ASSET PURCHASE AGREEMENT

by and among

NORFIELD DATA PRODUCTS, INC.,
as SELLER

HASMUKH PARIKH,
RICHARD MILLER,
ROBERT RICHARDS,
as SHAREHOLDERS

and

NORFIELD DEVELOPMENT PARTNERS, LLC,
as BUYER

Dated ~~January~~ February __, 2014

ARTICLE I - PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES.....1
1.1. PURCHASE.....1
1.2. RETAINED ASSETS. 4
1.3. ASSUMED LIABILITIES. 4
1.4. RETAINED LIABILITIES.....4
1.5. PAYMENT OF RETAINED LIABILITIES BY SELLER. 5
ARTICLE II - CONSIDERATION; CLOSING 5
2.1. PURCHASE PRICE. 5
2.2. ALLOCATION OF PURCHASE PRICE.....5
2.3. CLOSING. 5
2.4. CLOSING DELIVERIES OF SELLER. 6
2.5. CLOSING DELIVERIES OF BUYER.....7
ARTICLE III - REPRESENTATIONS AND WARRANTIES OF SELLER AND SHAREHOLDERS 8
3.1. ORGANIZATION AND GOOD STANDING. 8
3.2. ENFORCEABILITY, AUTHORITY, NO CONFLICT. 8
3.3. CAPITALIZATION.....10
3.4. BOOKS AND RECORDS.....10
3.5. SUFFICIENCY OF ASSETS. 10
3.6. INTERESTS IN REAL PROPERTY. 10
3.7. TITLE TO ASSETS; ENCUMBRANCES. 12
3.8. TANGIBLE PROPERTIES; TITLE AND SUFFICIENCY OF ASSETS. 12
3.9. ACCOUNTS RECEIVABLE. 13
3.10. INVENTORY 13
3.11. NO UNDISCLOSED LIABILITIES.....13
3.12. TAXES.....13
3.13. NO MATERIAL ADVERSE CHANGE.....14
3.14. EMPLOYEE BENEFITS.....14
3.15. COMPLIANCE WITH LAWS; PERMITS. 14
3.16. LEGAL PROCEEDINGS; ORDERS.....15
3.17. ABSENCE OF CERTAIN CHANGES AND EVENTS.....16
3.18. CONTRACTS; NO DEFAULTS.....17

3.19. INSURANCE. 18
3.20. ENVIRONMENTAL MATTERS. 19
3.21. EMPLOYEES. 20
3.22. LABOR DISPUTES; COMPLIANCE. 21
3.23. INTANGIBLE RIGHTS. 21
3.24. BROKERS OR FINDERS. 22
3.25. COMPUTER SYSTEMS. 22
3.26. DISCLOSURE. 23
ARTICLE IV - REPRESENTATIONS AND WARRANTIES OF BUYER 23
4.1. ORGANIZATION AND GOOD STANDING. 23
4.2. AUTHORITY; NO CONFLICT. 23
4.3. CERTAIN PROCEEDINGS. 24
4.4. BROKERS OR FINDERS. 24
ARTICLE V - EMPLOYEE MATTERS 24
5.1. EMPLOYMENT OF EMPLOYEES. 24
5.2. SALARIES AND BENEFITS. 24
5.3. TAX DEPOSITS AND RETURNS. 25
5.4. SELLER'S RETIREMENT AND SAVINGS PLANS. 25
5.5. NO TRANSFER OF ASSETS. 25
5.6. GENERAL EMPLOYEE PROVISIONS. 25
ARTICLE VI - CONFIDENTIALITY; NON-COMPETITION; NON-DISPARAGEMENT 26
6.1. CONFIDENTIALITY. 26
6.2. NON-COMPETITION/NON-INTERFERENCE. 27
6.3. NON-DISPARAGEMENT. 28
ARTICLE VII - SURVIVAL; INDEMNIFICATION 28
7.1. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. 28
7.2. EFFECT OF INVESTIGATION, KNOWLEDGE, OR WAIVER OF CONDITION. 28
7.3. INDEMNIFICATION OF BUYER. 28
7.4. LIMITATIONS ON INDEMNIFICATION OF BUYER. 29
7.5. INDEMNIFICATION OF SELLER AND SHAREHOLDERS. 30
7.6. LIMITATIONS ON INDEMNIFICATION OF SELLER. 30

7.7. THIRD-PARTY CLAIMS. 30
7.8. OTHER CLAIMS. 32
7.9. INDEMNIFICATION IN THE CASE OF STRICT LIABILITY OR INDEMNITEE NEGLIGENCE. 32
7.10. MITIGATION. 32
7.11. TAX TREATMENT OF INDEMNITY PAYMENTS. 33
7.12. EXCLUSIVE REMEDY. 33
ARTICLE VIII - ADDITIONAL COVENANTS 34
8.1. COOPERATION AND PROCEEDINGS; ACCESS TO RECORDS. 34
8.2. CUSTOMER AND OTHER BUSINESS RELATIONSHIPS. 34
8.3. FURTHER ASSURANCES. 34
8.4. JOINT AND SEVERAL LIABILITY OF SELLER AND SHAREHOLDERS. 35
ARTICLE IX - GENERAL PROVISIONS 35
9.1. DISPUTE RESOLUTION. 35
9.2. GOVERNING LAW; JURISDICTION. 36
9.3. ENFORCEMENT OF AGREEMENT. 36
9.4. NOTICES. 37
9.5. WAIVER. 38
9.6. ENTIRE AGREEMENT; MODIFICATION. 39
9.7. ASSIGNMENT, SUCCESSORS AND NO THIRD-PARTIES. 39
9.8. SEVERABILITY. 39
9.9. EXECUTION OF AGREEMENT 39
9.10. cONSTRUCTION. 39
ARTICLE X - DEFINITIONS 40

EXHIBITS:

Exhibit 2.2	Allocation of Purchase Price
Exhibit 2.4(a)(i)	Bill of Sale and Assignment of Contract Rights
Exhibit 2.4(a)(iii)	Assignment of Intangible Rights
Exhibit 2.4(a)(iv)	Assignment and Assumption Agreement
Exhibit 2.4(b)	Shareholder Employment Agreement
Exhibit 2.4(c)	Minority Shareholder Restrictive Covenant Agreements
Exhibit 2.4(f)	Seller's Secretary's Certificate
Exhibit 2.5(d)	Buyer's Secretary's Certificate

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of ~~_____~~February__, 2014, by and among Norfield Data Products, Inc., a Connecticut corporation ("Seller"), Hasmukh Parikh, an individual resident of Connecticut (the "Primary Shareholder"), Richard Miller, an individual resident of Connecticut, Robert Richards, an individual resident of Connecticut (each a "Minority Shareholder" and together with the Primary Shareholder, the "Shareholders"), and Norfield Development Partners, LLC, a Delaware limited liability company ("Buyer"). Seller, Buyer and Shareholders are sometimes referred to collectively as the "Parties" or individually as a "Party." Certain capitalized terms used in this Agreement, and not otherwise defined herein, shall have the meanings set forth in Article X.

RECITALS

WHEREAS, Seller is engaged in the business of developing, designing and customizing computer software, hardware products and supply services to the Utility Underground Damage Prevention ("One Call") industry (the "Business");

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets of Seller, for the consideration and upon the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants set forth herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE I - PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1. PURCHASE.

(a) Upon the terms and subject to the conditions contained in this Agreement, except as provided in Section 1.2 below, at Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of all Encumbrances other those Encumbrances identified on Schedule 3.7, all of the tangible and the intangible assets of Seller wherever located (the "Purchased Assets"). The Purchased Assets include, but are not limited to, the following assets:

(i) *Reserved.*

(ii) *Inventory.* All inventories including raw material, work-in-process and finished goods inventories existing as of Closing (wherever located and regardless of accounting method of recording inventory items by Seller), inventories held by customers on a consignment basis, spare parts and all other materials and supplies (the "Inventory");

(iii) *Prepaid Expenses.* All rights with respect to any payments made by Seller prior to the Closing for items which will not be recognized and accounted for as an expense of the Business until after Closing, or which will otherwise not benefit the Business until after Closing (other than payments for insurance coverage), including all claims for refunds and rights of offset relating thereto (the "Prepaid Expenses");

(iv) *Deposits.* All deposits with vendors and other third parties (including all utility deposits and security deposits with lessors) and all claims for refunds and rights of offset relating thereto (the "Deposits");

(v) *Machinery and Equipment.* All motor vehicles, trailers, machinery, equipment, tools, jigs, dies, molds, accessories, maintenance equipment, instruments, computer hardware, telephone systems, office equipment and furniture (including all artwork), and other items of tangible personal property (other than Inventory) owned by Seller (wherever located) including, without limitation, the items described on Schedule 1.1(a)(v)(i) (the "Machinery and Equipment"), and all leases of Machinery and Equipment listed in Schedule 1.1(a)(v)(ii);

(vi) *Records.* All data and records (whether in electronic form or otherwise) relating to the Business or Seller's operations, including all customer and supplier lists, customer files and records, pricing and cost information, purchase and sale records, engineering records, sales and promotional materials, property records, personnel records of employees, copies of 2013 payroll records and access to all payroll records prior to 2013, financial and accounting records, environmental records, compliance records, parts lists, manuals, patterns, plans, blueprints and drawings, and all manuals and service and maintenance records pertaining to the Machinery and Equipment (the "Records");

(vii) *Assumed Contracts.* All rights, title and interest in, to and under: (i) the Contracts identified on Schedule 1.1(a)(vii), and (ii) any Contract which is not required to be listed on Schedule 3.18(a), or any supplement thereto, but was entered into in the ordinary course of the operation of the Business (collectively, the "Assumed Contracts");

(viii) *Intellectual Property.* All right, title, and interests to all intellectual property rights of Seller, which shall include all (i) patents, patent applications and invention disclosures, together with all reissues, divisionals, substitutions, continuations, continuations-in-part, extensions, or re-examinations thereof, as applicable; (ii) trademarks, service marks, trade names, trade dress, logos, and domain names, and all goodwill associated therewith, together with all applications and registrations in connection therewith; (iii) copyrights, and all applications and registrations in connection therewith; (iv) proprietary or

confidential inventions, know-how, trade secrets and business information (including proprietary or confidential research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, methods, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals); and (v) rights in computer software (including rights in data, databases, and related documentation) (the "Intellectual Property Assets"), all of which shall be set forth on Schedule 1.1(a)(viii).

(ix) *Claims.* All claims and causes of action against third parties (whether choate or inchoate, known or unknown, contingent or fixed) including express or implied warranty and product liability claims against manufacturers, equipment suppliers and vendors, and breach of contract or other claims resulting from breaches or defaults under any of the Assumed Contracts prior to Closing;

(x) *Insurance Benefits.* All benefits, and all rights to claim benefits, in, to, and under any current or former policy of insurance maintained by Seller, or any predecessor of Seller, insuring or covering the Purchased Assets, the Business or the Assumed Liabilities;

(xi) P*ermits and Licenses.* All governmental permits, licenses, franchises, consents and authorizations which are necessary or required for the operation of the Business as currently conducted, to the extent transferable or assignable to Buyer (collectively, the "Permits");

(xii) *Telephone Numbers and Listings.* Interest in and to all telephone, cell phone and facsimile numbers, email listings, internet protocol and physical addresses, post office boxes, all of which are specifically identified on Schedule 1.1(a)(xii), and all listings in all telephone books and directories, web sites, stationery, forms, labels, shipping materials, catalogs, brochures, art work, photographs and advertising and promotional materials; and

(xiii) *Goodwill.* All goodwill and going concern value relating to the Business that is owned by Seller.

(b) Upon the terms and subject to the conditions contained in this Agreement, Shareholders shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase and acquire from Shareholders, free and clear of all Encumbrances, all goodwill and going concern value relating to the Business which is owned by or related to Shareholders. For purposes of this Agreement, such assets shall be included in the term "Purchased Assets."

(c) Notwithstanding the foregoing, the transfer and sale of the Purchased Assets pursuant to this Agreement shall not include the assumption by Buyer of any Liability related to the Purchased Assets unless Buyer expressly assumes such liability pursuant to Section 1.3.

1.2. RETAINED ASSETS.

Notwithstanding the provisions of Section 1.1, the Purchased Assets shall not include the following assets of Seller (collectively, the "Retained Assets"): (a) all claims for refunds of taxes and other governmental charges of whatever nature for periods prior to Closing; (b) rights under any Contract which is not included in the Assumed Contracts; (c) all rights in connection with, and assets of, any Employee Plan maintained by Seller prior to Closing (except to the extent such Plan is continued by the Buyer); (d) minute books, stock records and tax returns of Seller and other similar corporate books and records originals of which Seller is required to maintain under applicable Laws (provided copies of such documents are included among the Purchased Assets); (e) any shares of Seller's capital stock held in treasury; (f) rights of Seller in any pending litigation involving the Retained Assets or the Retained Liabilities; (g) rights of Seller arising under this Agreement; (h) all personnel Records and other Records that Seller is required by law to retain in its possession; (i) all insurance policies and all casualty, property and other insurance proceeds relating to any Retained Asset; (j) all cash, cash equivalents and short-term investments of Seller; and (k) the assets of Seller, including Accounts Receivable, identified on Schedule 1.2.

1.3. ASSUMED LIABILITIES.

As part of its obligations under this Agreement, at Closing, Buyer shall assume and agree to pay, perform and discharge, as and when they become due, only the following Liabilities of Seller (the "Assumed Liabilities"):

(a) *Liabilities under Assumed Contracts*. The Liabilities of Seller arising after Closing under the Assumed Contracts (other than warranty obligations addressed in Section 1.3(c) below and any liability arising out of, or relating to, a breach of an Assumed Contract that occurred prior to Closing), including performance obligations after Closing under all open purchase and sales orders entered into by Seller in the ordinary course of business consistent with past practice, including all trade payables, but only to the extent: (i) accrued and relating solely to the period after Closing; and (ii) Seller takes all reasonable steps to ensure Buyer receives the benefits of such Assumed Contracts, even in the absence of any third party consents required prior to the assignment thereof.

(b) *Certain Warranty Obligations to Customers.* The Liabilities of Seller to its customers under warranty agreements in the forms disclosed or otherwise detailed in Schedule 1.3(c) given to customers in the ordinary course of business prior to Closing (other than any Liability arising out of or relating to a breach that occurred prior to Closing).

1.4. RETAINED LIABILITIES.

Except as specifically provided in Section 1.3 above, Buyer is not assuming, and shall not be liable for, any Liabilities of Seller or any Liabilities relating to the Business or the

Purchased Assets, whether such Liabilities are known or unknown, fixed, matured or contingent (collectively, the "Retained Liabilities").

1.5. PAYMENT OF RETAINED LIABILITIES BY SELLER.

Seller shall pay, or make adequate provision for the payment, in full of its Retained Liabilities (including any Tax resulting from or payable in connection with the sale of the Purchased Assets pursuant to this Agreement), regardless of the Person on whom such Tax is imposed by Law.

ARTICLE II - CONSIDERATION; CLOSING

2.1. PURCHASE PRICE.

(a) In addition to the assumption of the Assumed Liabilities, at Closing the Buyer shall pay to Seller in immediately available funds an amount equal to the sum of Four Million Dollars ($4,000,000) (the "Base Purchase Price"), as adjusted pursuant to Section 2.1(b). The "Purchase Price", shall be the Base Purchase Price, as adjusted pursuant to Section 2.1(b).

(b) If the Credits (as defined herein) exceed the Unearned Fees (as defined herein), the Base Purchase Price shall be increased by the difference, and if the Unearned Fees exceed the Credits, the Base Purchase Price shall be decreased by the difference. For purposes of this Section 2.1(b),

(i) the term "Credits" shall mean the aggregate value of Prepaid Expenses and Deposits, each of which are detailed on Schedule 2.1(b)(i); and

(ii) the term "Unearned Fees" shall mean the value of payments received by the Seller prior to the Closing Date which relate to performance of services required under the Assumed Contracts for the Closing Date and periods thereafter, as set forth on Schedule 2.1(b)(ii).

2.2. ALLOCATION OF PURCHASE PRICE.

The Purchase Price (and all other capitalized costs) shall be allocated among the Purchased Assets in accordance with Tax Code Section 1060 and the regulations thereunder (and any similar provision of state or local law as appropriate) as set forth on Exhibit 2.2 attached hereto, and the Parties shall report and file Tax Returns (including, but not limited to Internal Revenue Service Form 8594) in all respects and for all purposes consistent with such allocation. Neither Seller, Shareholders, nor Buyer shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable law.

2.3. CLOSING.

Unless otherwise agreed by the Parties, the purchase and sale of the Purchased Assets ("Closing") will take place electronically commencing at 10:00 a.m. Eastern time on January __,

2014 (the "Closing Date"). Closing shall be deemed to be effective as of 11:59 p.m. Eastern time on the Closing Date (the "Effective Time").

2.4. CLOSING DELIVERIES OF SELLER.

At Closing, Seller or Shareholders shall deliver, or cause to be delivered, to Buyer, the following:

(a) *Transfer Documents.* The following transfer documents, together (where applicable) with funds sufficient to pay all Taxes and filing fees necessary for the transfer, filing or recording thereof:

(i) *Bill of Sale and Assignment of Contract Rights.* A duly executed Bill of Sale and Assignment of Contract Rights, in the form attached hereto as Exhibit 2.4(a)(i) or otherwise in form and substance mutually satisfactory to Buyer and its counsel, on the one hand, and Seller and its counsel, on the other hand, for all owned tangible personal property that is included among the Purchased Assets;

(ii) *Certificates of Title.* A duly executed and completed certificate of title with respect to each motor vehicle or other titled asset included among the Purchased Assets;

(iii) *Assignment of Intangible Rights*. An Assignment of the Intellectual Property in the form attached hereto as Exhibit 2.4(a)(iii).

(iv) *Assignment and Assumption Agreement.* An Assignment and Assumption, in the form attached hereto as Exhibit 2.4(a)(iv), which shall include the Buyer's undertaking and assumption of the Assumed Liabilities (the "Assignment and Assumption Agreement"); and

(v) *Other Transfer Documents.* Such other documents of transfer which are necessary or appropriate, in the opinion of counsel for Buyer, to transfer and assign any of the Purchased Assets and Assumed Liabilities to Buyer, in each case in form and substance satisfactory to Buyer and its counsel, on the one hand, and Seller and its counsel, on the other hand.

(b) *Shareholder Employment Agreement.* An employment and non-competition agreement executed by the Primary Shareholder (the "Employment Agreement"), in the form attached hereto as Exhibit 2.4(b), which provide in pertinent part that Primary Shareholder commits to remain employed by Buyer, subject to Buyer's needs, as more specifically set forth therein;

(c) *Shareholder Restrictive Covenant Agreements*. A restrictive covenant agreement executed by each Minority Shareholder in the form attached hereto as Exhibit 2.4(c), which make representations regarding competition, confidentiality, and solicitation of the Business (the "Restrictive Covenant Agreements";

(d) *Evidence of Name Change*. Evidence of Seller's name change to a name sufficiently dissimilar to "Norfield Data Products," as approved by Buyer;

(e) *Records.* All Records, provided that to the extent the Records must be severed from Seller's other files, records, documents and instruments, Seller will use its best efforts to so sever those Records and deliver them to Buyer as soon as practicable following Closing;

(f) *Secretary's Certificate.* Certificate, in the form attached hereto as Exhibit 2.4(f), dated as of the Closing Date and duly executed by the Secretary of Seller certifying that (i) attached thereto is a true and accurate copy of the articles of incorporation of such Seller, certified by the Connecticut Secretary of State, (ii) attached thereto is a copy of a Certificate of Good Standing issued by the Connecticut Secretary of State no earlier than ten (10) days prior to Closing, (iii) attached thereto is a true and accurate copy of the Bylaws of Seller, (iv) attached thereto is a true and accurate copy of the resolutions of the Board of Directors of Seller and Shareholders authorizing the Seller to enter to enter into and perform this Agreement and the transactions contemplated hereunder and authorizing execution of this Agreement and each other agreement contemplated hereunder by each Person signing on behalf of the Seller and further certifying that such resolution and such authority have not been amended, modified, revoked or rescinded and are in full force and effect at Closing, and (v) set forth therein are the names of the individuals who are the duly elected officers of Seller who have been duly authorized by the board of directors of such Seller and Shareholders to execute and deliver this Agreement on behalf of such Seller and certifying the signatures of such officers;

(g) *Lien Terminations.* Evidence of terminations of all security interests in, and releases of all Encumbrances on, the Purchased Assets, including, but not limited to, termination of all Uniform Commercial Code ("UCC") Financing Statements with respect to the Purchased Assets, or in the absence of thereof, evidence satisfactory to Buyer that terminations of such liens will be initiated contemporaneous with Closing; and

(h) *Other Documents and Instruments.* Copies of each consent, waiver, authorization and approval set forth on Schedule 3.2(c) hereto, and any such other documents or instruments reasonably requested by Buyer.

2.5. CLOSING DELIVERIES OF BUYER.

At the Closing, Buyer shall deliver, or cause to be delivered, to Seller or Shareholders, as applicable:

(a) *Purchase Price.* A wire transfer of immediately available funds to an account specified by Seller, in respect to the Purchase Price;

(b) *Employment Agreement.* The Employment Agreement duly executed by Buyer;

(c) *Restrictive Covenant Agreements*. The Restrictive Covenant Agreements duly executed by the Buyer;

(d) *Assignment and Assumption Agreement.* The Assignment and Assumption Agreement duly executed by Buyer;

(e) *Secretary's Certificate.* A certificate, in the form attached hereto as Exhibit 2.5(d), dated as of the Closing Date and duly executed by the Secretary of Buyer certifying that (i) attached thereto is a true and accurate copy of the articles of organization of Buyer, certified by the Delaware Secretary of State, (ii) attached thereto is a copy of a Certificate of Existence issued by the Delaware Secretary of State, (iii) attached thereto is a true and accurate copy of the Operating Agreement of Buyer, (iv) attached thereto is a true and accurate copy of the resolutions of the Board of Managers of Buyer, authorizing Buyer to enter into and perform this Agreement and the transactions contemplated hereunder and authorizing execution of this Agreement and each other agreement contemplated hereunder by each Person signing on behalf of the Buyer and further certifying that such resolution and such authority have not been amended, modified, revoked or rescinded and are in full force and effect at Closing, and (v) set forth therein are the names of the individuals who are the duly elected officers of Buyer who have been duly authorized to execute and deliver this Agreement on behalf of Buyer and certifying the signatures of such officers; and

(f) *Other Documents and Instruments.* Such other documents or instruments reasonably requested by Seller.

ARTICLE III - REPRESENTATIONS AND WARRANTIES OF SELLER AND SHAREHOLDERS

As a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby, Seller and Shareholders represent and warrant, jointly and severally, to Buyer as follows:

3.1. ORGANIZATION AND GOOD STANDING.

(a) Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Connecticut, with full corporate power and authority to conduct the Business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under the Assumed Contracts. Seller is duly qualified or licensed to do business as a foreign corporation and is in good standing under the Laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or the nature of the activities conducted by it, requires such qualification. Schedule 3.1(a) contains a complete and accurate list of any jurisdictions in which Seller is qualified to do business as a foreign corporation.

(b) Complete and accurate copies of the articles of incorporation and bylaws of Seller, as currently in effect, are attached to the Secretary's Certificates provided under Section 2.5(e).

(c) Seller has no subsidiaries and do not own any shares of capital stock or other securities of any other Person.

3.2. ENFORCEABILITY, AUTHORITY, NO CONFLICT.

(a) This Agreement constitutes the legal, valid and binding obligation of Seller and Shareholders, enforceable against each of them in accordance with its terms. Upon the execution and delivery by Seller and Shareholders of the agreements contemplated hereunder, such agreements will constitute the legal, valid and binding obligation of each of Seller and Shareholders, enforceable against each of them in accordance with its terms. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and any other agreements contemplated hereby to which it is a party and to perform its obligations under this Agreement and any other agreements contemplated hereby, and such action has been duly authorized by all necessary action by Shareholders and by Seller's board of directors. Each Shareholder has all necessary legal capacity to enter into this Agreement and any other agreements contemplated hereby to which such Shareholder is a party and to perform it respective obligations hereunder and thereunder.

(b) Except as set forth in Schedule 3.2(b), neither the execution and delivery of this Agreement by Seller or Shareholders nor the consummation or performance of any of the transactions contemplated to be performed by such Party hereby will, directly or indirectly (with or without notice or lapse of time):

(i) breach any provision of any of the articles of incorporation or bylaws of Seller or any resolution adopted by the board of directors of Seller or by Shareholders;

(ii) breach or give any Governmental Body or other Person the right to challenge this Agreement or any transaction contemplated hereby or to exercise any remedy or obtain any relief under any Law or any Order to which Seller or Shareholders, or any of the Purchased Assets, may be subject and in effect as of the Closing Date;

(iii) contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Permits held by Seller or that otherwise relate to the Purchased Assets or to the Business;

(iv) cause Buyer to become subject to, or to become liable for the payment of, any Tax;

(v) breach any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any Assumed Contract;

(vi) result in the imposition or creation of any Encumbrance upon or with respect to any of the Purchased Assets; and

(vii) result in Shareholders waiving the right to exercise dissenters' appraisal rights.

(c) Except as set forth in Schedule 3.2(c), neither Seller nor Shareholders are required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement, the consummation or performance of any transaction contemplated hereby or the assignment to Buyer of the Assumed Contracts.

3.3. SHARES AND SHAREHOLDERS.

There are a total of 420 outstanding shares of stock of the Seller, all of which are owned by the Shareholders as follows: (a) Hasmukh Parikh – 336 shares; (b) Robert Richards – 42 shares, and (c) Richard Miller – 42 shares. Shareholders are the record and beneficial owner and holder of the aforesaid shares owned by them, free and clear of all Encumbrances. There are no Contracts relating to the issuance, sale or transfer of any equity securities or other securities of Seller.

3.4. BOOKS AND RECORDS.

The books of account and other financial records of Seller, all of which have been made available to Buyer, are complete and correct and represent actual, bona fide transactions and have been maintained in accordance with sound business practices, including the maintenance of an adequate system of internal controls.

3.5. SUFFICIENCY OF ASSETS.

Except as set forth in Schedule 3.5, the Purchased Assets: (a) constitute all of the assets, tangible and intangible, of any nature whatsoever, necessary to operate the Business in the manner presently operated by Seller; and (b) include all of the operating assets of Seller. The Purchased Assets include those assets formerly owned by Cosmic Computers Inc., a sister company of Seller due to common ownership, which were transferred to Seller prior to Closing and thus are included as Purchased Assets to be conveyed by Seller to Buyer as contemplated herein.

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3.6. INTERESTS IN REAL PROPERTY.

(a) The Purchased Entity does not own nor has ever owned any real property.

(b) Schedule 3.6(b) contains a list of all leases, licenses or similar agreements relating to the Seller or the Business (the "Leases"), true and correct copies of which have previously been furnished to Buyer, in each case setting forth (i) the lessor and lessee thereof and the commencement date, term, renewal rights and use under each of the Leases, and (ii) the legal description and street addresses of the leased premises covered thereby or any interest therein (including without limitation any option or other right or obligation to purchase any real property or any interest therein) (the "Leased Premises"). No affiliate of Seller or Shareholders is a party to any Lease. With respect to each of the Leased Premises:

(i) the Leases and all guaranties with respect thereto, are in full force and effect and have not been amended in writing or otherwise, and no party thereto is in default or breach under any such Lease;

(ii) no event has occurred which, with the passage of time or the giving of notice or both, would cause a material breach of or default under any of such Leases;

(iii) neither the Seller nor Shareholders have received written notice of any claimed abatements, offsets, defenses or other bases for relief or adjustment under any of the Leases;

(iv) there are no outstanding options or rights of first refusal or similar rights to purchase any of the Leased Premises or any portion thereof or interest therein;

(v) to the Knowledge of Seller and Shareholders, the buildings and improvements located on each of the Leased Premises lie wholly within the applicable boundary lines of the parcel on which they are located and do not encroach upon the property of, or otherwise conflict with the property rights of, any other Person that would materially affect the Leased Premises, and all other aspects of the Leased Premises (1) are in good operating condition, normal wear and tear excepted, and are safe for their current occupancy and use; (2) are suitable, sufficient and appropriate in all respects for their current and contemplated uses and (3) consist of sufficient land, parking areas, sidewalks, driveways and other improvements to permit the continued use of such facilities in a manner and for the purpose to which they are presently devoted or to which they are contemplated to be devoted;

(vi) each of the Leased Premises abuts on or has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting such Leased Premises, and access to such Leased Premises is provided by a public right-of-way;

(vii) the Leased Premises are supplied with all utilities, including water, gas, telephone, electricity, sanitary and storm sewers adequate to serve such Leased Premises for the applicable Seller's current use thereof;

(viii) to the Knowledge of the Seller and Shareholders, no portion of any Leased Premises lies in any flood plain area (as defined by the U.S. Army Corps of Engineers or otherwise) or includes any wetlands, vegetation or species protected by any Legal Requirements;

(ix) there are no contracts relating to service, management or similar matters which affect any of the Leased Premises and (II) there are no contracts granting to any party or parties (other than a Seller) the right of use or occupancy of the Leased Premises, and (B) there are no parties (other than any Purchased Entity) in possession of any of the Leased Premises;

(x) to the Knowledge of the Seller and the Shareholders, there are no pending or threatened condemnation proceedings, suits or administrative actions relating to any Leased Premises or other matters affecting adversely the current use, occupancy or value thereof;

(xi) no materials have been furnished to any of the Leased Premises or any portion thereof which might give rise to mechanics', materialman's or other Liens against the Leased Premises that may affect the applicable Seller's leasehold interest therein;

(xii) to the Knowledge the Seller and Shareholders, all facilities located on each of the Leased Premises have received all approvals of Governmental Authorities (including licenses and Permits) required in connection with ownership, operation or use thereof and have been operated and maintained in accordance with applicable laws, ordinances, rules and regulations;

(xiii) except as disclosed in Schedule 3.6(b), the consummation of the transactions contemplated hereby does not require the consent of any lessor under any Lease and will not constitute a breach or default under any Lease;

(xiv) the Seller has not assigned, mortgaged, pledged or otherwise encumbered its interest under any Lease;

(xv) the Seller has exercised within the time prescribed in each Lease any option provided therein to extend or renew the term thereof; and

(xvi) in the event that the Leased Premises are subject to any mortgage, deed of trust or other lien which has priority over any Lease held by a Seller, the holder of such lien has entered into a valid, binding and enforceable nondisturbance agreement in favor of the applicable Seller pursuant to which the Lease cannot be extinguished or terminated by reason of any foreclosure or other acquisition of title by such holder.

3.7. TITLE TO ASSETS; ENCUMBRANCES.

Except as set forth on Schedule 3.7, Seller owns good and transferable title to all of the Purchased Assets free and clear of any Encumbrances. Seller warrants to Buyer that, at the time of Closing, all of the Purchased Assets shall be conveyed to Buyer free and clear of all Encumbrances.

3.8. TANGIBLE PROPERTIES; TITLE AND SUFFICIENCY OF ASSETS.

(a) Except as otherwise set forth on Schedule 3.8, the Seller's equipment, furniture, machinery, vehicles, structures, fixtures and other tangible property included in the Facilities (the "Tangible Company Properties"), other than Inventory, is suitable for the purposes for which intended and in good operating condition and repair consistent with normal industry

standards, except for ordinary wear and tear, and are free from defects other than such minor defects as do not interfere with the intended use thereof in the conduct of normal operations. The Tangible Company Properties are free of any structural or engineering defects, and during the past five years there has not been any significant interruption of the Business due to inadequate maintenance or obsolescence of the Tangible Company Properties.

(b) Except as set forth on Schedule 3.8, the Seller has good and marketable title to, and is the lawful owner of, all of the tangible and intangible assets (other than assets identified as leased on Schedule 3.8), free and clear of any and all Liens. Except for assets which are reflected on Schedule 3.8 as leased or licensed, no Person other than the Seller owns any right, title or interest in any asset of the Seller. Except as set forth on Schedule 3.8, no affiliate of a Seller owns, leases or licenses any rights, claims, entitlements or assets used, held for use or reasonably necessary for use in connection with the Business, or conducts any part of the Business. There exists no default under any such lease or license, and no default will occur by reason of the transaction contemplated hereby.

3.9. ACCOUNTS RECEIVABLE.

Schedule 1.2 contains a complete and accurate list of all Accounts Receivable as of a date hereof.

3.10. INVENTORY

All items included in the Inventory consist of a quality and quantity usable and, with respect to finished goods, saleable, in the ordinary course of business of Seller except for obsolete items and items of below-standard quality, all of which have been, or will be, written off or written down to net realizable value on the books and records of Seller as of Closing, as the case may be. Seller is not in possession of any inventory not owned by Seller, including goods already sold. All of the Inventory has been valued at the lower of cost or net realizable value on a last in, first out basis. All of the Inventory has been purchased in the ordinary course of the Business at a cost not exceeding market prices prevailing at the time of purchase. The quantities of each item included in the Inventory (whether raw materials, work-in-process or finished goods) are not excessive but are reasonable in the present circumstances of Seller. All work-in-process Inventory is valued, and will be valued as of Closing.

3.11. NO UNDISCLOSED LIABILITIES.

Except as set forth in Schedule 3.11, Seller has no Liabilities except for current liabilities incurred in the ordinary course of the Business, consistent with past practices.

3.12. TAXES.

(a) *Tax Returns Filed and Taxes Paid.* Seller has filed or caused to be filed on a timely basis all Tax Returns and all reports with respect to Taxes that are or were required to be filed pursuant to applicable Laws. All Tax Returns and reports filed by Seller are true, correct and complete in all material respects. Seller has paid, or made provision for the payment of, all Taxes that have or may have become due for all periods covered by the Tax Returns or otherwise, or

pursuant to any assessment received by Seller. No claim has ever been made or is expected to be made by any Governmental Body in a jurisdiction where Seller does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no Encumbrances on any of the Purchased Assets that arose in connection with any failure (or alleged failure) to pay any Tax, and Seller has no Knowledge of any basis for assertion of any claims attributable to Taxes which, if adversely determined, would result in any such Encumbrance.

(b) *Delivery of Tax Returns and Information Regarding Audits and Potential Audits.* Seller has delivered or made available to Buyer copies of, and Schedule 3.12(b) contains a complete and accurate list of, all federal and state income Tax Returns filed by Seller since January 1, 2010, including the most recently filed federal and state income Tax Returns for the period ending on December 31, 2012 (the "Most Recent Tax Return"). None of such federal and state income Tax Returns of Seller have been audited by the IRS or relevant state tax authorities and none is currently under audit. Seller has no Knowledge that any Governmental Body is likely to assess any additional Taxes for any period for which Tax Returns have been filed. There is no dispute or claim concerning any Taxes of Seller either (i) claimed or raised by any Governmental Body in writing or (ii) as to which Seller has Knowledge.

(c) *Proper Accrual.* The charges, accruals and reserves with respect to Taxes on the Records of Seller are adequate (determined on a federal income tax basis) and are at least equal to Seller's Liabilities for Taxes. Seller has no Knowledge of any proposed tax assessment or deficiency against Seller.

(d) *Withholding*. All Taxes that Seller is or was required by Law to withhold, deduct or collect have been duly withheld, deducted and collected and, to the extent required, have been paid to the proper Governmental Body or other Person.

(e) *Tax Sharing or Similar Agreements*. There is no tax sharing agreement, tax allocation agreement, tax indemnity obligation or similar written or unwritten agreement, arrangement, understanding or practice with respect to Taxes (including any advance pricing agreement, closing agreement or other arrangement relating to Taxes) that will require any payment by Seller.

3.13. NO MATERIAL ADVERSE CHANGE.

Since the date of the Most Recent Tax Return, there has not been any Material Adverse Change, and no event has occurred or circumstance exists that may result in a Material Adverse Change.

3.14. EMPLOYEE BENEFITS.

Schedule 3.14 is a complete and correct list of all "employee benefit plans" as defined by Section 3(3) of ERISA that Seller maintains, contributes to or has any obligation to contribute to, or with respect to which Seller has any Liability (the "Employee Plans").

3.15. COMPLIANCE WITH LAWS; PERMITS.

(a) Except as set forth in Schedule 3.15(a):

(i) Seller is, and at all times has been, in material compliance with each Law that is or was applicable to it or to the conduct or operation of any Facility, the Business or the ownership or use of any of its assets;

(ii) no event has occurred or circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a violation by a Seller of, or a failure on the part of a Seller to materially comply with, any Law, or (B) may give rise to any obligation on the part of a Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature; and

(iii) Seller has not received, at any time, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible or potential violation of, or failure to comply with, any Law or (B) any actual, alleged, possible or potential obligation on the part of a Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(b) Schedule 3.15(b) contains a complete and accurate list of each Permit that is held by the Seller or that otherwise relates to the Business, any Facility or the Purchased Assets. Each Permit listed or required to be listed in Schedule 3.15(b) is valid and in full force and effect. Except as noted in Schedule 3.15(b):

(i) Seller is, and at all times have been, in material compliance with all of the terms and requirements of each Permit, as applicable, identified or required to be identified in Schedule 3.15(b);

(ii) no event has occurred or circumstance exists that may (with or without notice or lapse of time) (A) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any Permit listed or required to be listed in Schedule 3.15(b), or (B) result directly or indirectly in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any Permit listed or required to be listed in Schedule 3.15(b);

(iii) Seller has not received, at any time, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible or potential violation of or failure to comply with any term or requirement of any Permit, or (B) any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination of or modification to any Permit; and

(iv) all applications required to have been filed for the renewal of the Permits listed or required to be listed in Schedule 3.15(b) have been duly filed on a timely basis with the appropriate Governmental Bodies, and all other filings

required to have been made with respect to such Permits have been duly made on a timely basis with the appropriate Governmental Bodies.

The Permits listed in Schedule 3.15(b) collectively constitute all of the Permits necessary to permit Seller to lawfully conduct and operate the Business in the manner in which it currently conducts and operates such Business and to permit Seller to own and use its assets in the manner in which it currently owns and uses such assets.

3.16. LEGAL PROCEEDINGS; ORDERS.

(a) Except as set forth in Schedule 3.16(a), there is no pending or, to Seller's or Shareholder's Knowledge, threatened Proceeding: (i) by or against a Seller or that otherwise relates to or may affect the Business, or any of the assets owned or used by, a Seller; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement. To the Knowledge of Seller and Shareholders, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such Proceeding. Seller has delivered to Buyer copies of all pleadings, correspondence and other documents relating to each Proceeding listed in Schedule 3.16(a). There are no Proceedings listed or required to be listed in Schedule 3.16(a) that could cause a Material Adverse Change.

(b) Except as set forth in Schedule 3.16(b): (i) there is no Order to which Seller, the Business, a Facility or any of the Purchased Assets is subject; and (ii) to the Knowledge of Seller and Shareholders, no officer, director, agent or employee of a Seller is subject to any Order that prohibits such officer, director, agent or employee from engaging in or continuing any conduct, activity or practice relating to the Business.

(c) Except as set forth in Schedule 3.16(c): (i) Seller is, and has been in material compliance with all of the terms and requirements of each Order to which it, a Facility, or any of the Purchased Assets is or has been subject; (ii) no event has occurred or circumstance exists that is reasonably likely to constitute or result in (with or without notice or lapse of time) a violation of or failure to comply with any term or requirement of any Order to which a Seller, a Facility or any of the Purchased Assets is subject; and (iii) neither Seller has received, at any time, any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged, possible or potential violation of, or failure to comply with, any term or requirement of any Order to which such Seller, a Facility, or any of the Purchased Assets is or has been subject.

3.17. ABSENCE OF CERTAIN CHANGES AND EVENTS.

Except as set forth in Schedule 3.17, since the date of the Most Recent Tax Return, Seller has conducted the Business only in the ordinary course and there has not been any:

(a) damage to or destruction or loss of any Purchased Asset or a Facility, whether or not covered by insurance;

(b) entry into, termination of or receipt of notice of termination of (i) any license, distributorship, dealer, sales representative, joint venture, credit or similar Contract to which a Seller is a party, or (ii) any Contract or transaction involving a total remaining commitment by a Seller of at least Five Thousand Dollars ($5,000);

(c) sale (other than sales of Inventory in the ordinary course of the Business), lease or other disposition of any Purchased Asset or a Facility or the creation of any Encumbrance on any Purchased Asset or a Facility;

(d) cancellation or waiver of any claims or rights with a value to a Seller in excess of Five Thousand Dollars ($5,000);

(e) indication by any customer or supplier of an intention to discontinue or change the terms of its relationship with a Seller; or

(f) material change in the accounting methods used by a Seller.

3.18. CONTRACTS; NO DEFAULTS.

(a) Schedule 3.18(a) contains an accurate and complete list of every Contract (other than Warranty Obligations under Section 1.3(b)) to which a Seller is a party, including reasonably complete details concerning any such Contracts that are not in writing, including in such case the parties to the unwritten Contracts and the amount of the remaining commitment of Seller under the Contracts.

(b) Except as set forth in Schedule 3.18(b), none of the Shareholders have or may acquire any rights under, and none of the Shareholders have or may become subject to any Liability under, any Contract that relates to the Business or any of the Purchased Assets.

(c) Except as set forth in Schedule 3.18(c):

(i) each Contract identified or required to be identified in Schedule 3.18(a) and which is to be assigned to or assumed by Buyer under this Agreement is in full force and effect and is valid and enforceable in accordance with its terms; and

(ii) to the Knowledge of Seller and Shareholders, no Contract identified or required to be identified in Schedule 3.18(a) and which is to be assigned to or assumed by Buyer under this Agreement will upon completion or performance thereof cause a Material Adverse Change.

(d) Except as set forth in Schedule 3.18(d):

(i) Seller is, and at all times have been, in material compliance with all applicable terms and requirements of each Assumed Contract which is being assumed by Buyer;

(ii) to the Knowledge of Seller and Shareholders, each other Person that has or had any Liability under any Contract which is being assigned to Buyer is, and at all times has been, in material compliance with all applicable terms and requirements of such Contract;

(iii) to the Knowledge of Seller and Shareholders, no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with or result in a breach of, or give Seller or any other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any Assumed Contract;

(iv) to the Knowledge of Seller, no event has occurred or circumstance exists under or by virtue of any Contract that (with or without notice or lapse of time) would cause the creation of any Encumbrance affecting any of the Purchased Assets; and

(v) Seller has not given to or received from any other Person, at any time, any notice or other communication (whether oral or written) regarding any actual, alleged, possible or potential violation or breach of, or default under, any Contract which is being assigned to or assumed by Buyer.

(e) There are no renegotiations of, attempts to renegotiate or outstanding rights to renegotiate any material amounts paid or payable to Seller under current or completed Contracts with any Person having the contractual or statutory right to demand or require such renegotiation and no such Person has made written demand for such renegotiation.

(f) Each Contract relating to the sale, design, manufacture or provision of products or services by Seller has been entered into in the ordinary course of the Business and has been entered into without the commission of any act alone or in concert with any other Person, or any consideration having been paid or promised, that is or would be in violation of any Law.

3.19. INSURANCE.

(a) Schedule 3.19(a) lists all insurance policies and pending applications for policies of insurance to which Seller is a party or under which Seller or any of its directors is or has been covered at any time within the five years preceding the date of this Agreement, and for each such policy the insured party and carrier.

(b) Schedule 3.19(b) describes: (i) any self-insurance arrangement by or affecting Seller, including any reserves established thereunder; (ii) any Contract or arrangement, other than a policy of insurance, for the transfer or sharing of any risk to which Seller is a party or which involves the Business; and (iii) all obligations of Seller to provide insurance coverage to third parties (i.e., a lease) and identifies the policy under which such coverage is provided.

(c) Schedule 3.19(c) sets forth, by year, for the current policy year and each of the five preceding policy years:

(i) a summary of the loss experience under each policy of insurance;

(ii) a statement describing each claim under a policy of insurance for an amount in excess of One Thousand Dollars ($1,000), which sets forth (A) the name of the claimant, (B) a description of the policy by insurer, type of insurance and period of coverage, and (C) the amount and a brief description of the claim; and

(iii) a statement describing the loss experience for all claims that were self-insured, including the number and aggregate cost of such claims.

(d) Except as set forth in Schedule 3.19(d):

(i) all current policies of insurance to which Seller is a party or that provide coverage to a Seller (A) are valid, outstanding and enforceable, (B) are issued by an insurer that is financially sound and reputable, (C) taken together, provide adequate insurance coverage for the Purchased Assets and the operations of such covered Seller for all risks normally insured against by a Person carrying on similar business as the Seller's in similar locations, and (D) are sufficient for compliance with all Laws and the Contracts;

(ii) Seller has not received (A) any refusal of coverage or any notice that a defense will be afforded with reservation of rights or (B) any notice of cancellation or any other indication that any policy of insurance is no longer in full force or effect or that the issuer of any policy of insurance is not willing or able to perform its obligations thereunder;

(iii) Seller has paid all premiums due, and has otherwise performed all of its obligations, under each policy of insurance to which it is a party or that provides coverage to such Seller; and

(iv) Seller has given notice to the insurers of all claims that may be insured thereby.

3.20. ENVIRONMENTAL MATTERS.

Except as disclosed in Schedule 3.20:

(a) There are no pending or, to the Knowledge of Seller or Shareholders, threatened claims, Encumbrances, or other restrictions of any nature resulting from any Environmental, Health and Safety Liabilities with respect to or affecting any Facility or any other property or asset (whether real, personal or mixed) in which Seller and/or any Shareholder (or any predecessor)

has or had an interest at any property geologically or hydrologically adjoining any Facility or any such other property or asset.

(b) Neither Seller, Shareholders, nor any Person for whose conduct Seller may be held responsible has received, any citation, directive, inquiry, notice, Order, summons, warning or other communication from: (i) any Governmental Body or private citizen acting in the public interest; or (ii) the current or prior owner or operator of any Facility, that relates to Hazardous Activity, Hazardous Materials, or any alleged, actual, or potential violation or failure to comply with any environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to any Facility or property or asset (whether real, personal or mixed) in which Seller and/or any Shareholder has or had an interest, or with respect to any property or facility to which any Hazardous Activity performed by Seller, Shareholders, or any other Person for whose conduct it is or may be held responsible.

(c) There are no Hazardous Materials present on or in the Environment at any Facility or at any geologically or hydrologically adjoining property, including any Hazardous Materials contained in barrels, aboveground or underground storage tanks, landfills, land deposits, dumps, equipment (whether movable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of any Facility or such adjoining property, or incorporated into any structure therein or thereon. Neither Seller, Shareholders, nor any Person for whose conduct it is or may be held responsible, or to the Knowledge of Seller, any other Person, has permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to any Facility or any other property or assets (whether real, personal or mixed) in which Seller has or had an interest except in material compliance with all applicable Environmental Laws.

(d) There has been no Release or Threat of Release, of any Hazardous Materials at or from any Facility or at any other location where any Hazardous Activities occurred, or from any other property or asset (whether real, personal or mixed) in which Seller has or had an interest, or to the Knowledge of Seller any geologically or hydrologically adjoining property, whether by Seller or any other Person.

(e) Seller has delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by Seller pertaining to Hazardous Materials or Hazardous Activities in, on, or under any Facility, or concerning compliance, by Seller or any other Person for whose conduct it is or may be held responsible, with environmental Laws.

(f) To the Knowledge of Seller, there are no, and there never have been, any asbestos-containing materials on or in any of the Purchased Assets or any Facility.

3.21. EMPLOYEES.

(a) Schedule 3.21(a) contains a complete and accurate list of the following information for each current employee, director, independent contractor, consultant and agent of Seller, including each employee on leave of absence or layoff status: name; job title; date of hiring or engagement; date of commencement of employment or engagement; sick and vacation leave that is accrued but unused; and service credited for purposes of vesting and eligibility to participate under any Employee Plan, or any other employee or director benefit plan; current compensation paid or payable; and any change in compensation since the date of the Most Recent Tax Return.

(b) No retired employees or directors of either Seller, nor any of their dependents, currently receives or is scheduled to receive benefits, including: pension benefits; pension option elections; retiree medical insurance coverage; retiree life insurance coverage; or other benefits.

(c) No employee has been terminated or laid off by Seller and no employee has had his or her hours reduced by more than fifty percent (50%) since the date of the Most Recent Tax Return.

(d) Except as set forth on Schedule 3.21(d), no officer, director, agent, employee, consultant, or contractor of a Seller is bound by any Contract that purports to limit the ability of such officer, director, agent, employee, consultant, or contractor: (i) to engage in or continue or perform any conduct, activity, duties or practice relating to the Business; or (ii) to assign to Seller or to any other Person any rights to any invention, improvement, or discovery. No former or current employee of a Seller is a party to, or is otherwise bound by, any Contract that in any way adversely affected, affects, or will affect the ability of Seller or Buyer to conduct the Business as heretofore carried on by Seller.

3.22. LABOR DISPUTES; COMPLIANCE.

Seller has complied in all material respects with all Laws relating to employment practices, terms and conditions of employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits, collective bargaining and other requirements, the payment of social security and similar Taxes and occupational safety and health. Seller is not liable for the payment of any Taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing Laws.

3.23. INTANGIBLE RIGHTS.

(a) Set forth on Schedule 3.23(a) is a list and description of all Intellectual Property owned, used, licensed or controlled by Seller (or otherwise reasonably necessary for the operation of the Business as currently conducted) and all goodwill associated therewith. Seller owns or has the unrestricted right to use any and all foreign and domestic patents, patent rights, trademarks, service marks, trade names, slogans, brands and copyrights (whether or not registered and, if applicable, including pending applications for registration), information, know-how, Trade Secrets, domain names and addresses, internet addresses, confidential information, computer software and licenses, formulae, designs and drawings, quality control data, methods, processes (whether secret or not), inventions and other similar know-how, rights or intangible

properties that are necessary or used by the Seller for the conduct and operation of the Business (collectively, "Intellectual Property") including, but not limited to, the Intellectual Property listed on Schedule 3.23(a).

(b) Except as set forth on Schedule 3.23(b), (i) the Seller is the sole and exclusive owner of all right, title and interest in and to all of the Intellectual Property and have the exclusive right to use and license the same; (ii) no royalties, honoraria or fees are payable by the Seller to any Person by reason of ownership or use of any of the Intellectual Property; (iii) there have been no claims made, nor, to the Knowledge of the Seller and Shareholders, threatened against the Seller asserting any grounds for asserting the invalidity, abuse, misuse, or unenforceability of any of the Intellectual Property; (iv) Seller has not made any claim of any violation or infringement by others of any of its Intellectual Property or interests therein and no grounds for any such claims exist; (v) Seller has not received any notice that it is, in conflict with or infringing upon the asserted intellectual property rights of others in connection with the Intellectual Property, and neither the use of the Intellectual Property nor the operation of the Business is infringing or has infringed upon any intellectual property rights of others; (vi) the Intellectual Property are sufficient and include all intellectual property rights necessary for the Seller to lawfully conduct its business as presently being conducted; (vii) no interest in any of the Seller's Intellectual Property has been assigned, transferred, licensed or sublicensed by the Seller to any Person; (viii) to the extent that any item constituting part of the Intellectual Property has been registered with, filed in or issued by, any Governmental Body, such registrations, filings or issuances are listed on Schedule 3.23(b) and were duly made and remain in full force and effect, and no loss or expiration of the item is threatened, pending or reasonably foreseeable (except for patents expiring at the end of their statutory terms and not as a result of any act or omission of the Seller); (ix) there has not been any act or failure to act by the Seller, the Shareholders, or any of Seller's directors, officers, employees, attorneys or agents during the prosecution or registration of, or any other proceeding relating to, any of the Intellectual Property or of any other fact which could render invalid or unenforceable, or negate the right to issuance of any of the Intellectual Property; and (x) to the extent any of the Intellectual Property constitutes proprietary or confidential information, the Seller has exercised commercially reasonable care to prevent such information from being disclosed.

(c) Neither Seller has never agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to any Intangible Right.

(d) With respect to any Intangible Right that any third party owns and that a Seller uses pursuant to license, sublicense, agreement, or permission, such Seller has delivered to Buyer correct and complete copies of all such licenses, sublicenses, agreements, and permissions (as amended to date), and: (A) the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect in all material respects; (B) no party to the license, sublicense, agreement, or permission is in material breach or default, and no event has occurred which with notice or lapse of time would constitute a material breach or default or permit termination, modification, or acceleration thereunder; (C) no party to the license, sublicense, agreement, or permission has repudiated any material provision thereof;

and (D) such Seller has not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission.

3.24. BROKERS OR FINDERS.

Schedule 3.24 sets forth any Seller or Shareholder Liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with the sale of the Business or the Purchased Assets or the transactions contemplated by this Agreement.

3.25. COMPUTER SYSTEMS.

All computer hardware and software and related materials used by the Seller, including all such computer hardware, software and related materials (herein collectively referred to as the "Computer System") are owned by a Seller and are in good working order and condition. Neither Seller has experienced any significant defect in design, workmanship or material of the Computer System, and the Computer System has the performance capabilities, processing capacity, resources, characteristics and functions necessary to the conduct of the business and operations of the Seller. The use of the Computer System by the Seller (including any software modifications) (a) has not violated or infringed upon and will not violate or infringe upon the rights of any third parties and (b) has not resulted in and will not result in the termination of any maintenance, service or support agreement relating to any part of the Computer System or any reduction in the services provided to the Seller, warranties available to the Seller or rights of the Seller. The Seller maintains Computer System back-up and recovery capabilities to ensure that a system problem does not impact customer facing capabilities or revenue streams. The Seller maintains Computer System and network security controls that safeguard such Computer System against the risk of business disruption arising from virus attacks, unauthorized activities of any employee or contractor a Seller, hackers or any other Person.

3.26. DISCLOSURE.

No representation or warranty or other statement made by Seller or Shareholders in this Agreement, the Schedules, any supplement to the Schedules, or any other agreement contemplated hereby, or otherwise in connection with the transactions contemplated by this Agreement contains any untrue statement or omits to state a material fact necessary to make any such representation or warranty or other statement, in light of the circumstances in which it was made, not misleading.

3.27. REPRESENTATIONS.

All of the representations contained herein are made to the best of Seller's and Shareholders' knowledge and belief as of the date of Closing.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to Seller and Shareholders to enter into this Agreement and consummate the transactions contemplated hereby, Buyer represents and warrants to Seller and

Shareholder as follows:

4.1. ORGANIZATION AND GOOD STANDING.

Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full corporate power and authority to conduct its business as it is now conducted.

4.2. AUTHORITY; NO CONFLICT

(a) This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon the execution and delivery by Buyer of any of the other agreements contemplated hereby, such agreements will constitute the legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and any other agreements contemplated hereby to which it is a party and to perform their obligations under this Agreement and any other agreements contemplated hereby, and such action has been duly authorized by all necessary corporate protocols applicable to Buyer.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the transactions contemplated hereby will, directly or indirectly (with or without notice or lapse of time): (i) breach any provision of any of the articles of organization or operating agreement of Buyer or any resolution adopted by Buyer; nor (ii) breach or give any Governmental Body or other Person the right to challenge this Agreement or any transaction contemplated hereby or to exercise any remedy or obtain any relief under any Law or any Order to which Buyer may be subject.

(c) Buyer is not required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of transaction contemplated hereby.

4.3. CERTAIN PROCEEDINGS.

There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement. To the knowledge of Buyer, no such Proceeding has been threatened.

4.4. BROKERS OR FINDERS.

Schedule 4.4 sets forth any Buyer, Parent nor any of their Representatives' Liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with the transactions contemplated by this Agreement.

ARTICLE V - EMPLOYEE MATTERS

5.1. EMPLOYMENT OF EMPLOYEES.

Buyer shall not be required to offer employment to any employees of Seller, except to Primary Shareholder pursuant to the Employment Agreement. The employment by Buyer of any employee of Seller who accepts the terms of employment offered by Buyer shall commence as of the Closing. It is understood and agreed that: (i) Buyer's expressed intention to extend offers of employment shall not constitute any commitment, contract or understanding (expressed or implied) of any obligation on the part of Buyer to a post-Closing employment relationship of any fixed term or duration or upon any terms or conditions other than those that Buyer may establish pursuant to individual offers of employment; and (ii) employment offered by Buyer to employees of Seller shall be "at will" and may be terminated by Buyer or by an employee at any time for any reason (subject to any written commitments to the contrary made by Buyer or an employee). Nothing in this Agreement shall be deemed to prevent or restrict in any way the right of Buyer to terminate, reassign, promote or demote any of the employees of Seller hired by Buyer after Closing or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, salaries, other compensation or terms or conditions of employment of such employees.

5.2. SALARIES AND BENEFITS.

Seller shall be responsible for: (a) the payment of all wages and other remuneration due to employees of Seller with respect to services provided through the Effective Time, including pro rata bonus payments and all vacation pay earned prior to the Closing Date; and (b) the payment of any termination or severance payments and the provision of health plan continuation coverage in accordance with the requirements of COBRA or state law equivalent requirements (whether or not Seller eliminates or terminates its health insurance benefit plan). Seller shall be liable for any claims made or incurred by its employees and their beneficiaries through Closing under the Employee Plans. For purposes of the immediately preceding sentence, a charge will be deemed incurred, in the case of hospital, medical or dental benefits, when the services that are the subject of the charge are performed and, in the case of other benefits (such as disability or life insurance), when an event has occurred or when a condition has been diagnosed that entitles the employee to the benefit.

5.3. TAX DEPOSITS AND RETURNS.

Seller shall make all required deposits for all withholding, social security, Medicare insurance, and unemployment insurance Taxes relating to all of its employees with respect to services rendered through the Effective Time and shall file timely quarterly and annual reports with respect to such Taxes in accordance with applicable Law whether such reports are due prior to or after Closing.

5.4. SELLER'S RETIREMENT AND SAVINGS PLANS.

All employees who are participants in a retirement plan sponsored by a Seller shall retain their accrued benefits under such retirement plans as of Closing, and Seller (or such retirement

plans) shall retain sole liability for the payment of such benefits as and when such employees become eligible therefor under such plans. All employees shall become fully vested in their accrued benefits under the retirement plans as of the Effective Time, and Seller will so amend such plans if necessary to achieve this result.

5.5. NO TRANSFER OF ASSETS.

Neither Seller nor Shareholders will make any transfer of pension or other Employee Plan assets to Buyer.

5.6. GENERAL EMPLOYEE PROVISIONS.

(a) Seller and Buyer shall give any notices required by Law and take whatever other actions with respect to the plans, programs and policies described in this Article V as may be necessary to carry out the arrangements described in this Article.

(b) Seller and Buyer shall provide each other with such plan documents and summary plan descriptions, employee data or other information as may be reasonably required to carry out the arrangements described in this Article.

(c) If any of the arrangements described in this Article are determined by the United States Internal Revenue Service or other Governmental Body to be prohibited by Law, Seller and Buyer shall modify such arrangements to as closely as possible reflect their expressed intent and retain the allocation of economic benefits and burdens to the Parties contemplated herein in a manner that is not prohibited by Law.

(d) Seller shall provide Buyer with completed I-9 forms and attachments with respect to all of Seller employees specified to be hired by Buyer, except for such employees as Seller certifies in writing to Buyer are exempt from such requirement.

(e) Buyer shall not have any responsibility, liability or obligation, to employees of Seller, regardless of whether hired by Buyer, former employees of Seller, their beneficiaries or to any other Person, with respect to any Employee Plans, practices, programs or arrangements (including the establishment, operation or termination thereof and the notification and provision of COBRA coverage extension) maintained by Seller.

ARTICLE VI - CONFIDENTIALITY; NON-COMPETITION; NON-DISPARAGEMENT

6.1. CONFIDENTIALITY.

(a) Seller and Shareholders agree that, from and after Closing they will not, in any fashion, form or manner, either directly or indirectly, divulge, disclose, use, disseminate or communicate to any Person in any manner, any "Confidential Information," which means any information relating to Seller, the Business or the Purchased Assets that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by other Persons who can obtain economic value from its

disclosure or use. Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that Confidential Information includes any of the following information, data or know-how held or used by or relating to Seller, the Business or the Purchased Assets:

(i) technical information, such as formulas, patterns, devices, computer program source and object codes, compositions, inventions, processes, specifications, research, methods, techniques, software, or engineering or technical specifications, and any know-how relating to any of the foregoing, and methods of delivery, whether owned by the Seller or utilized by the Seller under license from a third party, in each case to the extent that such information is not generally known to the public;

(ii) financial information, such as the Seller's earnings, assets, debts, cost-price information, product mark-ups, gross margins, fee structures, volumes of purchases or sales, or financial data or information that should not be disclosed to its customers or competitors, whether relating to the Seller generally, or to particular services, geographic areas, or time periods;

(iii) supply and service information, such as information concerning the goods and services utilized or purchased by the Seller, the names or addresses of suppliers, terms of supply or service contracts, or of particular transactions, or related information about potential suppliers, to the extent that such information is not generally known to the public, and to the extent that the combination of suppliers or use of a particular supplier, though generally known or available, yields advantages to the Seller and the details of which are not generally known;

(iv) marketing information, such as details about ongoing or proposed marketing programs or agreements by or on behalf of the Seller, marketing forecasts or results of marketing efforts or information about impending transactions;

(v) personnel information, such as employees' personal or medical histories, compensation or other terms of employment, actual or proposed promotions, hirings, resignations, disciplinary actions, terminations or reasons therefor, training methods, performance, or other employee information; and

(vi) customer information, such as any compilation of past, existing or prospective customers, customer proposals or agreements between customers and the Seller, status of customer accounts or credit, or related information about actual or prospective customers.

The term "Confidential Information" does not include information that has become a part of the public domain by the act of one who has the right to disclose such information without violating any right of the Company or the customer to which such information pertains.

Confidential Information that is specific as to techniques, methods or the like shall not be deemed to be in the public domain merely because such information is embraced by more general disclosures in the public domain, and any combination of features shall not be deemed within the foregoing exception merely because individual features are in the public domain if the combination itself and its principles of operation are not in the public domain.

(b) Other than that part of the Confidential Information that is or becomes generally available to the public other than as a result of a breach of this Section 6.1 by Seller or Shareholders, Seller and each Shareholder acknowledge the confidential and proprietary nature of the Confidential Information and agree that each will, from and after Closing and continuing for the longer of either five (5) years from Closing, or with respect to a Shareholder, three years following the termination of such Shareholder's continued employment with Buyer: (i) keep the Confidential Information confidential and deliver promptly to Buyer, all embodiments and copies of the Confidential Information; (ii) not use the Confidential Information for any reason or purpose outside of the furtherance of the business of Buyer; and (iii) without limiting the foregoing, not disclose the Confidential Information to any Person without Buyer's informed consent. Notwithstanding the foregoing, the five year time period shall be extended for items of Confidential Information constituting a trade secret, including but not limited to source code, for the maximum time period permitted under applicable law.

(c) If Seller or any Shareholders becomes compelled in any Proceeding to make any disclosure that is prohibited by this Section 6.1, such Party shall, to the extent legally permissible, provide Buyer with prompt written notice of such compulsion so that Buyer may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Section 6.1. In the absence of a protective order or other remedy, Seller or Shareholders may disclose that portion (and only that portion) of the Confidential Information that, based upon the opinion of its counsel, such Party is legally compelled to disclose; provided, however, that such Party shall use its commercially reasonable efforts to obtain written assurance that any Person to whom any Confidential Information is so disclosed shall accord confidential treatment to such Confidential Information.

6.2. NON-COMPETITION/NON-INTERFERENCE.

The Parties recognize that the non-competition/non-interference restrictions provided for in the Employment Agreement and Restricted Covenant Agreements are necessary to protect legitimate business interests, including trade secrets, Confidential Information, relationships with prospective and existing customers and the goodwill associated with the Business, and are provided by Seller and Shareholders to Buyer as further inducement for Buyer to purchase the Purchased Assets from Seller and Shareholders.

6.3. NON-DISPARAGEMENT.

Seller and Shareholders agree that, from and after Closing and continuing for a period of five (5) years, they will not disparage Buyer, or any Representative of Buyer.

ARTICLE VII - SURVIVAL; INDEMNIFICATION

7.1. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

All representations, warranties, covenants and obligations in this Agreement or in any other agreement contemplated hereby shall survive the Closing and the purchase and sale of the Purchased Assets hereunder.

7.2. EFFECT OF INVESTIGATION, KNOWLEDGE, OR WAIVER OF CONDITION.

The right of a Party to indemnification, reimbursement or other remedy hereunder (whether based upon a breach of a warranty or representation or otherwise) shall not be affected by any investigation (including any environmental investigation or assessment) conducted by such Party, or any knowledge of any fact acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or Closing, with respect to the accuracy or inaccuracy of or compliance with any representation, warranty, covenant or obligation under this Agreement or any other agreement contemplated hereby. The waiver by a Party of any condition based upon the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants and obligations.

7.3. INDEMNIFICATION OF BUYER.

Subject to the provisions of Section 7.4, Seller and Shareholders shall, jointly and severally, indemnify and hold harmless Buyer, its Representatives, members, subsidiaries and Affiliates, and their respective Representatives, shareholders, members and subsidiaries, (collectively, the "Buyer Indemnified Persons"), and will reimburse the Buyer Indemnified Persons for any loss, liability, claim, damage, expense (including costs of investigation, cleanup, containment or other remediation, and defense and reasonable attorneys' fees and expenses) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), arising from or in connection with:

(a) any breach of any representation or warranty made by Seller or Shareholders in this Agreement or in any other agreement contemplated hereby;

(b) any breach of any covenant or obligation of Seller or Shareholders in this Agreement or in any other agreement contemplated hereby;

(c) any liability arising out of the ownership or operation by Seller of the Purchased Assets, the Facility or the Business prior to Closing other than the Assumed Liabilities;

(d) any brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding made, or alleged to have been made, by any Person with Seller or Shareholders (or any Person acting on their behalf) in connection with any of the transactions contemplated hereunder;

(e) any product or component thereof manufactured or repaired by or shipped, or any services provided by, Seller, in whole or in part, prior to the Closing Date other than to the extent of Assumed Liabilities;

(f) any noncompliance with any bulk sales Laws or fraudulent transfer Laws in respect of the transactions contemplated hereunder;

(g) the failure of Seller to timely pay, perform and discharge any of the Retained Liabilities;

(h) any Environmental, Health and Safety Liabilities arising out of or relating to (i) the ownership or operation by Seller prior to Closing of the Facility, the Purchased Assets or the Business, or (ii) any Hazardous Materials or other contaminants that were present due to acts of Seller at the Facility or on the Purchased Assets at any time prior to Closing;

(i) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any Person or any Purchased Asset in any way arising from or allegedly arising from any Hazardous Activity conducted by any Person with respect to the Business, the Facility or the Purchased Assets prior to Closing; or

(j) any and all Proceedings, demands, assessments, and or judgments arising out of any of the foregoing.

7.4. LIMITATIONS ON INDEMNIFICATION OF BUYER.

Any claim for indemnification under Section 7.3(a) shall be made: (i) with respect to any claim relating to representations and warranties contained in Sections 3.1 (Organization and Good Standing), 3.2 (Enforceability, Authority, No Conflict), and 3.3 (Capitalization), at any time after Closing; (ii) with respect to any claim relating to representations and warranties contained in Sections 3.12 (Tax), 3.20 (Environmental), and 3.20 (Employees) within ninety (90) days following the expiration of the applicable statute of limitations; and (iii) with respect to any claim relating to any other representations and warranties contained herein, by the date that is thirty-six (36) months after the Closing Date. The foregoing shall not limit Buyer's rights with respect to any claim for indemnification under any provision of Section 7.3 other than Section 7.3(a).

7.5. INDEMNIFICATION OF SELLER AND SHAREHOLDERS.

Subject to the limitations set forth in Section 7.6, Buyer shall indemnify and hold harmless Seller, Shareholders, and their Representatives and Affiliates (collectively, the "Seller Indemnified Persons"), and will reimburse the Seller Indemnified Persons for any Damages arising from or in connection with:

(a) any breach of any representation or warranty made by Buyer in this Agreement or in any other agreement contemplated hereby;

(b) any breach of any covenant or obligation of Buyer in this Agreement or in any other agreement contemplated hereby; or

(c) the failure of Buyer to timely pay, perform and discharge any of the Assumed Liabilities.

7.6. LIMITATIONS ON INDEMNIFICATION OF SELLER.

Any claim for indemnification under Section 7.5(a) shall be made by the date that is thirty-six (36) months after the Closing Date. The foregoing shall not limit Buyer's rights with respect to any claim for indemnification under any provision of Section 7.5 other than Section 7.5(a).

7.7. THIRD-PARTY CLAIMS.

Exclusive only of any Proceeding with respect to which indemnity may be sought by a Buyer Indemnified Person under Sections 7.3(h) or 7.3(i) (it being acknowledged and understood that Buyer shall control any such Proceeding other than a proceeding solely for monetary damages), the provisions of this Section 7.7 shall apply to any claim against a Person entitled to indemnification under this Article VII (an "Indemnified Person") that is made by a Person who is not a party to this Agreement (a "Third-Party Claim").

(a) Promptly after receipt by an Indemnified Person of notice of the assertion of a Third-Party Claim against such Person, such Indemnified Person shall give notice to the Person obligated to provide indemnification (the "Indemnifying Person") of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnifying Person's failure to receive such notice.

(b) If an Indemnified Person gives notice to the Indemnifying Person pursuant to Section 7.7(a) of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (i) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article VII for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim:

(i) such assumption will conclusively establish for purposes of this Agreement that the claims made in that Third-Party Claim are within the scope of and subject to indemnification; and

(ii) no compromise or settlement of such Third-Party Claims may be effected by the Indemnifying Person without the Indemnified Person's Consent unless (A) there is no finding or admission of any violation of Law or any violation of the rights of any Person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (C) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its Consent.

If notice is given to an Indemnifying Person of the assertion of any Third-Party Claim and the Indemnifying Person does not, within ten (10) days after the Indemnified Person's notice is given, give notice to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person will be bound by any determination made in such Third-Party Claim or any compromise or settlement effected by the Indemnified Person.

(c) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(d) Notwithstanding the provisions of Section 9.2, Seller and Shareholders hereby consent to the nonexclusive jurisdiction of any court in which a Proceeding in respect of a Third-Party Claim is brought against any Buyer Indemnified Person for purposes of any claim that a Buyer Indemnified Person may have under this Agreement with respect to such Proceeding or the matters alleged therein and agree that process may be served on Seller and Shareholders with respect to such a claim anywhere in the world.

(e) With respect to any Third-Party Claim subject to indemnification under this Article VII: (i) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Person fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where such Person is not represented by its own counsel, and (ii) the Parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(f) With respect to any Third-Party Claim subject to indemnification under this Article VII, the parties agree to cooperate in such a manner so as to preserve in full (to the extent possible) the confidentiality of Confidential Information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that: (i) it will use commercially

reasonable efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable Law and rules of procedure); and (ii) all communications between any Party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

7.8. OTHER CLAIMS.

A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the Party from whom indemnification is sought and shall be paid promptly after such notice.

7.9. INDEMNIFICATION IN THE CASE OF STRICT LIABILITY OR INDEMNITEE NEGLIGENCE.

THE INDEMNIFICATION PROVISIONS IN THIS ARTICLE VII SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED UPON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LAWS (INCLUDING ANY PAST, PRESENT OR FUTURE BULK SALES LAW, ENVIRONMENTAL LAW, FRAUDULENT TRANSFER ACT, OCCUPATIONAL SAFETY AND HEALTH LAW OR PRODUCTS LIABILITY, SECURITIES OR OTHER LAW) AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED UPON THE PERSON SEEKING INDEMNIFICATION.

7.10. MITIGATION.

(a) An Indemnified Person will use commercially reasonable efforts to mitigate any Damages, including commercially reasonable efforts to recover all indemnifiable Damages from insurers of such Indemnified Person under applicable insurance policies so as to reduce the amount of any Damages hereunder. In the event the Indemnified Person shall fail to use such commercially reasonable efforts, then notwithstanding anything in this Agreement to the contrary, the Indemnifying Person shall not be required to indemnify the Indemnified Person for that portion of Damages that would reasonably have been expected to have been avoided if the Indemnified Person had used such commercially reasonable efforts.

(b) The amount of any Damages will be reduced to the extent of any insurance proceeds or other payments actually received from an insurer or other third party with respect to Damages, net of all costs of recovery and net of all costs and future costs for increased insurance premiums and other increased insurance costs as a result of such claim. If the amount of any Damages, at any time subsequent to the making of an indemnity

payment in respect thereof, is reduced by recovery, settlement, or payment under or pursuant to any insurance coverage, settlement, or payment by or against any other Person, the amount of such reduction (net of all costs of recovery), will be repaid by the Indemnified Person to the Indemnifying Person reasonably promptly following actual receipt or credit of such amounts.

(c) The amount of any Damages will be reduced to the extent of any net Tax benefit available to the Indemnified Person or its Affiliates arising in connection with the accrual, incurrence or payment of any such Damages.

(d) Upon making any indemnity payment, the Indemnifying Person will, to the extent of such indemnity payment, be subrogated to all rights of the Indemnified Person against any third party in respect of the Damages to which the indemnity payment relates.

7.11. TAX TREATMENT OF INDEMNITY PAYMENTS.

The Parties agree to treat any indemnity payment made pursuant to this Article VII as an adjustment to the Purchase Price for federal, state, local and foreign income Tax purposes.

7.12. EXCLUSIVE REMEDY.

Except as otherwise provided in Section 9.3, the Parties acknowledge and agree that, from and after the Closing, the sole and exclusive remedy for any breach or inaccuracy, or alleged breach or inaccuracy, of any representation or warranty in this Agreement or any breach or failure to perform, or alleged breach or failure to perform, any covenant or agreement in this Agreement, or any other claim based upon, arising out of or relating to this Agreement and/or the transactions contemplated hereby, will be indemnification in accordance with this Article VII. In furtherance of the foregoing, the Parties hereby waive, on behalf of themselves and the other Indemnified Persons, respectively, to the fullest extent permitted by applicable Law, any and all other rights, claims, and causes of action (including rights of contribution, rights of recovery arising out of or relating to any Environmental Laws, claims for breach of contract, breach of representation or warranty, negligent misrepresentation and all other claims for breach of duty) that may be based upon, arise out of, or relate to the Business, the Purchased Assets, the Retained Assets, the Assumed Liabilities, the Retained Liabilities, this Agreement, the negotiation, execution, or performance of this Agreement (including any tort or breach of contract claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), or the transactions contemplated hereby, known or unknown, foreseen or unforeseen, which exist or may arise in the future, that it may have against the other arising under or based upon any Law, common law, or otherwise.

ARTICLE VIII - ADDITIONAL COVENANTS

8.1. COOPERATION AND PROCEEDINGS; ACCESS TO RECORDS.

(a) After Closing, Seller and Shareholders shall cooperate with Buyer and its counsel and make their Representatives available to Buyer in connection with the institution of any Proceeding, whether existing, threatened or anticipated, involving or relating to (a) any of transaction contemplated hereunder or (b) any action, activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction before Closing involving Seller, Shareholders, the Facility, the Purchased Assets or the Business.

(b) Each of Shareholder and Buyer will make available to the other any Records in the non-requesting party's custody or control (a) for the purpose of preparing any financial statement or Tax Return or preparing for or defending any Tax-related examination of the requesting party or Seller by any Governmental Body or (b) in connection with the institution of any Proceeding, whether existing, threatened or anticipated, involving or relating to any action, activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction before Closing involving Seller, Shareholders, the Facility, the Purchased Assets or the Business. The party requesting such Records will reimburse the non-requesting party for the reasonable out-of-pocket costs and expenses incurred by the non-requesting party. The non-requesting party will afford access to such Records during normal business hours, upon reasonable advance notice given by the requesting party, and subject to such reasonable limitations as the non-requesting party may impose to delete competitively sensitive or privileged information.

8.2. CUSTOMER AND OTHER BUSINESS RELATIONSHIPS.

After the Closing, Seller and Shareholders will cooperate with Buyer in its efforts to continue and maintain for the benefit of Buyer those business relationships of Seller and Shareholders existing prior to the Closing and relating to the Business, including relationships with any customers, suppliers, lessors, employees, regulatory authorities, licensors and others, and Seller and Shareholders will satisfy the Retained Liabilities in a manner that is not detrimental to any of such relationships. Neither Seller nor any of its Representatives, nor any Shareholder shall take any action that would tend to diminish the value of the Purchased Assets after the Closing or that would interfere with the Business after the Closing. Additionally, Seller shall cease to use the name "Norfield Data" or any derivative thereof.

8.3. FURTHER ASSURANCES.

The Parties shall cooperate reasonably with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall: (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated hereby.

8.4. JOINT AND SEVERAL LIABILITY OF SELLER AND SHAREHOLDERS.

The liability of Seller and Shareholders hereunder shall be joint and several. Where in this Agreement provision is made for any action to be taken or not taken by Seller, Shareholders shall undertake to cause Seller to take or not take such action, as the case may be. Without limiting the generality of the foregoing, Seller and Shareholders shall be jointly and severally liable for any indemnification obligations under Article VII.

ARTICLE IX - GENERAL PROVISIONS

9.1. DISPUTE RESOLUTION.

(a) Except as provided in Section 9.1(c), in the event of any dispute, controversy or claim arising out of or related to this Agreement or a breach hereof, whether based in contract, tort, or statute, including its interpretation, scope, formation, performance or termination ("Dispute"), the Parties shall settle such Dispute in accordance with the following:

(i) *Friendly Discussions.* The Parties shall first use commercially reasonable efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a just and equitable solution satisfactory to all Parties;

(ii) *Mediation.* If no settlement is reached within thirty (30) days after one Party notifies the other Party of the existence of the Dispute, the Parties shall attempt to resolve the Dispute by mediation administered by the American Arbitration Association (the "AAA") under the AAA's Commercial Mediation Rules; and then

(iii) *Arbitration.* If the Dispute is not resolved through mediation, the Dispute shall be finally resolved by arbitration administered by the AAA in accordance with the provisions of Section 9.1(b) and the AAA' s then-current Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(b) *Arbitration.* The following provisions shall apply to any arbitration hereunder:

(i) *Number and Appointment of Arbitrators.* With respect to any Dispute which is not a Large Dispute, the arbitration shall be conducted by one (1) arbitrator appointed by the AAA. In the case of any dispute involving a claim in excess of $1,000,000 (a "Large Dispute"), the arbitration shall be conducted by three (3) arbitrators. Within ten (10) days following the commencement of arbitration of a Large Dispute, Seller shall select one (1) arbitrator and Buyer shall select one (1) arbitrator, and the two arbitrators so selected shall select a third arbitrator. If the two arbitrators are unable to agree to the third arbitrator within ten (10) days, a third arbitrator shall be appointed by the AAA;

(ii) *Location of Arbitration, Governing Law.* With respect to any claim made by the Parties, the arbitration shall take place in Connecticut, which shall be the exclusive forum for final resolution of the Dispute with respect to such claim. The governing procedural and substantive Law of the arbitration shall be the internal Laws of the State of Delaware, without regard to conflicts of law principles. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce and that the United States Arbitration Act shall govern the interpretation and enforcement of, and any Proceedings under, the arbitration provisions hereof;

(iii) *Punitive or Exemplary Damages.* The arbitrator(s) shall have no authority to award punitive or exemplary damages, except as may be required by statute; and

(iv) *Fees and Expenses.* The fees, expenses and costs of the arbitration shall be paid by Seller and Buyer pro rata in an inverse proportion to the extent (by dollar value) to which the award agrees with such Parties, such amounts to be determined by the arbitrator(s) at the time of the award. Seller and Buyer shall each bear its own legal fees and costs and other expenses in connection with the arbitration and in the enforcement of any arbitral award.

(c) Notwithstanding anything contained in this Section 9.1 to the contrary, each Party shall have the right to institute judicial proceedings against another Party or anyone acting by, through or under such other Party, in order to enforce the instituting Party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

9.2. GOVERNING LAW; JURISDICTION.

This Agreement will be governed by and construed and enforced in accordance with the Laws of the State of ~~Delaware~~ Connecticut applicable to agreements made and to be performed entirely within such state, without regard to conflict of laws rules. Subject to the provisions of Section 9.1, the Parties agree that any action brought by any Party shall be brought and resolved exclusively by the State and Federal courts located in _____, ~~Delaware~~ Connecticut and the courts to which an appeal therefrom may be taken; provided that any Party shall have the right, to the extent permitted by applicable Law, to proceed against any other Party or its property in any other location to the extent necessary for the enforcing Party to enforce a judgment or other court order or arbitral award. Each of the Parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. Legal process in any proceeding may be served on any party anywhere in the world.

9.3. ENFORCEMENT OF AGREEMENT.

Seller and Shareholders acknowledge and agree that Buyer may be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by Seller or Shareholders may not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other

right or remedy to which Buyer may be entitled, at law or in equity, it shall be entitled to seek to enforce any provision of this Agreement or any agreement contemplated hereby by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement or any agreement contemplated hereby, without posting any bond or other undertaking.

9.4. NOTICES.

All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed effective, and properly delivered, and any applicable time period shall commence, if (a) delivered to the following address by hand or by a nationally recognized overnight courier service (costs prepaid) addressed to the following address, or (b) transmitted electronically to the following facsimile numbers or email addresses, in each case marked to the attention of the Person (by name or title) designated below (or to such other address, facsimile number, email address, or Person as a party may designate by notice to the other parties):

If to Seller:

Norfield Data Products, Inc
181 Main Street
Norwalk, CT 06851

With a mandatory copy to:

John Bove, Esq.

Bove & Milici
96 East Avenue
Norwalk, CT 06851

If to Hasmukh Parikh:

Hasmukh N. Parikh

62 Elderberry Lane
Fairfield, CT 06824

With a mandatory copy to:

John Bove, Esq.

~~*If to* :~~

Bove & Milici
96 East Avenue
Norwalk, CT 06851

If to Richard Miller:

Richard C. Miller
P.O.Box 239
Ridgefield, CT 06877

If to Robert Richards:

Robert J Richards
47 Silvermine Ave.
Norwalk, CT 06850

If to Buyer:

1829 Blue Hills Circle, NE
Roanoke, VA 24012
Attn: Rick Pevarski
Phone: 540-283-2520
rpevarski@va811.com

With a mandatory copy to:

~~*If to* _____:~~

Gentry Locke Rakes & Moore, LLP
P.O. Box 40013
Roanoke, Virginia 24011
Attn: Brooke Rosen, Esq.
Phone: 540-983-9445
rosen@gentrylocke.com

~~With a mandatory copy to:~~

~~*If to Buyer:*~~

~~With a mandatory copy to:~~

9.5. WAIVER.

Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any other agreement contemplated hereby will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the Party against whom it is sought to be enforced.

9.6. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any letter of intent) and constitutes (along with the Schedules and Exhibits hereto, and any other agreements contemplated hereunder) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Party to be charged with the amendment.

9.7. ASSIGNMENT, SUCCESSORS AND NO THIRD-PARTIES.

No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties, except that Buyer may assign any of its rights and delegate any of its obligations under this Agreement to any Affiliate; provided, however, such assignment shall not release Buyer. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement shall be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 9.7.

9.8. SEVERABILITY.

If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the provisions of this Agreement inoperative, unenforceable or invalid.

9.9. EXECUTION OF AGREEMENT

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A manual signature on this Agreement or the other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or the other documents to be delivered pursuant to this Agreement, including executed signature pages, by electronic transmission will constitute effective delivery

of this Agreement or such other document for all purposes.

9.10. CONSTRUCTION

The parties have participated jointly in the negotiation and drafting of this Agreement, and in the event of any ambiguity or interpretation as to intent, no presumption or burden shall arise favoring or disfavoring any party by virtue of authorship.

9.11. PREPARATION OF AGREEMENT & LEGAL COUNSEL

This Agreement and other documents contemplated herein have been prepared by Gentry Locke Rakes & Moore, LLP, as counsel to the Buyer ("Buyer Counsel"), and Bove & Milici, as counsel for the Seller and Primary Shareholder ("Seller Counsel"). Buyer Counsel has had no interaction or communication directly with the Minority Shareholders. Seller Counsel does not represent the Minority Shareholders. Buyer, Seller and Shareholders have reviewed the contents of this Agreement and fully understand their terms. Each Minority Shareholder acknowledges that he is fully aware of his right to the advice of independent legal and that he understands the potentially adverse interests of the parties with respect to this Agreement. By executing this Agreement, each Minority Shareholder represents that he has either consulted independent legal counsel or elected, notwithstanding the advisability of seeking such independent legal counsel, not to consult such independent legal counsel.

ARTICLE X - DEFINITIONS

The following terms, as used herein, have the following meanings:

"Accounts Receivable" includes all trade accounts receivable (including all unbilled, finished progress work), notes receivable, employee advances, and other miscellaneous receivable outstanding as of Closing (and the benefit of all security for such accounts, notes or advances), together with all claims and rights relating thereto including rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or reposed goods

"Affiliate" of a Person means:

(a) In the case of an individual (i) each other member of such individual's Family, (ii) any Person that is directly or indirectly controlled by any one or more members of such individual's Family, (iii) any Person in which members of such individual's Family hold (individually or in the aggregate) a ten percent or greater interest (by equity or voting power); and (iv) any Person with respect to which one or more members of such individual's Family serves as a director, officer, partner, executor or trustee (or in a similar capacity). For purposes of this definition, the "Family" of an individual includes the individual, the individual's spouse, any other natural person who is related to the individual or the individual's spouse within the second degree, and any other natural person who resides with such individual;

(b) In the case a Person other than an individual (i) any Person that directly or indirectly controls, is directly or indirectly controlled by or is directly or indirectly under common control with such specified Person, including any Person that is directly or indirectly controlled by a member of Parent (ii) any Person that holds a ten percent or greater interest (by equity or voting power) in such specified Person, including Parent (iii) each Person that serves as a director, officer, partner, member, manager, executor or trustee of such specified Person (or in a similar capacity) or of Parent, (iv) any Person in which such specified Person holds a ten percent or greater interest (by equity or voting power); and (v) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity).

For purposes of this definition, "control" (including "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Assumed Contract" as defined in Section 1.1(a)(vii).

"Closing" as defined in Section 2.3.

"Closing Date" as defined in Section 2.3.

"COBRA" refers collectively to the following provisions: (i) Section 4980B of the Tax Code (as well as its predecessor provision, Section 162(k) of the Tax Code) and Sections 601 through 608, inclusive, of ERISA and any applicable state law counterpart thereto.

"Contract" means any commitment, understanding, instrument, lease, pledge, mortgage, indenture, note, license, agreement, purchase or sale order, contract, promise or similar arrangement evidencing or creating any obligation, whether written or oral.

"Damages" as defined in Section 7.3.

"Effective Time" as defined in Section 2.3.

"Employee Plans" as defined in Section 3.14.

"Encumbrance" means any charge, claim, community or other marital property interest, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

"Environment" means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, and wetlands including isolated and jurisdictional), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant

and animal life and any other environmental medium or natural resource.

"Environmental, Health and Safety Liabilities" means any cost, damages, expense, liability, obligation or other responsibility arising from or under any environmental Law or occupational safety and health Law, including those consisting of or relating to: (i) any environmental, health or safety matter or condition (including on-site or off-site contamination, occupational safety and health and regulation of any chemical substance or product); (ii) any fine, penalty, judgment, award, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any environmental Law or occupational safety and health Law; (iii) financial responsibility under any environmental Law or occupational safety and health Law for cleanup costs or corrective action, including any cleanup, removal, containment or other remediation or response actions ("Cleanup") required by any environmental Law or occupational safety and health Law (whether or not such Cleanup has been required or requested by any Governmental Body or any other Person) and for any natural resource damages; or (iv) any other compliance, corrective or remedial measure required under any environmental Law or occupational safety and health Law.

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

"Facility" means any real property, leasehold or other interest in real property currently or formerly owned or operated by Seller, including the leased real property leased with an address of ~~_____~~181 Main Street, Norwalk, CT 06851.

"Governmental Body" means any: (a) nation, state, county, city, town, borough, village, district or other jurisdiction; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers); (d) multinational organization or body; (e) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or (f) official of any of the foregoing.

"Hazardous Activity" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Material in, on, under, about or from any of the Facilities or any part thereof into the Environment and any other act, business, operation or thing that increases the danger, or risk of danger, or poses an unreasonable risk of harm, to persons or property on or off the Facilities.

"Hazardous Material" means any substance, material or waste which is or foreseeably will be regulated by any Governmental Body, including any material, substance or waste which is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "contaminant," "toxic waste" or "toxic substance" under any provision of environmental Law, and including petroleum, petroleum products, asbestos, presumed asbestos-containing material or asbestos-containing material, urea formaldehyde and polychlorinated biphenyls.

"Inventory" as defined in Section 1.1(a)(ii).

"*Knowledge of Seller*" means (a) the actual knowledge of Shareholders or any officer or director of Seller of any particular fact or other matter; and (b) the knowledge of any particular fact or other matter which Shareholders or any officer or director of Seller acting prudently could have been expected to discover or otherwise become aware of in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.

"Law" means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty.

"Liability" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Material Adverse Change" means any change or effect that is materially adverse to the Business, or to the operational or financial condition or results of operations of Seller, other than any change or effect relating to or arising out of (i) conditions affecting the national, or world economies generally, including in general economic conditions, or the industries or markets in which Seller operates, so long as Seller or the Business is not disproportionately impacted, (ii) changes in Laws, (iii) the announcement of this Agreement or any other agreement contemplated hereby, (iv) conditions arising from natural disasters, or (v) any action taken or not taken by Seller or Shareholders pursuant to this Agreement or with the consent or agreement of, or at the direction of, Buyer.

"Order" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.

"Parent" as defined in the Recitals.

"Permits" as defined in Section 1.1(a)(xi).

"Person" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a governmental body.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Release" means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the Environment or into or out of any property.

"Representative" means, with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that Person.

"Schedules" means the disclosure schedules delivered by Seller and Shareholders to Buyer concurrently with the execution and delivery of this Agreement.

"Tax" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any Governmental Body or payable under any tax-sharing agreement or any other Contract.

"Tax Return" means any return (including any information return), report, statement, schedule, notice, form, declaration, claim for refund or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Law relating to any Tax.

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

"Threat of Release" means a reasonable likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Asset Purchase Agreement as of the day and year first above written.

SELLER:

NORFIELD DATA PRODUCTS, INC.

By:_____

SHAREHOLDERS:

By:_____
Hasmukh Parikh

By:_____

By:_____

BUYER:

NORFIELD DEVELOPMENT PARTNERS, LLC

By:_____

[Signature Page to Asset Purchase Agreement]