

Attachment G

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**AGREEMENT AND CONSENT TO ASSIGNMENT OF PROFESSIONAL SERVICES
AGREEMENT (NO. A-12755), DATED APRIL 19, 2012, BETWEEN THE COUNTY OF
MONTEREY AND GC ENVIRONMENTAL, INCORPORATED, BY GC
ENVIRONMENTAL, INCORPORATED, ITS MANAGER (ASSIGNOR) TO ES
ENGINEERING SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY
(ASSIGNEE)**

This Agreement and Consent to Assignment is provided by the County of Monterey, a political subdivision of the State of California (hereinafter, "County") for the benefit of GC Environmental, Inc. (hereinafter, "Assignor") and ES Engineering Services, LLC, a Delaware limited liability company (hereinafter, "Assignee") and is effective retroactively as of December 31, 2015 (hereinafter, "Assignment Date") which is the effective date of the "Bill of Sale and Assignment" and the "Assignment and Assumption Agreement" attached hereto and incorporated by this reference, and collectively referred to as Exhibit "A".

RECITALS

- A. Whereas, Assignor and County entered into a Professional Services Agreement (PSA), Agreement No. A-12755, dated April 19, 2012, as modified by any and all addendums, amendments and exhibits thereto (collectively and hereinafter, "Professional Services Agreement") on file with the County of Monterey, Resource Management Agency – Public Works and incorporated herein by this reference as though fully attached hereto; and
- B. Whereas, on December 31, 2015 ("Assignment Date"), Assignee executed the "Bill of Sale and Assignment" and the "Assignment and Assumption Agreement" collectively referred to as "Exhibit A" attached hereto and incorporated by this reference; and
- C. Whereas Assignor has transferred certain of its assets to Assignee as reflected in the "Asset Purchase Agreement" dated as of December 29, 2015" attached hereto and incorporated by this reference as Exhibit "B". In connection with the transfer of such assets, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title and interest in and to the Professional Services Agreement which relate to the period on or after the Assignment Date of December 31, 2015 (hereinafter, "Assignment"); and
- D. Whereas, the Professional Services Agreement, at Section 15. Miscellaneous Provisions, item 15.06. Assignment and Subcontracting provides that "*The CONTRACTOR shall not assign, sell, or otherwise transfer its interest of obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.*"

CONSENT TO ASSIGNMENT

1. County hereby consents to the Assignment of said Professional Services Agreement No. A-12755 to Assignee, effective as of the Assignment Date of December 31, 2015, and acknowledges that said Assignment shall not constitute or be deemed a breach of said Professional Services Agreement by Assignor.
2. Pursuant to said Assignment, Assignor is relieved of all duties, obligations and liabilities under said Professional Services Agreement No. A-12755 arising on or after the Assignment Date of December 31, 2015, and County agrees to look solely to the Assignee to satisfy any such duties, obligations and liabilities under said Professional Services Agreement arising on or after the Assignment Date of December 31, 2015.
3. Assignee consents to the Assignment of the Professional Services Agreement No. A-12755 by Assignor to Assignee and hereby agrees to assume all duties, obligations and liabilities to the County under said Professional Services Agreement dated April 19, 2012 and any and all amendments thereto arising on or after the Assignment Date of December 31, 2015.
4. The Recitals to this Agreement and Consent to Assignment are hereby incorporated into this Agreement and Consent to Assignment.

COUNTY:

By:
Name: DEBORAH WILSON
Title: Deputy Purchasing Agent
Date: 31 MAR 2016

ASSIGNEE: GC Environmental, Inc.

By:
Name: RICHARD PROSSER
Title: CEO
(Board Chair, President, or Vice President)

Date: 3/14/2016

By:
Name: Farideh Kian
Title: Vice President, CFO
(Secretary, Assistant Secretary, CFO, Treasurer, Assistant Treasurer)

Date: 3/14/2016

Approved as to form and legality:
Office of the County Counsel

By:
Name: MATTHEW GRACE KELLY
Title: Deputy County Counsel
Date: 3-25-16

ASSIGNOR: ES Engineering Services, LLC, a Delaware limited liability company

By:
Name: Vijay Manthipragada, CEO of Montrose Environmental Group, Inc.
Its: Managing Member
Date: MARCH 10, 2016

Reviewed as to fiscal provisions

Auditor/Controller
County of Monterey 208-16

ES Engineering Services, LLC, a Delaware limited liability company
On-Call Landfill Monitoring Services (RFQ#10249)
RMA - Public Works

EXHIBIT A

**TO THE AGREEMENT AND CONSENT TO ASSIGNMENT
OF PROFESSIONAL SERVICES AGREEMENT NO. A-12755**

ES Engineering Services, LLC, a Delaware limited liability company
On-Call Landfill Monitoring Services (RFQ#10249)
RMA -- Public Works

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is entered into this 31st day of December, 2015. For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the undersigned, GC Environmental, Inc., a California corporation (the "Seller"), does hereby sell, assign, bargain, transfer, convey, grant, deliver and set over unto ES Engineering Services, LLC, a Delaware limited liability company (the "Purchaser"), its successors, designees and assigns, all right, title and interest of Seller in and to the Assets (including but not limited to the Assumed Contracts), free and clear of all Liens other than Permitted Liens.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of December 29, 2015, by and among Purchaser, the Seller, Richard Prosser, Dean Stanphill, Daniel Waineo, Farideh Kia and Cheryl Wood (the "Purchase Agreement").

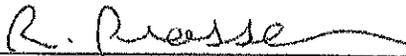
To the extent this Bill of Sale and Assignment is inconsistent with any terms or conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

This Bill of Sale and Assignment 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 thereof.

Following the date hereof, the Seller shall deliver to the Purchaser such further information and documents and shall execute and deliver to the Purchaser such further instruments and agreements as the Purchaser shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure the Purchaser the benefits hereof.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale the date hereof.

GC ENVIRONMENTAL, INC.

By: 

Name: Richard Prosser

Title: CEO

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made on December 31, 2015 between GC Environmental, Inc., a California corporation (“**Seller**”) and ES Engineering Services, LLC, a Delaware limited liability company (“**Purchaser**”).

WHEREAS, Seller has agreed to sell to the Purchaser certain assets and properties related to or used in connection with the Business pursuant to that certain Asset Purchase Agreement, dated as of December 29, 2015, by and among Purchaser, Seller, Richard Prosser, Dean Stanphill, Daniel Waineo, Farideh Kia and Cheryl Wood (the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, the Purchaser has agreed to assume certain obligations of Seller; and

WHEREAS, the parties wish to formally acknowledge such assumption.

NOW, THEREFORE, in consideration of the mutual benefits to each party, the parties, intended to be legally bound, agree as follows:

1. Assumption of Assumed Liabilities. The Purchaser hereby assumes and agrees to pay and discharge the Assumed Liabilities, as defined in and in accordance with Section 2.3(b) of the Purchase Agreement.
2. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
3. Entire Agreement. This Agreement and the Purchase Agreement contain the entire agreement of the parties with regard to the assumption set forth herein or therein. To the extent this Agreement is inconsistent with any terms or conditions in the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement on the date hereof.

SELLER:

GC ENVIRONMENTAL, INC.

By: R. Prosser

Name: Richard Prosser

Title: CEO

PURCHASER:

ES ENGINEERING SERVICES, LLC

**By: MONTROSE ENVIRONMENTAL
GROUP, INC., its sole member**

By: _____

Name: Jose Revuelta

Title: Vice President

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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement on the date hereof.

SELLER:

GC ENVIRONMENTAL, INC.

By: _____

Name: Richard Prosser

Title: CEO

PURCHASER:

ES ENGINEERING SERVICES, LLC

By: **MONTROSE ENVIRONMENTAL
GROUP, INC.**, its sole member

By:  _____

Name: Jose Revuelta

Title: Vice President

EXHIBIT B
TO THE AGREEMENT AND CONSENT TO ASSIGNMENT
OF PROFESSIONAL SERVICES AGREEMENT NO. A-12755

ES Engineering Services, LLC, a Delaware limited liability company
On-Call Landfill Monitoring Services (RFQ#10249)
RMA – Public Works

ASSET PURCHASE AGREEMENT

by and among

ES ENGINEERING SERVICES, LLC,

MONTROSE ENVIRONMENTAL GROUP, INC.

GC ENVIRONMENTAL, INC.

AND

THE SHAREHOLDERS OF GC ENVIRONMENTAL, INC.

DATED DECEMBER 29, 2015

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of December 29, 2015 by and among GC Environmental, Inc., a California corporation (the "Seller"), the shareholders of the Seller listed on the signature pages hereto (the "Shareholders"), ES Engineering Services, LLC, a Delaware limited liability company (the "Purchaser"), and, solely for the purposes of Sections 3.3, 3.5, 6.4, 10.1, and 10.3 of this Agreement, Montrose Environmental Group, Inc., a Delaware corporation (the "Parent").

RECITALS

WHEREAS, upon and subject to the terms and conditions set forth herein, the Seller proposes to sell to the Purchaser, and the Purchaser proposes to purchase from the Seller, substantially all of the assets used or held for use by the Seller in the conduct of its business, and the Purchaser proposes to assume certain of the liabilities and obligations of the Seller as set forth herein.

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants, agreements and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE I DEFINITIONS

Section 1.1 Certain Definitions. The following terms, as used herein, have the meanings set forth below:

"Acquisition Transaction" has the meaning set forth in Section 7.5.

"Affiliate" of any specified Person means any other Person that, directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, such specified Person.

"Affiliate Loan" has the meaning set forth in Section 7.14.

"Agreement" means this Asset Purchase Agreement, as may be amended from time to time.

"Allocation Schedule" has the meaning set forth in Section 3.6.

"Assets" has the meaning set forth in Section 2.1.

"Assignment and Assumption Agreement" has the meaning set forth in Section 9.2(c).

"Assumed Contracts" has the meaning set forth in Section 2.1(c).

"Assumed Liabilities" has the meaning set forth in Section 2.3(b).

"Bill of Sale" has the meaning set forth in Section 9.2(b).

"Business" means the business of providing of services related to commercial biogas industry, including collection systems, gas conditioning, destruction systems, and providing of services to environmental engineering specific to landfills, water treatment facilities, and wastewater treatment facilities.

"Business Day" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Los Angeles, California.

"Cap" has the meaning set forth in Section 11.5.

"Cash Purchase Price" has the meaning set forth in Section 3.3(a)(iii).

"Casualty" has the meaning set forth in Section 7.15.

"Closing" means the consummation of the purchase and sale of the Assets, as set forth in Article IX of this Agreement.

"Closing Date" means the date on which the Closing occurs.

"Closing Date Expenses" means: (a) all fees and expenses of all third parties incurred or expected to be incurred in providing Seller or the Shareholders with services (including legal, accounting, tax, broker, investment banking services and fees payable to Laboratory Science Institute) in connection with the transactions contemplated by this Agreement; and (b) the amount of all special bonuses, severance and other amounts that may become payable to any Employee, officer or director of Seller or other Person in connection with the consummation of the transactions contemplated by this Agreement.

"Closing Date Indebtedness" means any current or long-term indebtedness of, or guaranteed by, Seller with respect to (a) borrowed money, (b) notes payable, (c) capital leases, (d) Severance Costs, (e) accounts payable, (f) in accordance with Section 3.17(a) of the Seller Disclosure Schedule, vacation and other paid time off (i) accrued but unearned or (ii) earned but unused, in each case as of the Closing Date by the Employees and (g) installment sale Contracts or other Contracts relating to the deferred and unpaid purchase price of property or services, including any interest accrued thereon and prepayment or similar penalties and expenses, as of the Closing Date.

"Closing Date Indebtedness Statement" has the meaning set forth in Section 3.2.

"COBRA Coverage" means continuation coverage required under Section 4980B of the Code and Part 6 of Title I of ERISA and any applicable state Law.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Confidential Information" means any data or information concerning the Seller, the Seller's Business (including trade secrets), the Assets, or of the Purchaser or its Affiliates, without regard to form, regarding (for example and including) (a) business process models;

(b) proprietary software; (c) research, development, products, services, marketing, selling, business plans, budgets, unpublished financial statements, licenses, prices, costs, Contracts, suppliers, customers, and customer lists; (d) the identity, skills and compensation of employees, contractors, and consultants; (e) specialized training; (f) the fact that Seller is an acquisition target or the Purchaser is the purchaser or any information regarding this Agreement or the transactions contemplated hereby; (g) discoveries, developments, trade secrets, processes, formulas, data, lists, and all other works of authorship, mask works, ideas, concepts, know-how, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registrable under any intellectual property Laws or industrial property Laws in the United States or elsewhere. Notwithstanding the foregoing, no data or information constitutes "Confidential Information" if such data or information is publicly known and in the public domain through means that do not involve a breach by the Seller or the Shareholders of any covenant or obligation set forth in this Agreement.

"Contract" means any contract, sub-contract, agreement, lease, license, commitment, sale and purchase order, note, loan agreement or any other arrangement or understanding of any kind, whether written or oral, and whether express or implied.

"Control" means, when used with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise.

"Customer" means a customer of the Seller that paid the Seller at least \$5,000 in the aggregate during the year ended December 31, 2014 or a customer that is expected to pay the Seller more than \$5,000.00 in the aggregate during the twelve (12)-month period ending December 31, 2015.

"Direct Claim" has the meaning set forth in Section 11.3(c).

"Disclosure Schedules" has the meaning set forth in Article IV.

"Employee Benefit Plan" means, with respect to any Person, each plan, fund, program, agreement, arrangement or scheme, including each plan, fund, program, agreement, arrangement or scheme maintained or required to be maintained under applicable Laws, that is at any time sponsored or maintained or required to be sponsored or maintained by such Person or to which such Person makes or has made, or has or has had an obligation to make, contributions providing benefits to the current and former employees, directors, officers, consultants, independent contractors, contingent workers or leased employees of such Person or the dependents of any of them, or with respect to which such Person has any liability or obligation, including (a) each deferred compensation, bonus, incentive compensation, pension, retirement, employee stock ownership, stock purchase, stock option, profit sharing or deferred profit sharing, stock appreciation, phantom stock plan and other equity compensation plan, "welfare" plan (within the meaning of Section 3(1) of ERISA, determined without regard to whether such plan is subject to ERISA), (b) each "pension" plan (within the meaning of Section 3(2) of ERISA, determined without regard to whether such plan is either subject to ERISA or is tax-qualified under the Code), (c) each severance plan or agreement, and each other plan providing health, vacation, supplemental unemployment benefit, hospitalization insurance, medical, dental, disability, life

insurance, death or survivor benefits, fringe benefits or legal benefits and (d) each other employee benefit plan, fund, program, agreement or arrangement.

“Employment Agreement” means any employment contract, consulting agreement, termination or severance agreement, salary continuation agreement, change of control agreement or any other Contract, including offers for any of the above, respecting the terms and conditions of employment or payment of compensation in respect to any current or former director, officer or employee.

“Environmental Law” means any federal, state, local or foreign Law relating to pollution or protection of human health or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including any law or regulation relating to emissions, discharges, releases or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern.

“ERISA” means the United States Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any Person that together with the Seller would be deemed a “single employer” within the meaning of Section 414 of the Code.

“ERISA Affiliate Plan” means each Employee Benefit Plan sponsored or maintained or required to be sponsored or maintained at any time by any ERISA Affiliate, or to which such ERISA Affiliate makes or has made, or has or has had an obligation to make, contributions at any time, or with respect to which such ERISA Affiliate has any liability or obligation.

“Escrow Agent” has the meaning set forth in Section 3.3(a)(ii).

“Escrow Agreement” has the meaning set forth in Section 3.4.

“Escrow Deposit Amount” has the meaning set forth in Section 3.3(a)(iii).

“Escrow Fund” has the meaning set forth in Section 3.4.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Expiration Date” has the meaning set forth in Section 10.1(e).

“Financial Statements” means (a) the consolidated balance sheet of the Seller as of December 31, 2014, and the statements of income, equity and cash flow of the Seller for the year then ended and (b) the interim consolidated balance sheet of the Seller as of November 30, 2015, and the interim consolidated statements of income, equity and cash flow of the Seller for the eleven (11)-months then ended.

“Fundamental Representations” has the meaning set forth in Section 11.4.

“GAAP” means United States generally accepted accounting principles.

“Governmental Entity” means any (a) nation, state, commonwealth, county, city, town, village, district, or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign, or other government, (c) federal, state, local or foreign governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court or tribunal), (d) multi-national or supra-national organization or body, (e) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power, including any court or arbitrator, (f) self-regulatory organization or (g) official of any of the foregoing.

“Hazardous Materials” means any pollutant, chemical or substance, any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical or chemical compound, and any hazardous substance, material or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Laws, including any quantity of friable asbestos, urea formaldehyde, polychlorinated biphenyls, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products or derivatives.

“Holdback Shares” has the meaning set forth in Section 3.5(a).

“Indemnified Party” means a Purchaser Indemnified Party or a Seller Indemnified Party.

“Indemnifying Party” has the meaning set forth in Section 11.3(a).

“Intellectual Property” means any or all of the following and all rights, arising out of or associated therewith: (a) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (d) all industrial designs and any registrations and applications therefor; (e) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor; (f) all Software, databases and data collections and all rights therein; and (g) any similar or equivalent rights to any of the foregoing.

“Knowledge” means, with respect to any individual, all facts known or that reasonably should have been known by such individual after reasonable inquiry, and with respect to the Seller, all facts known or that reasonably should have been known after reasonable inquiry by the Shareholders, or the officers or senior managers of the Seller, in each case on the date hereof or on the Closing Date, as applicable.

“Labor Laws” means all Laws governing or concerning labor relations, unions and collective bargaining, conditions of employment, employee classification, employment discrimination and harassment, wages, hours or occupational safety and health, including ERISA, the United States Immigration Reform and Control Act of 1986, the United States National Labor Relations Act, the United States Civil Rights Acts of 1866 and 1964, the United States Equal Pay Act, the United States Age Discrimination in Employment Act, the United States Americans with Disabilities Act, the United States Family and Medical Leave Act, the

United States Worker Adjustment and Retraining Notification Act and similar state Laws, the United States Occupational Safety and Health Administration, the United States Davis Bacon Act, the United States Walsh-Healy Act, the United States Service Contract Act, United States Executive Order 11246, the United States Fair Labor Standards Act and the United States Rehabilitation Act of 1973.

"Laws" means all laws, statutes, common law, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs and awards of, or issued or entered by, all Governmental Entities.

"Leased Real Property" means the parcels of real property of which the Seller is the lessee or sublessee (together with all fixtures and improvements thereon).

"Licenses" means all notifications, licenses, permits, franchises, certificates, approvals, exemptions, classifications, registrations, clearances, permissions, qualifications and other similar documents and authorizations issued by any Governmental Entity or other regulatory agency, and applications therefor.

"Liens" means all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever.

"Losses" means any and all claims, liabilities, obligations, damages, losses, costs, diminution of value, expenses, penalties, fines and judgments (including amounts paid in settlement, costs of investigation and reasonable attorney's fees and expenses), whenever arising or incurred, and whether arising out of a third party claim.

"Material Adverse Effect" means any state of facts, change, event, effect or occurrence (when taken together with all other states of facts, changes, events, effects or occurrences) that has, has had or is reasonably likely to have a materially adverse effect on the financial condition, Business, results of operations, prospects, properties, assets or liabilities (including contingent liabilities) of the Seller or the Assets, including, without limitation, (i) any cancellation of, or threatened cancellation of, Seller's relationships with any Customer, (ii) any change in Laws affecting the Business of the Seller, (iii) the institution of any litigation, proceeding or action by or against Seller or any representatives of Seller (including proceedings instituted or threatened by a Government Entity), or (iv) the bankruptcy or insolvency of Seller. A Material Adverse Effect shall also include any state of facts, change, event or occurrence that shall have occurred or been threatened that (when taken together with all other states of facts, changes, events, effects or occurrences that have occurred or been threatened) has prevented or materially delayed, or would be reasonably likely to prevent or materially delay, the performance by Seller or any Shareholder of its, his or her obligations hereunder or the consummation of the transactions contemplated hereby.

"Materials of Environmental Concern" means any chemicals, pollutants, contaminants, wastes, toxic substances, petroleum and petroleum products and any other substances that are now or hereafter regulated by any Environmental Law or that are otherwise a danger to health, reproduction or the environment.

“Noncompete Period” means the period beginning on the Closing Date and continuing for a period of five (5) years after the Closing Date.

“Notice of Claim” has the meaning set forth in Section 11.3(c).

“Parent” has the meaning set forth in the Preamble.

“Parent Common Stock” has the meaning set forth in Section 3.1.

“Parent Related Agreement” means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by the Parent in connection with the transactions contemplated hereby.

“Party” means, individually, the Purchaser, the Seller and each Shareholder.

“Parties” means, collectively, the Purchaser, the Seller and the Shareholders.

“Payoff Letters” has the meaning set forth in Section 8.1(g).

“Permitted Liens” means (a) Liens for Taxes not yet due and payable (excluding Liens arising under ERISA or Code Sections 412 or 430) and (b) Liens of carriers, warehousemen, mechanics, materialmen and repairmen incurred in the ordinary course of business consistent with past practices and not yet delinquent.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, trust, Governmental Entity, or other organization.

“Purchase Price” has the meaning set forth in Section 3.1.

“Purchaser” has the meaning set forth in the preamble.

“Purchaser Ancillary Documents” means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by the Purchaser in connection with the transactions contemplated hereby.

“Purchaser Benefit Plan” means any Employee Benefit Plan maintained by the Purchaser or any of its Affiliates.

“Purchaser Group Health Plan” has the meaning set forth in Section 7.8(a).

“Purchaser Indemnified Parties” means the Purchaser and its Affiliates, their respective officers, directors, members, managers, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing.

“Purchaser Losses” has the meaning set forth in Section 11.1.

“Receivables” means the Seller’s accounts receivable, notes receivable and other receivables as of the close of business on the Closing Date.

“Reference Balance Sheet” means the reviewed consolidated balance sheet of the Seller as of November 30, 2015.

“Registered Intellectual Property” means all: (a) patents and patent applications (including provisional applications); (b) registered trademarks and service marks, applications to register trademarks and service marks, intent-to-use applications, or other registrations or applications related to trademarks and service marks; (c) registered copyrights and applications for copyright registration; (d) domain name registrations; and (e) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded with or by any Governmental Entity.

“Required Consent” has the meaning set forth in Section 4.4.

“Securities Act” means the Securities Act of 1933, as amended.

“Seller” has the meaning set forth in the preamble.

“Seller Ancillary Document” means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by the Seller or the Shareholders in connection with the transactions contemplated hereby.

“Seller Benefit Plan” means each Employee Benefit Plan sponsored or maintained or required to be sponsored or maintained at any time by Seller or to which Seller makes or has made, or has or has had an obligation to make, contributions at any time or with respect to which Seller has any liability or obligation.

“Seller Indemnified Parties” means each of Seller and its Affiliates, the Shareholders, and their respective officers, directors, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing.

“Seller Intellectual Property” means any Intellectual Property that is owned by, licensed to or used by the Seller in the conduct of its business.

“Seller Licensed Software” means all Software used in the Business (including off-the-shelf software) other than Seller Proprietary Software.

“Seller Losses” has the meaning set forth in Section 11.2.

“Seller Pension Plan” has the meaning set forth in Section 7.8(c)(i).

“Seller Proprietary Software” means all Software owned by the Seller.

“Seller Registered Intellectual Property” means all of the Registered Intellectual Property owned by, filed in the name of, or licensed to Seller.

“Severance Costs” means severance and other costs and related benefits to which any employee is entitled for any reason as a result of the termination of such Person’s employment

with Seller as of the Closing, including, without limitation, vacation pay, accrued salary, wages, commissions and bonuses, and any Taxes (including employer Taxes) related thereto.

“Share Price” has the meaning set forth in Section 3.3(a)(iv).

“Shareholder” has the meaning set forth in the preamble.

“Software” means any computer software program, together with any error corrections, updates, modifications, or enhancements thereto, in both machine-readable form and human-readable form, including all comments and any procedural code.

“Specifically Excluded Liabilities” has the meaning set forth in Section 2.4.

“Stock Consideration” has the meaning set forth in Section 3.3(a)(iv).

“Stockholder Agreements” has the meaning set forth in Section 5.4(g).

“Supplier” means any supplier of goods or services to which the Seller paid more than \$5,000 in the aggregate during the year ended December 31, 2014 or a supplier that is expected to pay the Seller more than \$5,000.00 in the aggregate during the twelve (12)-month period ending December 31, 2015.

“Taxes” means all taxes, assessments, charges, duties, fees, levies and other charges of a Governmental Entity, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind, including taxes of any Person under Treasury Regulation Section 1.1502-6, for which Seller may have any liability imposed by any Governmental Entity, whether disputed or not, and any related charges, interest or penalties imposed by any Governmental Entity.

“Tax Return” means any report, return, declaration or other information, in whatever form or medium, required to be supplied to a Governmental Entity in connection with Taxes, including estimated returns and reports of every kind with respect to Taxes.

“Termination Date” means the date prior to the Closing on which this Agreement is terminated in accordance with Article X.

“Territory” means the States of California, Oregon, Nevada and any other states where the Seller has conducted business in the three (3) year period prior to the date hereof.

“Third-Party Claim” has the meaning set forth in Section 11.3(a).

“Transferred Employee” means an employee of Seller who accepts an offer of employment from the Purchaser. Such employee shall be considered a “Transferred Employee” as of the time he or she first performs services for the Purchaser on or after the Closing Date.

“Treasury Regulations” means the temporary and final income Tax regulations promulgated under the Code.

“WARN” means the United States Worker Adjustment and Retraining Notification Act and similar state Laws.

Section 1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

ARTICLE II PURCHASE AND SALE

Section 2.1 Agreement to Purchase and Sell. Subject to the terms and conditions hereof, at the Closing, the Seller shall sell, assign, transfer and deliver to the Purchaser, and the Purchaser shall purchase, assume, acquire and accept from the Seller, all right, title and interest of the Seller in and to, except for the Excluded Assets, all of its assets, properties and rights of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, and wherever situated, in existence on the date hereof and any additions thereto on or before the Closing Date (such assets, properties and rights being referred to as the “Assets”), free and clear of all Liens other than Permitted Liens. The Assets shall include, without limitation, Seller’s right, title and interest in and to the following assets, properties and rights:

- (a) deposits (including security deposits), advances (including employee advances), pre-paid expenses and credits;
- (b) all fixed assets, vehicles, equipment, machinery, tools, furnishings, computer hardware and fixtures of the Seller, including but not limited to those fixed assets set forth on Exhibit 2.1(b);
- (c) the Contracts set forth on Exhibit 2.1(c) (the “Assumed Contracts”);
- (d) the Seller Intellectual Property, including, without limitation, the “GC Environmental, Inc.” name and all Intellectual Property rights associated therewith, and internet domain names and registrations;
- (e) phone numbers and email addresses used in the Business;
- (f) causes of action, lawsuits, judgments, claims and demands of any nature, whether arising by way of counterclaim or otherwise;
- (g) all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights;
- (h) goodwill;
- (i) all Licenses, including those set forth on Schedule 4.24;
- (j) insurance proceeds and insurance awards receivable with respect to any of the Assets which arise from or relate to events occurring prior to or on the Closing Date, and

(k) information, files, correspondence, records, data, plans, reports, and recorded knowledge, including customer, supplier, client, price and mailing lists, and all accounting or other books and records of the Seller in whatever media retained or stored, including computer programs and disks.

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary set forth herein, the Assets shall not include the following assets, properties and rights of the Seller (collectively, the “Excluded Assets”):

- (a) cash, cash equivalents and marketable securities;
- (b) the Receivables;
- (c) ownership and other rights with respect to the Seller Benefit Plans and the ERISA Affiliate Plans;
- (d) the articles of incorporation, bylaws, minute books, stock certificates and registers of the Seller;
- (e) the Employment Agreements between Seller or any Shareholder, on the one hand, and any other third party, including employees, consultants of the Seller or the Shareholders, on the other hand;
- (f) the rights that accrue to the Seller hereunder;
- (g) insurance policies (and any cash or surrender value thereon); and
- (h) any other assets mutually agreed upon by the Parties, as set forth on Exhibit 2.2(h), which exhibit will be delivered prior to the Closing;

Section 2.3 Assumption of Assumed Liabilities.

(a) Except as provided in Section 2.3(b) and notwithstanding anything to the contrary contained herein, the Purchaser shall not assume, in connection with the transactions contemplated hereby, any liability or obligation of Seller whatsoever, whether known or unknown, disclosed or undisclosed, accrued or hereafter arising, absolute or contingent, and the Seller shall retain responsibility for all such liabilities and obligations.

(b) Effective as of the Closing, the Purchaser shall assume the obligations of the Seller under each Assumed Contract, except to the extent such obligations are required to be performed on or prior to the Closing Date, are not disclosed on the face of such Assumed Contract, or accrue and relate to the operation of the Seller's business prior to the Closing Date (collectively, the “Assumed Liabilities”).

Section 2.4 Specifically Excluded Liabilities. Specifically, and without in any way limiting the generality of Section 2.3(a), the Assumed Liabilities shall not include, and in no event shall the Purchaser assume, agree to pay, discharge or satisfy any liability or obligation

hereunder or otherwise have any responsibility for any liability or obligation of the Seller (together with all other liabilities that are not Assumed Liabilities, the "Specifically Excluded Liabilities"):

- (a) relating to any liability or obligation (including accounts payable) owed to any Shareholder or to any Affiliate of Seller or a Shareholder;
- (b) for any Taxes with respect to any period;
- (c) for any Closing Date Indebtedness;
- (d) for any accounts payable relating to or arising out of the ownership, operation or maintenance of Seller's business or the Assets prior to the Closing;
- (e) relating to, resulting from, or arising out of, (i) claims made in pending or future suits, actions, investigations or other legal, governmental or administrative proceedings or (ii) claims based on violations of Law (including any health care, medical, workers' compensation, employment practices or health and safety matters), breach of Contract, or any other actual or alleged failure of Seller to perform any obligation (under any Law, License or Contract), in each case arising out of, or relating to, (w) acts or omissions that shall have occurred, (x) services performed or sold, (y) the ownership or use of the Assets, or (z) the operation of the Seller's business, prior to the Closing;
- (f) pertaining to any Excluded Asset;
- (g) relating to, resulting from, or arising out of, any former operation of Seller that has been discontinued or disposed of prior to the Closing;
- (h) under or relating to any Seller Benefit Plan or ERISA Affiliate Plan, including any obligation or liability to make any payment or payments to any Person as a result of the transactions contemplated hereby, whether or not such liability or obligation arises prior to, on or following the Closing Date;
- (i) relating to, resulting from or arising out of the employment or termination of any employees of the Seller, but not Transferred Employees;
- (j) arising or incurred in connection with the negotiation, preparation and execution hereof and the transactions contemplated hereby and any fees and expenses of counsel, accountants, brokers, financial advisors or other experts of the Seller, including the Closing Date Expenses;
- (k) of, relating to, or pertaining to any Affiliate; and
- (l) the liabilities set forth on Exhibit 2.4(1), which exhibit will be delivered prior to the Closing.

The Specifically Excluded Liabilities shall include all claims, actions, litigation and proceedings relating to any or all of the foregoing and all costs and expenses in connection therewith.

indemnification set forth in this Agreement shall not be deemed waived or otherwise affected by any investigation made, or knowledge acquired, by a Party.

Section 12.10 Compliance with Bulk Sales Laws. Each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

Section 12.11 Interpretation. Where the context requires, the use of a pronoun of one gender or the neuter is to be deemed to include a pronoun of the appropriate gender. References herein to any Law shall be deemed to refer to such Law, as amended from time to time, and all rules and regulations promulgated thereunder. The words “include,” “includes,” and “including” shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.” Except as otherwise indicated, all references in this Agreement to sections, schedules and exhibits are intended to refer to Sections, Schedules and Exhibits of this Agreement.

Section 12.12 Cooperation Following the Closing. Following the Closing, each Party shall deliver to the other Parties such further information and documents and shall execute and deliver to the other Parties such further instruments and agreements as any other Party shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure to any other Party the benefits hereof.

Section 12.13 Transaction Costs. Except as provided above or as otherwise expressly provided herein, (a) the Purchaser shall pay its own fees, costs and expenses incurred in connection herewith and the transactions contemplated hereby, including the fees, costs and expenses of its financial advisors, accountants and counsel, and (b) the Seller and the Shareholders shall pay the fees, costs and expenses of the Seller and the Shareholders incurred in connection herewith and the transactions contemplated hereby, including the fees, costs and expenses of financial advisors, accountants and counsel to the Seller and the Shareholders.

[Signatures appear on following page.]

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

PURCHASER:

ES ENGINEERING SERVICES, LLC

**By: MONTROSE ENVIRONMENTAL
GROUP, INC., its sole member**

By: 

Name: Jose Revuelta
Title: Vice President

PARENT:

**MONTROSE ENVIRONMENTAL GROUP,
INC.**

By: 

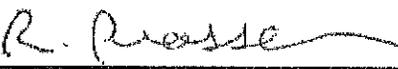
Name: Jose Revuelta
Title: Vice President

SELLER:

GC ENVIRONMENTAL, INC.

By: 
Name: Richard Prosser
Title: CEO

SHAREHOLDERS:


Richard Prosser

Daniel Wainco

Dean Stanphill

Farideh Kia

Cheryl Wood

GC ENVIRONMENTAL, INC.

By: _____
Name: _____
Title: _____

SHAREHOLDERS:

Richard Prosser

Daniel Wainco
*VS agreement
12-28-2015*

Dean Stanphill

Farrideh Kia

Cheryl Wood

SELLER:

GC ENVIRONMENTAL, INC.

By: _____

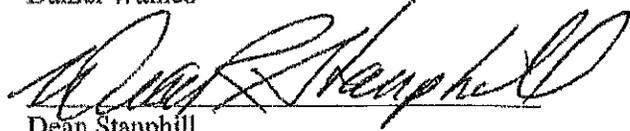
Name:

Title:

SHAREHOLDERS:

Richard Prosser

Daniel Wainco



Dean Stanphill

Farideh Kia

Cheryl Wood

SELLER:

GC ENVIRONMENTAL, INC.

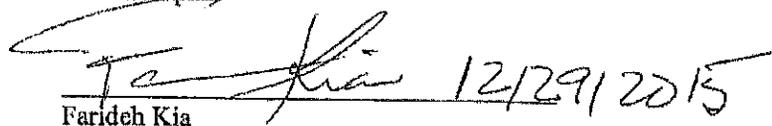
By: _____
Name: _____
Title: _____

SHAREHOLDERS:

Richard Prosser

Daniel Waineo

Dean Stanphill



Farideh Kia 12/29/2015

Cheryl Wood

SELLER:

GC ENVIRONMENTAL, INC.

By: _____

Name:

Title:

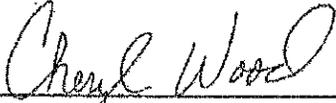
SHAREHOLDERS:

Richard Prosser

Daniel Wainco

Dean Stanphill

Farideh Kia



Cheryl Wood

APA v5 12/29/2015

Exhibit 2.1(c)
Assumed Contracts

Job No.	Client	Scope/Description
1003	[REDACTED]	Monitoring and other on-call services. Long term contract.
1011	[REDACTED]	On-call landfill gas related services and periodic special services. Long term contract.
1056	[REDACTED]	Monitoring services. Long term contract
1094	[REDACTED]	Monitoring and CQA Services. Long term contract
1116	[REDACTED]	Special landfill related services having to do with biogas and biogas destruction technologies. Long term contract.
1184	[REDACTED]	Biogas to energy design and construction services nationwide. Long term contract.
1124	[REDACTED]	Flare operations and maintenance. Long term client.
1189	[REDACTED]	Landfill gas operations and maintenance services at the Old Bakersfield Landfill. Long term contract.
1214	[REDACTED]	Landfill gas operations and maintenance. Development of new City Park. Long term contract.
1380	[REDACTED]	Process engineering and design related to landfill gas and conversion of biogas to high BTU fuels. Long term contract.
1386	[REDACTED]	Research Project on biogas conditioning. Long term relationship.
1400	[REDACTED]	Process engineering regarding biogas, long term client, relatively new MSA.
1404	[REDACTED]	Operations and Maintenance of residential community naturally occurring biogas in Orange County. Long term contract.
1406	[REDACTED]	GHG Reporting – on call environmental services. Long term client relationship.
1413	Monterey County	O and M, including groundwater monitoring and SWPPP related issues. Long term contract.
1415	[REDACTED]	On-call biogas related services on a variety of projects, including expert work for [REDACTED] Long term client relationship
1419	[REDACTED]	Expert Witness support [REDACTED]
1426	[REDACTED]	Historical good client with long term relationships. Small projects of a geotechnical nature.
1428	[REDACTED]	Process Engineering for biogas treatment. Long term client relationships.
1215	[REDACTED]	Landfill gas and process engineering related services including de-sulfurization. Long term contract and client relationship.

1282	[REDACTED]	Support services on southern California projects concerning biogas and landfills. Long term client relationship.
1296	[REDACTED]	Process Engineering and Economic Evaluations of LFG to energy at closed landfills. Relatively new client.
1332	[REDACTED]	Historic good client on biogas related issues and process engineering. Long term relationship.
1338	[REDACTED]	All landfill related services, including joint technical documents and closure plans.
1343	[REDACTED]	O & M for the landfill as well as the all services related to the development and construction of a new park.
1357	[REDACTED]	Methane Mitigation design and construction for project in Los Angeles were a City of LA Deputy Inspector is required. Long term relationship.
1379	[REDACTED]	O & M and numerous other on-call services for their closed landfill. Long term contract and client.
1442	[REDACTED]	Cultural Resources and relatively new client.
1443	[REDACTED]	CEQA related work in southern California. Okay client relationship.
1449	[REDACTED]	Process engineering for Flare. Relatively new client.
1451	[REDACTED]	Cultural Resources. New client.
1454	[REDACTED]	Expert Witness Las Vegas. New client.
1480	[REDACTED]	SWPPP in northern California. New client.
	[REDACTED]	Process engineering for high BTU plant

Software licenses for all licensed software of the Company

Exhibit 2.2(h)
Excluded Assets

None.

Exhibit 2.4(1)
Excluded Liabilities

None.