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PURCHASE AGREEMENT

DATED AS OF DATE, 201_

AMONG

BUYER CORPORATION,

ABC COMPANY LLC,

SELLERS

LAWYER'S MENTOR

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LAWYER'S MENTOR

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LAWYER'S MENTOR

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PURCHASE AGREEMENT

PURCHASE AGREEMENT (this "Agreement"), dated as of Date, 201_, among Buyer Corporation, an Illinois corporation ("Buyer"), ABC Company LLC, a State limited liability company (the "Company"), and Sellers (each, a "Seller" and collectively, the "Sellers").

WITNESSETH:

WHEREAS, the Sellers own, in the aggregate, 100% of the outstanding membership interests of the Company (the "Membership Interests");

WHEREAS, the Sellers desire to sell to Buyer and Buyer desires to purchase from the Sellers all of the Membership Interests (the "Purchased Membership Interests") pursuant to the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Buyer, the Company and the Sellers desire to make certain representations, warranties and agreements in connection with the purchase and sale of the Purchased Membership Interests and to prescribe various conditions to the purchase and sale of the Purchased Membership Interests;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements hereinafter set forth, it is hereby agreed among the parties as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person.

"Associate" of any Person means (i) a corporation or organization of which such Person is an officer or partner or is, directly or indirectly, the beneficial owner of 10 percent or more of any class of equity securities, (ii) any trust or other estate in which such Person has a substantial beneficial interest or as to which such Person serves as trustee or in a similar

fiduciary capacity and (iii) any relative or spouse of such Person, or any relative of such spouse, who has the same home as such Person or who is a director or officer of the Person or any of its parents or subsidiaries.

"**Balance Sheet**" means the unaudited balance sheet of the Company as of Date, 201_ included in Schedule 4.4.

"**Balance Sheet Date**" means Date, 201_.

"**Buyer**" has the meaning specified in the first paragraph of this Agreement.

"**Buyer Ancillary Agreements**" means all agreements, instruments and documents being or to be executed and delivered by Buyer under this Agreement or in connection herewith.

"**Buyer Group Member**" means Buyer and its Affiliates and their respective successors and assigns, including, after the Closing Date, the Company.

"**Claim Notice**" has the meaning specified in Section 7.3.

"**Closing**" means the closing of the purchase and sale of the Purchased Membership Interests in accordance with Article III.

"**Closing Date**" has the meaning specified in Section 3.1.

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

"**Company**" has the meaning specified in the first paragraph of this Agreement.

"**Company Agreements**" has the meaning specified in Section 4.19.

"**Company Ancillary Agreements**" means all agreements, instruments and documents being or to be executed and delivered by the Company under this Agreement or in connection herewith.

"**Company Group**" means any "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that, at any time on or before the Closing Date, includes or has included the Company or any subsidiary or any predecessor of or successor to the Company or any subsidiary (or another such predecessor or successor), or any other group of corporations which, at any time on or before the Closing Date, files or has filed Tax Returns on a combined, consolidated or unitary basis with the Company or any subsidiary or any predecessor of or successor to the Company or any subsidiary (or another such predecessor or successor).

"Confidentiality Agreement" means that certain Confidentiality Agreement dated Date, 201_ between the Company and Merex Technology Leasing Corporation.

"Court Order" means any judgment, order, award or decree of any foreign, federal, state, local or other court or tribunal and any award in any arbitration proceeding.

"Employment Agreements" means the Employment Agreements dated as of the date hereof between the Company and John T. Freres and Jon B. Toops, respectively, each in the form of Exhibit A.

"Encumbrance" means any lien, claim, charge, security interest, mortgage, pledge, easement, conditional sale or other title retention agreement, defect in title, covenant or other restriction of any kind.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means (i) any corporation which at any time on or before the Closing Date is or was a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Company; (ii) any partnership, trade or business (whether or not incorporated) which at any time on or before the Closing Date is or was under common control (within meaning of Section 414(c) of the Code) with the Company; and (iii) any entity which at any time on or before the Closing Date is or was a member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as either the Company, any corporation described in clause (i) or any partnership, trade or business described in clause (ii).

"Expense" means any and all expenses reasonably incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against hereunder (including, without limitation, court filing fees, court costs, arbitration fees or costs, witness fees and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

"Governmental Body" means any foreign, federal, state, local or other governmental authority or regulatory body.

"Governmental Permits" has the meaning specified in Section 4.9.

"Indemnified Person" has the meaning specified in Section 7.3.

"Indemnitors" has the meaning specified in Section 7.3.

"IRS" means the Internal Revenue Service.

"Leased Real Property" has the meaning specified in Section 4.10(b).

"Limited Liability Company Agreement" means the Limited Liability Company Agreement dated as of Date, 201_ among James V. Martin, Frederick E. Bishop and William G. Petrie.

"Losses" means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges.

"Management Agreement" has the meaning specified in Section 3.3.

"Material Adverse Effect" means any change or effect (or any development that, insofar as can be reasonably foreseen, would result in any change or effect) that is materially adverse to the assets, business, financial condition or results of operations or prospects of the Company.

"Membership Interest" has the meaning specified in the first recital of this Agreement.

"Permitted Encumbrances" means (a) liens for taxes and other governmental charges and assessments which are not yet due and payable, (b) liens of landlords and liens of carriers, warehousemen, mechanics and materialmen and other like liens arising in the ordinary course of business for sums not yet due and payable and (c) other liens or imperfections on property which are not material in amount, do not interfere with, and are not violated by the consummation of the transactions contemplated by, this Agreement, and do not materially detract from the value or marketability of, or materially impair the existing use of, the property affected by such lien or imperfection.

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

"Purchase Price" has the meaning specified in Section 2.2.

"Purchased Membership Interest Percentage" means, with respect to each Seller, the percentage set forth opposite such Seller's name below: Seller A - ____%; Seller B ____%; Seller C- ____%; and Seller D - ____%.

"Purchased Membership Interests" has the meaning specified in the second recital of this Agreement.

"Requirements of Laws" means any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any

Governmental Body (including, without limitation, those pertaining to electrical, building, and zoning requirements and environmental laws) or common law.

"Sayers" means Sayers Group, L.L.C., a Delaware limited liability company.

"Sayers Agreement" means the Agreement dated as of the date hereof among Sayers, the Company and Buyer.

"Sayers Payment" has the meaning specified in Section 3.2(b).

"SEC" means the Securities and Exchange Commission.

"Sellers" has the meaning specified in the first paragraph of this Agreement.

"Seller Ancillary Agreements" means all agreements, instruments, and documents being or to be executed and delivered by the Sellers under this Agreement or in connection herewith.

"Straddle Period" means any taxable year or period beginning before and ending after the Closing Date.

"Tax" (and, with correlative meaning, **"Taxes"**) means: (i) any federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, value-added, transfer, stamp, or environmental (including taxes under Code Section 59A) tax, or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount imposed by any governmental authority; and (ii) any liability of the Company for the payment of amounts with respect to payments of a type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group, or as a result of any obligation of the Company under any Tax Sharing Arrangement or Tax indemnity arrangement.

"Tax Return" means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

"Tax Sharing Arrangement" means any written or unwritten agreement or arrangement for the allocation or payment of Tax liabilities or payment for Tax benefits with respect to a consolidated, combined or unitary Tax Return which Tax Return includes the Company.

ARTICLE II

PURCHASE PRICE

2.1. Purchase and Sale of the Purchased Membership Interests. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, (i) Seller A shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller A, his entire ____% Membership Interest in the Company, free and clear of all Encumbrances, (ii) Seller B shall sell, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller B, his entire ____% Membership Interest in the Company, free and clear of all Encumbrances, (iii) Seller C shall sell, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller C, his entire ____% Membership Interest in the Company, free and clear of all Encumbrances and (iv) Seller D shall sell, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller D, his entire ____% Membership Interest in the Company, free and clear of all Encumbrances.

2.2. Purchase Price. On the Closing Date, each Seller shall be entitled to receive an amount equal to such Seller's Purchased Membership Interest Percentage multiplied by \$_____ (the "Purchase Price"), in payment for such Seller's respective Purchased Membership Interest.

ARTICLE III

CLOSING

3.1. Closing Date. The Closing of the purchase and sale of the Purchase Membership Interest shall take place at the offices of Buyer, at 500 Lake Cook Road, Suite 300, Deerfield, Illinois 60015 at 10:00 A.M., local time, on the date hereof (the "Closing Date") [Closing to occur on June 30, 1999].

3.2. Buyer's Deliveries. Simultaneously with the execution and delivery of this Agreement, Buyer is delivering all of the following:

(a) Immediately available funds, by wire transfer to such account as has been designated by each Seller at least two business days prior to the Closing Date, in the amounts set forth opposite each Seller's respective name:

- (i) Seller A - \$_____;
- (ii) Seller B - \$_____;
- (iii) Seller C - \$_____;
- (iv) Seller D - \$_____;

(b) Immediately available funds, by wire transfer to such account as has been designated by Sayers at least two business days prior to the Closing Date, in the aggregate amount of \$_____ [amount shall reflect credit for \$_____ previously paid], in full satisfaction of all amounts due and owing from the Company to Sayers (the "Sayers Payment"), a true and complete accounting of which is set forth in Schedule 3.2(b);

(c) a copy of the Articles of Incorporation of Buyer, certified as of a recent date by the Secretary of State of the State of Illinois;

(d) a certificate of good standing of Buyer, issued as of a recent date by the Secretary of State of the State of Illinois;

(e) a certificate of the Secretary or an Assistant Secretary of Buyer, dated as of the date hereof, as to (i) no amendments to the Articles of Incorporation of Buyer since a specified date; (ii) the By-laws of Buyer; (iii) the resolutions of the board of directors (or committee thereof) of Buyer authorizing the execution and performance of this Agreement and the transactions contemplated herein; and (iv) the incumbency and signatures of the officers of Buyer executing this Agreement and any Buyer Ancillary Agreement;

(f) Sayers Agreement, duly executed by Buyer; and

(g) Guarantee of Buyer of the Company's obligations under [Company's office lease].

3.3. The Company's Deliveries. Simultaneously with the execution and delivery of this Agreement, the Company is delivering to Buyer all of the following:

(a) a copy of the Certificate of Formation of the Company, certified as of a recent date by the Secretary of State of the State of Delaware;

(b) certificates of good standing of the Company, issued as of a recent date by the Secretary of State of the State of Delaware and the Secretary of State of the State of Illinois;

(c) a certificate of the Secretary or an Assistant Secretary of the Company, dated as of the Closing Date, as to (i) no amendments to the Certificate of Formation of the Company since a specified date; (ii) the Limited Liability Company Agreement of the Company; (iii) the resolutions of the sole manager of the Company authorizing the execution and performance of this Agreement; and (iv) the incumbency and signatures of the officers of the Company executing this Agreement and any Company Ancillary Agreement;

(d) the consent of Cisco Systems, Inc. required pursuant to [insert description of contract] and any other consents, waivers or approvals obtained by the Company with respect to the consummation of the transactions contemplated by this Agreement;

(e) the Employment Agreements, duly executed by the Company and John T. Freres and Jon B. Toops, respectively;

(f) Evidence of termination of the Management Agreement dated as of January 5, 1998 between the Company and Sayers (the "Management Agreement");

(g) Pay-off letter of Sayers relating to amounts owed by the Company to Sayers under the Management Agreement and under any other agreements and arrangements as of the Closing Date;

(h) Release of Sayers of the guarantees Sellers pursuant to the Management Agreement;

(i) Amendment dated as of the Closing Date to the Line of Credit Agreement dated as of Date, 201_ between Sayers and Bank A (the "Sayers Credit Agreement");

(j) UCC Termination Statements relating to all liens on the assets of the Company securing indebtedness under the Sayers Credit Agreement;

(k) Opinion of Office A, counsel to the Company and the Sellers, in the form of Exhibit B;

(l) Sayers Agreement duly executed by Sayers and the Company;

(m) [Proof of continuation of insurance coverage for pre-Closing Date events under the Sayers insurance policies covering the Company]; and

(n) [Employee equity arrangements].

3.4. Sellers' Deliveries. Simultaneously with the execution and delivery of this Agreement, the Sellers are delivering to Buyer all of the following:

(a) an assignment of Membership Interest duly executed by each of the Sellers assigning to Buyer the Purchased Membership Interests being assigned to Buyer hereunder; and

(b) a receipt, duly executed by each Seller, evidencing receipt by each such Seller of the portion of the Purchase Price to be received by each such Seller pursuant to Section 2.2.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE SELLERS

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, the Company represents and warrants to Buyer and agrees, and the Sellers jointly and severally represent and warrant to Buyer and agree, as follows:

4.1. Organization and Capital Structure (a) The Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified to transact business as a foreign corporation and is in good standing in the State of Illinois, which is the only jurisdiction in which the ownership or leasing of the its assets or the conduct of its business requires such qualification, and no other jurisdiction has demanded, requested or otherwise indicated that the Company is required so to qualify. The Company has requisite limited liability power and authority to own or lease and to operate and use its assets and to carry on its business as now conducted or proposed to be conducted. True and complete copies of the Certificate of Formation and of the Limited Liability Company Agreement of the Company have been delivered to Buyer.

(c) The Membership Interests of the Company are held of record and beneficially by the Sellers in the following amounts: Seller A - ____%; Seller B - ____%; Seller C - ____% and Seller D - ____%.

(d) There are no agreements, arrangements, options, warrants, calls, rights or commitments of any character to which the Company is a party relating to the issuance, sale, purchase or redemption of any Membership Interests or other equity interest of the Company, whether on conversion of other securities or otherwise. None of the issued and outstanding Membership Interests of the Company has been issued in violation of, or is subject to, any preemptive or subscription rights. Except for the Limited Liability Company Agreement, the Company is not a party to any stockholder or members agreement, voting trust agreement or any other similar contract, agreement, arrangement, commitment, plan or understanding restricting or otherwise relating to the voting, dividend, ownership or transfer rights of any Membership Interest or other equity interest of the Company. The Company has not made any payment of cash or distribution of assets to its members.

(e) All of the outstanding Membership Interests of the Company are duly authorized, validly issued, fully paid and nonassessable and free from all Encumbrances.

(f) True and complete copies of the minute books of the Company have been delivered to Buyer. Without limiting the generality of the foregoing, the minute books of the Company contain complete and accurate records of all meetings held of, and actions taken by,

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the members, managers and committees of the managers of the Company, and no such meetings have been held for which minutes have not been prepared or are not contained in such minute books, except for meetings of the managers or committees thereof at which no material action was taken.

4.2. Subsidiaries and Equity Interests. The Company does not, directly or indirectly, (i) own, of record or beneficially, any outstanding voting securities or other equity interests in any corporation, partnership, limited liability company, joint venture or other entity or (ii) control any corporation, partnership, limited liability company, joint venture or other entity.

4.3. Authority. (a) The Company has requisite limited liability company power and authority to execute, deliver and perform this Agreement and all of the Company Ancillary Agreements. The execution, delivery and performance of this Agreement and the Company Ancillary Agreements by the Company have been duly authorized and approved by the Company's managers and members and no other limited liability company proceedings on the part of the Company are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by the Company and is the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and each of the Company Ancillary Agreements to be executed by the Company will be, upon execution and delivery by the Company, a legal, valid and binding obligation of Company enforceable against the Company in accordance with its terms, in each case, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(b) Except as set forth in Schedule 4.3(b), neither the execution and delivery of this Agreement or any of the Company Ancillary Agreements or the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Encumbrance upon, any of the Company's assets, under (1) the Certificate of Formation or Limited Liability Company Agreement of the Company, (2) any Company Agreement, (3) any other material note, instrument, agreement, mortgage, lease, license, franchise, permit or other authorization, right, restriction or obligation to which the Company is a party or any of its assets or business is subject or by which the Company is bound, (4) any Court Order to which the Company is a party or any of its assets or business is subject or by which the Company is bound, or (5) any Requirements of Laws affecting the Company or its assets or business; or

(ii) require the approval, consent, authorization or act of, or the making by the Company of any declaration, filing or registration with, any Person.

(c) Each Seller has full legal capacity to execute, deliver and perform this Agreement and all of the Seller Ancillary Agreements to be executed by such Seller. This Agreement has been duly executed and delivered by the Sellers and is the legal, valid and binding obligation of each of the Sellers enforceable in accordance with its terms, and each of the Seller Ancillary Agreements to be executed by a Seller will be, upon execution and delivery by each such Seller, a legal, valid and binding obligation of each such Seller enforceable in accordance with its terms, in each case, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(d) Neither the execution and delivery of this Agreement or any of the Seller Ancillary Agreements to be executed by any Seller or the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Encumbrance upon such Seller's assets under, (1) any material note, instrument, agreement, mortgage, lease, license, franchise, permit or other authorization, right, restriction or obligation to which such Seller is a party or any of such Seller's assets or business is subject or by which such Seller is bound, (2) any Court Order to which such Seller is a party or any of such Seller's assets or business is subject or by which such Seller is bound, or (3) any Requirements of Laws affecting such Seller or such Seller's assets or business; or

(ii) require the approval, consent, authorization or act of, or the making by such Seller of any declaration, filing or registration with, any Person.

4.4. Financial Statements. Schedule 4.4 contains the balance sheets of the Company as of Date, 201_ and 201_ and as of Date, 201_ and 201_ and the related statements of income and cash flows for the periods then ended (the "Financial Statements"). Except as disclosed therein, the Financial Statements have been prepared in conformity with generally accepted accounting principles consistently applied and fairly present in all material respects the financial position of the Company at the dates of such balance sheets and the results of its operations and cash flows for the respective periods indicated. All costs and expenses incurred in generating the revenues reflected in the statements of income contained in the Financial Statements during the respective periods covered thereby which are required by generally accepted accounting principles to be reflected in such statements of income are so reflected.

4.5. Operations in Recent Periods. Since Date, 201_, there has been:

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(i) no Material Adverse Effect with respect to the Company and no fact or condition exists or is contemplated or, to the knowledge of the Company and the Sellers, threatened which might reasonably be expected to cause a Material Adverse Effect on the Company in the future; and

(ii) no damage, destruction, loss or claim, whether or not covered by insurance, or condemnation or other taking adversely affecting, in any material respect, any of the Company's assets or its business.

(b) Except as set forth in Schedule 4.5(b), since Date, 201_, the Company has conducted its business only in the ordinary course and in conformity with past practice. Without limiting the generality of the foregoing, since Date, 201_, except as set forth in such Schedule, the Company has not:

(i) issued, delivered or agreed (conditionally or unconditionally) to issue or deliver, or granted any option, warrant or other right to purchase, any of its membership interests or other equity interest or any security convertible into its membership interests or other equity interest;

(ii) issued, delivered or agreed (conditionally or unconditionally) to issue or deliver any of its bonds, notes or other debt securities, or borrowed or agreed to borrow any funds, or entered into, as lessee, any capitalized lease obligations (as defined in Statement of Financial Accounting Standards No. 13), other than in the ordinary course of business consistent with past practice;

(iii) paid any obligation or liability (absolute or contingent) other than current liabilities reflected on the Balance Sheet and current liabilities incurred since the Balance Sheet Date in the ordinary course of business consistent with past practice;

(iv) declared or made, or agreed to declare or make, any payment of dividends or distributions to its members or purchased or redeemed, or agreed to purchase or redeem, any of its membership interests or other equity interest;

(v) except in the ordinary course of business consistent with past practice, made or permitted any material amendment or termination of any Company Agreement;

(vi) undertaken or committed to undertake capital expenditures exceeding \$10,000 for any single project or related series of projects;

(vii) sold, leased (as lessor), transferred or otherwise disposed of (including any transfers from the Company to any Seller or any Affiliates of any Seller), or mortgaged or pledged, or imposed or suffered to be imposed any Encumbrance on, any of the assets reflected on the Balance Sheet or any assets acquired by the Company after the Balance

Sheet Date, except for inventory sold for fair value in the ordinary course of its business consistent with past practice and except for Permitted Encumbrances;

(viii) cancelled any debts owed to or claims held by the Company (including the settlement of any claims or litigation);

(ix) instituted any increase in any compensation to any employee of the Company that is in excess of 10% of such employee's compensation for the prior year or in any profit-sharing, bonus, incentive, deferred compensation, insurance, pension, retirement, medical, hospital, disability, welfare or other benefits made available to employees of the Company;

(x) made or permitted any material amendment to any Company Agreement;

(xi) accelerated or delayed collection of notes or accounts receivable in advance of or beyond their regular due dates or the dates when the same would have been collected in the ordinary course of its business consistent with past practice;

(xii) delayed or accelerated payment of any account payable or other liability beyond or in advance of its due date or the date when such liability would have been paid in the ordinary course of its business consistent with past practice;

(xiii) made any change in the accounting principles and practices used by the Company from those applied in the preparation of the Balance Sheet and the related statements of income and cash flow for the period ended on the Balance Sheet Date;

(xiv) prepared or filed any Tax Return inconsistent with past practice or, on any such Tax Return, taken any position, made any election, or adopted any method that is inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods (including, without limitation, positions, elections or methods which would have the effect of deferring income to periods after the Closing Date or accelerating deductions to periods prior to the Closing Date); or

(xv) entered into or become committed to enter into any other material transactions except in the ordinary course of business consistent with past practice.

4.6. No Undisclosed Liabilities. The Company is not subject to any liability (including, without limitation, unasserted claims, whether known or unknown), whether absolute, contingent, accrued or otherwise, which is not shown or which is in excess of amounts shown or reserved for in the Balance Sheet, other than liabilities of the same nature as those set forth in the Balance Sheet and the notes thereto that are reasonably incurred in the ordinary course of its business consistent with past practice after the Balance Sheet Date.

4.7. Taxes. (a) Except as set forth on Schedule 4.7(a), (i) the Company has filed all Tax Returns required to be filed; (ii) all such Tax Returns are complete and accurate and disclose all Taxes required to be paid by the Company for the periods covered thereby and all Taxes shown to be due on such Tax Returns have been timely paid; (iii) the Company is not currently the beneficiary of any extension of time within which to file any Tax Return; (iv) all Taxes (whether or not shown on any Tax Return) owed by the Company have been timely paid; (v) the Company has not waived or been requested to waive any statute of limitations in respect of Taxes which waiver is currently in effect; (vi) the Tax Returns referred to in clause (i), to the extent related to income Taxes, have been examined by the appropriate taxing authority or the period for assessment of the Taxes in respect of which such Tax Returns were required to be filed has expired; (vii) there is no action, suit, investigation, audit, claim or assessment pending or proposed or threatened with respect to Taxes of the Company and, to the knowledge of the Company and the Sellers, no basis exists therefor; (viii) all deficiencies asserted or assessments made as a result of any examination of the Tax Returns referred to in clause (i) have been paid in full; (ix) all Tax Sharing Arrangements and Tax indemnity arrangements relating to the Company (other than this Agreement) will terminate prior to the Closing Date and the Company will not have any liability thereunder on or after the Closing Date; (x) there are no liens for Taxes upon the assets of the Company except liens relating to current Taxes not yet due; (xi) all Taxes which the Company is required by law to withhold or to collect for payment have been duly withheld and collected, and have been paid or accrued, reserved against and entered on the books of the Company and (xii) the Company has not had any direct or indirect ownership in any corporation, partnership, joint venture or other entity.

(b) No transaction contemplated by this Agreement is subject to withholding under Section 1445 of the Code (relating to FIRPTA) and no stock transfer Taxes, sales Taxes, use Taxes, real estate transfer or gains Taxes, or other similar Taxes will be imposed on the transactions contemplated by this Agreement.

(c) The Company has made a valid election under Section 754 of the Code and such election remains in effect.

4.8. Availability of Assets. The assets owned or leased by the Company constitute all the assets used in its business (including, but not limited to, all books, records, computers and computer programs and data processing systems) and are in good condition (subject to normal wear and tear and immaterial impairments of value and damage) and serviceable condition and are generally suitable for the uses for which intended. [Need to discuss any contracts and other assets used in the business of the Company that are possessed by Sayers.]

4.9. Governmental Permits. (a) The Company owns, holds or possesses all licenses, franchises, permits, privileges, immunities, approvals and other authorizations from Governmental Bodies which are necessary to entitle it to own or lease, operate and use its assets and to carry on and conduct its business substantially as currently conducted (herein collectively called "Governmental Permits"). Schedule 4.9(a) sets forth a list and brief description of each Governmental Permit, except for such incidental licenses, permits and other authorizations which

would be readily obtainable by any qualified applicant without undue burden in the event of any lapse, termination, cancellation or forfeiture thereof. Complete and correct copies of all of the Governmental Permits have heretofore been delivered to Buyer.

(b) (i) The Company has fulfilled and performed its obligations under each of the Governmental Permits, and no event has occurred or condition or state of facts exists which constitutes or, after notice or lapse of time or both, would constitute a breach or default under any such Governmental Permit or which permits or, after notice or lapse of time or both, would permit revocation or termination of any such Governmental Permit, or which might adversely affect in any material respect the rights of the Company under any such Governmental Permit; (ii) no notice of cancellation, of default or of any material dispute concerning any Governmental Permit, or of any event, condition or state of facts described in the preceding clause, has been received by, or is known to, the Company or the Sellers; and (iii) each of the Governmental Permits is valid, subsisting and in full force and effect and will continue in full force and effect after the Closing Date, in each case without (x) the occurrence of any breach, default or forfeiture of rights thereunder, or (y) the consent, approval, or act of, or the making of any filing with, any Governmental Body.

4.10. Real Property. (a) The Company does not own, and has never owned, any real property and does not have any option to acquire any real property.

(b) Schedule 4.10(b) sets forth a list and brief description of each lease or similar agreement (showing the parties thereto, annual rental, expiration date, renewal and purchase options, if any, the improvements thereon, the uses being made thereof, and the location and the legal description of the real property covered by, and the space occupied under, such lease or other agreement) under which the Company is lessee of, or holds, uses or operates, any real property owned by any third Person (the "Leased Real Property"). The Company has the right to quiet enjoyment of all the Leased Real Property described in such Schedule for the full term of each such lease or similar agreement (and any renewal option) relating thereto, and the leasehold or other interest of the Company in such Leased Real Property is not subject or subordinate to any Encumbrance except for Permitted Encumbrances. Except as set forth in Schedule 4.10(b), and except for Permitted Encumbrances, there are no agreements or other documents governing or affecting the occupancy or tenancy of any of the Leased Real Property by the Company.

4.11. Personal Property. Schedule 4.11 contains a detailed list of all machinery, equipment, vehicles, furniture and other personal property owned by the Company. The Company has good and marketable title to all of its assets and properties, free and clear of all Encumbrances, except for Permitted Encumbrances.

4.12. Personal Property Leases. Schedule 4.12 contains a brief description of each lease or other agreement or right, whether written or oral (including in each case the annual rental, the expiration date thereof and a brief description of the property covered), under which the Company is lessee of, or holds or operates, any machinery, equipment, vehicle or other tangible personal property owned by a third Person.

4.13. Intellectual Property; Software. (a) Schedule 4.13(a) contains a list and description (showing in each case the registered or other owner, expiration date and number, if any) of all intellectual property owned by, licensed to, or used by the Company in the conduct of the Company's business ("Intellectual Property"). The Intellectual Property includes:

(i) all United States, state and foreign trademarks, service marks, logos, trade dress, Internet domain names and trade names (including all assumed or fictitious names under which the Company is conducting its business or has conducted its business), whether registered or unregistered, and pending applications to register the foregoing ("Trademarks"); and

(ii) all confidential ideas, trade secrets, know-how, concepts, methods, processes, formulae, reports, data, databases, customer lists, mailing lists, business plans, or other proprietary information ("Trade Secrets").

The Company does not own, license or use (i) any United States and foreign patents, patent applications, continuations, continuations-in-part, divisions, reissues, patent disclosures, inventions (whether or not patentable) or (ii) improvements thereto ("Patents") or any registered United States or foreign copyrights ("Copyrights").

(b) Schedule 4.13(b) contains a list and description (showing in each case any owner, licensor or licensee) of all computer software programs and software systems licensed to or used by the Company, including, without limitation, all compilations, tool sets, compilers, higher level or proprietary languages, related documentation and materials, whether in source code, object code or human readable form ("Software"); provided, however, that Schedule 4.13(b) may omit Software licensed to the Company that is available in consumer retail stores and subject to license agreements that become effective when the purchaser breaks the Software package. The Company does not own any Software.

(c) Schedule 4.13(c) contains a list and description of all agreements, commitments, contracts, understandings, licenses, sublicenses, assignments and indemnities which relate or pertain to any Intellectual Property or Software identified in Section 4.13(a) or 4.13(b) or to disclosure or use of ideas or information of the Company or third Persons to which the Company is a party, showing in each case the parties thereto and the material terms thereof.

(d) The Company either: (i) owns the entire right, title and interest in and to the Intellectual Property and Software, free and clear of any Encumbrance; or (ii) has the perpetual, royalty-free right to use the same.

(e) The Company is not in breach of any material provision of any agreement, commitment, contract, understanding, license, sublicense, assignment or indemnity which relates to any of the Intellectual Property or Software, and the Company has not taken any action which would impair or otherwise adversely effect its rights in any of the Intellectual Property or Software. The Company has all right, power and authority with respect to the Intellectual

Property, Software and materials identified in Sections 4.13(a) and 4.13(b), to execute and deliver this Agreement and the Company Ancillary Agreements, to consummate the transactions contemplated hereby and thereby and to comply with or fulfill the terms, conditions or provisions hereof or thereof. The transactions contemplated by this Agreement and the Company Ancillary Agreements will have no adverse effect on the validity and enforceability of any of the Intellectual Property, Software or materials identified in Sections 4.13(a) and 4.13(b).

(f) (i) All registrations for Intellectual Property identified as being owned by the Company are valid and in force, and all applications to register any unregistered Intellectual Property are pending and in good standing, all without challenge of any kind; (ii) the Intellectual Property owned by the Company is valid and enforceable; and (iii) the Company has the sole and exclusive right to bring actions for infringement or unauthorized use of the Intellectual Property owned by the Company, and to the knowledge of the Company and the Sellers, there is no basis for any such action. Correct and complete copies of: (x) registrations for all registered Trademarks identified in Schedule 4.13(a) as being owned by the Company; (y) all pending applications to register unregistered Trademarks identified in Schedule 4.13(a) as being owned by the Company (together with any subsequent correspondence or filings relating to the foregoing); and (z) all items identified in Schedule 4.13(c) have heretofore been delivered by the Company to Buyer.

(g) No infringement, misappropriation or violation of any copyright, trademark, service mark, trade name, patent, patent right, trade secret or other property right of any other Person has occurred from the operations of the Company's business. No claim of any infringement of any copyright, trademark, service mark, trade name, patent, patent right, trade secret or other property right of any other Person has been made or asserted in respect of the operations of the Company's business. Neither the Company nor the Sellers has had notice of, or knowledge of any basis for, a claim against the Company that its operations, activities, products, software, equipment, machinery or processes infringe any copyright, trademark, service mark, trade name, patent, patent right, trade secret or other property right of any other Person.

(h) Except as disclosed in Schedule 4.13(h), all employees, agents, consultants, or contractors who have contributed to or participated in the creation or development of any copyrightable, patentable or trade secret material on behalf of the Company or any predecessor in interest thereto either: (i) is a party to a "work-for-hire" agreement under which the Company is deemed to be the original owner/author of all property rights therein; or (ii) has executed an assignment or an agreement to assign in favor of the Company (or such predecessor in interest, as applicable) of all right, title and interest in such material.

4.14. Accounts Receivable; Inventory. (a) All accounts receivable of the Company have arisen from bona fide transactions by the Company in the ordinary course of its business. All accounts receivable reflected in the Balance Sheet are good and collectible in the ordinary course of business at the aggregate recorded amounts thereof; and all accounts receivable to be reflected on the books and records of the Company as of the Closing Date will

be good and collectible in the ordinary course of business at the aggregate recorded amounts thereof.

(b) The inventories of the Company are in good, merchantable and useable condition and are reflected in the Balance Sheet and will be reflected in the Closing Date Balance Sheet in accordance with generally accepted accounting principles. The Company has purchased inventory only to fulfill firm orders in existence on the date of such purchase and not for speculative or other reasons.

4.15. Title to Property. The Company has good title to all of its assets reflected on the Balance Sheet as being owned by it and all of the assets thereafter acquired by it (except to the extent that such assets have been disposed of after the Balance Sheet Date in the ordinary course of business consistent with past practice), free and clear of all Encumbrances, except for Permitted Encumbrances.

4.16. Employee Benefit Plans. (a) Set forth in Schedule 4.16(a) is a true and complete list of each "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA) maintained by the Company or an ERISA Affiliate, or with respect to which the Company or an ERISA Affiliate is or will be required to make any payment (the "Pension Plans"). Set forth in Schedule 4.16(a) is a true and complete list of each "employee welfare benefit plan" (as such term is defined in Section 3(1) of ERISA) maintained by the Company, or with respect to which the Company is or will be required to make any payment, or which provides or will provide benefits to present or prior employees of the Company due to such employment (the "Welfare Plans") (the Pension Plans and Welfare Plans being the "ERISA Benefit Plans"). In addition, set forth in Schedule 4.16(a) is a true and complete list of each other "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA) that is or has ever been subject to Section 302 of ERISA and (i) maintained by the Company or an ERISA Affiliate at any time prior to the Closing Date, or (ii) with respect to which the Company or an ERISA Affiliate was required to make any payment at any time during such period (the "Prior Pension Plans").

(b) Other than those listed in Schedule 4.16(a), set forth in Schedule 4.16(b) is a true and complete list of each of the following to which the Company is a party or with respect to which it is or will be required to make any payment (the "Non-ERISA Commitments"):

(i) each retirement, savings, profit sharing, deferred compensation, severance, stock ownership, stock purchase, stock option, performance, bonus, incentive, vacation or holiday pay, hospitalization or other medical, disability, life or other insurance, or other welfare, benefit or fringe benefit plan, policy, trust, understanding or arrangement of any kind, whether written or oral; and

(ii) each employee collective bargaining agreement and each agreement, understanding or arrangement of any kind, whether written or oral, with or for the benefit of any present or prior officer, director, employee, agent or consultant (including, without

limitation, each employment, compensation, deferred compensation, severance or consulting agreement or arrangement, confidentiality agreement, covenant not to compete and any agreement or arrangement associated with a change in ownership or control of the Company, but excluding employment agreements terminable by the Company without premium or penalty on notice of 30 days or less under which the only monetary obligation of the Company is to make current wage or salary payments and provide current fringe benefits).

The Company has delivered to Buyer correct and complete copies of (i) all written Non-ERISA Commitments and (ii) all insurance and annuity policies and contracts and other documents relevant to any Non-ERISA Commitment. Schedule 4.16(b) contains a complete and accurate description of all oral Non-ERISA Commitments. None of the ERISA Benefit Plans or the Non-ERISA Commitments is subject to the law of any jurisdiction outside of the United States of America.

(c) The Company has delivered to Buyer with respect to each ERISA Benefit Plan, correct and complete copies, where applicable, of (i) all plan documents and amendments thereto, trust agreements and amendments thereto and insurance and annuity contracts and policies, (ii) the current summary plan description, (iii) the Annual Reports (Form 5500 series) and accompanying schedules, as filed, for the most recently completed three plan years for which such reports have been filed, (iv) the financial statements for the most recently completed three plan years for which such statements have been prepared (v) the actuarial reports for the most recently begun three plan years for which such reports exist, (vi) the most recent determination letter issued by the IRS and the application submitted with respect to such letter, (vii) PBGC Form 1, if any, for the most recently begun plan year and (viii) all correspondence with the IRS, Department of Labor and Pension Benefit Guaranty Corporation concerning any controversy. Each report described in clause (v) of the preceding sentence accurately describes the funded status of the plan to which it relates and subsequent to the date of such report there has been no adverse change in the funding status or financial condition of such plan. Neither the Company nor any ERISA Affiliate has contributed to or been required to contribute to any Pension Plan that is a "multi-employer plan" (within the meaning of Section 3(37) of ERISA).

(d) Neither the Company nor any ERISA Affiliate has maintained, contributed to or been required to contribute to any Pension Plan which is subject to Section 302 of ERISA. Each Pension Plan which is intended to qualify under Section 401(a) of the Code has been determined to be so qualified by the IRS, and no circumstance has occurred or exists which might cause such plan to cease being so qualified.

(e) There is no pending or, to the knowledge of the Company or the Sellers, threatened claim in respect of any of the ERISA Benefit Plans other than claims for benefits in the ordinary course of business. Each of the ERISA Benefit Plans (i) has been administered in accordance with its terms and (ii) complies in form, and has been administered in accordance, with the requirements of ERISA and, where applicable, the Code. The Company and each ERISA Affiliate has complied with the health care continuation requirements of Part 6 of Title I

of ERISA. The Company has no obligation under any ERISA Benefit Plans or otherwise to provide health or other welfare benefits to any prior employees or any other person, except as required by Part 6 of Title I of ERISA. The consummation of the transaction contemplated by this Agreement will not result in an increase in the amount of compensation or benefits or accelerate the vesting or timing of payment of any compensation or benefits payable to or in respect of any participant. The Company is in compliance with the requirements of the Workers Adjustment and Retraining Notification Act ("WARN") and has no liabilities pursuant to WARN.

(f) Neither the Company nor, to the knowledge of the Company or the Sellers, any other "disqualified person" (within the meaning of Section 4975 of the Code) or "party in interest" (within the meaning of Section 3(14) of ERISA) has taken any action with respect to any ERISA Benefit Plan which could reasonably subject any such plan (or its related trust) or the Company or any officer, director or employee of any of the foregoing to the penalty or tax under Section 502(i) or Section 502(l) of ERISA or Section 4975 of the Code.

(g) The Company has no potential liability, whether direct or indirect, contingent or otherwise, under Section 4063, 4064, 4069, 4204 or 4212(c) of ERISA.

(h) Schedule 4.16(h) contains: (i) a list of all employees or commission salespersons of the Company as of the date hereof; (ii) the then current annual compensation of, and a description of the fringe benefits (other than those generally available to employees of the Company) provided by the Company to any such employees or commission salespersons; (iii) a list of all oral or written salary, bonus or other cash or non-cash compensation agreements or arrangements of any kind between the Company and any current or former employees or consultants of the Company or any other Persons setting forth in detail the terms of such agreement or arrangement (iv) a list of all present or former employees or commission salespersons of the Company in calendar year 1998 who have terminated or given notice of their intention to terminate their relationship with the Company since Date, 201_; (v) a list of any increase, effective after Date, 201_, in the rate of compensation of any employees or commission salespersons if such increase exceeds __% of the previous annual salary of such employee or commission salesperson; and (vi) a list of all substantial changes in job assignments of, or arrangements with, or promotions or appointments of, any employees or commission salespersons described in clause (i).

(i) (i) To the knowledge of the Company and the Sellers, the Company is not involved in any transaction or other situation with any employee, officer, manager or Affiliate of the Company which may be generally characterized as a "conflict of interest", including, but not limited to, direct or indirect interests in the business of competitors, suppliers or customers of the Company, and (ii) there are no situations with respect to the Company which involved or involves (A) the use of any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity, (B) the making of any direct or indirect unlawful payments to government officials or others from corporate funds or the establishment or maintenance of any unlawful or unrecorded funds, (C) the violation of any of the provisions of

The Foreign Corrupt Practices Act of 1977, or any rules or regulations promulgated thereunder, (D) the receipt of any illegal discounts or rebates or any other violation of the antitrust laws or (E) any investigation by the SEC or any other federal, foreign, state or local government agency or authority.

(j) Except as set forth in Schedule 4.16(j) hereto, since December 31, 1997, the Company has not, directly or indirectly, purchased, leased from others or otherwise acquired any material property or obtained any material services from, or sold, leased to others or otherwise disposed of any material property or furnished any material services to (except with respect to remuneration for services rendered as a manager, officer or employee of the Company), in the ordinary course of business or otherwise, (i) any member of the Company, (ii) any Affiliate of the Company, (iii) any person who is an officer or manager of the Company or (iv) any Associate of any person referred to in clause (i), (ii) or (iii) above. Except as set forth in Schedule 4.16(j) hereto, the Company does not owe any amount in excess of \$_____ to, or have any contract with or commitment to, any member, manager, officer or employee of the Company (other than for compensation for current services not yet due and payable and reimbursement of expenses arising in the ordinary course of business) and none of such persons owes any amount in excess of \$10,000 to the Company.

4.17. Employee Relations. The Company has complied in all material respects with all applicable laws, rules and regulations which relate to prices, wages, hours, discrimination in employment and collective bargaining and to the operation of its business and is not liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. The Company believes that the Company's relations with its employees are satisfactory. The Company is not a party to any collective bargaining agreement, and the Company is not a party to, and it is not affected by or threatened with, any dispute or controversy with a union or with respect to unionization or collective bargaining involving its employees. The Company is not materially affected by any dispute or controversy with a union or with respect to unionization or collective bargaining involving any supplier or customer of the Company.

4.18. Contracts. (a) Except as set forth in Schedule 4.18 or any other Schedule hereto, the Company is not a party to or bound by:

- (i) any contract for the purchase, sale or lease of real property;
- (ii) any contract for the purchase of materials used in the ordinary course of business which involved the payment of more than \$_____ in 201_, which the Company reasonably anticipates will involve the payment of more than \$_____ in 201_ or which extends beyond Date, 201_;
- (iii) any contract for the sale of goods or services which involved the payment of more than \$_____ in 201_, which the Company reasonably anticipates will involve the payment of more than \$_____ in 201_ or which extends beyond Date, 201_;

(iv) any contract for the purchase, licensing or development of software to be used by the Company (other than software licensed to the Company that is available in consumer retail stores and subject to license agreements that become effective when the purchaser breaks the Software package);

(v) any consignment, distributor, dealer, manufacturers representative, sales agency, advertising representative or advertising or public relations contract;

(vi) any guarantee of the obligations or liabilities of customers, suppliers, officers, managers, employees, Affiliates of the Company or others;

(vii) any agreement which provides for, or relates to, the incurrence by the Company of debt for borrowed money (including any interest rate or foreign currency swap, cap, collar, hedge or insurance agreements, or options or forwards on such agreements, or other similar agreements for the purpose of managing the interest rate and/or foreign exchange risk associated with its financing) or the extension of credit (other than in the ordinary course of business consistent with past practice) by the Company to any other Person;

(viii) any agreement or understanding with a third Person that restricts the Company from carrying on its business anywhere in the world;

(ix) any contract which provides for, or relates to, any non-competition or confidentiality arrangement with any Person, including any current or former officer or employee of the Company;

(x) any contract or group of related contracts for capital expenditures in excess of \$10,000 for any single project or related series of projects;

(xi) any partnership, joint venture or other similar arrangement or agreement involving a sharing of profits or losses;

(xii) any other contract which involves payments or receipts by the Company of more than \$10,000;

(xiii) any contract with any Seller or any Affiliate of the Company or any Seller;

(xiv) any contract not made in the ordinary course; or

(xv) any contract for any purpose (whether or not made in the ordinary course of the business or otherwise not required to be listed or described in Schedule 4.18) which is material to the Company or its business.

4.19. Status of Contracts. Except as set forth in Schedule 4.19 or in any other Schedule hereto, each of the leases, contracts and other agreements listed in Schedules 4.10(b), 4.12, 4.13(a), (b), or (c), 4.16(a) or (b) and 4.18 (collectively, the "Company Agreements") constitutes a valid and binding obligation of the parties thereto and is in full force and effect and (except as set forth in Schedule 4.3(b)) will continue in full force and effect after the Closing, in each case without breaching the terms thereof or resulting in the forfeiture or impairment of any rights thereunder and without the consent, approval or act of, or the making of any filing with, any other party. The Company has fulfilled and performed its obligations under each of the Company Agreements, and the Company is not in, or alleged to be in, breach or default under, nor is there or is there alleged to be any basis for termination of, any of the Company Agreements and, to the knowledge of the Company and the Sellers, no other party to any of the Company Agreements has breached or defaulted thereunder, and no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute such a default or breach by the Company or, to the knowledge of the Company and the Sellers, by any such other party. The Company is not currently renegotiating any of the Company Agreements or paying liquidated damages in lieu of performance thereunder. Complete and correct copies of each of the Company Agreements have heretofore been delivered to Buyer.

4.20. No Violation, Litigation or Regulatory Action.

- (i) The Company is not subject to any Court Order applicable to the Company's assets or business;
- (ii) The Company's assets and their uses comply with all applicable Requirements of Laws and Court Orders;
- (iii) The Company has complied with all Requirements of Laws and Court Orders which are applicable to the Company's assets or its business;
- (iv) There are no lawsuits, claims, suits, proceedings or investigations pending or, to the knowledge of the Company and the Sellers, threatened against or affecting the Company or its assets or business nor, to the knowledge of the Company, is there any basis for any of the same, and there are no lawsuits, suits or proceedings pending in which the Company is the plaintiff or claimant;
- (v) There is no action, suit or proceeding pending or, to the knowledge of the Company and the Sellers, threatened which questions the legality or propriety of the transactions contemplated by this Agreement; and
- (vi) to the knowledge of the Company and the Sellers, no legislative or regulatory proposal has been adopted or is pending which could adversely affect the Company's business in any material respect.

4.21. Insurance. Schedule 4.21 sets forth a list and brief description (including nature of coverage, limits, deductibles, premiums and the loss experience for the most recent five years with respect to each type of coverage) of all policies of insurance maintained, owned or held by or on behalf of the Company on the date hereof. The Company has complied with each of such insurance policies and has not failed to give any notice or present any claim thereunder in a due and timely manner. The Company has delivered to Buyer correct and complete copies of the most recent inspection reports, if any, received from insurance underwriters as to the condition of the assets and properties of the Company.

4.22. Customers and Suppliers. Set forth in Schedule 4.22 hereto is a list of names and addresses of the ten largest customers and the ten largest suppliers (measured by dollar volume of purchases or sales in each case) of the Company and the percentage of the Company's business which each such customer or supplier represents or represented during the year ended Date, 201_ and the period Date, 201_ through Date, 201_. Except as set forth in Schedule 4.22, there exists no actual or threatened termination, cancellation or limitation of, or any modification or change in, the business relationship of the Company with any customer or group of customers listed in Schedule 4.22, or whose purchases individually or in the aggregate are material to the operations of the Company's business, or with any supplier or group of suppliers listed in Schedule 4.22, or whose sales individually or in the aggregate are material to the operations of the Company's business, and there exists no present or future condition or state of facts or circumstances involving customers or suppliers which the Company or any of the Sellers can now reasonably foresee would materially adversely affect the Company's business or prevent the conduct of such business after the consummation of the transactions contemplated by this Agreement in essentially the same manner in which it has heretofore been conducted.

4.23. No Finder. Neither the Company, the Sellers nor any Person acting on behalf of the Company or any of the Sellers has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to the Company and the Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to the Company and the Sellers and agrees as follows:

5.1. Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has requisite corporate power and authority to own or lease and to operate and use its properties and assets and to carry on its business as now conducted.

5.2. Authority. (a) Buyer has requisite corporate power and authority to execute, deliver and perform this Agreement and all of the Buyer Ancillary Agreements. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by Buyer's board of directors or a duly authorized committee thereof and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement, the Buyer Ancillary Agreements and the transactions contemplated hereby and thereby. This Agreement has been duly authorized, executed and delivered by Buyer and is the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, and each of the Buyer Ancillary Agreements has been duly authorized by Buyer and upon execution and delivery by Buyer will be a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, in each case, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(b) Neither the execution and delivery of this Agreement or any of the Buyer Ancillary Agreements or the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Encumbrance upon any of Buyer's assets under, (1) the Articles of Incorporation or By-laws of Buyer, (2) any material note, instrument, agreement, mortgage, lease, license, franchise, permit or other authorization, right, restriction or obligation to which Buyer is a party or any of their respective material assets or business is subject or by which Buyer is bound, (3) any Court Order to which Buyer is a party or by which Buyer is bound or (4) any Requirements of Laws affecting Buyer; or

(ii) require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third Person.

5.3. No Finder. Neither Buyer nor any Person acting on behalf of Buyer has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

ARTICLE VI

ADDITIONAL AGREEMENTS

6.1. Covenant Not to Compete or Solicit Business. (a) In furtherance of the sale of the Purchased Membership Interest to Buyer hereunder and more effectively to protect the value and goodwill of the assets and business of the Company represented by the Purchased Membership Interest to be acquired hereby, Seller A covenants and agrees that, for a period ending on the fifth anniversary of the Closing Date, neither he nor any of his Affiliates will:

(i) directly or indirectly (whether as principal, agent, independent contractor, employee, partner or otherwise) own, manage, operate, control, participate in, perform services for, or otherwise carry on, a business competitive with the business of the Company as described in Schedule 6.1 immediately prior to the Closing Date anywhere in the United States (it being understood by the parties hereto that the Company's business is not limited to any particular region of the United States and that such business may be engaged in effectively from any location in the United States); or

(ii) induce or attempt to persuade any employee, agent or customer of the Company to terminate such employment, agency or business relationship in order to enter into any such relationship on behalf of any other business organization in competition with the Company;

provided, however, that nothing set forth in this Section 6.1 shall prohibit Seller A or his Affiliates from owning not in excess of 5% in the aggregate of any class of capital stock of any corporation if such stock is publicly traded and listed on any national or regional stock exchange or reported on the National Association of Securities Dealers Automated Quotations (NASDAQ) System. In addition, Seller A covenants and agrees that neither he nor any of his Affiliates will divulge or make use of any trade secrets or other confidential information of the Company's business other than to disclose such secrets and information to Buyer or its Affiliates. Without limiting the right of Buyer to pursue all other legal and equitable rights available to it for violation of this Section 6.1 by either Seller A or his Affiliates, it is agreed that other remedies cannot fully compensate Buyer or the Company for such a violation and that Buyer and the Company shall each be entitled to injunctive relief to prevent violation or continuing violation thereof. It is the intent and understanding of each party hereto that if, in any action before any court or agency legally empowered to enforce this Section 6.1, any term, restriction, covenant or promise in this Section 6.1 is found to be unreasonable and for that reason unenforceable, then such term, restriction, covenant or promise shall be deemed modified to the extent necessary to make it enforceable by such court or agency.

6.2. Tax Matters. (a) Liability for Taxes. (i) Each of the Sellers shall be jointly and severally liable for and shall pay, and pursuant to Article VII shall jointly and severally

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indemnify and hold harmless each Buyer Group Member (and the Company) from and against all Taxes imposed on the Company, or for which the Company may otherwise be liable, for any taxable year or period that ends on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date. The Sellers hereby waive any right to receive any payment or distribution of cash or assets from the Company under the Limited Liability Company Agreement or otherwise, including the right to receive any distribution or payment in connection with the payment of any Taxes for which the Sellers are or become liable.

(ii) The Company shall be liable for and shall pay, and pursuant to Article VII Buyer shall indemnify the Sellers against, all Taxes imposed on the Company for any taxable year or period that begins after the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period beginning after the Closing Date; provided, however, that the Company shall not be liable for or pay, and Buyer shall not indemnify the Sellers against, any Taxes for which the Sellers are liable under this Agreement (including, without limitation, Section 4.7 and Section 6.2(a)(i)).

(iii) For purposes of Sections 6.2(a)(i) and (a)(ii), whenever it is necessary to determine the liability for Taxes of the Company for a Straddle Period, the determination of the Taxes of the Company for the portion of the Straddle Period ending on and including, and the portion of the Straddle Period beginning after, the Closing Date shall be determined by assuming that the Straddle Period consisted of two taxable years or periods, one which ended at the close of the Closing Date and the other which began at the beginning of the day following the Closing Date, and, subject to paragraph (a)(iv) of this Section 6.1, items of income, gain, deduction, loss or credit of the Company for the Straddle Period shall be allocated between such two taxable years or periods on a "closing of the books basis" by assuming that the books of the Company were closed at the close of the Closing Date; provided, however, that exemptions, allowances or deductions that are calculated on an annual basis, such as the deduction for depreciation, shall be apportioned between such two taxable years or periods on a daily basis.

(iv) Notwithstanding anything herein to the contrary, each of the Sellers shall be jointly and severally liable for and shall pay, and pursuant to Article VII shall jointly and severally indemnify each Buyer Group Member from and against, any real property transfer or gains Tax, sales Tax, use Tax, stamp Tax, stock transfer Tax, or other similar Tax imposed on the transactions contemplated by this Agreement.

(b) Tax Returns. Sellers shall file or cause to be filed when due (taking into account all extensions properly obtained) all Tax Returns that are required to be filed by or with respect to the Company for taxable years or periods ending on or before the Closing Date and the Sellers shall remit (or cause to be remitted) any Taxes due in respect of such Tax Returns, and Buyer shall file or cause to be filed when due all Tax Returns that are required to be filed by or with respect to the Company for taxable years or periods ending after the Closing Date and Buyer shall remit (or cause to be remitted) any Taxes due in respect of such Tax Returns. The Sellers or Buyer shall reimburse the other party the Taxes for which the Sellers or Buyer are

liable pursuant to Section 6.2(a) but which are payable with any Tax Return to be filed by the other party pursuant to this Section 6.2(b) upon the written request of the party entitled to reimbursement setting forth in detail the computation of the amount owed by the Sellers or Buyer, as the case may be, but in no event earlier than 10 days prior to the due date for paying such Taxes without regard to the aggregate indemnification limitations set forth in Sections 7.1 and 7.2. All Tax Returns which the Sellers are required to file or cause to be filed in accordance with this Section 6.2(b) shall be prepared and filed in a manner consistent with past practice and, on such Tax Returns, no position shall be taken, elections made or method adopted that is inconsistent with positions taken, elections made or methods used in preparing and filing similar Tax Returns in prior periods (including, but not limited to, positions, elections or methods which would have the effect of deferring income to periods for which Buyer is liable under this Section 6.2 or accelerating deductions to periods for which the Sellers are liable under this Section 6.2).

(c) Assistance and Cooperation. After the Closing Date, each of the Sellers and Buyer shall (and cause their respective Affiliates to), subject to the foregoing provisions:

(i) timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns or other reports with respect to, Taxes described in Section 6.2(a)(iv) (relating to sales, transfer and similar Taxes);

(ii) assist the other party in preparing any Tax Returns which such other party is responsible for preparing and filing in accordance with Section 6.2(b);

(iii) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding, any Tax Returns of the Company;

(iv) make available to the other and to any taxing authority as reasonably requested all information, records, and documents relating to Taxes of the Company; and

(v) furnish the other with copies of all correspondence received from any taxing authority in connection with any Tax audit or information request with respect to any such taxable period.

(d) Survival of Obligations. Notwithstanding anything to the contrary in this Agreement the representations, warranties, covenants and agreements of the parties set forth in this Section 6.2 shall be unconditional and absolute and shall remain in effect without limitation as to time.

ARTICLE VII

INDEMNIFICATION

7.1. Indemnification by the Sellers. (a) From and after the Closing Date, each of the Sellers shall jointly and severally indemnify and hold harmless each Buyer Group Member from and against any and all Losses and Expenses incurred by such Buyer Group Member in connection with or arising from:

(i) any breach or failure to perform, or alleged breach or failure to perform, by the Company (on or prior to the Closing Date) or any Seller of any of their respective agreements, covenants or obligations in this Agreement or in any Company Ancillary Agreement or Seller Ancillary Agreement;

(ii) any breach, or alleged breach, of any warranty or the inaccuracy, or alleged inaccuracy, of any representation or warranty of the Company or any Seller contained or referred to in this Agreement;

(iii) any failure of the Sellers or the Company to obtain any consent set forth in Schedule 4.3(b);

(iv) any salary, bonus or other cash or non-cash compensation due from the Company to any present or former employee or consultant or any other Person pursuant to any written or oral agreement or arrangement in existence on or prior to the Closing Date that is not set forth on Schedule 4.16(h);

provided, however, that the Sellers shall be required to indemnify and hold harmless Buyer Group Members under clause (ii) of this Section 7.1(a) only if Losses and Expenses thereunder exceed \$ _____ in the aggregate, but if such Losses and Expenses exceed such amount Sellers shall, subject to the next proviso, be required to indemnify and hold harmless Buyer Group Members for the entire amount of such Losses and Expenses without deduction; and provided, further, that the maximum aggregate amount that any Seller shall be required to indemnify and hold harmless all Buyer Group Members under clause (ii) of this Section 7.1(a) with respect to Losses and Expenses incurred by Buyer Group Members (other than Loss and Expense incurred as a result of breaches or inaccuracies of the representations and warranties of the Company and the Sellers contained in Sections 4.1, 4.7 and 6.2, as to which this proviso shall have no effect) shall be limited to an amount equal to the sum of (A) the Purchase Price and (B) the Sayers Payment, multiplied by such Seller's Purchased Membership Interest Percentage.

(b) The indemnification provided for in this Section 7.1 shall terminate two years after the Closing Date (and no claims shall be made by any Buyer Group Member under this

Section 7.1 thereafter), except that the indemnification obligation of the Sellers shall continue as to:

(i) the representations and warranties set forth in Sections 4.1, 4.3, 4.7 and 4.23, the covenants of each of the Sellers set forth in Sections 8.2 and 8.12 and the representations and warranties and covenants of the Sellers set forth in Section 6.2, as to all of which no time limitation shall apply;

(ii) the covenants set forth in Sections 6.1 and 8.13, as to which the indemnification provided for in this Section 7.1 shall terminate one year after the expiration of the period provided for therein; and

(iii) any Loss or Expense of which any Buyer Group Member has notified each of the Sellers in accordance with the requirements of Section 7.3 on or prior to the date such indemnification obligation would otherwise terminate in accordance with this Section 7.1(b), as to which the indemnification obligation of the Sellers shall continue until the liability of each of the Sellers shall have been determined pursuant to this Article VII, and each Seller shall have reimbursed all Buyer Group Members for the full amount of such Loss and Expense for which such Seller is responsible in accordance with this Article VII.

7.2. Indemnification by Buyer. (a) Buyer agrees to indemnify and hold harmless each Seller from and against any and all Losses and Expenses incurred by such Seller in connection with or arising from:

(i) any breach or failure to perform, or alleged breach or failure to perform, by Buyer of any of its agreements, covenants or obligations in this Agreement or in any Buyer Ancillary Agreement; or

(ii) any breach, or alleged breach, of any warranty or the inaccuracy, or alleged inaccuracy of any representation of Buyer contained or referred to in this Agreement or in any certificate delivered by or on behalf of Buyer pursuant hereto;

provided, however, that Buyer shall be required to indemnify and hold harmless the Sellers under clause (ii) of this Section 7.2(a) only if Losses and Expenses thereunder exceed \$_____ in the aggregate, but if such Losses and Expenses exceed such amount Buyer shall, subject to the next proviso, be required to indemnify and hold harmless the Sellers for the entire amount of such Losses and Expenses without deduction; and provided, further, that the maximum aggregate amount that Buyer shall be required to indemnify and hold harmless the Sellers under clause (ii) of this Section 7.2(a) with respect to Losses and Expenses incurred by the Sellers shall be limited to the Purchase Price.

(b) The indemnification provided for in this Section 7.2 shall terminate two years after the Closing Date (and no claims shall be made by the Sellers under this Section 7.2 thereafter), except that the indemnification by Buyer shall continue as to:

(i) the covenants of Buyer set forth in Sections 6.2 and 8.2, as to all of which no time limitation shall apply; and

(ii) any Loss or Expense of which the Sellers have notified Buyer in accordance with the requirements of Section 7.3 on or prior to the date such indemnification would otherwise terminate in accordance with this Section 7.2, as to which the obligation of Buyer shall continue until the liability of Buyer shall have been determined pursuant to this Article VII, and Buyer shall have reimbursed the Sellers for the full amount of such Losses and Expenses in accordance with this Article VII.

7.3. Notice and Determination of Claims. (a) If any Buyer Group Member or any Seller believes that it has suffered or incurred any Loss or incurred any Expense, such Buyer Group Member or Seller (the "Indemnified Person"), shall so notify the party or parties required to provide indemnification to such Indemnified Person (the "Indemnitors") promptly in writing describing such Loss or Expense, the amount thereof, if known, and the method of computation of such Loss or Expense, all with reasonable particularity and containing a reference to the provisions of this Agreement, any certificate delivered pursuant hereto or any Buyer Ancillary Agreement, Company Ancillary Agreement or Seller Ancillary Agreement in respect of which such Loss or Expense shall have occurred ("Claim Notice"); provided, however, that the omission by the Indemnified Person to give notice as provided herein shall not relieve the Indemnitors of their indemnification obligation under this Article VII except to the extent that such omission results in a failure of actual notice to the Indemnitors and such Indemnitors are materially damaged as a result of such failure to give notice. If any action at law or suit in equity is instituted by or against a third party with respect to which any Indemnified Person intends to claim any liability or expense as Loss or Expense under this Article VII, such Indemnified Person shall promptly notify the Indemnitors of such action or suit as specified in this Section 7.3.

(b) After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which an Indemnified Person shall be entitled under this Article VII shall be determined: (i) by the written agreement between the Indemnified Person and the Indemnitors; (ii) by a final judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the Indemnified Person and the Indemnitors shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined. The Indemnified Person shall have the burden of proof in establishing the amount of Loss and Expense suffered by it.

7.4. Third Person Claims. The Indemnified Person shall have the right to conduct and control, through counsel of its choosing, the defense, compromise or settlement of

any third Person claim, action or suit against such Indemnified Person as to which indemnification will be sought by any Indemnified Person from the Indemnitors hereunder, and in any such case the Indemnitors shall cooperate in connection therewith and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnified Person in connection therewith; provided, that the Indemnitors may participate, through counsel chosen by them and at their own expense, in the defense of any such claim, action or suit as to which the Indemnified Person has so elected to conduct and control the defenses thereof; and provided, further, that the Indemnified Person shall not, without the written consent of the Indemnitors (which written consent shall not be unreasonably withheld), pay, compromise or settle any such claim, action or suit, except that no such consent shall be required if, following a written request from the Indemnified Person, the Indemnitors shall fail, within 14 days after the making of such request, to acknowledge and agree in writing that, if such claim, action or suit shall be adversely determined, the Indemnitors have an obligation to provide indemnification hereunder to such Indemnified Person. Notwithstanding the foregoing, the Indemnified Person shall have the right to pay, settle or compromise any such claim, action or suit without such consent; provided, that in such event the Indemnified Person shall waive any right to indemnity therefor hereunder unless such consent is unreasonably withheld.

7.5. Indemnification Payments on After-Tax Basis. Any indemnification payment hereunder with respect to any Loss or Expense shall be an amount which is sufficient to compensate the indemnified party for the amount of such Loss or Expense, after taking into account all increases in federal, state, local, foreign or other Taxes payable by the indemnified party as a result of the receipt of such payment (by reason of such payment being included in income, resulting in a reduction of tax basis, or otherwise increasing such Taxes payable by the indemnified party at any time).

ARTICLE VIII

GENERAL PROVISIONS

8.1. Survival of Obligations. All representations, warranties, covenants and obligations contained in this Agreement shall survive the consummation of the transactions contemplated by this Agreement; provided, however, that, except as otherwise provided in Article VII, the representations and warranties contained in Articles IV and V shall terminate on the second anniversary of the Closing Date.

8.2. Confidential Nature of Information. Each party agrees that it will treat in confidence all documents, materials and other information which it shall have obtained regarding the other parties during the course of the negotiations leading to the consummation of the transactions contemplated hereby; provided, however, that Buyer and the Company may use or disclose any confidential information related to the Company or its assets or business. The

obligation of each party to treat such documents, materials and other information in confidence shall not apply to any information which (i) is or becomes available to such party from a source other than such party, (ii) is or becomes available to the public other than as a result of disclosure by such party or its agents, (iii) is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed, or (iv) such party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby.

8.3. No Public Announcement. No party hereto shall, without the approval of all of the other parties, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by law or the rules of any stock exchange, in which case such party shall so advise the other parties and all parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued; provided that the foregoing shall not preclude communications or disclosures necessary to implement the provisions of this Agreement or to comply with accounting and SEC disclosure obligations.

8.4. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (i) when delivered personally, (ii) if transmitted by facsimile, when confirmation of transmission is received, or (iii) if sent by registered or certified mail, return receipt requested, or by private courier, when received; and shall be addressed as follows:

If to Buyer, to:

Buyer Corporation
Buyer Corporation Address
Attention:
FAX:

with a copy to:

If to the Sellers, to:

Sellers
Sellers' Addresses

with a copy to:

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

8.5. Successors and Assigns. Following the Closing Date, any party may assign any of its rights hereunder, but no such assignment shall relieve it of its obligations hereunder.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. The successors and permitted assigns hereunder shall include without limitation, in the case of Buyer, any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, liquidation (including successive mergers or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties and successors and assigns permitted by this Section 8.5 any right, remedy or claim under or by reason of this Agreement.

8.6. Entire Agreement; Amendments. This Agreement and the Exhibits and Schedules referred to herein and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the parties hereto, including without limitation the Confidentiality Agreement. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by each of the parties hereto.

8.7. Interpretation. Titles to articles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

8.8. Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

8.9. Fees and Expenses. Each of the parties hereto shall bear its own costs and expenses (including, without limitation, fees and disbursements of its counsel, accountants and other financial, legal, accounting or other advisors) and any expenses incurred by it in connection with the preparation, negotiation, execution, delivery and performance of this Agreement and each of the other documents and instruments executed in connection with or contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby ("Acquisition Expenses"); provided, however, that the Acquisition Expenses of the Sellers and the Company shall be borne entirely by the Sellers and on the Closing Date the Sellers shall reimburse the Company for any Acquisition Expenses paid for by the Company prior to the Closing Date.

8.10. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

8.11. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties.

8.12. Further Assurances. From time to time following the Closing, the Sellers shall execute and deliver, or cause to be executed and delivered, to the Company such other bills of sale, deeds, endorsements, assignments and other instruments of conveyance and transfer as Buyer or the Company may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, the Company or Buyer and put the Company in possession of, any part of the assets or properties of the Company not in its possession on the Closing Date.

8.13. Access to Records After Closing Date. For a period of six years after the Closing Date, Buyer, the Company and their respective representatives shall have reasonable access to all of the books and records relating to the Company or its assets or business which any of the Sellers or their Affiliates may retain after the Closing Date. Such access shall be afforded by the Sellers and their Affiliates upon receipt of reasonable advance notice and during normal business hours. Buyer or the Company, as the case may be, shall be solely responsible for any costs and expenses incurred by it pursuant to this Section 8.13. If any of the Sellers or any of their Affiliates shall desire to dispose of any of such books and records prior to the expiration of such three-year period, such Seller shall, prior to such disposition, give Buyer and the Company a reasonable opportunity, at Buyer's or the Company's expense, to segregate and remove such books and records as Buyer or the Company may select.

8.14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

BUYER CORPORATION

By: _____
Name:
Title:

ABC COMPANY LLC

By: _____
Name:
Title:

Seller A

Seller B

Seller C

Seller D