

CONFIDENTIAL**VOTING AGREEMENT**

This **VOTING AGREEMENT** (this “Agreement”), dated as of August 12, 2024 (“Effective Date”), is entered into by and among John D. Picotte, an individual having an address at 624 Bridge Way Lane, Naples, FL, 34108 (“JDP”), Marcia P. Floyd, an individual having an address at 190 Orchid Way, Vero Beach, Florida 32963 (“MPF”), Rhea Picotte-Clark, an individual having an address at 28 Newell Court, Menands, New York 12204 (“RPC”), and each other holder of shares of capital stock, units, membership interest or other equity in any of the Subject Picotte Entities listed on Schedule A (the “Additional Equityholders”). JDP, MPF, RPC and the Additional Equityholders, together with any subsequent assignee or transferee with respect to shares of capital stock, units, membership interest or other equity in any of the Subject Picotte Entities who become party hereto, are sometimes referred to herein, individually, as a “Voting Agreement Equityholder”, and, together, as the “Voting Agreement Equityholders”.

WHEREAS, as of the date hereof JDP, MPF and RPC directly hold and are title owners of shares in West Bradford Corporation, a New York corporation (“West Bradford”);

WHEREAS, as of the date hereof, JDP, MPF, RPC and/or other Additional Equityholder(s), as applicable, hold and are title owners of membership interests and units in (a) Corporate Woods, LLC, a New York limited liability company (“Corporate Woods, LLC”), (b) Corporate Woods 15, LLC, a New York limited liability company (“15 Corporate Woods”), (c) 17 Corporate Woods, LLC, a New York limited liability company (“17 Corporate Woods”), (d) 7 Southwoods, LLC, a New York limited liability company (“7 Southwoods”), (e) 8 Southwoods, LLC, a New York limited liability company (“8 Southwoods”), (f) 56 Wolf Road, LLC, a New York limited liability company (“56 Wolf Road”), and (g) New Scotland Road, LLC, a New York limited liability company (“New Scotland Road” and, collectively, with Corporate Woods, LLC, 15 Corporate Woods, 17 Corporate Woods, 7 Southwoods, 8 Southwoods and 56 Wolf Road, the “WBC Picotte Entities”), which such WBC Picotte Entities currently have as a member thereof West Bradford;

WHEREAS, as of the date hereof, JDP, MPF, RPC and/or other Additional Equityholder(s), as applicable, hold and are title owners of membership interests and units in (a) 44 Holland Avenue, LLC, a New York limited liability company (“44 Holland Avenue”), (b) Picotte Associates, LLC, a New York limited liability company (“Picotte Associates”), (c) 1215 Western Avenue, LLC, a New York limited liability company (“1215 Western Avenue”), (d) RMJ Properties, LLC, a New York limited liability company (“RMJ Properties”), and (e) 111 Washington Avenue, LLC, a New York limited liability company (“111 Washington Avenue” and, collectively, with 44 Holland Avenue, Picotte Associates, 1215 Western Avenue and RMJ Properties, the “Non-WBC Picotte Entities”), which such Non-WBC Picotte Entities currently do not have as a member thereof West Bradford;

WHEREAS, as of the date hereof, JDP, MPF and RPC directly hold and are title owners of shares in (a) MJP Holdings, Inc., a New York corporation (“MJP Holdings”) and (b) Picotte Real Estate, Inc., a New York corporation (“Picotte Real Estate” and, together with MJP Holdings, the “Other Picotte Corporations”);

WHEREAS, the Constituent Documents of the WBC Picotte Entities and the Non-WBC Picotte Entities provide that upon a liquidation of an applicable WBC Picotte Entity or Non-WBC Picotte Entity the assets of the respective Person shall be liquidated and thereafter distributed in accordance with the procedures set forth in such Constituent Documents, which procedures, as of the Effective Date, typically contemplate that residual distributions shall be made to the members of each Person in proportion to respective equity interests following the applicable WBC Picotte Entity’s or Non-WBC Picotte Entity’s

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payment of debts and liabilities, payment of costs and expenses associated with the liquidation, setting aside of applicable reserves, payment of member loans and payment of capital account balances;

WHEREAS, upon a liquidation of West Bradford, it is contemplated that the assets of West Bradford shall be liquidated and thereafter distributed in accordance with procedures (if any) set forth in West Bradford's Constituent Documents and the terms and conditions of Section 1005 of the New York Business Corporation Law which such Section 1005 contemplates that residual distributions shall be made to the shareholders of West Bradford according to their respective rights following the fulfillment and discharge of contracts, collection and sale of assets and discharge and payment of debts and liabilities of West Bradford; and

WHEREAS, the Voting Agreement Equityholders desire to enter into this Agreement to set forth their agreement and understanding with respect to how their membership or shareholder status, or shares of capital stock, units, membership interests or other equity, in the Subject Picotte Entities will be voted on, agreed with respect to or otherwise dealt with (whether by act or omission) in connection with any motion, consent, agreement, approval, request or understanding to dissolve, wind-up or liquidate or not continue or affirmatively discontinue the business of any Subject Picotte Entity.

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, sufficiency and adequacy of which are hereby acknowledged, the Voting Agreement Equityholders, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1.

(a) "Constituent Documents" means the articles of organization, certificate of incorporation, certificate of formation, bylaws, limited liability company agreement, operating agreement, shareholders agreement or equivalent organizational and governing documents of any applicable Person.

(b) "Majority WBC Holders" means Voting Agreement Equityholders holding at least a majority of the shares of West Bradford as held by and among solely the Voting Agreement Equityholders at the applicable time of calculation thereof.

(c) "Person" means any individual, partnership, limited liability company, corporation, cooperative, association, joint stock company, trust, joint venture, unincorporated organization or governmental authority, body or entity or any department, agency or political subdivision thereof.

(d) "Subject Picotte Entities" means West Bradford, the WBC Picotte Entities, the Non-WBC Picotte Entities and the Other Picotte Corporations.

2. Representations of each Voting Agreement Equityholder. Each Voting Agreement Equityholder, with respect to solely him, her or itself, hereby represents and warrants to each other Voting Agreement Equityholder as follows:

(a) Ownership of Equity. Such Voting Agreement Equityholder: (i) is the beneficial owner of, and has good and marketable title to, all of the capital stock, units, membership interests or other equity in the Subject Picotte Entities held by such Voting Agreement Equityholder, free and clear of any proxy, voting restriction or, to the knowledge of such Voting Agreement Equityholder, adverse claim or other lien, other than those created by this Agreement or a Constituent Document or under applicable federal or state securities laws; (ii) has the sole voting and sole disposition power over all of such Voting

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Agreement Equityholder's capital stock, units, membership interests or other equity in the Subject Picotte Entities; and (iii) except pursuant to this Agreement or the Constituent Documents of each Subject Picotte Entity, has not entered into any agreement, arrangement or commitment of any character relating to the voting of any of the capital stock, units, membership interests or any other equity in the Subject Picotte Entities held by such Voting Agreement Equityholder or taking of any action (whether by act or omission) by such Voting Agreement Equityholder with respect to a Subject Picotte Entity that would reasonably be expected to conflict with this Agreement.

(b) Power and Authority; Binding Agreement. Such Voting Agreement Equityholder has full power and authority and legal capacity to enter into, execute and deliver this Agreement and to perform fully such Voting Agreement Equityholder's obligations hereunder. This Agreement has been duly and validly executed and delivered by such Voting Agreement Equityholder and constitutes the legal, valid and binding obligation of such Voting Agreement Equityholder, enforceable against such Voting Agreement Equityholder in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(c) No Consents. To the knowledge of each applicable Voting Agreement Equityholder, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or any other Person on the part of such Voting Agreement Equityholder is required in connection with the valid execution, delivery or performance of this Agreement.

3. Agreements to Vote and Act With Respect to the Subject Picotte Entities. Provided that a Prohibitive Dissolution Effect has not occurred or been identified (without cure thereof) pursuant to Section 5, each Voting Agreement Equityholder hereby irrevocably and unconditionally agrees during the term of this Agreement, (i) at any annual or special meeting of a Subject Picotte Entity called with respect to the following matters (including every adjournment or postponement thereof), (ii) with respect to every action or approval by written consent of the shareholders, members or equityholders of a Subject Picotte Entity with respect to any of the following matters and (iii) with respect to any other agreement, arrangement or commitment of any character relating to the voting of any of the capital stock, units, membership interests or any other equity in the Subject Picotte Entities held by such Voting Agreement Equityholder, to agree, consent, approve, vote or otherwise act (whether by action or omission), or cause the holder of record of a Voting Agreement Equityholder's capital stock, units, membership interests or any other equity in the Subject Picotte Entities to agree, consent, approve, vote or otherwise act (whether by action or omission):

(a) in favor of any motion, consent, agreement, approval or request brought or raised to (i) cause or effectuate the dissolution, winding-up and liquidation in an orderly manner of West Bradford and/or (ii) separately empower or appoint a designated officer of West Bradford or other representative with respect to West Bradford to carry-out and effectuate the winding-up and liquidation in an orderly manner of West Bradford within a reasonable time so as to result in the discharge of liabilities to creditors in a manner that minimizes the losses normally attendant upon a liquidation;

(b) in favor of any motion, consent, agreement, approval or request brought or raised to (i) cause or effectuate the dissolution, winding-up and liquidation in an orderly manner of any Other Picotte Corporation and/or (ii) separately empower or appoint a designated officer of an Other Picotte Corporation or other representative with respect to such an Other Picotte Corporation to carry-out and effectuate the winding-up and liquidation in an orderly manner of such an Other Picotte Corporation within a reasonable time so as to result in the discharge of liabilities to creditors in a manner that minimizes the losses normally attendant upon a liquidation;

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(c) (i) against any motion, consent, agreement, approval or request brought or raised to support the continuation of or agree to continue the business of a WBC Picotte Entity that arises following the death, disability, termination, dissolution or bankruptcy of a member thereof, including as any such motion, consent, agreement, approval or request may arise following the dissolution of West Bradford or otherwise pursuant to the Constituent Documents of a WBC Picotte Entity, and (ii) in favor of any motion, consent, agreement, approval or request brought or raised to support or agree to terminate, liquidate and dissolve a WBC Picotte Entity that arises following the death, disability, termination, dissolution or bankruptcy of a member thereof, including as any such motion, consent, agreement, approval or request may arise following the dissolution of West Bradford or otherwise pursuant to the Constituent Documents of a WBC Picotte Entity; and

(d) (i) against any motion, consent, agreement, approval or request brought or raised to support the continuation of or agree to continue the business of a Non-WBC Picotte Entity that arises following the death, disability, termination, dissolution or bankruptcy of a member thereof, including as any such motion, consent, agreement, approval or request may arise pursuant to the Constituent Documents of a Non-WBC Picotte Entity, and (ii) in favor of any motion, consent, agreement, approval or request brought or raised to support or agree to terminate, liquidate and dissolve a Non-WBC Picotte Entity that arises following the death, disability, termination, dissolution or bankruptcy of a member thereof, including as any such motion, consent, agreement, approval or request may arise pursuant to the Constituent Documents of a Non-WBC Picotte Entity.

4. No Voting Trusts or Other Arrangement. Each Voting Agreement Equityholder agrees that, during the term of this Agreement, such Voting Agreement Equityholder will not, and will not permit any Person under such Voting Agreement Equityholder's control to, deposit any of the capital stock, units, membership interests or other equity in the Subject Picotte Entities in a voting trust or subject any of such capital stock, units, membership interests or other equity to any arrangement with respect to the voting thereof, in each case other than those entered into so as to carry out the terms and conditions of this Agreement in accordance with its terms.

5. Prohibitive Dissolution Effect.

(a) Following the date hereof, each Voting Agreement Equityholder intends to conduct due diligence for a period of ninety (90) days (subject to extension as contemplated below) with respect to the implications of dissolution of West Bradford, the WBC Picotte Entities, the Non-WBC Picotte Entities and the Other Picotte Corporations on: (i) existing life insurance policies of West Bradford held by West Bradford on the lives of its shareholders (the "WBC Life Insurance Policies"); (ii) outstanding indebtedness (other than trade payables incurred in the ordinary course of business) of West Bradford, the WBC Picotte Entities and the Non-WBC Picotte Entities ("Indebtedness"); (iii) tenant leases pursuant to which West Bradford, the WBC Picotte Entities or the Non-WBC Picotte Entities are landlord having rental square footage of five thousand (5,000) or more ("Material Leases"); and (iv) any additional categories of material commercial contracts to which West Bradford, the WBC Picotte Entities or the Non-WBC Picotte Entities are party or other material matters (*i.e.*, litigation, environmental matters, permitting matters, tax issues) affecting West Bradford, the WBC Picotte Entities or the Non-WBC Picotte Entities that are identified by the Majority WBC Holders as in need of due diligence for the purposes of this Section 5 (together with the WBC Life Insurance Policies, the Indebtedness and the Material Leases, the "Due Diligence Materials"). Such due diligence review of the Due Diligence Materials shall be focused solely on (x) with respect to the WBC Life Insurance Policies, all of the shareholders of West Bradford that are Voting Agreement Equityholders agreeing, in good faith, upon a mutually acceptable, reasonable process (that is expected to include, without limitation, completion of a self-disclosure medical questionnaire by each shareholder of West Bradford certified as true and correct by such shareholder) by which West Bradford may, during the process of dissolution and winding-up of

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West Bradford, either receive fair market value in exchange for the disposition of the WBC Life Insurance Policies or deposit the WBC Life Insurance Policies into a special purpose vehicle limited liability company or trust owned by certain of the Voting Agreement Equityholders to hold the WBC Life Insurance Policies and their applicable proceeds (as mutually agreed upon, a “Life Insurance Disposition Process”), and (y) with respect to all other Due Diligence Materials that are not the WBC Life Insurance Policies, identifying any event, circumstance, change, occurrence, state of facts or effect (an “Event”) that would have a material adverse effect on the carrying-out and effectuation of the dissolution, winding-up and liquidation of West Bradford, the WBC Picotte Entities, the Non-WBC Picotte Entities and the Other Picotte Corporations (considered as a whole) in an orderly manner that minimizes the losses normally attendant upon a liquidation (*e.g.*, the default of material Indebtedness secured by a mortgage or a default under a Material Lease) (the foregoing Events, collectively, “Adverse Events”). Any failure to reach agreement on a Life Insurance Disposition Process in the manner contemplated by the foregoing clause (x) or the occurrence of an Adverse Event contemplated by the foregoing clause (y) is referred to herein as a “Prohibitive Dissolution Effect”.

(b) If a Prohibitive Dissolution Effect occurs or is identified, the Voting Agreement Equityholders shall (i) with respect to any Adverse Event, (A) work together in good faith, and agree to vote in favor of any motion, consent, agreement, approval or request brought or raised in good faith, to cure, modify or eliminate such Adverse Event, and (B) conduct ongoing reviews and make ongoing determinations, at reasonable times (no less than annually), with respect to any continued existence of an Adverse Event, and (ii) with respect to any failure to reach agreement on a Life Insurance Disposition Process, work together in good faith to resolve the same and engage in ongoing discussions, at reasonable times (no less than annually), regarding reaching resolution and agreement with respect to the same.

(c) If a Prohibitive Dissolution Effect does not occur or is not identified within the ninety (90) day time period referred to in the first sentence of this Section 5, it shall be deemed that no Prohibitive Dissolution Effect exists for the purposes of this Agreement; provided, that, if affirmatively determined in writing by Majority WBC Holders prior to the expiration of the ninety (90) day time period contemplated by this sentence, such ninety (90) day time period may be extended for an additional thirty (30) day period.

(d) For the avoidance of doubt, the existence of a Prohibitive Dissolution Effect, as identified pursuant to this Section 5, shall operate solely as a condition to the covenants and agreements of the Voting Agreement Equityholders set forth in Section 3 and does not prevent the Voting Agreement Equityholders from otherwise causing or acting with respect to the dissolution of West Bradford, the WBC Picotte Entities, the Non-WBC Picotte Entities or the Other Picotte Corporations pursuant to the applicable Constituent Documents.

6. Insurance Purchase Rights. If no Prohibitive Dissolution Effect occurs and West Bradford is dissolved by a vote of the Voting Agreement Equityholders pursuant to the procedures contemplated by this Agreement (as opposed to any separate procedure, vote or approval with respect to the dissolution, winding-up or liquidation of West Bradford, generally), each Voting Agreement Equityholder, effective as of immediately prior to such dissolution pursuant to the procedures expressly contemplated by this Agreement, irrevocably and unconditionally waives his or her right pursuant to Section 8.4 and Section 10.2 of that certain Agreement, dated September 18, 1973, as amended, among the Voting Agreement Equityholders, to purchase from West Bradford any insurance policy that West Bradford may own on such Voting Agreement Equityholder’s life for the cash surrender value thereof.

7. Transfers; Additional Equity. Each Voting Agreement Equityholder agrees that no such Voting Agreement Equityholder shall, either directly or indirectly, transfer, sell, offer, exchange, assign, gift, pledge or convey any legal or beneficial ownership interest in, or otherwise dispose of any of the

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capital stock, units, membership interests or any other equity in the Subject Picotte Entities, without making the applicable transferee with respect to such capital stock, units, membership interests or other equity bound by this Agreement as if an original party hereto. Each Voting Agreement Equityholder agrees that all capital stock, units, membership interests or other equity that a Voting Agreement Equityholder purchases, acquires the right to vote or otherwise acquires beneficial ownership of after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement for all purposes of this Agreement.

8. Termination. This Agreement shall terminate upon the earliest to occur of (the “Expiration Time”): (a) the complete dissolution, winding-up and liquidation of all of the Subject Picotte Entities; (b) the termination of this Agreement by mutual written consent of the Voting Agreement Equityholders; and (c) ten (10) years from the date of this Agreement.

9. No Agreement as Director or Officer. Each Voting Agreement Equityholder has entered into this Agreement solely in such Voting Agreement Equityholder’s capacity as the record and beneficial owner of the capital stock, units, membership interests or other equity in the Subject Picotte Entities as applicable (and not in any other capacity, including any capacity as a manager, director or officer of a Subject Picotte Entity or its affiliates). Nothing in this Agreement will be construed to prohibit, limit or restrict a Voting Agreement Equityholder from exercising such Voting Agreement Equityholder’s fiduciary duties as a director or officer of a Subject Picotte Entity or its affiliates.

10. Further Assurances. Each Voting Agreement Equityholder agrees, from time to time, and without additional consideration, to execute and deliver such additional proxies, documents and other instruments and to take all such further action as may reasonably be necessary to consummate and make effective the transactions contemplated by this Agreement.

11. Specific Performance. Each Voting Agreement Equityholder acknowledges that it will be impossible to measure in money the damage to the other Voting Agreement Equityholders if a Voting Agreement Equityholder fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other Voting Agreement Equityholders will not have an adequate remedy at law or in damages. Accordingly, each Voting Agreement Equityholder agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other Voting Agreement Equityholders have an adequate remedy at law. Each Voting Agreement Equityholder hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other Voting Agreement Equityholders’ seeking or obtaining such equitable relief.

12. Entire Agreement; Amendments; Waiver. This Agreement supersedes all prior agreements, written or oral, between and among the Voting Agreement Equityholders with respect to the subject matter hereof and contains the entire agreement among the Voting Agreement Equityholders with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by each of JDP, MPF and RPC (including their applicable personal representatives). No waiver of any provisions hereof by a Voting Agreement Equityholder shall be deemed a waiver of any other provisions hereof by such Voting Agreement Equityholder, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such Voting Agreement Equityholder.

13. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized

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overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Voting Agreement Equityholders at the addresses set forth on Schedule B hereto (as such addresses may be updated from time-to-time by the Voting Agreement Equityholders in compliance with this Agreement).

14. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. This Agreement, and all legal actions (whether based on contract, tort, or statute) arising out of or relating to, or in connection with this Agreement or the actions of any of the parties hereto in the negotiation, administration, performance or enforcement hereof, shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of such state. All disputes or other claims arising out of or related to this Agreement shall be heard in a court of competent jurisdiction within the County of Albany, New York, which court(s) shall have exclusive jurisdiction thereof. With respect to any such litigated matter, the substantially prevailing party shall be entitled to recover from the other applicable parties all of his, her or its costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees.

(b) Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(c) Severability. If any term or provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Voting Agreement Equityholders shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Voting Agreement Equityholders as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(e) Interpretation. The section headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, such reference shall be to a section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." As used herein, the word "extent" in the phrase "to the extent" means the degree to which a

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subject or other thing extends, and does not simply mean “if,” and the word “or” is not exclusive. The definitions of terms defined herein shall apply equally to the singular and plural forms of such terms. The words “hereof,” “herein,” “hereby,” “hereto,” and “hereunder,” and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(f) Assignment. No Voting Agreement Equityholder may assign any of its rights or obligations under this Agreement without the prior written consent of each of JDP, MPF and RPC (including, as applicable, their applicable personal representatives); provided, that a Voting Agreement Equityholder must assign its rights and obligations under this Agreement to an applicable transferee with respect to a Voting Agreement Equityholder’s capital stock, units, membership interests or other equity in a Subject Picotte Entity as a condition to the transfer, sale, offer, exchange, assignment, gift, pledge or conveyance thereof as contemplated by Section 7 and any such assignment contemplated by this proviso shall not be subject to the above referenced prior written consent of JDP, MPF and RPC. As contemplated by Section 7, this Agreement will be binding upon and inure to the benefit of the Voting Agreement Equityholders and their respective successors and permitted assigns. Any assignment contrary to the provisions of this Section 14(f) shall be null and void.

(g) Joinder. Following the date hereof, any holder of shares of capital stock, units, membership interest or other equity in any of the Subject Picotte Entities that is not an original party to this Agreement may join this Agreement, as if an original party hereto, upon the written approval of each of JDP, MPF and RPC (including their applicable personal representatives) by executing a joinder to this Agreement in customary form and substance.

[signature page follows]

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

DocuSigned by:

John D. Picotte

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John D. Picotte

DocuSigned by:

Marcia P. Floyd

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Marcia P. Floyd

Signed by:

Rhea P. Clark

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Rhea Picotte Clark