

PROCYON CORPORATION

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

To Be Held October 20, 2026

IMPORTANT NOTICE REGARDING THE AVAILABILITY OF PROXY MATERIALS FOR THE SPECIAL MEETING OF SHAREHOLDERS TO BE HELD ON OCTOBER 20, 2026:

This Proxy Statement and unaudited financial statements for the period ending March 31, 2026 are available on the Company's internet website at <http://www.procyoncorp.com/investor-relations.html>

Notice is hereby given that the Special Meeting of Shareholders of Procyon Corporation, a Colorado corporation (the "Company"), will be held at our new offices of Procyon Corporation, 164 Douglas Road East, Oldsmar, Florida 34677 on Tuesday, October 20, 2026, at 4:00 p.m. Eastern Time, or at any adjournment or adjournments thereof, for the following purposes:

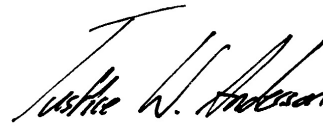
1. To approve the sale of the Purchased Assets of the Company (the "Asset Sale") pursuant to the Asset Purchase Agreement dated August 31, 2026 (the "Asset Purchase Agreement"), by and between AMERX Health Care Corporation, a wholly owned subsidiary of Procyon Corporation ("AMERX" or the "Seller") and Fronrunner Investments LLC, a Florida limited liability company, and EXTREMIT-EASE LLC, a Florida limited liability company (collectively "Buyer") (the "Asset Sale Proposal");
2. To approve the liquidation and dissolution of the Company (the "Dissolution"), which, if approved, will authorize the Company to dissolve and liquidate and to distribute the net proceeds to Shareholders (the "Distribution") (the "Dissolution and Distribution Proposal");
3. To consider and transact such other business as may properly come before the meeting or any adjournment thereof (the "Other Business and Adjournment Proposal").

These items of business, which we refer to collectively as the "proposals" are more fully described in the proxy statement accompanying this notice.

ALL SHAREHOLDERS ARE CORDIALLY INVITED TO ATTEND THE MEETING, although only shareholders of record at the close of business on August 31, 2026, will be entitled to notice of, and to vote at, the meeting or any adjournment thereof. The transfer books of the Company will not be closed.

The independent directors of the Company, acting as the Special Committee of the Board of Directors (the "Special Committee"), with certain interested directors abstaining, has unanimously approved each of the proposals set forth herein, in each case as being in the best interests of the Company and its stockholders. The Special Committee recommends that you vote "FOR" the Asset Sale Proposal, "FOR" the Dissolution and Distribution Proposal and "FOR" the Other Business and Adjournment Proposal.

By Order of the Board of Directors,



Justice W. Anderson
Chief Executive Officer

Clearwater, Florida
September 18, 2026

IMPORTANT

PLEASE MARK, DATE, SIGN, NOTE ANY CHANGE OF ADDRESS AND RETURN THE ENCLOSED PROXY CARD IMMEDIATELY IN THE ENCLOSED, SELF-ADDRESSED ENVELOPE. NO POSTAGE IS NECESSARY IF MAILED IN THE UNITED STATES. IF YOU ATTEND THE MEETING, WE WILL BE GLAD TO RETURN YOUR PROXY SO THAT YOU MAY VOTE IN PERSON.

PROCYON CORPORATION

164 DOUGLAS RD E.
OLDSMAR, FLORIDA 34677
(727) 447-2998

PROXY STATEMENT

SPECIAL MEETING OF SHAREHOLDERS

To Be Held October 20, 2026
4:00 p.m. Eastern Time

General

The enclosed proxy is solicited by Procyon Corporation (hereinafter referred to as the “Company” or “we”) for use at the Special Meeting of Shareholders to be held at the offices of Procyon Corporation, 164 Douglas Rd. E., Oldsmar, Florida at 4:00 p.m., Eastern Time, on Tuesday, October 20, 2026, for the purposes set forth in the foregoing Notice of Special Meeting of Shareholders. This Proxy Statement and the form of proxy will be mailed to shareholders on or about September 18, 2026. A shareholder giving a proxy has the power to revoke it at any time prior to its exercise by notifying the Secretary of the Company. Unless the proxy is revoked, or unless it is received in such form as to render it invalid, the shares represented by it will be voted in accordance with the instructions contained therein.

The record date with respect to this solicitation is August 31, 2026. All holders of record of Common Stock and Series A Cumulative Convertible Preferred Stock (“Preferred Stock”) of the Company as of the close of business on that date are entitled to vote at the meeting. As of August 31, 2026, the Company had a total of 8,349,688 voting shares issued and outstanding consisting of 8,194,788 of Common shares, and 154,900 shares of Preferred Stock. Each Common and Preferred share is entitled to one vote. A majority of the votes entitled to be cast constitutes a quorum. If a quorum exists, action on any of the Proposals will be approved if the votes cast in person or by proxy at the meeting favoring the action exceed the votes cast opposing the action. Abstentions and broker non-votes are not counted in the calculation of the vote. The Company’s officers and directors, who are expected to vote in accordance with the recommendations of the Board of Directors, own a majority of the Company’s outstanding shares. A shareholder may revoke a proxy at any time prior to its being voted. If a proxy is properly signed and is not revoked by the shareholder, the shares it represents will be voted at the meeting in accordance with the instructions of the shareholder. If the proxy is signed and returned without specifying choices, the shares will be voted in accordance with the recommendations of the Board of Directors. The cost of this solicitation will be borne by the Company. Employees and directors of the Company may solicit proxies on behalf of the Company but will not receive any additional compensation for such solicitation. Proxies may be solicited personally or by mail, email, facsimile or telephone.

As a matter of policy, the Company holds proxies, ballots and voting tabulations that identify individual shareholders confidential. Such documents are available for examination only by the inspectors of election, none of whom is an employee of the Company, and certain employees associated with tabulation of the vote. The identity of the vote of any shareholder is not disclosed except as may be necessary to meet legal requirements.

Summary

In connection with its ongoing consideration and evaluation of the Company’s long-term prospects and strategies, the Board of Directors of the Company (the “Board”) determined approximately two years ago that it wanted to lower the Company’s operating costs, including the costs of being an SEC reporting company, and the attendant legal and accounting costs as well as the impact upon the time of Company officers. Thus, in November 2024, the Company took the interim step of deregistering its public Common Stock and suspending its obligation to file public reports with the Securities and Exchange Commission (the “SEC”) – that is, the Company “went dark.” While the Company had removed its reporting obligations and deregistered its Common Stock, its common shares were still held by various shareholders outside the Company (“public shares”) and thus, it was still considered to be a public, non-SEC-reporting company.

In approximately early 2026, the Company decided to explore completing the going private process. This would involve conducting a major corporate transaction that results in acquiring all or most of the shares held by shareholders other than affiliates. Preliminarily, various transactions were discussed, such as cash out merger or a reverse stock split. However, the terms

of the Series A Cumulative Convertible Preferred Stock Designation of Rights and Preferences complicated both of these strategies, and others.

Therefore, the Company determined to explore the sale of its' wholly owned subsidiary's (AMERX Health Care Corporation ("AMERX")) assets to Frontrunner and EXTREMIT-EASE, LLC ("EXTREMIT-EASE") (both of which are owned by the same two executive officers and directors of Procyon), coupled with the dissolution and liquidation of the Company, with the asset sale net proceeds being distributed to the Common and Preferred shareholders, in the amounts further discussed below. Since the inside directors of the Company were interested in the proposed transaction, the Board enlisted the four outside, independent directors (acting as the "Special Committee") to evaluate the proposed transaction, negotiate the terms of the transactions and approve and recommend them on behalf of the Company, if the Committee determined that it is advisable and fair to and in the best interests of the Company and its stockholders to approve: (a) the sale of AMERX's assets to Frontrunner and EXTREMIT-EASE (the "Asset Sale"); (b) the liquidation and dissolution of the Company (the "Dissolution"); and (c) the distribution of the net proceeds of the Asset Sale to the Shareholders (the "Distribution").

As described in these proxy materials, our wholly owned subsidiary, AMERX, subject to approval by the Shareholders, entered into the Asset Purchase Agreement, dated August 31, 2026, to sell all of the Purchased Assets of AMERX, which relate to our wound care and compression garment business and represent substantially all of our assets, for a purchase price of \$2.4 million. The Buyer intends to continue the business of AMERX after the conclusion of the Asset Sale under a similar name, Amerx Health Care, LLC. The Asset Sale, combined with the liquidation and Dissolution of Procyon, if approved, are intended to take the Company entirely private. After the Asset Sale but prior to the completion of the Dissolution and liquidation of the Company, the Company will distribute the net proceeds of the Asset Sale, after satisfying any existing debts, to the Company's shareholders, as described herein. In addition, the contemplated transactions will cause the Company's existence to end.

The Special Committee is seeking stockholder approval of the Asset Sale because we are a Colorado corporation and the Asset Sale will constitute the sale of "substantially all" of our property and assets under Section 7-112-102, C.R.S of the Colorado Business Corporation Act (the "CBCA"). Section 7-112-102 of the CBCA, as modified by the Company's Articles of Incorporation, as amended, requires that a Colorado corporation obtain the approval of the holders of a majority of the corporation's outstanding stock entitled to vote thereon for the sale of all or substantially all of its property and assets. Additionally, the Asset Purchase Agreement requires the Seller to represent that the Agreement and other contemplated transactions have been duly approved by the Special Committee and shareholders. The Proposals to approve the Asset Sale pursuant to the Asset Purchase Agreement and to approve the subsequent Dissolution require the affirmative vote of the holders of a majority of the outstanding shares of our Common stock and Preferred Stock. Therefore, it is very important that your shares be represented and voted at the Special Meeting.

The approval of the Asset Sale Proposal is not conditioned upon stockholders approving the Dissolution and Distribution Proposal, but the approval of the Dissolution and Distribution Proposal is conditioned on stockholders approving the Asset Sale Proposal. The effectiveness of the Dissolution is conditioned upon the consummation of the Asset Sale. The Other Business and Adjournment Proposal is not conditioned upon the approval of any other proposal set forth in the proxy statement.

Stockholders have appraisal rights pursuant to Section 7-113-102(1)(c), C.R.S. in connection with the Asset Sale but not with respect to the Dissolution.

If the shareholders approve the Asset Sale and the Dissolution, the Company intends to file Articles of Dissolution (the "Articles of Dissolution") with the Colorado Secretary of State as soon as practicable following the Closing of the Asset Sale. Upon the Company's filing of a Articles of Dissolution with the Colorado Secretary of State, the winding up and liquidation of the Company will commence. At or about the time of filing the Articles of Dissolution, the Company plans to make distributions to the Shareholders (first to Preferred Shareholders and then to the Common Shareholder) of the net proceeds of the Asset Sale, less any remaining costs and liabilities, The amount and timing of any distributions to stockholders will be further described below, but we expect that the Common shareholders will receive \$.22 per share and the Preferred Shareholders will receive \$3.90 per share (consisting of the \$1 per share plus a pro rata amount of all accrued dividends as of the date of the Special Meeting, October 20, 2026).

CAUTIONARY STATEMENT CONCERNING FORWARD LOOKING INFORMATION

This Proxy Statement, and the documents to which we refer you in this Proxy Statement, contain “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Exchange Act. Forward-looking statements are often identified by the use of words such as, but not limited to, “believes,” “estimates,” “anticipates,” “continues,” “contemplates,” “expects,” “may,” “will,” “could,” “should” or “would” and other similar words or phrases. These statements, which are based on information currently available to us, are not guarantees of future performance and may involve risks and uncertainties that could cause our actual growth, results of operations, performance and business prospects, and opportunities to materially differ from those expressed in, or implied by, these statements. These forward-looking statements speak only as of the date on which the statements were made and, except as required by applicable securities laws, we expressly disclaim any obligation to release publicly any updates or revisions to any forward-looking statement included in this proxy statement or elsewhere. In addition to other factors and matters contained or incorporated in this proxy statement, these statements are subject to risks, uncertainties, and other factors, including, among others:

- satisfaction of closing conditions precedent to the consummation of the Asset Sale;
- the occurrence of any event, change or other circumstances that could give rise to the termination of the Asset Purchase Agreement;
- the effect of the announcement of the Asset Sale on our business relationships (including with employees, customers and suppliers), operating results and business generally;
- potential delays in consummating the Asset Sale and our ability to timely execute the Dissolution and distribution;
- the amount of proceeds that might be realized from the sale or other disposition of any remaining assets;
- the failure of our stockholders to approve the Asset Sale;
- the failure of the Asset Sale to close for any reason;
- the outcome of any litigation or governmental proceedings instituted against us;
- the amount of the costs, fees, expenses and charges related to the Asset Sale;
- our ability to retain employees, consultants or other resources to carry out the Dissolution;
- the failure of our stockholders to approve the Dissolution;
- our ability to satisfy our liabilities and obligations out of the proceeds of the transactions described herein and other available resources, if any; and
- our ability to distribute any remaining cash to our stockholders, according to the amount per share described herein;

The foregoing list of factors is not exclusive.

RISK FACTORS

You should carefully consider the risk factors described below. The special risk considerations described below are not the only ones facing us. Additional considerations not presently known to us or that we currently believe are immaterial may also impair our business operations. If any of the following special risk considerations actually occurs, our business, financial condition or results of operations could be materially adversely affected.

Risk Factors Relating to the Proposal to Approve the Asset Sale

If we fail to complete the Asset Sale, our business may be harmed.

We cannot provide assurances that the Asset Sale will be completed. The closing of the Asset Sale is subject to a number of conditions, including but not limited to our obtaining stockholder approval of the Asset Purchase Agreement and providing necessary third-party consents and approvals in order to sell the Assets. In addition, if the Asset Sale is not completed, the market price for our common stock may decline.

Our announcement of the Asset Sale may cause employees working for us to become concerned about the future of the business and lose focus or seek other employment.

In addition, if the Asset Sale is not completed, our directors, executive officers and other employees will have expended extensive time and effort and experienced significant distractions from their work during the pendency of the Asset Sale and we will have incurred significant third party transaction costs, in each case, without any commensurate benefit, which may have a material and adverse effect on our results of operations.

The Asset Purchase Agreement may expose us to contingent liabilities.

Under the Asset Purchase Agreement, the Sellers have agreed to indemnify the Buyers for a breaches of certain fundamental representations, warranties and covenants made by the Sellers in the Asset Purchase Agreement, and other matters. Significant indemnification claims by the Buyers could reduce the amount of net proceeds ultimately distributed to stockholders following the Asset Sale and expose us to contingent liabilities.

The Company did not obtain a fairness opinion in connection with the consideration expected to be paid to the Preferred Shareholders from the Distribution of the net assets of the Asset Sale.

While the Special Committee did obtain an opinion concerning the fairness of the expected distributions to be paid to the Common Shareholders upon Dissolution and Distribution, no fairness opinion was obtained *solely* in regard to the distributions to be paid to the Preferred Shareholders upon Dissolution and Distribution. However, the amounts to be paid to the Preferred Shareholders are contractually mandated pursuant to the Preferred Shares' Designation of Rights and Preferences. Thus, the Special Committee did not believe that a fairness opinion as to these distributions was warranted.

Our directors and executive officers may have interests that are different from, or in addition to, those of our stockholders generally in connection with the Asset Sale.

You should be aware of interests of, and the benefits available to, our directors and executive officers when considering the recommendation of our Special Committee on the Asset Sale Proposal and the Dissolution Proposal. Two of our inside directors are the members of both Buyers in the Asset Sale. These directors (Justice W. Anderson, James B. Anderson), and a family member (Regina W. Anderson), because of their conflicts of interest to the Company and its Shareholders, have abstained from voting on the Asset Sale and the Dissolution and Distribution (the "Abstaining Board Members"). These conflicted directors also beneficially own collectively 5,079,560 shares of our Common Stock, constituting approximately 62% of the Common Stock. Our directors and officers as a whole beneficially own 5,442,284 shares of Common Stock, or 66.4%. and executive officers may have interests in the Asset Sale and the Dissolution that may be in addition to, or different from, their interests as stockholders. The independents Board members, who constitute the Special Committee, have no interest in the Asset Sale or other transactions other than some of them own Common stock and will share in the Distribution.

We may be subject to litigation, which could be expensive and could divert our attention.

We may be subject to litigation in connection with the Asset Sale. Litigation against us could result in substantial costs and divert our management's attention from closing the Asset Sale, which could harm our business and increase our expenses, which could decrease the amount available for distribution to our stockholders.

Risk Factors Related to the Dissolution

If our Shareholders vote against the Dissolution Proposal, it would be very difficult for us to continue our business operations.

If our Shareholders do not approve the Dissolution, we would have to continue our business operations from a difficult position, in light of our announced intent to dissolve and liquidate. We would not be able to complete the Distribution unless the Dissolution is approved and effected. Prospective employees, and other third parties may refuse to form relationships or conduct business with us if they do not believe we will continue to operate as a going concern.

If we fail to create an adequate contingency reserve for payment of our expenses and liabilities, each of our stockholders who receive liquidating distributions could be held liable for payment to our creditors of his or her pro rata share of amounts owed to creditors in excess of the contingency reserve, up to the amount actually distributed to

such stockholder in the Dissolution.

If the Dissolution is approved by our Shareholders, and the Company proceeds with the Dissolution, we will file Articles of Dissolution with the Colorado Secretary of State to dissolve the Company. Pursuant to the CBCA, the Company will continue to be subject to creditor claims for at least two years after its dissolution becomes effective for the purpose of prosecuting and defending suits against the Company and enabling the Company and our subsidiaries to close their business, to dispose of their property, to discharge their liabilities and to distribute to stockholders any remaining assets. If a court holds at any time that we have failed to make adequate provision for our expenses and liabilities in the Dissolution or if the amount ultimately required to be paid in respect of such liabilities exceeds the amount available from our contingency reserve, our creditors could seek an injunction against the making of distributions on the grounds that the amounts to be distributed are needed to provide for the payment of our expenses and liabilities. Any such action could delay or substantially diminish the amount of any cash distributions to stockholders. If we fail to create an adequate contingency reserve for payment of our expenses and liabilities, creditors could assert claims against each stockholder receiving a distribution for the payment of any shortfall, up to the amounts previously received by the stockholder in distributions from us. In such event, a stockholder could be required to return all distributions previously made to such stockholder pursuant to the Dissolution.

THE ASSET SALE PROPOSAL (PROPOSAL NO. 1)

General.

In an effort to maximize Shareholder value, our Board, lead by a special committee of the independent and disinterested members of the Board (the “Special Committee”), undertook a strategic review process of the proposed sale of the assets of AMERX, the Company’s wholly-owned subsidiary, to Frontrunner and EXTREMIT-EASE. In connection with the strategic review process, the Special Committee determined that it was in best interests of the Company and its Shareholders to sell the assets of AMERX as described below.

On August 18, 2026, the Special Committee approved the terms of the Asset Sale pursuant to the Asset Purchase Agreement, and recommended the approval of such matters to the full Board. At a meeting of the Board on August 17, 2026, the non-abstaining members of the Board resolved to adopt and approve the Asset Sale and Asset Purchase Agreement and the transactions contemplated thereby, and to recommend to our Shareholders that they vote for the approval of the Asset Sale. A copy of the Asset Purchase Agreement is attached as Annex A to this Proxy Statement. Certain provisions of the Asset Purchase Agreement are summarized below. All capitalized, undefined terms used herein have the meanings ascribed to such terms in the Asset Purchase Agreement. We encourage you to read the Asset Purchase Agreement in its entirety.

The Asset Sale Proposal requires the affirmative vote of the holders of a majority of our outstanding Common and Preferred stock entitled to vote thereon, voting together. The Preferred stock votes on an as-converted to Common stock basis, meaning one Preferred share equals one Common share vote, since the conversion rate is 1:1.

If the Asset Sale is approved by Shareholders at the Special Meeting, we expect to complete the Asset Sale within 30 days after the date of approval by the Shareholders, assuming all remaining closing conditions under the Asset Purchase Agreement have been satisfied or waived. The Asset Sale is expected to close on or about November 20, 2026, but the exact timing of the completion of the Asset Sale is not certain.

Parties to the Asset Purchase Agreement

The Seller to the Asset Purchase Agreement is AMERX, the Company’s wholly-owned subsidiary. In May 1996, the Company acquired Amerx, a corporation based in Oldsmar, Florida, which was wholly owned by John C. Anderson, our deceased Chief Executive Officer. AMERX® develops and markets proprietary medical products used in the treatment of pressure ulcers, stasis ulcers, wounds, dermatitis, inflammation and other skin problems. Historically, AMERX’s products are sold through distributors to healthcare institutions including hospitals, wound care clinics, nursing homes and home health care agencies and to retailers including national and regional chain stores and pharmacies and to healthcare practitioners who treat wounds. The financial statements of AMERX and the Company are consolidated, with AMERX’s revenues constituting 100% of the Company’s revenues.

The Buyers are (i) Frontrunner and (ii) EXTREMIT-EASE. Both are Florida limited liability companies whose

members are Justice W. Anderson, our Chief Executive Officer and Director and James B. Anderson, our Chief Financial Officer and Director. Frontrunner was formed in October 2025 initially to purchase the 1,380,000 shares of the Company's Common Stock owned by an institutional investor, which purchase was concluded in October 2025. Subsequently, in 2026, as the proposed Asset Sale was being discussed, Frontrunner offered to purchase AMERX's assets.

EXTREMIT-EASE was formed as a Florida limited liability company in July 2026. Its two members are Justice W. Anderson and James B. Anderson, our Chief Executive Officer and Chief Financial Officer, respectively.

Background of the Asset Sale

The following chronology summarizes the material meetings and events that led to the execution of the Asset Purchase Agreement. The following chronology does not purport to catalogue every conversation among the Board, the Special Committee, members of the Company's senior management ("senior management") or the Company's advisors and other parties, including the Buyers.

In March, 2026, the Board authorized the four independent, outside directors of the Company, acting together as the Special Committee of the Board of Directors (the "Special Committee"), to consider and evaluate the merits and fairness of a proposed transaction consisting on the sale of all of the assets of AMERX to Frontrunner Investments, LLC and EXTREMIT-EASE LLC ("Asset Sale") and the subsequent dissolution of Procyon and distribution of the net assets to Procyon's Shareholders. The members of the Special Committee have no financial interest in the asset sale. The Special Committee noted that the members of the buyers in the Asset Sale are Justice W. Anderson and James B. Anderson, the Company's Chief Executive Officer and Chief Financial Officer, respectively. The Special Committee noted the conflict of interest of these two inside Board members because of this related-party transaction.

The Special Committee hired an independent CPA and independent legal counsel with a business practice to assist the Committee in its work. The Special Committee also retained a Certified Management Consultant, who served the Committee for logistics purposes only; scheduling meetings at the Committee's request, gathering requested information or documents and distributing those, coordinating meetings with the independent financial and legal advisors chosen by the Committee.

On March 12, 2026, the Special Committee conducted its initial meeting. The Committee discussed the Directors' fiduciary duties, confidentiality requirements and its responsibilities regarding management projections and information. The Committee further received and reviewed the valuation report conducted by Vision Point Capital on July 25, 2025. The Special Committee noted the recent purchase of 1,380,000 shares of the Company's Common Stock by Frontrunner from an institutional investor at \$.12 per share. The Committee review the outstanding Common and Preferred Shares. The Special Committee requested that Matt Springer of Vision Point attend the next meeting.

The Special Committee met again on March 19, 2026, with Mr. Springer of Vision Point attending. After questions and discussions, the Committee requested that management authorize an updated valuation to be conducted by Vision Point. Management authorized the updated valuation.

On March 26, 2026, the Special Committee met with Justice Anderson, CEO, and James Anderson, CFO, concerning the Common and Preferred Shareholders. The Committee reviewed the number of shareholders and the restrictions contained in the Preferred Shares Designation of Rights and Preferences (the "Preferred Designation").

On June 8, 2026, the Special Committee met along with Matt Springer of Vision Point to discuss the revised and updated valuation and the assumptions made in the valuation.

The Special Committee met with its independent CPA advisor on June 10, 2026. The CPA advisor led questions and discussion regarding the updated valuation. The CPA advisor reviewed the updated valuation report of Vision Point and concluded that it was thorough in its approach, used recognized valuation methods and constituted a well-supported and professionally prepared valuation.

On June 18, 2026, the Special Committee met again with management, Justice and James Anderson. The attendees discussed the type of transaction proposed, whether an asset sale, reverse stock split or other form of transaction. The

difficulties presented in certain types of transactions pertaining to the required vote of the Preferred Shareholders (in some cases, 2/3 voting as a class) were discussed. A memorandum of Company counsel was made available to the Committee, which described some of these difficulties.

The Special Committee met on July 2, 2026 with the Committee's counsel. A letter of intent from the Buyers in the Asset Sale was presented to the Committee. At the conclusion of the meeting, the Committee found that the \$.22 per share consideration to be paid to the Common Shareholders in the distributions following dissolution of the Company is fair and in the Company's best interests, subject to the final opinion of the CPA advisor and review of the Asset Purchase Agreement.

On August 13, 2026, the Special Committee met with its counsel to review a draft of the proposed Asset Purchase Agreement, between AMERX and Frontrunner and EXTREMIT-EASE. The Committee and counsel requested clarifications and certain changes to the Agreement, which were sent to the Buyers' legal counsel.

On August 17, 2026, the Special Committee met and received and reviewed the Committee's advisor CPA opinion and its counsel's review and approval of the revised Asset Purchase Agreement. After discussion, the Special Committee voted unanimously to approve the Asset Purchase Agreement in final form and the consideration paid in the Asset Sale, and the \$.22 per share to be paid to the Common Shareholders as part of the Dissolution and Distribution.

On September 11, 2026, Vision Point delivered its written opinion dated September 11, 2026, to the Special Committee to the effect that, as of that date and based upon and subject to the assumptions made, procedures followed, matters considered and limitations and qualifications described in its opinion, (i) the Aggregate Consideration to be received by AMERX pursuant to the Asset Purchase Agreement is fair, from a financial point of view, to Procyon, as the sole shareholder of AMERX, and (ii) the Common Distribution Consideration of \$0.22 per share to be received by the Common Stockholders in the Dissolution and Distribution is fair, from a financial point of view, to the Common Stockholders.

On September 17, 2026, the Special Committee unanimously voted that, based on the Fairness Opinion and the opinions of its independent CPA and legal counsel, the consideration to be paid to Procyon for the purchase of AMERX's assets is fair, and that the \$.22 per share to be received by the Common Shareholders in the Dissolution and Distribution is fair.

Engagement of Financial Advisors

In connection with the Company's strategic review process, the Company engaged Vision Point Capital, Inc., an investment banking firm in Tampa, Florida ("Vision Point") initially in the fall of 2025 to perform a valuation of the Company's common stock. Vision Point reviewed numerous documents from the Company, including financial statements, accounting records and other operational reports. Vision Point completed its valuation in July, 2025, and the valuation supported Frontrunner's purchase of 1,380,000 Common shares in October 2025.

As the Company moved toward the Asset Sale and Dissolution and Distribution transactions, Vision Point was engaged again in March 2026 to revise its valuation, and after reviewing the terms of the Asset Purchase Agreement and the contemplated transactions, to provide its opinion of the fairness of the consideration to be received by the Company in the Asset Sale and the amount of the intended Distributions to the Common Shareholders from a financial point of view. Procyon has paid Vision Point a total of \$60,000, \$35,000 for the initial and updated valuations and \$25,000 for the fairness opinion.

On September 11, 2026, Vision Point delivered its written opinion dated September 11, 2026, to the Special Committee to the effect that, as of that date and based upon and subject to the assumptions made, procedures followed, matters considered and limitations and qualifications described in its opinion, (i) the Aggregate Consideration to be received by AMERX pursuant to the Asset Purchase Agreement is fair, from a financial point of view, to Procyon, as the sole shareholder of AMERX, and (ii) the Common Distribution Consideration of \$0.22 per share to be received by the Common Stockholders in the Dissolution and Distribution is fair, from a financial point of view, to the Common Stockholders. A summary of that opinion, including the material assumptions, procedures, analyses and limitations, is included under "Vision Point Opinion to the Special Committee," below. Vision Point's Fairness Opinion is attached to this Proxy Statement as Annex B.

Under the terms of an engagement letter, the Company agreed to pay Vision Point a fee of \$25,000 for rendering its

opinion. Such opinion fee was not contingent upon the consummation of the Asset Sale, or the conclusions reached in the opinion. In addition, the Company agreed to reimburse Vision Point for reasonable expenses incurred in connection with the engagement and to indemnify Vision Point against certain liabilities that may arise out of its engagement by the Company and the rendering of the opinion.

Reasons for the Asset Sale

The Asset Sale is the result of a broad review of strategic alternatives by the Special Committee and Board. The Asset Sale and Asset Purchase Agreement were negotiated by the Special Committee.

Other Transaction Scenarios Considered.

The Company first considered other transactions to go completely private, including a reverse stock split, a forward cash merger (Procyon merging into Frontrunner), a reverse triangular merger (Procyon merging into a wholly-owned subsidiary of Frontrunner). However, each of these other strategies faced various difficulties, impediments and uncertainties. Under the terms of the Preferred Stock Designation of Rights and Preferences, available at <http://www.sos.state.co.us/biz/ViewImage.do?masterFileId=19871716490&fileId=19951125487> (the “Preferred Designation”). One of the major complications was that the Preferred Designation required for some of these strategies a 2/3 supermajority vote of the Preferred Stock, voting as a class. The Company did not believe that such a vote was feasible given the historic low Preferred share representation in shareholder meetings over the last several years. In addition, a reverse stock split, at the high ratio that would be required, would cash out a lot of insiders. Another difficulty was the Dividend and Share repurchase blocker contained in Section II(2): as long as any share of Preferred Stock is outstanding, the Company cannot (i) declare or pay any dividend or make any other distribution (other than dividends payable solely in Common Stock or other capital stock ranking junior as to dividend rights to the Preferred Stock) on the Common Stock or any other class or series of capital stock of the Company ranking, as to dividends, on a parity with the Preferred Stock (“Parity Dividend Stock”) or equal or junior to the Preferred Stock, or set funds aside therefor, or (ii) purchase, redeem or otherwise acquire, or permit any subsidiary of the Company to purchase, redeem or otherwise acquire, any of the Common Stock, Parity Dividend Stock or any other class of capital stock ranking junior as to dividends to the Preferred Stock.

The Company briefly considered a self tender offer. However, the Preferred Designation prohibits any buy back of Company stock as long as the Preferred shares are outstanding. Redemptions of the Preferred Stock were also prohibited.

Mergers can be structured in many ways, but one structure considered was to merge Procyon (and its subsidiary, AMERX) into Frontrunner, with Frontrunner being the survivor. The Preferred Stock and the Common Stock would be cashed out in the merger and extinguished. Even though the Preferred Designation would exclude a merger from being deemed a liquidation and thus, the \$1/share part of the Liquidation Preference would not be triggered, the cash payout to Procyon shareholders (the merger consideration) would necessarily have to consider the full Liquidation Value analysis in order to be fair. However, Frontrunner would inherit the contractual accrued dividend obligation of the Preferred Stock from Procyon even though the shares are extinguished. Further, a cash out merger that pays the Preferred shareholders less than the full Liquidation Value would likely constitute an “adverse affect” on Preferred rights, requiring a 2/3 class vote of the Preferred Stock. Another problem is that the merger consideration paid to Common shareholders could be considered to be a distribution prohibited by the Dividend Blocker. If so, the Section II(2) blocker would arguably prohibit completing the merger without first satisfying the preferred dividend arrearage.

The Company also considered a reverse triangular merger, where Frontrunner would form a wholly-owned subsidiary (NewCo) and Procyon (and AMERX) merge into NewCo, with Procyon being the survivor. Frontrunner ends up owning 100% of Procyon. All existing Procyon shareholders — common and preferred — receive cash merger consideration and their shares are extinguished. Procyon would continue to exist as a wholly-owned subsidiary of Frontrunner.

Similar to the analysis of a cash out merger above, the same issues apply. Accrued dividend arrearage is an independent contractual obligation, which would be inherited by Frontrunner. The Dividend Blocker arguably applies to merger consideration paid to Common. The practical result approximates Liquidation Value anyway. Further a 2/3 class vote of the Preferred Stock is likely triggered.

Why the Asset Sale was Selected

Considering the Asset Sale and Dissolution, the Company knew that the Preferred Designation required the payment to Preferred Shareholder of the “Liquidation Amount,” equal to \$1.00 per share plus the amount of any dividends which have accrued thereon and remain unpaid through the close of business on the date of such liquidation, dissolution or winding up, whether or not such dividends have been earned or declared. However, the separate 2/3 vote of the Preferred Shares would not be required. Shareholder approval would consist of a majority of all shareholders – Common and Preferred – entitled to vote, voting together.

After considering these other transaction scenarios, the following transaction was proposed: Procyon would sell the assets of AMERX, its wholly-owned and operating subsidiary to Frontrunner and EXTREMIT-EASE. The price offered is \$2.4 million (the “Proceeds”). After the sale of assets is completed, the Company (which would have no assets other than the \$2.4 million received in the asset sale) would file Articles of Dissolution to dissolve the corporation and windup its affairs and the Common and Preferred shareholders of Procyon are expected to receive distributions of the Proceeds as follows: Common shareholders (holding a total of 8,194,788 shares outstanding) would be paid .22 per share, totaling \$1,802,836; Preferred Stockholders would be paid \$3.90 per share, consisting of \$1 per share plus accrued dividends through October 20, 2026.

On August 18, 2026, the Special Committee approved the Asset Sale pursuant to the Asset Purchase Agreement, and recommended the approval of such matters by the Board. At a meeting of the Board on August 17, 2026, the Special Committee recommended that the Board adopt and approve the Asset Sale and Asset Purchase Agreement and the transactions contemplated thereby, and to recommend to our stockholders that they vote for the approval of the Asset Sale. By consent minutes of the Board dated August 20, 2026, signed by all of the members of the Special Committee and with the three conflicted and interested Abstaining Board Members abstaining.

The Special Committee, with the assistance of the Company’s senior management and legal and financial advisors, evaluated the Asset Purchase Agreement and the consideration negotiated with Buyers and its representatives. After careful consideration, the Special Committee determined that (i) the Asset Sale is advisable and fair to and in the best interests of the Company and our stockholders and (ii) the form, terms and provisions of the Asset Purchase Agreement and the Asset Sale are advisable and fair to and in the best interests of the Company and our stockholders.

In evaluating the Asset Sale, the Special Committee and the Board consulted with the Company’s management and legal and financial advisors and, in reaching their determinations, the Special Committee considered various substantive factors, both positive and negative, and the potential benefits and detriments of the Asset Sale, including the financial analyses and opinion of Vision Point described under “The Asset Sale (Proposal No. 1)—Vision Point Opinion.” The Special Committee believed that, taken as a whole, the following factors supported their respective decisions, consistent with their discharge of fiduciary duties owed to stockholders, to approve the Asset Sale and outweighed any potential risks:

- *Consideration.* Taking into account the opinion of Vision Point, the Special Committee considered the value and the consideration to be received by us pursuant to the Asset Purchase Agreement, concluding that it represented a greater return for the Company and its stockholders with respect to such assets than continuing to operate such assets under our existing operations and was fair from a financial point of view.

- *Likelihood of Consummation of the Asset Sale.* The Special Committee considered the likelihood that the Asset Sale will be completed, including the nature of the conditions to Buyer’s obligation to consummate the transaction and the likelihood that those conditions would be satisfied.

- *Ability to Return Net Proceeds from the Asset Sale to Stockholders.* The Special Committee considered the likelihood that the Asset Sale would result in positive net proceeds to us, which, subject to our satisfaction of and compliance with existing obligations, and appropriate reserves for anticipated costs and liabilities, would allow us to return a substantial portion of the net proceeds from the Asset Sale to our stockholders.

The Special Committee also considered a variety of risks and other potentially negative factors relating to the Asset Sale, including the following:

- *Risk of Non-Completion.* The Special Committee considered the risk that the Asset Sale might not be completed, and in that event, our directors, executive officers and other employees will have expended extensive time and

effort and will have experienced significant distractions from their work, and we will have incurred significant transaction costs.

- *Possible Disruption of the Business.* The Special Committee considered the possible disruption to our business that might result from the announcement of the Asset Sale and the resulting distraction of the attention of our management and employees.

In addition, the Special Committee was aware of and considered the interests that certain of our directors and executive officers may have with respect to the Asset Sale that differ from, or are in addition to, their interests as stockholders of the Company.

The above discussion summarizes the material factors considered by the Special Committee in their consideration of the Asset Sale. In light of the variety of factors and the quality and amount of information considered, as well as the complexity of these matters, the Special Committee did not find it practicable to, and did not attempt to, make specific assessments of, quantify, rank or otherwise assign relative weights to the specific factors considered in reaching this determination. The Special Committee conducted an overall analysis of the factors described above, as well as others, including thorough discussion with, and questioning of, our senior management and our legal and financial advisors, and considered the benefits of the Asset Sale to outweigh the risks and the factors overall to be favorable to, and to support, its determination. Individual members of the Special Committee may have given different weight to different factors.

Vision Point Opinion to the Special Committee

On September 11, 2026, Vision Point delivered its written opinion dated September 11, 2026, to the Special Committee to the effect that, as of that date and based upon and subject to the assumptions made, procedures followed, matters considered and limitations and qualifications described in its opinion, (i) the Aggregate Consideration to be received by AMERX pursuant to the Asset Purchase Agreement is fair, from a financial point of view, to Procyon, as the sole shareholder of AMERX, and (ii) the Common Distribution Consideration of \$0.22 per share to be received by the Common Stockholders in the Dissolution and Distribution is fair, from a financial point of view, to the Common Stockholders.

The full text of the Vision Point Opinion is attached to this proxy statement as Annex B and is incorporated into this document by reference. The summary of the Vision Point Opinion set forth herein is not a comprehensive description of all analyses and factors considered by Vision Point and is qualified in its entirety by reference to the full text of the Vision Point Opinion. The Company's stockholders are urged to read the Vision Point Opinion carefully and in its entirety for a discussion of the procedures followed, assumptions made, matters considered, limitations of the review undertaken by Vision Point in connection with the Vision Point Opinion, as well as other qualifications contained in the Vision Point Opinion. However, the Vision Point Opinion, the summary of the Vision Point Opinion and the related analyses set forth in this Proxy Statement are not intended to be, and do not constitute, advice or a recommendation to holders of Company Common Shares or Preferred Shares as to how to act or vote with respect to the Proposed Transaction or any other matter.

In connection with its Opinion, Vision Point made such reviews, analyses and inquiries as it deemed necessary and appropriate under the circumstances to enable Vision Point to render the Vision Point Opinion. Vision Point also took into account its assessment of general economic, market and financial conditions, as well as its experience in securities and business valuation, in general, and with respect to similar transactions, in particular. Vision Point's procedures, investigations and financial analysis with respect to the preparation of the Vision Point Opinion included, but were not limited to, the items summarized below.

In arriving at its Opinion, Vision Point, among other things:

1. Reviewed Vision Point's valuation report of Procyon Corporation & Subsidiaries, dated August 26, 2026, with a valuation date of December 31, 2025;
2. Considered historical financial and business information of Procyon and its subsidiaries furnished to us by management, including audited financial statements for the fiscal years ended June 30, 2020 through June 30, 2025 and unaudited interim financial information through December 31, 2025;

3. Reviewed financial forecasts, projections and other forward-looking financial information prepared by management and discussed with management the principal assumptions underlying such forecasts, projections and information;

4. Reviewed the execution-ready Asset Purchase Agreement, the June 25, 2026 memorandum from Procyon's legal counsel concerning the proposed asset sale and dissolution, the management representation letter dated August 10, 2026, management's shareholder payout calculation and capitalization information, and other transaction documents and correspondence made available to Vision Point;

5. Discussed with senior management of Procyon and AMERX the companies' businesses, historical and expected financial performance, financial condition, operating results, working-capital requirements, liquidity, prospects and outlook;

6. Considered Procyon's capital structure, including the Common Stock, Preferred Stock and stock options, and the liquidation preference and cumulative dividend rights of the Preferred Stock;

7. Considered the historical and recent trading activity of the Common Stock, including the October 2025 purchase by Frontrunner of 1,380,000 shares from the Speer Foundation at \$0.12 per share;

8. As applicable, compared the financial performance of Procyon and the valuation characteristics of certain transactions and publicly traded companies considered relevant in our valuation analysis;

9. Considered the valuation indications derived under the income, market and asset approaches in our valuation of Procyon as of December 31, 2025;

10. Considered general economic, industry, financial and market conditions relevant to our analysis; and

11. Conducted such other financial studies, analyses and inquiries and considered such other information and factors as Vision Point deemed appropriate for purposes of rendering this Opinion.

In performing its analyses and rendering the Vision Point Opinion with respect to the Proposed Transactions, Vision Point:

1. Assumed and relied upon the accuracy and completeness of all financial and other information provided or otherwise made available to us by Procyon, AMERX, their management, representatives and advisors, without independently verifying such information;

2. Relied upon the management representation letter dated August 10, 2026.

3. Assumed that the financial forecasts, projections and other forward-looking financial information reviewed was reasonably prepared in good faith on bases reflecting the best currently available estimates and judgments of management;

4. Assumed that the final executed Asset Purchase Agreement and related transaction documents will conform in all material respects to the execution-ready form reviewed by Vision Point and that the Proposed Transactions will be consummated substantially in accordance with the terms communicated to Vision Point, including the \$2,400,000 Purchase Price, Buyer's assumption of the Assumed Liabilities, the proposed dissolution of Procyon, satisfaction of the Preferred Stock liquidation entitlement and the \$0.22 per-share Common Distribution Consideration.

5. Relied upon management and Procyon's legal, accounting and tax advisors with respect to legal, regulatory, accounting and tax matters, including the rights and priorities of the Preferred Stock, the requirements for shareholder approval and dissolution, and the validity and enforceability of the transaction documents.

Recommendation of the Special Committee

After careful consideration, the disinterested and independent members of the Board (constituting the Special Committee) unanimously recommends that you vote "FOR" the approval of the Asset Sale pursuant to the Asset Purchase

Agreement.

Net Proceeds from the Asset Sale and Their Expected Use

Pursuant to the terms of the Asset Purchase Agreement, the Buyers will pay to the Company an aggregate purchase price of \$2.4 million in cash (the “Purchase Price”) upon the closing of the Asset Sale (the “Closing”). After the Closing, and assuming that the Dissolution and Distribution Proposal is approved by the Shareholders, the Company will ascertain the amount of any liabilities that need to be satisfied in the Dissolution process. We estimate that such liabilities will not exceed \$50,000. Accordingly, the net proceeds of the Purchase Price plus other assets of Procyon that can be used for Distribution to the Shareholders would be at least \$2.4 million.

Interests of Our Directors and Executive Officers in the Asset Sale

Certain of our directors and executive officers may have interests in the Asset Sale that are different from, or in addition to, those of our stockholders generally. These interests may create potential conflicts of interest. The Board was aware that these interests existed when it approved the Asset Purchase Agreement and the Asset Sale. All such interests are described below to the extent material, and except as described below, such persons have, to our knowledge, no material interest in the Asset Sale apart from those of stockholders generally. These interests include:

- Two of our executive officers and directors – Justice W. Anderson and James B. Anderson – are the two members of each of the Buyers. Thus, these officers and directors have a direct conflict of interest in the Asset Sale and subsequent Dissolution and Distribution. Accordingly, these directors have abstained from voting on approval and recommendation of the Proposals.
- Regina W. Anderson is the mother of Justice W. Anderson and James B. Anderson and the Chairwoman of the Board. Because of her familial ties to Justice W. Anderson and James B. Anderson, she also has a conflict of interest and has abstained from voting on approval and recommendation of the Proposals.
- *Concentrated Voting Control.* Our directors collectively beneficially own 5,442,284 shares of our Common Stock, constituting approximately 66% of the outstanding shares of voting stock (including the Preferred Shares). As a result, such directors will have the ability to control the outcome of proposals submitted to our stockholders for approval herein. For more information, see the section titled “Security Ownership of Certain Beneficial Owners, Management and Related Stockholder Matters.”
- *D&O Indemnification.* Our Articles of Incorporation, as amended, contains provisions providing that we will indemnify each of our directors and officers who is made a party, to any threatened, pending or completed action, suit or proceeding. Our directors and officers will retain the right to continued indemnification and insurance coverage for acts or omissions occurring prior to the Asset Sale and arising out of the fact that such person was a director or officer of the Company prior to the Asset Sale.

The Special Committee was aware of these interests and considered them, among other matters, in approving the Asset Sale pursuant to the Asset Purchase Agreement, and recommending the approval of such matters by the Board.

Appraisal Rights in Respect of the Asset Sale

Appraisal rights are a statutory remedy available in many states to stockholders who object to certain extraordinary actions taken by a corporation, such as mergers or certain other change of control transactions. This remedy typically allows dissenting stockholders to require the corporation to buy their stock at a price equal to its fair value immediately before the extraordinary corporate action is taken. In Colorado, Section 7-113-102(1)(d), C.R.S. entitles a shareholder to appraisal rights in a transaction involving the consummation of a disposition of assets of an entity controlled by the corporation. The procedures for asserting and perfecting appraisal rights are set forth in Sections 7-113-201 through 7-113-207, C.R.S.

Accounting Treatment of the Asset Sale

If the Asset Sale is consummated, it is expected to be accounted for as a “sale” by the Company, as that term is used under

generally accepted accounting principles, for accounting and financial reporting purposes.

The Asset Purchase Agreement – Summary of Terms

The following is a summary of certain of the terms of the Asset Purchase Agreement. This summary does not purport to describe all the terms of the Asset Purchase Agreement and is qualified in its entirety by reference to the full text of the Asset Purchase Agreement, which is attached as Annex A. We urge you to read the Asset Purchase Agreement carefully and in its entirety because it, and not the summary set forth in this proxy statement, is the legal document that governs the Asset Sale.

The representations, warranties and covenants contained in the Asset Purchase Agreement were made only for purposes of the Asset Purchase Agreement as of specific dates and may be subject to more recent developments. Such representations, warranties and covenants were made solely for the benefit of the parties to the Asset Purchase Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating risk between the parties instead of establishing these matters as facts, and may apply standards of materiality in a way that is different from what may be viewed as material by you or by other investors. For the foregoing reasons, you should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties or any of their respective subsidiaries or affiliates.

General

Under the terms of the Asset Purchase Agreement, Buyers will purchase the Purchased Assets of AMERX, which include, among other things, (a) all cash and cash equivalents; (b) all Accounts Receivable held by Seller; (c) all Inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories net of any dead stock; (d) all Assigned Contracts identified by Buyer; (e) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and telephone, and other Tangible Personal Property; (f) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, and fees (including any such item relating to the payment of Taxes); (g) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets; (h) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets, or the Assumed Liabilities; (i) originals or, where not available, copies, of all books and records, including books of account, ledgers, and general, financial, and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records, and data (including all correspondence with any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction; (j) all goodwill and the going concern value of the Purchased Assets and the Business; and (k) all Intellectual Property including but not limited to patents, trademarks, copyrights, trade secrets, internet assets, 510ks, and all other intellectual property and proprietary rights of any kind. Buyers will assume only the Assumed Liabilities expressly specified in the Asset Purchase Agreement.

Consideration

Aggregate consideration for the sale of the Purchased Assets consists of \$2.4 million, plus the assumption of the Assumed Liabilities.

Closing

The Closing will occur at the time and place as mutually agreed upon by the parties.

Representations and Warranties

AMERX made representations and warranties relating to, among other things:

- corporate organization, existence, good standing and power and authority to carry on our business;
- no conflicts or consents;

- financial statements;
- undisclosed liabilities;
- absence of certain changes, events, and conditions;
- assigned contracts;
- title to Purchased Assets;
- condition and sufficiency of assets;
- inventory;
- accounts receivable;
- legal proceedings; governmental orders;
- compliance with laws;
- taxes; and
- full disclosure.

Additionally, Buyers made representations and warranties relating to the following matters:

- organization and authority of buyer;
- no conflicts; consents; and
- legal proceedings.

Covenants

The Asset Purchase Agreement contains several covenants that apply to the Company and Buyer, respectively, and collectively.

The covenants that are specific to the Seller generally relate to, among other things: keeping all information concerning the Business confidential, restrictions concerning non-competition and non-solicitation of employees; paying all sales, use, registration, and other such Taxes and fees (including any penalties and interest) incurred in connection with the Agreement.

The parties both covenant not to make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other party.

Indemnification

The Asset Purchase Agreement contains indemnification provisions from the Seller and the Buyers.

The Seller indemnifies the Buyers from all claims arising out of: (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in the Agreement, any other Transaction Document, or certificate, or exhibit related thereto; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to the Agreement, any other Transaction Document, or certificate, or exhibit related thereto; or (c) any Third-Party Claim based upon, resulting from, or arising out of the business, operations, properties, assets, or obligations of Seller or any of its Affiliates (other than the Purchased Assets or Assumed Liabilities) conducted, existing, or arising on or prior to the Closing Date.

Similarly, the Buyer indemnifies the Seller from all claims arising out of: (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement, any other Transaction Document, or certificate, or exhibit

related thereto; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement; (c) any cost or liability of Seller arising in connection with Buyer's cooperative efforts or other arrangement undertaken in accordance with Section 1.03; or (d) any Assumed Liability.

THE SPECIAL COMMITTEE UNANIMOUSLY RECOMMENDS YOU VOTE "FOR" THE ASSET SALE PROPOSAL.

THE DISSOLUTION AND DISTRIBUTION (PROPOSAL NO. 2)

At the Special Meeting, stockholders will be asked to consider and vote upon a proposal to approve the Dissolution and subsequent Distribution of net proceeds to the stockholders. The Special Committee has approved the Dissolution and Distribution, subject to stockholder approval. Pursuant to the Articles of Incorporation, as amended, the affirmative vote of the holders of a majority of all the issued and outstanding shares of Common stock and Preferred stock, voting together, is required to approve the Dissolution.

If the Shareholders approve the Dissolution and Distribution Proposal, the Company will file Articles of Dissolution with the Colorado Secretary of State as soon as practicable. The Company will then begin the liquidation process, which will involve, among other things, satisfying, settling or making provisions for any debts and liabilities of the Company. The Company will then distribute the net proceeds of the Asset Sale to the Common and Preferred Shareholders as follows:

The Preferred Shareholders shall receive the Liquidation Value as specified in the Preferred Designation (\$1.00 per share plus the amount of any dividends which have accrued thereon and remain unpaid through the close of business on the date of such liquidation, dissolution or winding up). As of the date of the Special Meeting, the Preferred Shareholders are expected to receive \$3.90 per share in accordance with the Liquidation Preference in the Preferred Designation.

The Common Shareholders will receive \$.22 per share, which is supported by Vision Point's valuation of the Common stock and Opinion.

Recommendation of the Special Committee

The Special Committee unanimously approved the Dissolution and Distribution and recommends that stockholders vote "FOR" the Dissolution and Distribution Proposal. Approval of the Dissolution and Distribution Proposal will constitute the required stockholder approval to dissolve and liquidate the Company and the distribution of net proceeds to the Shareholders.

Reasons for the Dissolution and Distribution

In considering the Dissolution, the Special Committee considered the dissolution process under the CBCA, as well as other available strategic options. As part of the Special Committee's evaluation processes, the Special Committee considered the risks and timing of potential strategic options available to the Company, and consulted with the Company's management and legal and financial advisors. In approving the Dissolution and the dissolution process, the Special Committee considered various factors, including but not limited to, the factors described elsewhere in this proxy statement and the following factors:

- Because the Asset Sale was chosen as the best form of strategic transaction to achieve the Company's goals, if Dissolution and Distribution of the net proceeds were not also part of the overall transactions, Shareholders of Procyon would be left with an empty shell with no assets, but still having the Preferred Stock in place that would continue to accrue dividends.
- The Dissolution and Distribution would distribute to the Company's Preferred Shareholders the Liquidation Value mandated by the Preferred Designation.
- The Dissolution and Distribution would distribute the Company's remaining net asset value to the Common Shareholders, in amounts that are deemed to be fair from a financial point of view.
- The determination by the Special Committee, after conducting a review of the Company's financial condition, evaluation of the Company's strategic alternatives, prospects for the sale of the Company as a whole or its remaining assets in individual sales, the results of operations and the Company's future business prospects, that continuing to operate is not reasonably likely to create greater value for the stockholders than the value that may be obtained for the stockholders pursuant to the sale of the Company's remaining assets and the complete liquidation and dissolution of the Company.

- That the liquidation and dissolution provides stockholders with an opportunity to potentially monetize their investment in the Company and allows the Company to distribute the maximum amount of cash to the Company's stockholders from the sale of its remaining assets and distribution to the Shareholders.
- The extermination of the Company's remaining assets following the closing of the Asset Sale.
- The fact that the Dissolution and Distribution Proposal must be approved by a majority of the Company's Shareholders, which ensures that the Board will not be taking action without the support of a significant portion of the stockholders.

The Special Committee also considered certain material risks or potentially adverse factors in making its determination and recommendation, including, but not limited to, the following:

- The uncertainty of the timing, nature and amount of any liquidation proceeds and distributions to stockholders, or that the need to resolve or otherwise address contingent liabilities and the potential emergence of additional liabilities or contingent obligations during the dissolution process could significantly delay, reduce or prevent any distributions to the stockholders.
- The fact that, under the CBCA, the stockholders are not entitled to appraisal rights for their shares of common stock in connection with the liquidation and dissolution of the Company. However, Shareholders would have appraisal rights with respect to the Asset Sale.
- The risk that Shareholders may be required to repay some or all of the amounts distributed to them by the Company pursuant to the Dissolution and Distribution if unknown or unanticipated claims arise against the Company during the winding up period.
- The risk that the amounts available for distribution to the Shareholders may be significantly less than the Company's estimates due to unknown or contingent liabilities or increases in the costs and expenses related to settling the Company's and its subsidiaries' liabilities and winding up their respective businesses.
- The risk that the directors of the Company may be held personally liable for the unpaid portion of any claims against the Company if they fail to comply with the statutory procedures for the dissolution of the Company and distribution of the net proceeds from the Asset Sale.

The members of Special Committee did not quantify or otherwise assign relative significance to any of the factors considered when making their determination, but instead considered whether the factors as a whole justified recommending the Dissolution and Distribution Proposal to the stockholders. The foregoing summarizes the material factors and risks considered by the Special Committee, but it is in no way meant to be exhaustive of the discussion and information considered. In view of its many considerations, the Special Committee did not quantify or otherwise assign relative significance to any factor considered. In addition, each member of the Special Committee may have given different significance to each factor.

The approval of the Dissolution and Distribution Proposal will authorize the Board to wind up the affairs of the Company, to cease operating the business for which the Company was organized and to finally terminate the existence of the Company.

Priority of Distributions

In accordance with the provisions of the Preferred Designation, the Preferred Shareholders (Series A Cumulative Convertible Preferred Stock), are entitled to receive the full Liquidation Value upon liquidation and dissolution of the Company. This means \$1 per share plus a pro rata share of the total accumulated dividends, dating back to October 1995. After the Preferred Shares receive their pro rata Liquidation Value, the remaining net proceeds of the Asset Sale, which constitute all Common Shareholders receiving \$.22 per share, will be paid.

Officers and Directors Following the Dissolution Date

We expect that certain members of our Board and one or more of our remaining officers are expected to oversee the winding up of the Company as part of the dissolution and liquidation process.

THE SPECIAL COMMITTEE UNANIMOUSLY RECOMMENDS YOU VOTE "FOR" THE DISSOLUTION AND DISTRIBUTION PROPOSAL.

OTHER BUSINESS AND ADJOURNMENT (PROPOSAL NO. 3)

If the number of voting shares of Common and Preferred stock present in person or represented by proxy at the Special Meeting voting in favor of the proposal to approve the Asset Sale or the Dissolution and Distribution is insufficient to approve the Asset Sale or the Dissolution and Distribution at the time of the Special Meeting, we intend to adjourn the Special Meeting to a later date or dates in order to enable the Board to solicit additional proxies in respect of the proposal to approve the Asset Sale and the Dissolution. It is also possible that other business could be properly presented at the Special Meeting.

In this proposal regarding the adjournment of the Special Meeting, we are asking you to approve one or more adjournments of the Special Meeting, if necessary, for the purpose of soliciting additional proxies in favor of the proposal to approve the Asset Sale and the Dissolution and Distribution. If our stockholders approve the Adjournment Proposal, we could adjourn the Special Meeting and any adjourned session of the Special Meeting and use the additional time to solicit additional proxies, including the solicitation of proxies from stockholders that have previously returned properly executed proxies voting against the Asset Sale or the Dissolution, as applicable. Among other things, approval of the Adjournment Proposal could mean that, even if we had received proxies representing a sufficient number of votes against the Asset Sale or the Dissolution such that the proposal to approve the Asset Sale or the Dissolution and Distribution, as applicable, would be defeated, we could adjourn the Special Meeting without a vote on the approval of the Asset Sale or the Dissolution, as applicable, and seek to convince the holders of those shares to change their votes to votes in favor of the Asset Sale and the Dissolution and Distribution. Additionally, we may seek to adjourn the Special Meeting if a quorum is not present at the Special Meeting.

Vote Required for Approval

Approval of the proposal to approve one or more adjournments of the Special Meeting, if necessary, to allow for the solicitation of additional proxies to approve the Asset Sale and the Dissolution and Distribution, requires the affirmative vote of the holders of a majority of the voting power of the shares of Common and Preferred Shares, voting together.

THE SPECIAL COMMITTEE UNANIMOUSLY RECOMMENDS YOU VOTE “FOR” THE OTHER BUSINESS AND ADJOURNMENT PROPOSAL.

UNAUDITED FINANCIAL STATEMENTS

The Company's unaudited financial statements (Balance Sheet, Statement of Income) for the interim period ended March 31, 2026, are attached to this Proxy Statement as Annex C.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information regarding beneficial ownership of Common Stock as of September 18, 2026 by (i) each person known by the Company to own beneficially more than 5% of the outstanding Common Stock, (ii) each director or director nominee, and (iii) all executive officers and directors as a group. Each person has sole voting and sole investment or dispositive power with respect to the shares shown except as noted. As to the Company's Preferred stock, as of September 18, 2026, no officer or director of the company owned any Preferred shares.

Common Shareholdings on September 18, 2026

Name and Address	(4)	Number of Shares	Percent of Class (%)
Justice W. Anderson		4,205,500 (5)	51.3
George O. Borak		100,092	1.2
Fred W. Suggs	(1)(3)	174,592 (7)	2.1
James B. Anderson		796,000 (6)	9.7

Regina W. Anderson		78,060	1.0
Joseph R. Treshler	(1)(2)	45,640	*
Monica L McCullough	(2)	21,600	*
Steven McComas	(3)	20,800	*
All directors and officers as a group (eight persons)		5,442,284	66.4
Frontrunner Investments, LLC (8)		1,380,000	16.8

* Less than 1%

- (1) Member of the Compensation Committee.
- (2) Member of the Audit Committee.
- (3) Member of the Ethics Committee.
- (4) Except as noted above, the address for all persons listed is 164 Douglas Rd E, Oldsmar, Florida 34677.
- (5) Mr. Anderson beneficially owns 3,350,500 shares of common stock as Trustee of the John C. Anderson Trust in accordance with Mr. Anderson's will. He beneficially owns 690,000 shares of common stock through his membership in Frontrunner Investments LLC. He also owns of record 75,000 shares of common stock and options to purchase 90,000 shares of Common Stock.
- (6) Mr. Anderson beneficially owns 690,000 shares of common stock through his membership in Frontrunner Investments LLC and includes 10,000 shares in joint name with his wife and options to purchase 25,000 shares of Common Stock.
- (7) Includes options to purchase 25,432 shares of common stock.
- (8) Address: 625 Court Street, Ste 200, Clearwater, FL 33756.

Where You Can Find Additional Information

The Company's Annual Reports for fiscal year end June 30, 2024 and 2025 can be found at <https://www.otcm Markets.com/stock/PCYN/disclosure>

ANNEX A
ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated this 31 day of August, 2026, is entered into between AMERX Health Care Corporation a wholly owned subsidiary of Procyon Corporation, a Colorado corporation ("**Seller**"), and Frontrunner Investments LLC., a Florida limited liability company, and EXTREMIT-EASE LLC., a Florida limited liability company (collectively "**Buyer**"). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, Seller is engaged in the business of manufacturing wound care products and compression garments (the "**Business**"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller all the assets and all of the liabilities, of the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's rights, title, and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located, which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including without limitation the following:

- (a) all cash and cash equivalents;
- (b) all accounts receivable held by Seller ("**Accounts Receivable**");
- (c) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories net of any dead stock ("**Inventory**");
- (d) all Contracts identified by Buyer (the "**Assigned Contracts**"). The term "**Contracts**" means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements, whether written or oral;

(e) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and telephone, and other tangible personal property (the "**Tangible Personal Property**");

(f) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, and fees (including any such item relating to the payment of Taxes);

(g) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets;

(h) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets, or the Assumed Liabilities;

(i) originals or, where not available, copies, of all books and records, including books of account, ledgers, and general, financial, and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records, and data (including all correspondence with any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction (collectively, "**Governmental Authority**")), sales material and records, strategic plans and marketing, and promotional surveys, material, and research ("**Books and Records**"); and

(j) all goodwill and the going concern value of the Purchased Assets and the Business.

(k) All Intellectual Property including but not limited to patents, trademarks, copyrights, trade secrets, internet assets, 510ks, and all other intellectual property and proprietary rights of any kind.

Section 1.02 RESERVED.

Section 1.03 Assumed Liabilities.

(a) Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform, and discharge all of the Liabilities of Seller (collectively, the "**Assumed Liabilities**"), including without limitation the following::

(i) all trade accounts payable of Seller to third parties in connection with the Business that remain unpaid and are not delinquent as of the Closing Date;

(ii) all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business, and do not relate

to any failure to perform, improper performance, warranty, or other breach, default, or violation by Seller on or prior to the Closing; and

(iii) All Liabilities in respect of the transferred employees including commissions, bonuses, accrued and unused vacation, paid time off, sick leave, and other employee benefits.

For purposes of this Agreement, "**Liabilities**" means liabilities, obligations, or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise.

(b) For purposes of this Agreement: (i) "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; and (ii) the term "**control**" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$2,400,000.00 (the "**Purchase Price**"), plus the assumption of the Assumed Liabilities. Buyer shall pay the Purchase Price by wire transfer to Seller of immediately available funds in accordance with the wire transfer instructions provided by Seller.

Section 1.05 Third-Party Consents. To the extent that Seller's rights under any Purchased Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, at no cost to Seller, to the maximum extent permitted by Law and the Purchased Asset, Seller shall cooperate after the Closing in connection with Buyer's efforts to obtain for Buyer the benefits thereunder and, at no cost to Seller, Seller shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. In connection with any such cooperative efforts or other arrangement, in accordance with Section 6.03, Buyer shall indemnify Seller.

ARTICLE II CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Macfarlane Ferguson & McMullen, 625 Court street suite 200 Clearwater, Florida 33756 or remotely by exchange of documents and signatures (or their electronic

counterparts), at 12:00 PM EST, simultaneously with the execution of this Agreement, or at such other time or place or in such other manner as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**."

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in the form of Exhibit B attached hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement in the form of **Exhibit C** attached hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) tax clearance certificates from the taxing authorities in the jurisdictions that impose Taxes on Seller or where Seller has a duty to file Tax Returns in connection with the transactions contemplated by this Agreement and evidence of the payment in full or other satisfaction of any Taxes owed by Seller in those jurisdictions;

(iv) a certificate of the Secretary (or equivalent officer) of Seller certifying as to (A) the resolutions of the board of directors of the Seller's parent corporation and the shareholders of Seller, which authorize the execution, delivery, and performance of this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, and the other agreements, instruments, and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the "**Transaction Documents**") and the consummation of the transactions contemplated hereby and thereby, and (B) the names and signatures of the officers of Seller authorized to sign this Agreement and the other Transaction Documents;

(v) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the "**FIRPTA Certificate**") that Seller is not a foreign person within the meaning of Section 1445 of the Code duly executed by Seller/a valid Form W-9, Request for Taxpayer Identification Number and Certificate, duly executed by an officer of Seller.

(vi) all documents necessary to change Seller's legal name to a name that does not include Amerx Health Care or any word, name, mark, or logo confusingly similar thereto.

(vii) such other customary instruments of transfer or assumption, filings, or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement; and

- (b) At the Closing, Buyer shall deliver to Seller the following:
- (i) the Purchase Price (less any amounts which may be withheld for outstanding Tax Liabilities);
 - (ii) the Assignment and Assumption Agreement duly executed by Buyer;
 - (iii) a certificate of the Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the board of directors of Buyer, which authorize the execution, delivery, and performance of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the other Transaction Documents.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller. Seller is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Florida. Seller has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate, board, and shareholder action on the part of Seller. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 3.02 No Conflicts or Consents. The execution, delivery, and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other governing documents of Seller; (b) violate or conflict with any provision of any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, or rule of law of any Governmental Authority (collectively, "**Law**")

Section 3.03 Financial Statements. Complete copies of the financial statements consisting of the balance sheet of the Business for each of the three (3) prior fiscal years and the related statements of income and retained earnings, shareholders' equity, and cash flow for the years then ended (the "**Financial Statements**") have been delivered to Buyer. The Financial Statements have been prepared in accordance with generally accepted accounting principles in effect in the United States from time to time, applied on a consistent basis throughout the period

involved. The Financial Statements fairly present the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of March 31, 2026, is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**".

Section 3.04 Undisclosed Liabilities. Seller has no Liabilities with respect to the Business, except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

Section 3.05 Absence of Certain Changes, Events, and Conditions. Since the Balance Sheet Date, the Business has been conducted in the ordinary course of business consistent with past practice and there has not been any change, event, condition, or development that is, or could reasonably be expected to be, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise), or assets of the Business; or (b) the value of the Purchased Assets.

Section 3.06 Assigned Contracts. Each Assigned Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. Neither Seller nor, to Seller's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. No event or circumstance has occurred that would constitute an event of default under any Assigned Contract or result in a termination thereof. Complete and correct copies of each Assigned Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been made available to Buyer. There are no disputes pending or threatened under any Assigned Contract.

Section 3.07 Title to Purchased Assets. Seller has good and valid title to all the Purchased Assets, free and clear of Encumbrances.

Section 3.08 Condition and Sufficiency of Assets. Each item of Tangible Personal Property is structurally sound, is in good operating condition and repair, and is adequate for the uses to which it is being put, and no item of Tangible Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Business as currently conducted.

Section 3.09 Inventory. All Inventory, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective, or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established.

Section 3.10 Accounts Receivable. The Accounts Receivable: (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) are collectible in full within ninety (90) days after billing.

Section 3.11 Legal Proceedings; Governmental Orders.

(a) There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, "**Actions**") pending or, to Seller's knowledge, threatened against or by Seller: (i) relating to or affecting the Business, the Purchased Assets, or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders against, relating to, or affecting the Business or the Purchased Assets.

Section 3.12 Compliance with Laws. Seller is in compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

Section 3.13 Taxes.

(a) All Taxes due and owing by Seller have been, or will be, timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller. All Tax Returns [with respect to the Business] required to be filed by Seller for any tax periods prior to Closing have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete, and correct in all respects. The term "**Taxes**" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

(b) Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 3.14 Full Disclosure. No representation or warranty by Seller in this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Florida. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other organizational documents of Buyer; (b) violate or conflict with any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Governmental Order.

Section 4.03 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

ARTICLE V COVENANTS

Section 5.01 Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective directors, officers, employees, consultants, counsel, accountants, and other agents ("**Representatives**") to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that Seller can show that such information: (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates, or their respective Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates, or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by Governmental Order or Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which is legally required to be disclosed, *provided that* Seller shall use reasonable best efforts to obtain as promptly as possible an

appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.02 Non-Competition; Non-Solicitation.

(a) Seller acknowledges the competitive nature of the Business and accordingly agrees, in connection with the sale of the Purchased Assets, including the goodwill of the Business, which Buyer considers to be a valuable asset, and in exchange for good and valuable consideration, that for a period of two (2) years commencing on the Closing Date (the "**Restricted Period**"), Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the manufacturing of wound care products and compression garments (the "**Restricted Business**") in the South Eastern United States (the "**Territory**"); (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, director, member, manager, employee, principal, agent, trustee, or consultant; or (iii) cause, induce, or encourage any material actual or prospective client, customer, supplier, or licensor of the Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Business after the Closing), or any other Person who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

(b) During the Restricted Period, Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any person who is or was employed in the Business during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided that* nothing in this Section 5.02(b) shall prevent Seller or any of its Affiliates from hiring (i) any employee whose employment has been terminated by Buyer; or (ii) after one hundred eighty (180) days from the date of termination of employment, any employee whose employment has been terminated by the employee.

(c) Seller acknowledges that a breach or threatened breach of this Section 5.02 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(d) Seller acknowledges that the restrictions contained in this Section 5.02 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a

material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 5.02 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction or any Governmental Order, then any court is expressly empowered to reform such covenant in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law or such Governmental Order. The covenants contained in this Section 5.02 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 5.03 Public Announcements. Unless otherwise required by applicable Law, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 5.04 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

Section 5.05 Receivables. From and after the Closing, if Seller or any of its Affiliates receives or collects any funds relating to any Accounts Receivable or any other Purchased Asset, Seller or its Affiliate shall remit such funds to Buyer within five (5) business days after its receipt thereof.

Section 5.06 Transfer Taxes. All sales, use, registration, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents, if any, shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 5.07 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE VI INDEMNIFICATION

Section 6.01 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the Closing.

Section 6.02 Indemnification by Seller. Subject to the other terms and conditions of this ARTICLE VI, from and after Closing, Seller shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, or with respect to:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, any other Transaction Document, or certificate, or exhibit related thereto, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement, any other Transaction Document, or certificate, or exhibit related thereto; or

(c) any Third-Party Claim based upon, resulting from, or arising out of the business, operations, properties, assets, or obligations of Seller or any of its Affiliates (other than the Purchased Assets or Assumed Liabilities) conducted, existing, or arising on or prior to the Closing Date. For purposes of this Agreement, "**Third-Party Claim**" means notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing.

Section 6.03 Indemnification by Buyer. Subject to the other terms and conditions of this ARTICLE VI, from and after Closing, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, or with respect to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement, any other Transaction Document, or certificate, or exhibit related thereto, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement;

(c) any cost or liability of Seller arising in connection with Buyer's cooperative efforts or other arrangement undertaken in accordance with Section 1.03 above; or

(d) any Assumed Liability.

Section 6.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.05 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 6.06 Cumulative Remedies. The rights and remedies provided in this ARTICLE VI are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE VII MISCELLANEOUS

Section 7.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 7.02 Notices. All notices, claims, demands, 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 overnight courier (receipt requested); (c) on the date sent by email of a PDF document (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 parties at the following

addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

If to Seller: AMERX HEALTH CARE CORP
164 DOUGLAS RD E
OLDSMAR, FL 34677
Email: [EMAIL ADDRESS]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: [SELLER LAW FIRM]

If to Buyer: FRONTRUNNER INVESTMENTS LLC
625 COURT ST STE 200
CLEARWATER, FL 33756
Email: Tcn@macfar.com
Attention: Tom Nash

and to: EXTREMIT-EASE LLC
625 COURT ST STE 200
CLEARWATER, FL 33756
Email: Tcn@macfar.com
Attention: Tom Nash

Section 7.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

Section 7.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, and the Exhibits, the statements in the body of this Agreement will control.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 7.08 Governing Law; Submission to Jurisdiction and Waiver of Jury Trial.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the county of Pinellas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(c) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Section 7.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized [officers/representatives].

AMERX HEALTHCARE Corp

By Justin W. Anderson, CEO
[NAME]
[TITLE]

FRONTRUNNER INVESTMENTS LLC

By Justin W. Anderson, CEO
[NAME]
[TITLE]

EXTREMIT-EASE LLC

By Justin W. Anderson, CEO
[NAME]
[TITLE]

EXHIBIT B

Bill of Sale

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged AMERX Health Care Corporation a wholly owned subsidiary of Procyon Corporation, a Colorado corporation ("**Seller**"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to Frontrunner Investments LLC., a Florida limited liability company, and EXTREMIT-EASE LLC., a Florida limited liability company (collectively "**Buyer**"), all of its rights, title, and interest in and to the Purchased Assets, as such term is defined in the ASSET PURCHASE AGREEMENT, dated as of ____ day of August, 2026, (the "**Purchase Agreement**"), by and between Seller and Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, and transferred by this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of [DATE].

AMERX HEALTHCARE CORP

By Justice W. Anderson

Name: CEO Justice W. Anderson

Title: CEO

EXHIBIT C

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "**Agreement**"), effective as of the ____ day of August, 2026, (the "**Effective Date**"), is by and AMERX Health Care Corporation a wholly owned subsidiary of Procyon Corporation, a Colorado corporation ("**Seller**"), and Frontrunner Investments LLC., a Florida limited liability company, and EXTERMIT-EASE LLC., a Florida limited liability company (collectively "**Buyer**").

WHEREAS, Seller and Buyer have entered into a certain ASSET PURCHASE AGREEMENT, dated as of the ____ day of August, 2026, (the "**Purchase Agreement**"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume all of Seller's duties and obligations under, the Assigned Contracts (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's rights, title and interest in and to the Assigned Contracts. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Assigned Contracts and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Assigned Contracts accruing on and after the Effective Date.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

AMERX HEALTHCARE Corp

By

[NAME]

[TITLE]

FRONTRUNNER INVESTMENTS LLC

By

[NAME]

[TITLE]

EXTREMIT-EASE LLC

By

[NAME]

[TITLE]

ANNEX B
VISION POINT FAIRNESS OPINION



September 11, 2026

Special Committee of the Board of Directors
Procyon Corporation
164 Douglas Road East
Oldsmar, Florida 34677

Members of the Special Committee:

We understand that Procyon Corporation, a Colorado corporation (“Procyon” or the “Company”), through its wholly owned subsidiary AMERX Health Care Corporation, a Florida corporation (“AMERX”), is evaluating a related-party transaction intended to result in the sale of substantially all of AMERX’s operating assets, the subsequent dissolution and winding up of Procyon, and the distribution of the resulting proceeds to the holders of Procyon’s Series A Cumulative Convertible Preferred Stock (the “Preferred Stock”) and common stock (the “Common Stock”).

Procyon Corporation engaged Vision Point Capital, Inc. (“VPC”) in connection with the contemplated transaction, and the Special Committee of the Board of Directors of Procyon (the “Special Committee”) has requested that VPC provide certain financial analyses and render the opinions described herein.

The contemplated transaction involves two related components. First, AMERX proposes to sell the assets of its business pursuant to the Asset Purchase Agreement described below (the “Asset Sale”). Second, following the Asset Sale, Procyon proposes to dissolve, wind up its affairs and distribute the net proceeds and other distributable assets in accordance with the rights and priorities of its security holders (the “Dissolution and Distribution”). The Asset Sale and the Dissolution and Distribution are referred to collectively herein as the “Proposed Transaction.”

We understand that the proposed buyers, Frontrunner Investments LLC (“Frontrunner”) and EXTREMIT-EASE LLC (“EXTREMIT-EASE” and, together with Frontrunner, “Buyer”), are owned by Justice W. Anderson and James B. Anderson. Accordingly, the Proposed Transaction is a related-party transaction. We further understand that Justice W. Anderson, James B. Anderson and Regina W. Anderson, as interested directors and officers, abstained from voting on the Proposed Transaction, and that the remaining independent and disinterested directors, acting as the Special Committee, reviewed and unanimously approved the Asset Purchase Agreement and related Transaction Documents.

Description of the Proposed Transaction

Asset Sale

Pursuant to the Asset Purchase Agreement, in the execution-ready form provided to us by Procyon's legal counsel, by and among AMERX Health Care Corporation, a wholly owned subsidiary of Procyon Corporation, a Colorado corporation ("Seller"), and Frontrunner Investments LLC., a Florida limited liability company, and EXTREMIT-EASE LLC., a Florida limited liability company (collectively "Buyer") (the "Asset Purchase Agreement" or the "Agreement"), the principal terms of the purchase and sale reviewed by VPC include the following:

1. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's rights, title, and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located, which relate to, or are used or held for use in connection with, the Business (collectively, the "Purchased Assets"), including without limitation the following: (a) all cash and cash equivalents; (b) all accounts receivable held by Seller ("Accounts Receivable"); (c) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories net of any dead stock ("Inventory"); (d) all Contracts identified by Buyer (the "Assigned Contracts"). The term "Contracts" means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements, whether written or oral; (e) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and telephone, and other tangible personal property (the "Tangible Personal Property"); (f) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, and fees (including any such item relating to the payment of Taxes); (g) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets; (h) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets, or the Assumed Liabilities; (i) originals or, where not available, copies, of all books and records, including books of account, ledgers, and general, financial, and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records, and data (including all correspondence with any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction (collectively, "Governmental Authority")), sales material and records, strategic plans and marketing, and promotional surveys, material, and research ("Books and Records"); (j) all goodwill and the going concern value of the Purchased Assets and the Business; and (k) All Intellectual Property including but not limited to patents, trademarks, copyrights, trade secrets, internet assets, 510ks, and all other intellectual property and proprietary rights of any kind.

2. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform, and discharge all of the Liabilities of Seller (collectively, the “Assumed Liabilities”), including without limitation the following: (i) all trade accounts payable of Seller to third parties in connection with the Business that remain unpaid and are not delinquent as of the Closing Date; (ii) all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business, and do not relate to any failure to perform, improper performance, warranty, or other breach, default, or violation by Seller on or prior to the Closing; and (iii) All Liabilities in respect of the transferred employees including commissions, bonuses, accrued and unused vacation, paid time off, sick leave, and other employee benefits. For purposes of this Agreement, “Liabilities” means liabilities, obligations, or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise. (b) For purposes of this Agreement: (i) “Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; and (ii) the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.
3. The aggregate purchase price for the Purchased Assets shall be \$2,400,000.00 (the “Purchase Price”), plus the assumption of the Assumed Liabilities. Buyer shall pay the Purchase Price by wire transfer to Seller of immediately available funds in accordance with the wire transfer instructions provided by Seller.
4. For purposes of this Opinion, the Purchase Price together with Buyer’s assumption of the Assumed Liabilities is referred to as the “Aggregate Consideration.”
5. To the extent that Seller’s rights under any Purchased Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer’s rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, at no cost to Seller, to the maximum extent permitted by Law and the Purchased Asset, Seller shall cooperate after the Closing in connection with Buyer’s efforts to obtain for Buyer the benefits thereunder and, at no cost to Seller, Seller shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. In connection with any such cooperative efforts or other arrangement, Buyer shall indemnify Seller.

Dissolution and Distribution

Following consummation of the Asset Sale, Procyon would commence a formal dissolution, wind up its affairs, pay creditors and remaining Procyon-level liabilities, and distribute the remaining assets to the

Preferred Stockholders and Common Stockholders in accordance with their respective rights and priorities.

Procyon has outstanding Series A Cumulative Convertible Preferred Stock (the “Preferred Stock”). We understand from Procyon’s legal counsel that, upon dissolution, the holders of Preferred Stock are contractually entitled to receive the liquidation value specified in the Preferred Stock Designation of Rights and Preferences, consisting of \$1.00 per share plus accrued and unpaid dividends through the date of dissolution, before any distribution is made to holders of Common Stock. Based upon information provided to us, the amount payable to the Preferred Stockholders is currently expected to approximate \$3.90 per share as of the anticipated shareholder approval date. Because the distribution to the Preferred Stockholders represents satisfaction of their contractual liquidation entitlement rather than negotiated transaction consideration, VPC has not been requested to, and does not, express an opinion as to the fairness of the amount payable to the Preferred Stockholders.

Based upon the capitalization and proposed dissolution and distribution calculations provided to VPC by management, the proposed distribution to holders of Common Stock is \$0.22 per share (the “Common Distribution Consideration”).

Financial Opinions Requested

In connection with the Proposed Transaction described above, the Special Committee has requested that VPC render a written opinion as to whether, as of the date hereof:

1. the Aggregate Consideration to be received by AMERX pursuant to the Asset Purchase Agreement is fair, from a financial point of view, to Procyon, as the sole shareholder of AMERX; and
2. the Common Distribution Consideration of \$0.22 per share to be received by the Common Stockholders in the Dissolution and Distribution is fair, from a financial point of view, to the Common Stockholders.

The amount to be distributed to the Preferred Stockholders is not the subject of a separate fairness opinion because, as described above, we understand such amount to represent satisfaction of the contractual liquidation entitlement of the Preferred Stock. Our Opinion is limited to the financial fairness of the Aggregate Consideration and the Common Distribution Consideration. We express no opinion as to any legal, regulatory, tax, accounting or procedural matter, or as to the underlying business decision to approve or consummate the Proposed Transaction.

Scope of the Analysis

In arriving at our Opinion, we have, among other things:

1. Reviewed VPC’s valuation report of Procyon Corporation & Subsidiaries, dated August 26, 2026, with a valuation date of December 31, 2025;
2. Considered historical financial and business information of Procyon and its subsidiaries furnished to us by management, including audited financial statements for the fiscal years ended June 30, 2020 through June 30, 2025 and unaudited interim financial information through December 31, 2025;

3. Reviewed financial forecasts, projections and other forward-looking financial information prepared by management and discussed with management the principal assumptions underlying such forecasts, projections and information;
4. Reviewed the execution-ready Asset Purchase Agreement, the June 25, 2026 memorandum from Procyon's legal counsel concerning the proposed asset sale and dissolution, the management representation letter dated August 10, 2026, management's shareholder payout calculation and capitalization information, and other transaction documents and correspondence made available to us;
5. Discussed with senior management of Procyon and AMERX the companies' businesses, historical and expected financial performance, financial condition, operating results, working-capital requirements, liquidity, prospects and outlook;
6. Considered Procyon's capital structure, including the Common Stock, Preferred Stock and stock options, and the liquidation preference and cumulative dividend rights of the Preferred Stock;
7. Considered the historical and recent trading activity of the Common Stock, including the October 2025 purchase by Frontrunner of 1,380,000 shares from the Speer Foundation at \$0.12 per share;
8. As applicable, compared the financial performance of Procyon and the valuation characteristics of certain transactions and publicly traded companies considered relevant in our valuation analysis;
9. Considered the valuation indications derived under the income, market and asset approaches in our valuation of Procyon as of December 31, 2025;
10. Considered general economic, industry, financial and market conditions relevant to our analysis; and
11. Conducted such other financial studies, analyses and inquiries and considered such other information and factors as we deemed appropriate for purposes of rendering this Opinion.

Assumptions, Qualifications and Limiting Conditions

In our review and analysis, and in arriving at our Opinion, we have assumed and relied upon the accuracy and completeness of all financial and other information provided or otherwise made available to us by Procyon, AMERX, their management, representatives and advisors, and we have not independently verified such information. We have relied upon the management representation letter dated August 10, 2026.

With respect to the financial forecasts, projections and other forward-looking financial information reviewed by us, we have assumed that such information was reasonably prepared in good faith on bases reflecting the best currently available estimates and judgments of management. We express no opinion concerning such information or the assumptions upon which it is based and assume no responsibility for its realization.

We have assumed that the final executed Asset Purchase Agreement and related transaction documents will conform in all material respects to the execution-ready form reviewed by us and that the Proposed Transaction will be consummated substantially in accordance with the terms communicated to us, including the \$2,400,000 Purchase Price, Buyer's assumption of the Assumed Liabilities, the proposed dissolution of Procyon, satisfaction of the Preferred Stock liquidation entitlement and the \$0.22 per-share Common Distribution Consideration.

We have relied upon management and Procyon's legal, accounting and tax advisors with respect to legal, regulatory, accounting and tax matters, including the rights and priorities of the Preferred Stock, the requirements for shareholder approval and dissolution, and the validity and enforceability of the transaction documents. We are not rendering legal, regulatory, accounting or tax advice.

We were not requested to, and did not, conduct an auction, solicit indications of interest from third parties or negotiate the terms of the Asset Purchase Agreement. Our Opinion does not address the relative merits of the Proposed Transaction as compared with any alternative business strategy or transaction and does not constitute a recommendation to the Special Committee, the Board of Directors or any shareholder as to whether or how to approve, vote or otherwise act with respect to the Proposed Transaction.

VPC is entitled to receive a fixed fee for its services. Except for such fee and reimbursement of expenses, neither VPC nor, to our knowledge, its officers or employees has any present or prospective financial interest in the securities or assets that are the subject of this Opinion.

Conclusions

Based upon and subject to the foregoing, as of the date hereof, Vision Point Capital, Inc. is of the opinion that (i) the Aggregate Consideration to be received by AMERX pursuant to the Asset Purchase Agreement is fair, from a financial point of view, to Procyon, as the sole shareholder of AMERX, and (ii) the Common Distribution Consideration of \$0.22 per share to be received by the Common Stockholders in the Dissolution and Distribution is fair, from a financial point of view, to the Common Stockholders.

This Opinion is necessarily based upon financial, economic, market, industry and other conditions as they exist, and upon the information made available to us, as of the date hereof. Subsequent developments may affect the conclusions expressed herein. VPC reserves the right to consider additional information made available to it and, if deemed appropriate, to modify its analysis; however, VPC assumes no obligation to update, revise or reaffirm this Opinion except pursuant to a separate written engagement.

This Opinion has been prepared solely for the information and assistance of the Special Committee in its evaluation of the Proposed Transaction and may be relied upon by the Special Committee solely in that capacity. It may be disclosed or reproduced to the extent required by applicable law, regulation, court order or regulatory process.

Very truly yours,



Vision Point Capital, Inc.

ANNEX C
UNAUDITED FINANCIAL STATEMENTS FOR THE INTERIM PERIOD ENDED MARCH 31, 2026

PROCYON CORPORATION & SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
Year to Date March 31, 2026 and June 30, 2025
UNAUDITED

	2026	2025
ASSETS		
CURRENT ASSETS		
Cash	\$ 233,665	\$ 80,705
Certificates of Deposit, plus accrued interest	290,132	332,769
Accounts Receivable, less allowance for expected credit losses of \$43,488 and \$37,748 respectively	758,338	631,904
Inventories	1,276,926	696,182
Prepaid Expenses	646,718	910,816
TOTAL CURRENT ASSETS	<u>3,205,779</u>	<u>2,652,376</u>
PROPERTY AND EQUIPMENT, NET	238,452	234,535
OTHER ASSETS		
Deposits	-	12,165
Inventories	-	286,699
Intangible Asset	17,000	17,000
ROU Assets - Operating Leases	182,083	145,742
Deferred Tax Asset, Net of Valuation Allowance of \$153,760	22,114	22,114
TOTAL OTHER ASSETS	<u>221,197</u>	<u>483,720</u>
TOTAL ASSETS	<u>\$ 3,665,428</u>	<u>\$ 3,370,631</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts Payable	\$ 852,607	\$ 462,393
Accrued Expenses	356,326	440,147
Short Term Lease Liabilities	145,263	139,206
TOTAL CURRENT LIABILITIES	<u>1,354,196</u>	<u>1,041,746</u>
LONG TERM LIABILITIES		
Long Term Lease Liabilities	35,800	-
TOTAL LONG TERM LIABILITIES	<u>35,800</u>	<u>-</u>
TOTAL LIABILITIES	1,389,996	1,041,746
COMMITMENTS AND CONTINGENCIES (NOTE G)	-	-
STOCKHOLDERS' EQUITY		
Preferred Stock, 496,000,000 shares authorized, none issued.	-	-
Series A Cumulative Convertible Preferred Stock, no par value; 4,000,000 shares authorized; 154,900 and 154,900 shares issued and outstanding, respectively.	114,660	114,660
Common Stock, no par value, 80,000,000 shares authorized; 8,140,628 and 8,140,628 shares issued and outstanding, respectively	4,467,226	4,467,226
Paid-in Capital	46,337	43,730
Accumulated Deficit	(2,352,791)	(2,296,731)
TOTAL STOCKHOLDERS' EQUITY	<u>2,275,432</u>	<u>2,328,885</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 3,665,428</u>	<u>\$ 3,370,631</u>

The accompanying notes are an integral part of these financial statements.

PROCYON CORPORATION & SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
Year to Date March 31, 2026 and Year Ended June 30, 2025
UNAUDITED

	<u>2026</u>	<u>2025</u>
NET SALES	\$ 6,520,142	\$ 6,673,870
COST OF SALES	<u>1,765,866</u>	<u>1,690,423</u>
GROSS PROFIT	4,754,276	4,983,447
OPERATING EXPENSES		
Salaries and Benefits	2,544,049	2,856,822
Selling, General and Administrative	<u>2,274,910</u>	<u>2,573,158</u>
	4,818,959	5,429,980
INCOME / (LOSS) FROM OPERATIONS	(64,683)	(446,533)
OTHER INCOME		
Rental Income	14,966	38,626
Other Income / Employee Retention Credit	-	431,497
Interest Income	7,961	19,212
Interest Expense	(14,651)	(361)
Other Expense / Theft Loss	<u>347</u>	<u>(39,342)</u>
	8,623	449,632
INCOME / (LOSS) BEFORE INCOME TAXES	(56,060)	3,099
INCOME TAX (EXPENSE) / BENEFIT	<u>-</u>	<u>30,791</u>
NET INCOME / (LOSS)	(56,060)	33,890
Dividend requirements on preferred stock	<u>(11,618)</u>	<u>(15,490)</u>
Basic net income / (loss) available to common shares	<u>\$ (67,678)</u>	<u>\$ 18,400</u>
Basic net income / (loss) per common share	<u>\$ (0.01)</u>	<u>\$ 0.00</u>
Weighted average number of common shares outstanding	<u>8,140,628</u>	<u>8,140,628</u>
Diluted net income / (loss) per common share	<u>\$ (0.01)</u>	<u>\$ 0.00</u>
Weighted average number of common shares outstanding, diluted	<u>8,435,960</u>	<u>8,435,960</u>

The accompanying notes are an integral part of these financial statements.

PROCYON CORPORATION & SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
For the Nine Months ended March 31, 2026 and the Twelve Months Ended June 30, 2025
UNAUDITED

Nine Months Ended March 31, 2026	Preferred Stock		Common Stock		Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balance, June 30, 2025	154,900	114,660	8,140,628	4,467,226	43,730	(2,296,731)	2,328,885
Stock Based Compensation	-	-	-	-	2,607	-	2,607
Net Income (Loss)	-	-	-	-	-	(69,689)	(69,689)
Balance, September 30, 2025	154,900	114,660	8,140,628	4,467,226	46,337	(2,366,420)	\$ 2,261,803
Net Income (Loss)	-	-	-	-	-	(11,193)	(11,193)
Balance, December 31, 2025	154,900	114,660	8,140,628	4,467,226	46,337	(2,377,613)	2,250,610
Net Income (Loss)	-	-	-	-	-	24,822	24,822
Balance, March 31, 2026	<u>154,900</u>	<u>114,660</u>	<u>8,140,628</u>	<u>4,467,226</u>	<u>46,337</u>	<u>(2,352,791)</u>	<u>\$ 2,275,432</u>
Twelve Months Ended June 30, 2025	Preferred Stock		Common Stock		Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount			
Balance, June 30, 2024	154,900	\$ 114,660	8,120,388	\$ 4,462,166	\$ 41,085	\$ (2,330,621)	\$ 2,287,290
Stock Based Compensation	-	\$ -	20,240	\$ 5,060	\$ 2,645	\$ -	\$ 7,705
Net Income (Loss)	-	-	-	-	-	13,965	13,965
Balance, September 30, 2024	154,900	114,660	8,140,628	4,467,226	43,730	(2,316,656)	2,308,960
Net Income (Loss)	-	-	-	-	-	(29,470)	(29,470)
Balance, December 31, 2024	154,900	114,660	8,140,628	4,467,226	43,730	(2,346,126)	2,279,490
Net Income (Loss)	-	-	-	-	-	307,886	307,886
Balance, March 31, 2025	154,900	114,660	8,140,628	4,467,226	43,730	(2,038,240)	2,587,376
Net Income (Loss)	-	-	-	-	-	(258,491)	(258,491)
Balance, June 30, 2025	<u>154,900</u>	<u>\$ 114,660</u>	<u>8,140,628</u>	<u>\$ 4,467,226</u>	<u>\$ 43,730</u>	<u>\$ (2,296,731)</u>	<u>\$ 2,328,885</u>

The accompanying notes are an integral part of these financial statements.

PROCYON CORPORATION & SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
Year to Date March 31, 2026 and Year Ended June 30, 2025
UNAUDITED

	<u>2026</u>	<u>2025</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income / (Loss)	\$ (56,060)	\$ 33,890
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	67,364	81,982
Allowance for Expected Credit Losses	5,740	22,748
Right of Use Asset Amortization	3,497	192,399
Accrued Interest on Certificate of Deposit	(7,854)	-
Deferred Income Taxes	-	24,452
Valuation Allowance	-	(55,243)
Decrease (increase) in:		
Accounts Receivable	(132,174)	(141,743)
Deposits	12,165	(7,500)
Inventory	(294,045)	(256,174)
Prepaid Expenses	282,858	(476,666)
Increase (decrease) in:		
Accounts Payable	371,453	301,471
Accrued Expenses	(75,156)	20,205
Payment on Operating Lease Liability	-	(180,670)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>177,788</u>	<u>(440,849)</u>
CASH FLOW FROM INVESTING ACTIVITIES		
Redemption of Certificate of Deposit	50,491	249,909
Purchase of Property & Equipment	(71,281)	(54,498)
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>(20,790)</u>	<u>195,411</u>
CASH FLOW FROM FINANCING ACTIVITIES		
Payments on Operating Lease Liability	(4,038)	-
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>(4,038)</u>	<u>-</u>
NET CHANGE IN CASH	152,960	(245,438)
CASH AT BEGINNING OF THE YEAR	<u>80,705</u>	<u>326,143</u>
CASH AT END OF THE YEAR	<u><u>\$ 233,665</u></u>	<u><u>\$ 80,705</u></u>
SUPPLEMENTAL DISCLOSURES		
Interest Paid	\$ -	\$ -
Taxes Paid	\$ -	\$ -
NONCASH TRANSACTION DISCLOSURES		

During the year ended June 30, 2025, \$7,705 of accrued expenses were settled for issuance of equity.

The accompanying notes are an integral part of these financial statements.