 341(f) of the Code or agreed to have Section 341(f)(2) of the Code apply to any disposition of a subsection (f) asset (as defined in Section 341(f)(4) of the Code) owned by Twin Vee Co. or any of its subsidiaries.

(i) Except as set forth on *Schedule 3.16(i)* of the Twin Vee Co. Disclosure Letter, neither Twin Vee Co. nor any of its subsidiaries is party to or has any obligation under any tax-sharing, tax indemnity or tax allocation agreement or arrangement.

(j) None of Twin Vee Co.'s or its subsidiaries' assets are tax exempt use property within the meaning of Section 168(h) of the Code.

(k) Neither Twin Vee Co. nor any subsidiary of Twin Vee Co. has participated as either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code.

3.17 *Environmental Matters.* Except as set forth on *Section 3.17* of the Twin Vee Co. Disclosure Letter, the operations of Twin Vee Co. and each of its subsidiaries are and have been in compliance in all material respects with all applicable Environmental Laws, which compliance includes obtaining, maintaining in good standing and complying in all material respects with all Environmental Permits and no action or proceeding is pending or threatened to revoke, modify or terminate any such Environmental Permit, and, to the knowledge of Twin Vee Co., no facts, circumstances or conditions currently exist that could adversely affect such continued compliance with Environmental Laws and Environmental Permits or require currently unbudgeted capital expenditures to achieve or maintain such continued compliance with Environmental Laws and Environmental Permits.

3.18 *Brokers.* Twin Vee Co. has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders fees or agent's commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

3.19 *Intellectual Property.*

(a) For the purposes of this Agreement, the following terms have the following definitions:

(i) "*Twin Vee Co. Intellectual Property*" shall mean any Intellectual Property that is owned by, or exclusively licensed to, Twin Vee Co. or any of its subsidiaries.

(ii) "*Twin Vee Co. Registered Intellectual Property*" means all of the Registered Intellectual Property owned by, or filed in the name of, Twin Vee Co. or any of its subsidiaries.

(b) *Section 3.19(b)* of the Twin Vee Co. Disclosure Letter contains a complete and accurate list of (i) all Twin Vee Co. Registered Intellectual Property and specifies, where applicable, the jurisdictions in which each such item of Twin Vee Co. Registered Intellectual Property has been issued or registered, and (ii) all proceedings or actions before any court or tribunal (including the PTO) or equivalent authority anywhere else in the world) related to any of Twin Vee Co. Registered Intellectual Property.

(c) *Section 3.19(c)* of the Twin Vee Co. Disclosure Letter contains a complete and accurate list (by name and version number) of all products, software or service offerings of Twin Vee Co. or any of its subsidiaries (collectively, “*Twin Vee Co. Products*”) that have been sold, distributed or otherwise disposed of in the five (5)-year period preceding the date hereof or which Twin Vee Co. or any of its subsidiaries currently intends to sell, distribute or otherwise dispose of in the future, including any products or service offerings under development.

(d) No Twin Vee Co. Intellectual Property or Twin Vee Co. Product is subject to any proceeding or outstanding decree, order, judgment, contract, license, agreement, or stipulation restricting in any manner the use, transfer, or licensing thereof by Twin Vee Co. or any of its subsidiaries, or which may affect the validity, use or enforceability of such Twin Vee Co. Intellectual Property or Twin Vee Co. Product.

(e) Each item of Twin Vee Co. Registered Intellectual Property is valid and subsisting, all necessary registration, maintenance and renewal fees currently due in connection with such Twin Vee Co. Registered Intellectual Property have been made and all necessary documents, recordations and certificates in connection with such Twin Vee Co. Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of prosecuting, maintaining or perfecting such Twin Vee Co. Registered Intellectual Property.

(f) *Section 3.19(f)* of the Twin Vee Co. Disclosure Letter contains a complete and accurate list of all actions that are required to be taken by Twin Vee Co. within ninety (90) days of the date hereof with respect to any of Twin Vee Co. Registered Intellectual Property.

(g) Twin Vee Co. owns and has good and exclusive title to each item of Twin Vee Co. Intellectual Property owned by it, free and clear of any lien or encumbrance (excluding non-exclusive licenses and related restrictions granted in the ordinary course). Without limiting the generality of the foregoing, (i) to the knowledge of Twin Vee Co., Twin Vee Co. is the exclusive owner of all trademarks and trade names used in connection with the operation or conduct of the business of Twin Vee Co. and its subsidiaries, including the sale, distribution or provision of any Twin Vee Co. Products by Twin Vee Co. or any of its subsidiaries, (ii) Twin Vee Co. owns exclusively, and has good title to, all copyrighted works that are included or incorporated into Twin Vee Co. Products or which Twin Vee Co. or any of its subsidiaries otherwise purports to own, and (iii) to the knowledge of Twin Vee Co., except as set forth on *Schedule 3.19(g)* of the Twin Vee Co. Disclosure Letter, the manufacture, sale or use of Twin Vee Co. Products does not infringe any patents.

(h) To the extent that any technology, software or Intellectual Property has been developed or created independently or jointly by a third party for Twin Vee Co. or any of its subsidiaries, or is incorporated into any of Twin Vee Co. Products, Twin Vee Co. and its subsidiaries have a written agreement with such third party with respect thereto and Twin Vee Co. and its subsidiaries thereby either (i) have obtained ownership of, and is the exclusive owner of, or (ii) have obtained perpetual, irrevocable, worldwide non-terminable licenses (sufficient for the conduct of its business as currently conducted and as proposed to be conducted) to all such third party’s Intellectual Property in such work, material or invention by operation of law or by valid assignment or license, to the fullest extent it is legally possible to do so.

(i) Neither Twin Vee Co. nor any of its subsidiaries has transferred ownership of, or granted any exclusive license with respect to, any Intellectual Property that is or was Twin Vee Co. Intellectual Property, to any third party, or knowingly permitted Twin Vee Co.’s rights in such Twin Vee Co. Intellectual Property to lapse or enter the public domain other than for trademarks for Twin Vee Co. Products no longer sold by Twin Vee Co. for which Twin Vee Co. has let the applicable trademark rights become abandoned in Twin Vee Co.’s ordinary course of business.

(j) Other than “shrink wrapped” and similar widely available commercial end-user licenses, *Section 3.19(j)* of the Twin Vee Co. Disclosure Letter contains a complete and accurate list of all contracts, licenses and agreements to which Twin Vee Co. or any of its subsidiaries is a party (i) with respect to Twin Vee Co. Intellectual Property licensed or transferred to any third party, or (ii) pursuant to which a third party has licensed or transferred any material Intellectual Property to Twin Vee Co. or any of its subsidiaries.

(k) All contracts, licenses and agreements relating to either (i) Twin Vee Co. Intellectual Property or (ii) Intellectual Property of a third party licensed to Twin Vee Co. or any of its subsidiaries, are, to the knowledge of Twin Vee Co., in full force and effect. The consummation of the transactions contemplated by this Agreement will neither violate nor result in the breach, modification, cancellation, termination, suspension of, or acceleration of any payments with respect to, such contracts, licenses and agreements. Each of Twin Vee Co. and its subsidiaries is in material compliance with, and has not materially breached any term of any such contracts, licenses and agreements and, to the knowledge of Twin Vee Co., all other parties to such contracts, licenses and agreements are in compliance with, and have not materially breached any term of, such contracts, licenses and agreements. Following the Closing Date, the Surviving Corporation will be permitted to exercise all of Twin Vee Co.'s and its subsidiaries' rights under such contracts, licenses and agreements to the same extent Twin Vee Co. and its subsidiaries would have been able to had the transactions contemplated by this Agreement not occurred and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments which Twin Vee Co. or any of its subsidiaries would otherwise be required to pay. Following the Effective Time, the Surviving Corporation and its subsidiaries will be permitted to exercise all of Twin Vee Co.'s and its subsidiaries' rights under such contracts, licenses and agreements to the same extent as Twin Vee Co. and its subsidiaries would have been able to had the transactions contemplated by this Agreement not occurred and without being required to pay any additional amounts or consideration other than fees, royalties or payments which Twin Vee Co. or its subsidiaries would otherwise be required to pay had such transactions contemplated hereby not occurred.

(l) The operation of the business of Twin Vee Co. and its subsidiaries as such business currently is conducted and reasonably contemplated to be conducted, including (i) Twin Vee Co.'s and its subsidiaries' design, development, manufacture, distribution, reproduction, marketing or sale of the products, software or services of Twin Vee Co. and its subsidiaries (including Twin Vee Co. Products), and (ii) except as set forth on *Schedule 3.19(l)* of the Twin Vee Co. Disclosure Letter, Twin Vee Co.'s use of any product, device or process, to the knowledge of Twin Vee Co., has not, does not and will not infringe or misappropriate the Intellectual Property of any third party or, to its knowledge, constitute unfair competition or trade practices under the laws of any jurisdiction.

(m) Twin Vee Co. Intellectual Property constitutes all the Intellectual Property owned by Twin Vee Co. or exclusively licensed to Twin Vee Co. and used in and/or necessary to the conduct of the business of Twin Vee Co. and its subsidiaries as it currently is conducted, and as it is currently planned or contemplated to be conducted by Twin Vee Co. and its subsidiaries, including, without limitation, the design, development, manufacture, use, import and sale of products, technology and performance of services (including Twin Vee Co. Products).

(n) Neither Twin Vee Co. nor any of its subsidiaries has received notice from any third party that the operation of the business of Twin Vee Co. or any of its subsidiaries or any act, product or service of Twin Vee Co. or any of its subsidiaries, infringes or misappropriates the Intellectual Property of any third party or constitutes unfair competition or trade practices under the laws of any jurisdiction.

(o) To the knowledge of Twin Vee Co., except as set forth on *Schedule 3.19(o)* of the Twin Vee Co. Disclosure Letter, no person has or is infringing or misappropriating any Twin Vee Co. Intellectual Property.

(p) Twin Vee Co. and each of its subsidiaries has taken reasonable steps to protect Twin Vee Co.'s and its subsidiaries' rights in Twin Vee Co.'s confidential information and trade secrets that it wishes to protect or any trade secrets or confidential information of third parties provided to Twin Vee Co. or any of its subsidiaries, and, without limiting the foregoing, each of Twin Vee Co. and its subsidiaries has and enforces a policy requiring each employee and contractor to execute a proprietary information/confidentiality agreement substantially in the form provided to Twin Vee Co. and all current and former employees and contractors of Twin Vee Co. and any of its subsidiaries have executed such an agreement, except where the failure to do so is not reasonably expected to be material to Twin Vee Co.

### 3.20 *Agreements, Contracts and Commitments*

(a) Except as set forth on *Section 3.20* of the Twin Vee Co. Disclosure Letter, neither Twin Vee Co. nor any of its subsidiaries is a party to or is bound by:

(i) any employment or consulting agreement, contract or commitment with any officer or director or higher level employee or member of Twin Vee Co.'s Board of Directors, other than those that are terminable by Twin Vee Co. or any of its subsidiaries on no more than thirty (30) days notice without liability or financial obligation to Twin Vee Co.;

(ii) any agreement or plan, including, without limitation, any stock option plan, stock appreciation right plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement;

(iii) any agreement of indemnification or any guaranty other than any agreement of indemnification entered into in connection with the sale, license, distribution, reselling or other transfer of software products in the ordinary course of business or in connection with the provision of services in the ordinary course of business;

(iv) any agreement, contract or commitment containing any covenant limiting in any respect the right of Twin Vee Co. or any of its subsidiaries to engage in any line of business presently conducted by Twin Vee Co. or any subsidiary, or to compete with any person or granting any exclusive distribution rights;

(v) any agreement, contract or commitment currently in force relating to the disposition or acquisition by Twin Vee Co. or any of its subsidiaries after the date of this Agreement of a material amount of assets not in the ordinary course of business or pursuant to which Twin Vee Co. or any of its subsidiaries has any material ownership interest in any corporation, partnership, joint venture or other business enterprise other than Twin Vee Co.'s subsidiaries;

(vi) any dealer, distributor, joint marketing or development agreement currently in force under which Twin Vee Co. or any of its subsidiaries have continuing material obligations to jointly market any product, technology or service and which may not be canceled without penalty upon notice of sixty (60) days or less, or any material agreement pursuant to which Twin Vee Co. or any of its subsidiaries have continuing material obligations to jointly develop any intellectual property that will not be owned, in whole or in part, by Twin Vee Co. or any of its subsidiaries and which may not be canceled without penalty upon notice of sixty (60) days or less;

(vii) any agreement, contract or commitment currently in force to provide source code to any third party for any product or technology that is material to Twin Vee Co. and its subsidiaries taken as a whole;

(viii) any agreement, contract or commitment currently in force to license any third party to manufacture or reproduce any Twin Vee Co. product, service or technology or any agreement, contract or commitment currently in force to sell or distribute any Twin Vee Co. product, services or technology, except agreements with manufacturers or distributors or sales representative in the normal course of business cancelable without penalty upon written notice of sixty (60) days or less;

(ix) any mortgages, indentures, guarantees, loans or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit;

(x) any material settlement agreement entered into within three (3) years prior to the date of this Agreement; or

(xi) any other material agreement, contract or commitment currently in force that is outside the ordinary course of business and that has a value of \$250,000 or more within a twelve (12) month period in any individual case.

(b) Neither Twin Vee Co. nor any of its subsidiaries, nor to Twin Vee Co.'s knowledge any other party to a Twin Vee Co. Contract (as defined below), is in material breach, violation or default under, and neither Twin Vee Co. nor any of its subsidiaries has received written notice that it has breached, violated or defaulted under, any of the material terms or conditions of any of the agreements, contracts or commitments to which Twin Vee Co. or any of its subsidiaries is a party or by which it is bound that are required to be set forth in the Twin Vee Co. Disclosure Letter (any such agreement, contract or commitment, a "*Twin Vee Co. Contract*") in such a manner as would permit any other party to cancel or terminate any such Twin Vee Co. Contract, or would permit any other party to seek material damages or other remedies (for any or all of such breaches, violations or defaults, in the aggregate).



3.21 *Insurance.* Twin Vee Co. maintains insurance policies and fidelity bonds covering the assets, business, equipment, properties, operations, employees, officers and directors of Twin Vee Co. and its subsidiaries (collectively, the “*Twin Vee Co. Insurance Policies*”) which are of the type and in amounts customarily carried by persons conducting businesses similar to those of Twin Vee Co. and its subsidiaries. There is no material claim by Twin Vee Co. or any of its subsidiaries pending under any of the Twin Vee Co. Insurance Policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. Twin Vee Co. is not aware of, and has not received notice under any Twin Vee Co. Insurance Policies of, (i) an insurer’s intention or threat to cancel or terminate any of the Twin Vee Co. Insurance Policies, (ii) an insurer’s intention or threat to increase the premiums due under any of the Twin Vee Co. Insurance Policies.

3.22 *Board Approval.* The Board of Directors of Twin Vee Co. has, as of the date of this Agreement, (i) approved this Agreement and the transactions contemplated hereby, subject to stockholder approval, (ii) determined that the Merger is fair to and in the best interests of the stockholders of Twin Vee Co., and (iii) recommended that the stockholders of Twin Vee Co. approve and adopt this Agreement and approve the Merger.

#### **ARTICLE IV CONDUCT PRIOR TO THE EFFECTIVE TIME**

##### **4.1 *Conduct of Business by Twin Vee Inc.***

(a) During the period commencing with the execution and delivery of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to its terms or the Effective Time, the parties and each of its subsidiaries shall, except to the extent that the other parties shall otherwise consent in writing, carry on its business, in the usual, regular and ordinary course, in substantially the same manner as heretofore conducted and in compliance with all applicable laws and regulations, pay its debts and taxes when due subject to good faith disputes over such debts or taxes, pay or perform other material obligations when due, and use its commercially reasonable efforts consistent with past practices and policies to (i) preserve intact its present business organization, (ii) keep available the services of its present officers and employees and (iii) preserve its relationships with customers, suppliers, distributors, licensors, licensees, and others with which it has business dealings. In addition, the parties will promptly notify each other of any material event involving its business or operations.

(b) Except as permitted or required by the terms of this Agreement, during the period commencing with the execution and delivery of this Agreement and continuing until the earlier of the termination of this Agreement pursuant to its terms or the Effective Time, Twin Vee Inc. shall not do any of the following, and shall not permit any of its subsidiaries to do any of the following, except to the extent that the other party shall otherwise consent in writing:

(i) purchase, redeem or otherwise acquire, directly or indirectly, any shares of capital stock, except repurchases of unvested shares at cost in connection with the termination of the employment relationship with any employee pursuant to stock option or purchase agreements in effect on the date hereof;

(ii) acquire or agree to acquire by merging or consolidating with, or by purchasing any equity interest in or a portion of the assets of, or by any other manner, any business or any corporation, limited liability company, general or limited partnership, business trust, unincorporated association or other business organization, entity or division thereof, or otherwise acquire or agree to acquire all or substantially all of the assets of any of the foregoing, or enter into any joint ventures, strategic partnerships or similar alliances;

(iii) incur or enter into any agreement, contract or other commitment or arrangement requiring such party or any of its subsidiaries to make payments in excess of \$500,000 in any individual case, or \$1,000,000 in the aggregate;

(iv) engage in any action that could reasonably be expected to cause the Merger to fail to qualify as a “reorganization” under Section 368(a) of the Code, whether or not otherwise permitted by the provisions of this *Article IV*;

(v) engage in any action with the intent to, directly or indirectly, adversely impact or materially delay the consummation of the Merger or any of the other transactions contemplated by this Agreement; or

(vi) agree in writing or otherwise to take any of the actions described in *Section 4.1(b)(i)* through *Section 4.1(b)(v)*, inclusive.

(c) Notwithstanding anything contained in this *Article IV*, it is expressly agreed and understood that any action which might otherwise fall within the description of *Section 4.1(a)* or *4.1(b)*, but which could not be reasonably expected to materially affect the business, operations or value of such party, shall not be prohibited by *Article IV*; provided, however, that prompt notice of any such actions shall be provided by the party taking such action to the other.

## ARTICLE V ADDITIONAL AGREEMENTS

### 5.1 *Joint Proxy Statement/Prospectus; Registration Statement; Other Filings; Board Recommendations.*

(a) As promptly as practicable after the execution of this Agreement, Twin Vee Inc. and Twin Vee Co. shall prepare and file with the SEC a Joint Proxy Statement/Prospectus to be delivered to the stockholders of Twin Vee Inc. in connection with the Merger (the “*Joint Proxy Statement/Prospectus*”), and Twin Vee Co. shall prepare and file with the SEC a registration statement on Form S-4, in which the Joint Proxy Statement/Prospectus will be included as a prospectus, in connection with the issuance of Twin Vee Co. Common Stock in or as a result of the Merger (the “*Registration Statement*”). Each of Twin Vee Inc. and Twin Vee Co. shall promptly provide all such information concerning its business and financial statements and affairs as reasonably may be required or appropriate for inclusion in the Joint Proxy Statement/Prospectus or the Registration Statement, or in any amendments or supplements thereto, and to cause its counsel and auditors to cooperate with the other party’s counsel and auditors in the preparation of the Joint Proxy Statement/Prospectus and the Registration Statement. Each of Twin Vee Inc. and Twin Vee Co. shall respond to any comments of the SEC, and shall use its respective commercially reasonable efforts to have the Registration Statement declared or ordered effective under the Securities Act as promptly as practicable after such filing. Each of Twin Vee Inc. and Twin Vee Co. shall cause the Joint Proxy Statement/Prospectus to be mailed to its stockholders at the earliest practicable time after the Registration Statement is declared or ordered effective by the SEC. As promptly as practicable after the date of this Agreement, each of Twin Vee Inc. and Twin Vee Co. shall prepare and file any other filings required to be filed by it under the Exchange Act, the Securities Act or any other Federal, foreign, state “blue sky” or related laws, rules or regulations relating to the Merger and the transactions contemplated by this Agreement, including any required filings with the Financial Industry Regulatory Authority (“*FINRA*”) or the principal market on which its securities are listed or traded (the “*Other Filings*”). Each of Twin Vee Inc. and Twin Vee Co. shall promptly supply upon the receipt of any comments from the SEC or its staff or any other government officials and of any request by the SEC or its staff or any other government officials for amendments or supplements to the Registration Statement, the Joint Proxy Statement/Prospectus or any Other Filing, or for additional information and shall supply the other with copies of all correspondence between such party or any of its representatives, on the one hand, and the SEC or its staff or any other government officials, on the other hand, with respect to the Registration Statement, the Joint Proxy Statement/Prospectus, the Merger or any Other Filing. Each of Twin Vee Inc. and Twin Vee Co. shall cause all documents that it is responsible for filing with the SEC or other regulatory authorities under this *Section 5.1(a)* to comply in all material respects with all applicable requirements of law and the rules and regulations promulgated thereunder. Whenever any event occurs that is required to be set forth in an amendment or supplement to the Joint Proxy Statement/Prospectus, the Registration Statement or any Other Filing, Twin Vee Inc. or Twin Vee Co., as the case may be, shall promptly inform the other of such occurrence and cooperate in filing with the SEC or its staff or any other government officials, and/or mailing to the stockholders of Twin Vee Inc. and Twin Vee Co., such amendment or supplement.

(b) The Joint Proxy Statement/Prospectus shall include the recommendation of each of the Boards of Directors of Twin Vee Inc. and Twin Vee Co. in favor of adoption and approval of this Agreement and approval of the Merger.

5.2 *Meeting of Twin Vee Inc. Stockholders.*

(a) Promptly after the date hereof, Twin Vee Inc. shall take all action necessary in accordance with Florida Law and its Articles of Incorporation and Bylaws to convene a meeting of the stockholders of Twin Vee Inc. (the "*Twin Vee Inc. Stockholders' Meeting*") to be held as promptly as practicable, and in any event (to the extent permissible under Florida Law and the Certificate of Incorporation and Bylaws of Twin Vee Inc.) within forty-five (45) calendar days, following the declaration of effectiveness of the Registration Statement, for the purpose of voting upon this Agreement and the approval of the Merger. Twin Vee Inc. shall use its reasonable best efforts to solicit from its stockholders proxies in favor of the adoption and approval of this Agreement and the approval of the Merger, and shall take all other action necessary or advisable to secure the vote or consent of its stockholders required by Florida Law to obtain such approvals. Twin Vee Inc. may adjourn or postpone Twin Vee Inc. Stockholders' Meeting (i) if and to the extent necessary to ensure that any necessary supplement or amendment to the Joint Proxy Statement/Prospectus is provided to Twin Vee Inc.'s stockholders in advance of a vote on this Agreement and the Merger, or (ii) if, as of the time for which Twin Vee Inc. Stockholders' Meeting is originally scheduled (as set forth in the Joint Proxy Statement/Prospectus), there are insufficient shares of Twin Vee Inc. Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of Twin Vee Inc. Stockholders' Meeting. Twin Vee Inc. shall ensure that Twin Vee Inc. Stockholders' Meeting is called, noticed, convened, held and conducted, and that all proxies solicited by Twin Vee Inc. in connection with Twin Vee Inc. Stockholders' Meeting are solicited, in compliance with Florida Law, and the Articles of Incorporation and Bylaws of Twin Vee Inc., and all other applicable legal requirements. Notwithstanding anything to the contrary contained in this Agreement, Twin Vee Inc.'s obligation to call, give notice of, convene and hold Twin Vee Inc. Stockholders' Meeting in accordance with this Section 5.2(a) shall not be limited to or otherwise affected by the commencement, disclosure, announcement or submission to Twin Vee Inc. of any Acquisition Proposal (as defined below), or by any withholding, withdrawal, amendment, modification or change of the recommendation of the Board of Directors of Twin Vee Inc. with respect to this Agreement and/or the Merger.

(b) The Joint Proxy Statement/Prospectus shall include a statement to the effect that the Board of Directors of Twin Vee Inc. has recommended that Twin Vee Inc.'s stockholders vote in favor of and adopt and approve this Agreement and approve the Merger at Twin Vee Inc. Stockholders' Meeting; ; and neither the Board of Directors of Twin Vee Inc. nor any committee thereof shall withhold, withdraw, amend, modify, change or propose or resolve to withhold, withdraw, amend, modify or change in a manner adverse to Twin Vee Co., the recommendation of the Board of Directors of Twin Vee Inc. that Twin Vee Inc.'s stockholders vote in favor of and adopt and approve this Agreement and approve the Merger.

5.3 *Meeting of Twin Vee Co. Stockholders.*

(a) Promptly after the date hereof, Twin Vee Co. shall take all action necessary in accordance with Delaware Law and the Certificate of Incorporation and Bylaws of Twin Vee Co. to convene a meeting of the stockholders of Twin Vee Co. (the "*Twin Vee Co. Stockholders' Meeting*") to be held as promptly as practicable, and in any event (to the extent permissible under Delaware Law and the Certificate of Incorporation and Bylaws of Twin Vee Co.) within forty-five (45) calendar days, following the declaration of effectiveness of the Registration Statement, for the purpose of voting upon this Agreement and the Merger. Twin Vee Co. shall use its reasonable best efforts to solicit from its stockholders proxies in favor of the adoption and approval of this Agreement and the approval of the Merger, and shall take all other action necessary or advisable to secure the vote or consent of its stockholders required by Delaware Law to obtain such approvals. Twin Vee Co. may adjourn or postpone Twin Vee Co. Stockholders' Meeting (i) if and to the extent necessary to ensure that any necessary supplement or amendment to the Joint Proxy Statement/Prospectus is provided to Twin Vee Co.'s stockholders in advance of a vote on this Agreement and the Merger, or (ii) if, as of the time for which Twin Vee Co. Stockholders' Meeting is originally scheduled (as set forth in the Joint Proxy Statement/Prospectus), there are insufficient shares of Twin Vee Co. Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of Twin Vee Co. Stockholders' Meeting. Twin Vee Co. shall ensure that Twin Vee Co. Stockholders' Meeting is called, noticed, convened, held and conducted, and that all proxies solicited by Twin Vee Co. in connection with Twin Vee Co. Stockholders' Meeting are solicited, in compliance with Delaware Law, and the Certificate of Incorporation and Bylaws of Twin Vee Co., and all other applicable legal requirements. Notwithstanding anything to the contrary contained in this Agreement, Twin Vee Co.'s obligation to call, give notice of, convene and hold Twin Vee Co.'s Stockholders' Meeting in accordance with this Section 5.3(a) shall not be limited to or otherwise affected by any withholding, withdrawal, amendment, modification or change of the recommendation of the Board of Directors of Twin Vee Co. with respect to this Agreement and/or the Merger.

(b) The Joint Proxy Statement/Prospectus shall include a statement to the effect that the Board of Directors of Twin Vee Co. has recommended that Twin Vee Co.'s stockholders vote in favor of and adopt and approve this Agreement and approve the Merger at Twin Vee Co. Stockholders' Meeting; and neither the Board of Directors of Twin Vee Co. nor any committee thereof shall withhold, withdraw, amend, modify, change or propose or resolve to withhold, withdraw, amend, modify or change in a manner adverse to Twin Vee Co., the recommendation of the Board of Directors of Twin Vee Co. that Twin Vee Co.'s stockholders vote in favor of and adopt and approve this Agreement and approve the Merger.

5.4 *Access to Information.* During the period commencing with the execution and delivery of this Agreement until the earlier to occur of the termination of this Agreement pursuant to its terms and the Effective Time, each of Twin Vee Co. and Twin Vee Inc. shall afford the other and its accountants, counsel and other representatives reasonable access during normal business hours to the properties, books, records and personnel of Twin Vee Co. or Twin Vee Inc., as applicable, to obtain all information concerning the business of such company, including, without limitation, the status of its product development efforts, properties, results of operations and personnel, as Twin Vee Co. or Twin Vee Inc. may reasonably request. No information or knowledge obtained by Twin Vee Co. or Twin Vee Inc. during the course of any investigation conducted pursuant to this Section 5.5 shall affect, or be deemed to modify in any respect any representation or warranty contained herein or the conditions to the obligations of the parties to consummate the Merger contained herein.

5.5 *No Solicitation.*

(a) During the period commencing with the execution and delivery of this Agreement until the earlier to occur of the termination of this Agreement pursuant to its terms and the Effective Time, Twin Vee Inc. and its subsidiaries shall not, nor will they authorize any of their respective officers, directors, affiliates or employees or any investment banker, attorney or other advisor or representative retained by any of them to, directly or indirectly, (i) solicit, initiate, encourage or induce the making, submission or announcement of any Acquisition Proposal (as defined in Section 5.5(b) hereof), (ii) participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to, any Acquisition Proposal, (iii) engage in discussions or negotiations with any person with respect to any Acquisition Proposal, except as to the existence of these provisions, (iv) subject to the terms of Section 5.2(c) hereof, approve, endorse or recommend any Acquisition Proposal, or (v) enter into any letter of intent or similar document or any contract agreement or commitment contemplating or otherwise relating to any Acquisition Proposal. Without limiting the generality of the foregoing, the parties hereto understood and agree that any violation of the restrictions set forth in this Section 5.6(a) by any officer, director or employee of Twin Vee Inc. or any of its subsidiaries or any investment banker, attorney or other advisor or representative of Twin Vee Inc. or any of its subsidiaries shall be deemed to be a breach of this Section 5.5 (a) by Twin Vee Inc.

(b) For all purposes of and under this Agreement, the term "Acquisition Proposal" shall mean any transaction or series of related transactions, other than the transactions contemplated by this Agreement, involving (i) any acquisition or purchase from Twin Vee Inc. by any person or "group" (as defined under Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder) of more than a twenty-five percent (25%) interest in the total outstanding voting securities of Twin Vee Inc. or any of its subsidiaries, or any tender offer or exchange offer that if consummated would result in any person or "group" (as defined under Section 13(d) of the Exchange Act and the rules and regulations thereunder) beneficially owning five percent (5%) or more of the total outstanding voting securities of Twin Vee Inc. or any of its subsidiaries, or any merger, consolidation, business combination or similar transaction involving Twin Vee Inc. pursuant to which the stockholders of Twin Vee Inc. immediately preceding such transaction would hold less than ninety five percent (95%) of the equity interests in the surviving or resulting entity of such transaction; (ii) any sale, lease (other than in the ordinary course of business), exchange, transfer, license (other than in the ordinary course of business), acquisition or disposition of more than five percent (5%) of the assets of Twin Vee Inc.; or (iii) any liquidation or dissolution of Twin Vee Inc.

(c) In addition to the obligations of Twin Vee Inc. set forth in *Section 5.5(a)* hereof, Twin Vee Inc. shall advise Twin Vee Co., as promptly as practicable, and in any event within twenty-four (24) hours, orally, of (i) any request for information which Twin Vee Inc. reasonably believes could lead to an Acquisition Proposal or, (ii) any Acquisition Proposal, or (iii) any inquiry with respect to or which Twin Vee Inc. reasonably should believe could lead to any Acquisition Proposal, the (iv) material terms and conditions of any such request, Acquisition Proposal or inquiry, and (v) the identity of the person or group making any such request, Acquisition Proposal or inquiry. Twin Vee Inc. shall keep Twin Vee Co. informed in all material respects of the status and details (including material amendments or proposed amendments) of any such request, Acquisition Proposal or inquiry.

5.6 *Public Disclosure.* Twin Vee Co. and Twin Vee Inc. shall consult with each other, and to the extent practicable, agree, before issuing any press release or otherwise making any public statement with respect to this Agreement, the Merger or an Acquisition Proposal, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law or any listing agreement with a national securities exchange. The parties hereto have agreed to the text of the joint press release announcing the signing of this Agreement.

5.7 *Reasonable Efforts; Notification.*

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the parties hereto shall use its commercially reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by this Agreement, including, without limitation, using reasonable efforts to accomplish the following: (i) the taking of all reasonable actions necessary to cause the conditions precedent set forth in *Article VI* hereof to be satisfied, (ii) the obtaining of all necessary actions or nonactions, waivers, consents, approvals, orders and authorizations from Governmental Entities, and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Entities, if any), and the taking of all reasonable steps as may be necessary to avoid any suit, claim, action, investigation or proceeding by any Governmental Entity, (iii) the obtaining of all necessary consents, approvals or waivers from third parties which may be required or desirable as a result of, or in connection with, the transactions contemplated by this Agreement, (iv) the defending of any suits, claims, actions, investigations or proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby, including, without limitation, seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed, and (v) the execution or delivery of any additional certificates, instruments and other documents necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement. In connection with and without limiting the foregoing, each of Twin Vee Co. and Twin Vee Inc. and its respective Board of Directors shall, if any state takeover statute or similar statute or regulation is or becomes applicable to the Merger, this Agreement or any of the transactions contemplated by this Agreement, use all commercially reasonable efforts to ensure that the Merger and the other transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such statute or regulation on the Merger, this Agreement and the transactions contemplated hereby. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to require Twin Vee Co. or Twin Vee Inc. or any subsidiary or affiliate thereof to agree to any divestiture by itself or any of its affiliates of shares of capital stock or of any business, assets or property, or the imposition of any material limitation on the ability of any of them to conduct their businesses or to own or exercise control of such assets, properties and stock.

(b) Twin Vee Inc. shall give prompt notice to Twin Vee Co. upon becoming aware that any representation or warranty made by Twin Vee Inc. in this Agreement has become untrue or inaccurate, or that Twin Vee Inc. has failed to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement, in each case, such that the conditions set forth in *Section 6.3(a)* or *Section 6.3(b)* hereof would not be satisfied, *provided, however*, that no such notification shall affect the representations, warranties, covenants or agreements of Twin Vee Inc., or the conditions to the obligations of the parties under this Agreement.

(c) Twin Vee Co. shall give prompt notice to Twin Vee Inc. upon becoming aware that any representation or warranty made by Twin Vee Co. in this Agreement has become untrue or inaccurate, or that Twin Vee Co. has failed to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under this Agreement, in each case, such that the conditions set forth in *Section 6.2(a)* or *Section 6.2(b)* hereof would not be satisfied, *provided, however*, that no such notification shall affect the representations, warranties, covenants or agreements of Twin Vee Co., or the conditions to the obligations of the parties under this Agreement.

5.8 *Third Party Consents.* As soon as practicable following the date hereof, Twin Vee Co. and Twin Vee Inc. shall each use its respective commercially reasonable best efforts to obtain any consents, waivers and approvals under any of its or its subsidiaries' respective agreements, contracts, licenses or leases required to be obtained in connection with the consummation of the transactions contemplated hereby.

5.9 *Twin Vee Inc. Securities.* At the Effective Time:

(a) each outstanding option to purchase shares of Twin Vee Inc. Common Stock (each, a "*Twin Vee Inc. Stock Option*") under any Twin Vee Inc. Stock Plan, whether or not vested, shall be cancelled; and

(b) each outstanding warrant or obligation to issue a warrant to purchase shares of Twin Vee Inc. Common Stock (each, a "*Twin Vee Inc. Warrant*"), whether or not vested, shall be cancelled.

5.10 *Indemnification.* From and after the Effective Time, Twin Vee Co. shall honor in all respects the obligations of Twin Vee Inc. under any indemnification agreements between Twin Vee Inc. and any of its directors and officers as in effect on the date hereof (the "*Indemnified Parties* ") and any indemnification provisions under Twin Vee Inc.'s Certificate of Incorporation, Bylaws or resolution of the Board as in effect on the date hereof.

## ARTICLE VI CONDITIONS TO THE MERGER

6.1 *Conditions to Obligations of Each Party to Effect the Merger.* The respective obligations of each party to this Agreement to effect the Merger shall be subject to the satisfaction or fulfillment, at or prior to the Closing Date, of the following conditions:

(a) *Stockholder Approval.* This Agreement shall have been duly approved and adopted, and the Merger shall have been duly approved, by the requisite vote under Florida Law by the stockholders of Twin Vee Inc. and under Delaware Law by the stockholders of Twin Vee Co.

(b) *Registration Statement Effective; Joint Proxy Statement/Prospectus.* The SEC shall have declared or ordered the Registration Statement to be effective, no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued, and no proceeding for that purpose, and no similar proceeding in respect of the Joint Proxy Statement/Prospectus, shall have been initiated or threatened in writing by the SEC. All Other Filings shall have been approved or declared effective and no stop order shall have been issued and no proceeding shall have been initiated to revoke any such approval or effectiveness.

(c) *No Order.* No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and which has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger.

(d) *NASDAQ Listing.* The shares of Twin Vee Co. Common Stock to be issued in the Merger shall have been approved for listing on the NASDAQ Capital Market, subject to official notice of issuance.

6.2 *Additional Conditions to Obligations of Twin Vee Inc.* The obligation of Twin Vee Inc. to consummate and effect the Merger shall be subject to the satisfaction or fulfillment, at or prior to the Closing Date, of each of the following conditions, any of which may be waived, in writing, exclusively by Twin Vee Inc.:

(a) *Representations and Warranties.* Each representation and warranty of Twin Vee Co. contained in this Agreement (i) shall have been true and correct in all material respects as of the date of this Agreement and (ii) shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on the Closing Date, except for those representations and warranties which address matters only as of a particular date, which representations and warranties shall have been true and correct in all material respects as of such particular date; provided, however, that in all cases where a representation or warranty contains a materiality or Material Adverse Effect qualifier, such representation or warranty shall be true and correct in all respects as of the dates set forth above. Twin Vee Inc. shall have received a certificate with respect to the foregoing signed on behalf of Twin Vee Co. by duly authorized officer thereof.

(b) *Agreements and Covenants.* Twin Vee Co. shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by them on or prior to the Closing Date, and Twin Vee Inc. shall have received a certificate to such effect signed on behalf of Twin Vee Co. by a duly authorized officer thereof.

(c) *Material Adverse Effect.* No Material Adverse Effect with respect to Twin Vee Co. and its subsidiaries shall have occurred since the date of this Agreement.

6.3 *Additional Conditions to the Obligations of Twin Vee Co.* The obligations of Twin Vee Co. to consummate and effect the Merger shall be subject to the satisfaction or fulfillment, at or prior to the Closing Date, of each of the following conditions, any of which may be waived, in writing, exclusively by Twin Vee Co.:

(a) *Representations and Warranties.* Each representation and warranty of Twin Vee Inc. contained in this Agreement (i) shall have been true and correct in all material respects as of the date of this Agreement and (ii) shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on the Closing Date, except for those representations and warranties which address matters only as of a particular date, which representations and warranties shall have been true and correct in all material respects as of such particular date; provided, however, that in all cases where a representation or warranty contains a materiality or Material Adverse Effect qualifier, such representation or warranty shall be true and correct in all respects as of the dates set forth above. Twin Vee Co. shall have received a certificate with respect to the foregoing signed on behalf of Twin Vee Inc. by a duly authorized officer thereof.

(b) *Agreements and Covenants.* Twin Vee Inc. shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it at or prior to the Closing Date, and Twin Vee Co. shall have received a certificate to such effect signed on behalf of Twin Vee Inc. by a duly authorized officer thereof.

(c) *Material Adverse Effect.* No Material Adverse Effect with respect to Twin Vee Inc. and its subsidiaries shall have occurred since the date of this Agreement.

(d) *Consents.* Twin Vee Inc. shall have obtained the consents, waivers and approvals required to be obtained in connection with the consummation of the transactions contemplated hereby, which consents, waivers and approvals are set forth in *Section 6.3(d)* of the Twin Vee Inc. Disclosure Letter.

(e) *Transaction Payment Waivers.* Twin Vee Inc. shall have received waivers from each executive of Twin Vee Inc. or any of its subsidiaries related to any rights they may have to payments, bonuses, vesting, acceleration or other similar rights that are or may be triggered by the consummation of the transactions set forth herein.

**ARTICLE VII**  
**TERMINATION, AMENDMENT AND WAIVER**

7.1 *Termination.* This Agreement may be terminated at any time prior to the Effective Time, whether before or after the requisite approval of the stockholders of Twin Vee Inc. and Twin Vee Co. has been obtained in respect of this Agreement and the Merger:

- (a) by mutual written consent of Twin Vee Co. and Twin Vee Inc., duly authorized by the respective Boards of Directors of Twin Vee Co. and Twin Vee Inc.;
- (b) by either Twin Vee Co. or Twin Vee Inc. if the Merger shall not have been consummated by the date that is six (6) months following the date of this Agreement for any reason; *provided, however*, that the right to terminate this Agreement under this *Section 7.1(b)* shall not be available to any party whose action or failure to act has been a principal cause of or resulted in the failure of the Merger to occur on or before such date, and such action or failure to act constitutes a breach of this Agreement;
- (c) by either Twin Vee Co. or Twin Vee Inc. if a Governmental Entity shall have issued an order, decree or ruling or taken any other action, in any case having the effect of permanently restraining, enjoining or otherwise prohibiting the Merger, which order, decree, ruling or other action is final and nonappealable;
- (d) by Twin Vee Co. if the requisite approval of the stockholders of Twin Vee Inc. contemplated by this Agreement shall not have been obtained by reason of the failure to obtain the requisite vote at a meeting of the stockholders of Twin Vee Inc., duly convened therefor or at any adjournment or postponement thereof;
- (e) by Twin Vee Co. if a Triggering Event (as defined below) shall have occurred;
- (f) by Twin Vee Inc., upon a breach of any representation, warranty, covenant or agreement on the part of Twin Vee Co. set forth in this Agreement, or if any representation or warranty of Twin Vee Co. shall have become untrue, in either case such that the conditions set forth in *Section 6.2(a)* or *Section 6.2(b)* hereof would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become untrue; *provided, however*, that if such inaccuracy in Twin Vee Co.'s representations and warranties or breach by Twin Vee Co. is curable by Twin Vee Co. through the exercise of its commercially reasonable efforts, then Twin Vee Inc. may not terminate this Agreement under this *Section 7.1(f)* for fifteen (15) calendar days following the delivery of written notice from Twin Vee Inc. to Twin Vee Co. of such breach, provided Twin Vee Co. continues to exercise commercially reasonable efforts to cure such breach (it being understood that Twin Vee Inc. may not terminate this Agreement pursuant to this *Section 7.1(f)* if such breach by Twin Vee Co. is cured during such thirty (30) calendar day period);
- (g) by Twin Vee Co., upon a breach of any representation, warranty, covenant or agreement on the part of Twin Vee Inc. set forth in this Agreement, or if any representation or warranty of Twin Vee Inc. shall have become untrue, in either case such that the conditions set forth in *Section 6.3(a)* or *Section 6.3(b)* hereof would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become untrue; *provided, however*, that if such inaccuracy in Twin Vee Inc.'s representations and warranties or breach by Twin Vee Inc. is curable by Twin Vee Inc. through the exercise of its commercially reasonable efforts, then Twin Vee Co. may not terminate this Agreement under this *Section 7.1(g)* for fifteen (15) calendar days following the delivery of written notice from Twin Vee Co. to Twin Vee Inc. of such breach, provided Twin Vee Inc. continues to exercise commercially reasonable efforts to cure such breach (it being understood that Twin Vee Co. may not terminate this Agreement pursuant to this *Section 7.1(g)* if such breach by Twin Vee Inc. is cured during such thirty (30) calendar day period); or
- (h) by Twin Vee Co. if a Material Adverse Effect with respect to Twin Vee Inc. or its subsidiaries shall have occurred since the date of this Agreement; *provided, however*, that if such Material Adverse Effect with respect to Twin Vee Inc. or its subsidiaries is curable by Twin Vee Inc. through the exercise of its commercially reasonable efforts, then Twin Vee Co. may not terminate this Agreement under this *Section 7.1(h)* for fifteen (15) calendar days following the occurrence of such Material Adverse Effect, provided Twin Vee Inc. continues to exercise commercially reasonable efforts to cure such Material Adverse Effect (it being understood that Twin Vee Co. may not terminate this Agreement pursuant to this *Section 7.1(h)* if such Material Adverse Effect is cured during such thirty (30) calendar day period).



For the purposes of this Agreement, a “*Triggering Event*” shall be deemed to have occurred if (i) the Board of Directors of Twin Vee Inc. or any committee thereof shall for any reason have withdrawn or shall have amended or modified in a manner adverse to Twin Vee Co. its recommendation in favor of the adoption and approval of the Agreement or the approval of the Merger; (ii) Twin Vee Inc. shall have failed to include in the Joint Proxy Statement/Prospectus the recommendation of the Board of Directors of Twin Vee Inc. in favor of the adoption and approval of the Agreement and the approval of the Merger; (iii) the Board of Directors of Twin Vee Inc. shall have failed to reaffirm its recommendation in favor of the adoption and approval of the Agreement and the approval of the Merger within five (5) business days after Twin Vee Co. requests in writing that such recommendation be reaffirmed at any time following the announcement of an Acquisition Proposal; (iv) the Board of Directors of Twin Vee Inc. or any committee thereof shall have approved or recommended any Acquisition Proposal; (v) Twin Vee Inc. shall have entered into any letter of intent or similar document or any agreement, contract or commitment accepting any Acquisition Proposal; or (vi) a tender or exchange offer relating to securities of Twin Vee Inc. shall have been commenced by a person unaffiliated with Twin Vee Co. or its stockholders and Twin Vee Inc. shall not have sent to its security holders pursuant to Rule 14e-2 promulgated under the Securities Act, within ten (10) business days after such tender or exchange offer is first published, sent or given, a statement indicating that Twin Vee Inc. recommends rejection of such tender or exchange offer.

7.2 *Notice of Termination; Effect of Termination.* Any termination of this Agreement pursuant to *Section 7.1* hereof shall be effective immediately upon the delivery of written notice of the terminating party to the other party or parties hereto. In the event of the termination of this Agreement pursuant to *Section 7.1* hereof, this Agreement shall be of no further force or effect, except (i) as set forth in this *Section 7.2*, and as set forth in *Section 7.3* and *Article VIII* (General Provisions) hereof, each of which shall survive the termination of this Agreement, and (ii) nothing herein shall relieve any party hereto from any liability for any willful breach of this Agreement.

7.3 *Fees and Expenses.* Except as otherwise provided in this *Section 7.3*, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Merger is consummated.

7.4 *Amendment.* Subject to applicable law, this Agreement may be amended by the parties hereto at any time by execution of an instrument in writing, signed on behalf of each of the parties hereto by a duly authorized officer thereof.

7.5 *Extension; Waiver.* At any time prior to the Effective Time, any party hereto may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. Any delay in exercising any right under this Agreement shall not constitute a waiver of such right.

## **ARTICLE IX GENERAL PROVISIONS**

8.1 *Non-Survival of Representations and Warranties.* The representations and warranties of Twin Vee Inc. and Twin Vee Co. contained in this Agreement shall terminate at the Effective Time, and only the covenants that by their terms survive the Effective Time shall survive the Effective Time.

8.2 *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

- (a) if to Twin Vee Co., to:  
Twin Vee Powercats Co.  
3101 South US Highway 1  
Fort Pierce, FL 34982  
Attention: Joseph Visconti, CEO  
Telephone No.: (772) 429-2525  
Telecopy No.: (772) 429-2590

with a copy to:

Blank Rome LLP  
1271 Avenue of the Americas  
New York, NY 10020  
Attention: Leslie Marlow, Esq.  
Telephone No.: (212) 885-5358  
Telecopy No.: (917) 332-3824

- (b) if to Twin Vee Inc., to:  
Twin Vee PowerCats, Inc.  
3101 South US Highway 1  
Fort Pierce, FL 34982  
Attention: Glenn Sonoda, Secretary  
Telephone No.: (772) 429-2525  
Telecopy No.: (772) 429-2590

### 8.3 *Interpretation; Knowledge.*

(a) When a reference is made in this Agreement to Exhibits, such reference shall be to an Exhibit to this Agreement unless otherwise indicated. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement. Unless otherwise indicated the words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” The and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When reference is made herein to “the business of” an entity, such reference shall be deemed to include the business of all direct and indirect subsidiaries of such entity. Reference to the subsidiaries of an entity shall be deemed to include all direct and indirect subsidiaries of such entity.

(b) For purposes of this Agreement the term “*knowledge*” means with respect to a party hereto, with respect to any matter in question, that any of the executive officers of such party has actual knowledge of such matter or knowledge that such individual could reasonably be expected to obtain upon reasonable investigation or inquiry into such matter.

(c) For purposes of this Agreement, the term “*Material Adverse Effect*” when used in connection with an entity means any change, event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), capitalization, financial condition or results of operations of such entity and its subsidiaries taken as a whole. For purposes of this Agreement, the term “*person*” shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or Governmental Entity.

8.4 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

8.5 *Entire Agreement; Third Party Beneficiaries.* This Agreement and the documents and instruments and other agreements among the parties hereto as contemplated by or referred to herein, including the Twin Vee Inc. Disclosure Letter and the Twin Vee Co. Disclosure Letter (i) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and (ii) are not intended to confer upon any other person any rights or remedies hereunder, except as specifically provided in *Section 5.11* hereof.

8.6 *Severability.* In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

8.7 *Other Remedies; Specific Performance.* Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

8.8 *Governing Law.* This Agreement, and all claims or causes of action (whether at law, in contract or in tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware in the event any dispute arises out of this Agreement or any of the transactions contemplated hereby, and, in connection with any such matter, to service of process by notice as otherwise provided herein, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated hereby in any court other than the Court of Chancery of the State of Delaware. Any party may make service on another party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 8.2.

8.9 *Rules of Construction.* The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

8.10 *Assignment.* No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.11 *WAIVER OF JURY TRIAL.* EACH OF TWIN VEE CO. AND TWIN VEE INC. HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF TWIN VEE CO. OR TWIN VEE INC. IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

[ Remainder of Page Intentionally Left Blank ]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective thereunto duly authorized offices, as of the date first written above.

**TWIN VEE POWERCATS CO.**

By: /s/ Joseph C. Visconti  
Name: Joseph C. Visconti  
Title: *Chief Executive Officer*

**TWIN VEE POWERCATS, INC.**

By: /s/ Preston Yarborough  
Name: Preston Yarborough  
Title: *Vice President*

\*\*\*\* AGREEMENT AND PLAN OF MERGER \*\*\*\*

## SUPPORT AGREEMENT

This **SUPPORT AGREEMENT** (this “*Agreement*”), is made as of September 6, 2022, by and between Twin Vee PowerCats Co., a Delaware corporation (“*Twin Vee Co.*”) and the Person set forth on Schedule A hereto (the “*Stockholder*”).

**WHEREAS**, as of the date hereof, the Stockholder is the holder of the number of shares (“*Target Shares*”) of Twin Vee Powercats, Inc., a Florida corporation (“*Target*”), set forth opposite the Stockholder’s name on Schedule A (all such shares set forth on Schedule A, together with any Target Shares that are hereafter issued to or otherwise acquired, whether beneficially or of record, or owned by the Stockholder prior to the termination of this Agreement being referred to herein as the “*Subject Shares*”);

**WHEREAS**, Target and Twin Vee Co. propose to enter into an Agreement and Plan of Merger and Reorganization, dated as of the date hereof (the “*Plan of Merger*”), which provide, among other things, for the merger of Target with and into Twin Vee Co., with Twin Vee Co. continuing as the surviving company (the “*Merger*”), upon the terms and subject to the conditions set forth in the Plan of Merger (Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Plan of Merger); and

**WHEREAS**, as a condition to its willingness to enter into the Plan of Merger, Twin Vee Co. has required that the Stockholder, and as an inducement and in consideration therefor, the Stockholder (in the Stockholder’s capacity as a holder of the Subject Shares) has agreed to, enter into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

**ARTICLE I**  
**VOTING AGREEMENT; GRANT OF PROXY**

The Stockholder hereby covenants and agrees that:

1.1. **Voting of Subject Shares.** From and after the date hereof, at every meeting of the holders of Target Shares (the “*Target Stockholders*”), however called, and at every adjournment or postponement thereof (or pursuant to a written consent if the Target Stockholders act by written consent in lieu of a meeting), the Stockholder shall, or shall cause the holder of record on any applicable record date to, be present (in person or by proxy) and to vote the Subject Shares (a) adopting the Plan of Merger, approving the Merger, and the other actions contemplated by the Plan of Merger and (b) against any Acquisition Proposal. The Stockholder shall retain at all times the right to vote the Subject Shares in Stockholder’s sole discretion and without any other limitation on those matters other than those set forth in this Section 1.1 that are at any time or from time to time presented for consideration to the Target Stockholders.

1.2. **No Inconsistent Arrangements.** Except as provided hereunder or under the Plan of Merger, the Stockholder shall not, directly or indirectly, (a) create any encumbrance other than restrictions imposed pursuant to this Agreement on any Subject Shares, (b) transfer, sell, assign, gift or otherwise dispose of (collectively, “*Transfer*”), or enter into any contract with respect to any Transfer of the Subject Shares or any interest therein, (c) grant or permit the grant of any proxy, power of attorney or other authorization in or with respect to the Subject Shares, (d) deposit or permit the deposit of the Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to the Subject Shares, or (e) take any action that, to the knowledge of the Stockholder, would make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect, or have the effect of preventing the Stockholder from performing the Stockholder’s obligations hereunder. Notwithstanding the foregoing, (i) the Stockholder may (A) make transfers of the Subject Shares as charitable gifts or donations, (B) make transfers or dispositions of the Subject Shares to any member of the immediate family of the Stockholders or to any trust for the direct or indirect benefit of the Stockholder or the immediate family of the Stockholder, (C) make transfers or dispositions of the Subject Shares by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the Stockholder, (D) make transfers of the Subject Shares to stockholders, direct or indirect affiliates (within the meaning set forth in Rule 405 under the Securities Act of 1933, as amended), current or former partners (general or limited), members or managers of the Stockholder, as applicable, or to the estates of any such stockholders, affiliates, partners, members or managers, or to another corporation, partnership, limited liability company or other business entity that controls, is controlled by or is under common control with the Stockholder, (E) make transfers that occur by operation of law pursuant to a qualified domestic relations order or in connection with a divorce settlement, (F) make transfers or dispositions not involving a change in beneficial ownership, and (G) if the Stockholder is a trust, make transfers or dispositions to any beneficiary of the Stockholder or the estate of any such beneficiary; *provided* that, in each case, the transferee agrees in writing to be bound by the terms and conditions of this Agreement and either the Stockholder or the transferee provides Twin Vee Co. with a copy of such agreement promptly upon consummation of any such Transfer and (ii) the Stockholder may take all actions reasonably necessary to consummate the Merger. For purposes of this Agreement, “immediate family” shall mean any relationship by blood, marriage or adoption, not more remote than first cousin.

1.3. **No Exercise of Appraisal Rights; Waivers.** In connection with the Merger, the Stockholder hereby expressly (a) waives, to the extent permitted under applicable law, the applicability of the provisions for dissenters' or appraisal rights set forth in the Florida Business Corporation Act (or any other similar applicable law), with respect to any Subject Shares, (b) agrees that the Stockholder will not, under any circumstances in connection with the Merger, exercise any dissenters' or appraisal rights in respect of any Subject Shares, and (c) agrees that the Stockholder will not bring, commence, institute, maintain, prosecute, participate in or voluntarily aid any action, claim, suit or cause of action, in law or in equity, in any court or before any governmental body, which (i) challenges the validity of or seeks to enjoin the operation of any provision of this Agreement or (ii) alleges that the execution and delivery of this Agreement by the Stockholder, or the approval of the Plan of Merger by the Target Board of Directors, breaches any fiduciary duty of the Target Board of Directors or any member thereof; provided, that the Stockholder may defend against, contest or settle any such action, claim, suit or cause of action brought against the Stockholder that relates solely to the Stockholder's capacity as a director, officer or securityholder of Target.

1.4. **Documentation and Information.** The Stockholder shall permit and hereby authorizes Target and Twin Vee Co. to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Target or Twin Vee Co. reasonably determines to be necessary in connection with the Merger and any transactions contemplated by the Plan of Merger, the Stockholder's identity and ownership of the Subject Shares and the nature of the Stockholder's commitments and obligations under this Agreement. Target is an intended third-party beneficiary of this Section 1.4.

1.5. **Irrevocable Proxy.** The Stockholder hereby revokes (or agrees to cause to be revoked) any proxies that the Stockholder has heretofore granted with respect to the Subject Shares. The Stockholder hereby irrevocably appoints Twin Vee Co. as attorney-in-fact and proxy for and on behalf of the Stockholder, for and in the name, place and stead of the Stockholder, to: (a) attend any and all meetings of Target Stockholders, (b) vote, express consent or dissent or issue instructions to the record holder to vote the Subject Shares in accordance with the provisions of Section 1.1 at any and all meetings of Target Stockholders or in connection with any action sought to be taken by written consent of Target Stockholders without a meeting and (c) grant or withhold, or issue instructions to the record holder to grant or withhold, consistent with the provisions of Section 1.1, all written consents with respect to the Subject Shares at any and all meetings of Target Stockholders or in connection with any action sought to be taken by written consent of Target Stockholders without a meeting. Twin Vee Co. agrees not to exercise the proxy granted herein for any purpose other than the purposes described in this Agreement. The foregoing proxy shall be deemed to be a proxy coupled with an interest, is irrevocable (and as such shall survive and not be affected by the death, incapacity, mental illness or insanity of the Stockholder, as applicable) until the termination of the Plan of Merger and shall not be terminated by operation of law or upon the occurrence of any other event other than the termination of this Agreement pursuant to Section 4.2. The Stockholder authorizes such attorney and proxy to substitute any other Person to act hereunder, to revoke any substitution and to file this proxy and any substitution or revocation with the Secretary of Target. The Stockholder hereby affirms that the proxy set forth in this Section 1.5 is given in connection with and granted in consideration of and as an inducement to Twin Vee Co. to enter into the Plan of Merger and that such proxy is given to secure the obligations of the Stockholder under Section 1.1. The proxy set forth in this Section 1.5 is executed and intended to be irrevocable, subject, however, to its automatic termination upon the termination of this Agreement pursuant to Section 4.2. With respect to any Subject Shares that are owned beneficially by the Stockholder but are not held of record by the Stockholder (other than shares beneficially owned by the Stockholder that are held in the name of a bank, broker or nominee), the Stockholder shall take all action necessary to cause the record holder of such Subject Shares to grant the irrevocable proxy and take all other actions provided for in this Section 1.5 with respect to such Subject Shares.

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1.6. **No Solicitation of Transactions.** Subject to Sections 4.5, 5.2 and 5.3 of the Plan of Merger, as applicable, the Stockholder shall not knowingly, directly or indirectly, through any officer, director, agent or otherwise, (i) solicit, initiate, respond to or take any action knowingly to facilitate or encourage any inquiries or the communication, making, submission or announcement of any Acquisition Proposal or take any action that could reasonably be expected to lead to an Acquisition Proposal; (ii) enter into or participate in any discussions or negotiations with any Person with respect to any Acquisition Proposal; (iii) furnish any information regarding such Party to any Person in connection with, in response to, relating to or for the purpose of assisting with or facilitating an Acquisition Proposal; (iv) approve, endorse or recommend any Acquisition Proposal; (v) execute or enter into any letter of intent or similar document or any contract contemplating or otherwise relating to any Acquisition Proposal; or (vi) grant any waiver or release under any confidentiality, standstill or similar agreement. The Stockholder hereby represents and warrants that the Stockholder has read Section 5.5 (*No Solicitation*) of the Plan of Merger and agrees not to engage in any actions prohibited thereby.

1.7. **No Ownership Interest.** Nothing contained in this Agreement will be deemed to vest in Twin Vee Co. any direct or indirect ownership or incidents of ownership of or with respect to the Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares will remain and belong to the Stockholder, and Twin Vee Co. will have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of Target or exercise any power or authority to direct Stockholder in the voting of any of the Subject Shares, except as otherwise expressly provided herein with respect to the Subject Shares and except as otherwise expressly provided in the Plan of Merger.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER**

The Stockholder represents and warrants to Twin Vee Co. that:

2.1. **Organization; Authorization; Binding Agreement.** The Stockholder, if not a natural person, is duly incorporated or organized, as applicable, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization. The Stockholder has full legal capacity and power, right and authority to execute and deliver this Agreement and to perform the Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Stockholder, and constitutes a legal, valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (b) laws of general application relating to bankruptcy, insolvency, the relief of debtors, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights (the "*Enforceability Exceptions*").

2.2. **Ownership of Subject Shares; Total Shares.** The Stockholder is the record or beneficial owner of the Subject Shares and has good and marketable title to the Subject Shares free and clear of any Encumbrances (including any restriction on the right to vote or otherwise transfer the Subject Shares), except (a) as provided hereunder, (b) pursuant to any applicable restrictions on transfer under the Securities Act, (c) subject to any risk of forfeiture with respect to any Target Shares granted to the Stockholder under an employee benefit plan of Target and (d) as provided in the bylaws of Target. The Subject Shares listed on Schedule A opposite the Stockholder's name constitute all of the Target Shares owned by the Stockholder as of the date hereof. No person has any contractual or other right or obligation to purchase or otherwise acquire any of the Subject Shares. For purposes of this Agreement "*Beneficial Ownership*" shall be interpreted as defined in Rule 13d-3 under the Exchange Act; provided that for purposes of determining Beneficial Ownership, a person shall be deemed to be the Beneficial Owner of any securities that may be acquired by such person pursuant to any contract or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise (irrespective of whether the right to acquire such securities is exercisable immediately or only after the passage of time, including the passage of time in excess of 60 days, the satisfaction of any conditions, the occurrence of any event or any combination of the foregoing).

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2.3. **Voting Power.** The Stockholder has full voting power, with respect to the Subject Shares, and full power of disposition, full power to issue instructions with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of the Subject Shares. None of the Subject Shares are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of the Subject Shares, except as provided hereunder.

2.4. **Reliance.** The Stockholder has had the opportunity to review the Plan of Merger and this Agreement with counsel of the Stockholder's own choosing. The Stockholder understands and acknowledges that Twin Vee Co. is entering into the Plan of Merger in reliance upon the Stockholder's execution, delivery and performance of this Agreement.

2.5. **Absence of Litigation.** With respect to the Stockholder, as of the date hereof, there is no action, suit, investigation or proceeding pending against, or, to the knowledge of the Stockholder, threatened in writing against, the Stockholder or any of the Stockholder's properties or assets (including the Subject Shares) that could reasonably be expected to prevent, delay or impair the ability of the Stockholder to perform the Stockholder's obligations hereunder or to consummate the transactions contemplated hereby.

2.6. **Non-Contravention.** The execution and delivery of this Agreement by the Stockholder and the performance of the transactions contemplated by this Agreement by the Stockholder does not and will not violate, conflict with, or result in a breach of (a) any applicable law or any injunction, judgment, order, decree, ruling, charge, or other restriction of any governmental body to which the Stockholder is subject; or (b) any contract to which the Stockholder is a party or is bound or to which the Subject Shares are subject.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF TWIN VEE CO.

Twin Vee Co. represents and warrants to the Stockholder that:

3.1. **Organization; Authorization.** Twin Vee Co. is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware. The consummation of the transactions contemplated hereby is within Twin Vee Co.'s corporate powers and have been duly authorized by all necessary corporate actions on the part of Twin Vee Co.. Twin Vee Co. has full power and authority to execute, deliver and perform this Agreement.

3.2. **Binding Agreement.** This Agreement has been duly authorized, executed and delivered by Twin Vee Co. and constitutes a valid and binding obligation of Twin Vee Co. enforceable against Twin Vee Co. in accordance with its terms, subject to the Enforceability Exceptions.

### ARTICLE IV MISCELLANEOUS

4.1. **Notices.** All notices, requests and other communications to either party hereunder shall be in writing (including facsimile transmission or electronic mail) and shall be given, (a) if to Twin Vee Co., in accordance with the provisions of the Plan of Merger and (b) if to the Stockholder, to the Stockholder's address, electronic mail address or facsimile number set forth on a signature page hereto, or to such other address, electronic mail address or facsimile number as the Stockholder may hereafter specify in writing to Twin Vee Co..

4.2. **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the earlier of (a) the termination of the Plan of Merger in accordance with its terms and (b) the Effective Time. Upon termination of this Agreement, neither party shall have any further obligations or liabilities under this Agreement; *provided, however*; that (i) nothing set forth in this Section 4.2 shall relieve either party from liability for any breach of this Agreement prior to termination hereof, and (ii) the provisions of this Article IV shall survive any termination of this Agreement.

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4.3. **Amendments and Waivers.** Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.4. **Binding Effect; Benefit; Assignment.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Except as set forth in **Section 1.4**, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the parties hereto and their respective successors and assigns. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto, except that Twin Vee Co. may transfer or assign its rights and obligations under this Agreement, in whole or from time to time in part, to one or more of its Affiliates at any time; provided, that such transfer or assignment shall not relieve Twin Vee Co. of any of its obligations hereunder.

4.5. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. In any action or suit between any of the parties arising out of or relating to this Agreement: (a) each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Delaware Court of Chancery, or if such court does not have proper jurisdiction, then the federal courts located in the State of Delaware, and appellate courts therefrom (collectively, the “***Delaware Courts***”); and (b) each of the parties irrevocably waives the right to trial by jury.

4.6. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by all parties by facsimile or electronic transmission in .PDF format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

4.7. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

4.8. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties hereto agree that the court making such determination will have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

4.9. **Specific Performance.** Any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any Delaware Court, this being in addition to any other remedy to which they are entitled at law or in equity, and each of the parties hereto waives any bond, surety or other security that might be required of any other party with respect thereto.

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4.10. **Construction.**

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(d) Except as otherwise indicated, all references in this Agreement to “Sections,” “Articles,” and “Schedules” are intended to refer to Sections or Articles of this Agreement and Schedules to this Agreement, respectively.

(e) The bold-faced headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

4.11. **Further Assurances.** Each of the parties hereto will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Legal Requirements to perform their respective obligations as expressly set forth under this Agreement.

4.12. **Capacity as Stockholder.** The Stockholder signs this Agreement solely in the Stockholder’s capacity as a Stockholder of Target, and not in the Stockholder’s capacity as a director, officer or employee of Target or any of its Subsidiaries or in the Stockholder’s capacity as a trustee or fiduciary of any employee benefit plan or trust. Notwithstanding anything herein to the contrary, nothing herein shall in any way restrict a director or officer of Target in the exercise of his or her fiduciary duties as a director or officer of Target or in his or her capacity as a trustee or fiduciary of any employee benefit plan or trust or prevent or be construed to create any obligation on the part of any director or officer of Target or any trustee or fiduciary of any employee benefit plan or trust from taking any action in his or her capacity as such director, officer, trustee or fiduciary.

4.13. **No Agreement Until Executed.** Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a contract, agreement, arrangement or understanding between the parties hereto unless and until (a) the board of directors of Target has approved, for purposes of any applicable anti-takeover laws and regulations, and any applicable provision of Target’s organizational documents, the Merger, (b) the Plan of Merger are executed by all parties thereto, and (c) this Agreement is executed by all parties hereto.

(SIGNATURE PAGE FOLLOWS)

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

**TWIN VEE POWERCATS CO.**

By:

\_\_\_\_\_  
Name:

Title:

*[Signature Page to Support Agreement]*

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

**STOCKHOLDER**

\_\_\_\_\_  
*(Print Name of Stockholder)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Name and Title of Signatory, if Signing on Behalf of an Entity)*

*[Signature Page to Support Agreement]*

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Schedule A

Name of Stockholder	No. Shares
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