ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("**Agreement**") is made as of DATE, by and among Newco, a Delaware limited liability company ("**Purchaser**"), SELLER ENTITY NAME, a Massachusetts corporation ("**Seller**"), and SELLER NAME(S), a resident of the State of Massachusetts and the president and sole shareholder of Seller ("**Shareholder**"). The Purchaser, Seller and Shareholder are each referred to herein as a "**Party**" and collectively as the "**Parties**."

PRELIMINARY STATEMENT

Seller is engaged in the business of INDUSTRY (the "**Business**"). SELLER NAME(S) is the record and beneficial owner of 100% of the issued and outstanding Equity Interests of Seller. Purchaser desires to purchase substantially all of the assets of Seller and assume certain clearly defined Liabilities of Seller to the extent directly related to such assets and the Business, on the terms set forth in this Agreement. Seller desires to sell, assign, transfer and convey such assets and Liabilities to Purchaser, on the terms set forth in this Agreement.

AGREEMENTS

In consideration of the mutual representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Certain capitalized terms used in this Agreement have the meanings set forth in the body of the Agreement when such terms first appear. Any capitalized terms used in this Agreement that are not defined in the body of the Agreement when they first appear have the meanings assigned to such terms on Schedule 1.

2. Purchase and Sale of Assets; Excluded Assets. On the terms and subject to the conditions contained in this Agreement, at the Closing, Seller agrees to sell, transfer, assign and deliver to Purchaser, and Purchaser agrees to purchase, acquire and accept from Seller, all of Seller's rights, title and interests in, to and under all of the assets, properties and rights of Seller listed on Schedule 2-A (the "**Purchased Assets**"), free and clear of any and all Lien. At the Closing Seller agrees and shall be entitled to retain the assets, properties and rights of Seller listed on Schedule 2-B (the "**Excluded Assets**").

3. Allocation of Liabilities. On the terms and subject to the conditions contained in this Agreement, at the Closing, Purchaser agrees to assume, pay, discharge or perform in full when due only the following Liabilities of Seller (the "**Assumed Liabilities**"): (a) payment or performance arising after the Closing Date pursuant to the Contracts included in the Purchased Assets, but only to the extent such Liabilities are explicitly set forth in the written provisions of such Contracts and only to the extent such Liabilities do not relate to any breach, alleged breach, default or failure to perform any obligation under any of such Contracts on or prior to the Closing Date. Purchaser does not assume and shall not be responsible to pay, perform or discharge in full or in part any Liabilities of Seller other than the Assumed Liabilities, whether direct or indirect, matured or unmatured, known or unknown, absolute, accrued, contingent or otherwise, whether now existing or hereafter arising or incurred (the "**Excluded Liabilities**"). Seller agrees to pay, discharge and perform in full when due all of the Excluded Liabilities. Shareholder agrees to cause Seller to pay, discharge and perform in full when due all of the Excluded Liabilities.

4. Purchase Price. The aggregate purchase price (the "**Purchase Price**") for the Purchased Assets is $, payable on the terms and subject to the conditions contained in this Agreement.

5. Closing; Closing Payments.

(a) The transactions contemplated by this Agreement may be consummated (the "**Closing**") in person or remotely by means of an exchange of electronically scanned copies and facsimile copies of the originally executed Transaction Documents. The Closing shall take place on DATE, or on such other date as shall be mutually agreed upon by the Parties ("**Closing Date**"), it being agreed the date of the Closing shall be automatically extended from time to time for so long as any of the conditions set forth in this Section 5 are not satisfied or waived, subject to the provisions of Section 19. The Closing shall be effective as of the close of business on the Closing Date. At the Closing, Purchaser shall make the following payments to Seller: (i) $ of the Purchase Price shall be paid by the delivery of a 5% unsecured promissory note of Purchaser (the "**Unsecured Note**"), substantially in the form annexed hereto as Exhibit 5(a)(i); (ii) $ of the Purchase Price shall be paid by delivery of membership interests in Purchaser's parent, which shall equal to 20% of all such interests as of the Closing ("**Purchaser Equity Interest**"); and (iii) the remainder of the Purchase Price shall be delivered to Seller in immediately available funds payable to Seller.

(b) The obligation of Purchaser to close the transactions contemplated by this Agreement is subject to the fulfillment of all of the following conditions on or prior to the Closing Date, upon the non-fulfillment of any of which this Agreement may, at Purchaser's option, be terminated pursuant to and with the effect set forth in Section 19: (i) the representations and warranties contained in Section 7 shall be true and correct as of the date of this Agreement and as of the Closing Date as though then made and as though the Closing Date was substituted for the date of this Agreement throughout such representations and warranties (except, in each case, to the extent such representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of the specified date); (ii) all obligations of Seller and Shareholder to be performed hereunder through and including the Closing Date (including all obligations that Seller and Shareholder would be required to perform at the Closing if the transactions contemplated by this Agreement were consummated) shall have been fully performed; (iii) during the period from the date of this Agreement to the Closing Date, there shall not have occurred, and there shall not exist on the Closing Date, any condition or fact that, individually or in the aggregate, has had or would reasonably be expected to result in a material adverse effect on either the Business or the Purchased Assets or Seller or Purchaser; (iv) all of the consents, authorizations and approvals required to be listed on Schedule 7(d) shall have been obtained; (v) Purchaser and Shareholder shall have entered into an employment agreement, substantially in the form annexed hereto as Exhibit 5(b)(v) **("Employment Agreement")**; (vi) Purchaser and Shareholder shall have entered into a lease agreement for Purchaser's lease of the Leased Real Property, substantially in the form annexed hereto as Exhibit 5(b)(vi) (**Lease Agreement"**).

(c) The obligation of Seller and Shareholder to close the transactions contemplated by this Agreement is subject to the fulfillment of all of the following conditions on or prior to the Closing Date, upon the non-fulfillment of any of which this Agreement may, at the option of Seller and Shareholder, be terminated pursuant to and with the effect set forth in Section 19: (i) the representations and warranties contained in Section 8 shall be true and correct as of the date of this Agreement and as of the Closing Date as though then made and as though the Closing Date was substituted for the date of this Agreement throughout such representations and warranties (except, in each case, to the extent such representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of the specified date); (ii) all obligations of Purchaser to be performed hereunder through and including the Closing Date (including all obligations that Purchaser would be required to perform at the Closing if the transactions contemplated by this Agreement were consummated) shall have been fully performed; (iii) during the period from the date of this Agreement to the Closing Date, there shall not have occurred, and there shall not exist on the Closing Date, any condition or fact that, individually or in the aggregate, has had or would reasonably be expected

to result in a material adverse effect on Purchaser; (v) Purchaser and Shareholder shall have entered into an employment agreement, substantially in the form annexed hereto as Exhibit 5(b)(v); (vi) Purchaser and Shareholder shall have entered into a lease agreement for Purchaser's lease of the Leased Real Property, substantially in the form annexed hereto as Exhibit 5(b)(vi).

6. Accounts Receivable; Closing Balance Sheet. Purchaser shall collect Accounts Receivable set forth in Schedule 6 as agent for Seller following the Closing. Purchaser shall remit to bank accounts designated by Seller such Accounts Receivable within ten Business Days following Purchaser's receipt

7. Representations and Warranties of Seller and Shareholder. Each of Seller and Shareholder represents and warrants to Purchaser on a joint and several basis that the statements set forth in this Section 7 are true and correct as of the date hereof and shall be true as of the Closing. All such representations and warranties are made subject to the items and exceptions noted in Schedule 7. No disclosure in any particular section of Schedule 7 (including the listing of a document or item in any section) shall be adequate to disclose an exception to a representation or warranty in any other portion of this Section 7.

(a) Organization, Existence and Good Standing. Seller has been duly incorporated, validly exists and is in good standing under the Laws of the Commonwealth of Massachusetts. Seller has full corporate power and authority to own all of its properties and assets and to carry on the Business as presently conducted. Seller owns all of its property, except for the Leased Real Property. Seller has qualified as a foreign corporation and is in good standing in the State of _____. Seller is not required to qualify as a foreign corporation or other applicable organization in any other jurisdiction. Shareholder beneficially and of record holds 100% of the issued and outstanding Equity Interests in Seller.

(b) Power and Authority. Seller has full corporate power and authority to execute and deliver each of the Transaction Documents to be executed or delivered by Seller and to perform all acts necessary to effect the transactions contemplated herein and therein. Shareholder has full legal capacity to execute and deliver each of the Transaction Documents to be executed or delivered by Shareholder and to perform all acts necessary to effect the transactions contemplated herein and therein. The execution and delivery of each of the Transaction Documents to be executed or delivered by Seller and the consummation by Seller of the transactions contemplated in this Agreement have been duly and validly approved by the directors and stockholders of Seller, in compliance with all applicable Laws and the Governing Documents of Seller.

(c) Enforceability. Each of the Transaction Documents to be executed and delivered by Seller and Shareholder has been duly authorized and, as of the Closing Date, will have been executed and delivered by each of Seller and Shareholder and constitutes or will, as of the Closing Date, constitute a legal, valid and binding agreement of each of Seller and Shareholder, enforceable against Seller and Shareholder in accordance with its terms, except to the extent enforcement may be affected by Laws relating to bankruptcy, reorganization, insolvency and creditors' rights.

(d) Consents; Non-contravention. Except to the extent set forth on Schedule 7(d), neither Seller nor Shareholder is required to give any notice to, make any filing with or obtain any authorization, consent, order or approval of any Person (including any Governmental Authority) in connection with the execution and delivery of the Transaction Documents or the consummation of the transactions contemplated herein and therein. Except to the extent set forth on Schedule 7(d), neither the execution nor the delivery of the Transaction Documents, nor the consummation of the transactions contemplated herein and therein: (i) will conflict with or violate any provision of the Governing Documents of Seller; (ii) will conflict with, result in a breach of, constitute a default under, result in the

acceleration of, or constitute an event creating rights of acceleration, termination, modification or cancellation under any Contract or Permit to which Seller is a party, is subject or is otherwise bound; (iii) will violate any Law or Order to which Seller, Shareholder or any of their respective assets or businesses is subject or otherwise bound; or (iv) will result in the creation or imposition of any Lien upon any of the Purchased Assets.

(e) Financial Statements. Schedule 6(e) contains true, correct and complete copies of the internal unaudited balance sheet, income statement and cash flow statement of Seller as of and for the year ended DATE (the "**Annual Financial Statements**"), as well as the internal unaudited balance sheet, income statement and cash flow statement of Seller as of and for the six-month period ended DATE (the "**Interim Financial Statements**" and, together with the Annual Financial Statements, the "**Financial Statements**"). The Financial Statements present fairly, in all material respects, the financial position of Seller as of the dates thereof and the results of operations and cash flows of Seller for the periods covered by such statements. The Financial Statements have been prepared from, and are consistent with, the financial books and records of Seller, which financial books and records have been prepared and maintained in accordance with Generally Accepted Accounting Principles ("**GAAP**") consistently applied through the periods covered thereby (the "**Accounting Principles**"), and the financial books and records of Seller properly reflect all of the transactions entered into by Seller.

(f) Liabilities. Except as set forth in the Financial Statements or on Schedule 7(f), Seller has no Liabilities which would be required to be disclosed as a liability on a balance sheet prepared in accordance with the Accounting Principles. To Seller's knowledge, Seller has no outstanding Liability that relates to or has arisen out of a breach of contract, breach of warranty, tort or infringement by or against Seller or Shareholder or any claim or lawsuit involving Seller or Shareholder. Seller has no unsatisfied charitable pledges or commitments. Except as listed on Schedule 7(f), Seller has no Liabilities related to any Indebtedness of any Person.

(g) Title of Assets. Except as set forth on Schedule 7(g), Seller has good and valid title to, or a valid leasehold interest in, all of the Purchased Assets, in each case free and clear of all Liens. No unreleased mortgage, trust deed, chattel mortgage, security agreement, financing statement or other instrument encumbering any of the Purchased Assets has been recorded, filed, executed or delivered.

(h) Condition of Assets. The Purchased Assets are in good operating condition and repair, normal wear and tear excepted, are suitable for the uses intended therefor, are free from any latent defects and have been maintained in accordance with normal industry practice. The Purchased Assets include all of the assets that are used in the Business as presently conducted, are adequate to conduct the Business as presently conducted, and will be adequate to enable Purchaser to continue to conduct the Business immediately following the Closing in the same manner as presently conducted.

(i) Inventory. Subject to reserves for slow-moving and obsolete Inventory reflected on the balance sheet included in the Financial Statements, all of the Inventory is current and usable in the ordinary course of business. All reserves with respect to the Inventory were established in the ordinary course of business consistent with past practices. With the exception of items of below standard quality that have been written down to their estimated net realizable value, the Inventory is free from defects in materials and workmanship. The supply of the Inventory and the product mix of the Inventory is not excessive or out of balance in relation to the experience of the Business during the past year and is consistent with Seller's expectations of the post-closing demands of the Business.

(j) Accounts Receivable. All of the accounts receivable reflected on the balance sheet included in the Interim Financial Statements have arisen from bona fide transactions in the ordinary course of business consistent with past practices and, to the extent not previously collected, are to Seller's knowledge fully collectible, net of the allowance for doubtful accounts reflected in the Interim Financial

Statements, in the ordinary course of business in accordance with their terms and assuming collection practices and procedures consistent with those historically used by Seller. None of these accounts receivable is subject to any counterclaim or setoff that has not been taken into account in the Interim Financial Statements. All reserves, allowances and discounts with respect to these accounts receivable were and are adequate and consistent with the reserves, allowances and discounts previously maintained by Seller with respect thereto.

(k) Insurance. All insurance policies of Seller are in full force and effect. All outstanding premiums with respect to such insurance policies have been paid in full. Neither Seller nor Shareholder has received any notice from any insurance carrier issuing such insurance policies to the effect that insurance rates will be substantially increased or that no renewal of an existing insurance policy will be offered to Seller or that a material alteration of any owned or leased personal or real property, purchase of additional equipment or material modification of the methods of doing business of Seller will be required or is suggested.

(l) Taxes. Except as listed on Schedule 7(l), Seller and Shareholder have timely filed all federal, state, local and foreign income, information and other Tax Returns that were required to be filed on or prior to the Closing Date. All such Tax Returns comply with all applicable Laws and correctly reflect all facts regarding the income, Business, assets, operations, activities, status and other matters of and information regarding Seller required to be shown thereon. No issues have been raised by or are currently pending with any Governmental Authority with respect to any such Tax Return. No extension of time to file any such Tax Return has been requested from or granted by any Governmental Authority. Seller and Shareholder have timely paid all Taxes imposed in respect of Seller, whether to Governmental Authorities or other Persons (as, for example, under tax allocation agreements), with respect to all taxable periods or portions of periods ending on or before the Closing Date, other than Taxes that are not yet due and payable and Taxes that are being contested in good faith. Seller and Shareholder have not been the subject of any audit or investigation by any Governmental Authority. No claim has ever been made by any Governmental Authority in a jurisdiction where Seller does not file Tax Returns that Seller or Shareholder is or may be subject to taxation by that jurisdiction. All Taxes required to be withheld by or on behalf of Seller in connection with amounts paid or owing to any Person have been properly withheld, and all such Taxes have been duly and timely paid to the proper Governmental Authorities, and Seller has maintained complete, correct and up-to-date records that comply with all applicable Tax Laws with respect to such withholdings. Seller has never been a member of an affiliated group of corporations within the meaning of Section 1504 of the Code. Seller has been at all times an S corporation within the meaning of Code Sections 1361 and 1362. Seller has not, within the past five years, acquired assets from another corporation in a transaction in which Seller's Tax basis for the acquired assets was determined, in whole or in part, by reference to the Tax basis of the acquired assets (or any other property) in the hands of the transferor, or acquired the stock of any corporation that is a qualified Subchapter S subsidiary.

(m) Conduct of Business. Except as set forth on Schedule 7(m), since the date of the balance sheet included in the Annual Financial Statements, Seller has not: (i) amended its Governing Documents; (ii) made any change in its authorized Equity Interests or issued any Equity Interests or issued or become a party to any subscriptions, warrants, rights, options, convertible securities or other agreements or commitments of any character relating to its issued or unissued Equity Interests, or granted any stock appreciation or similar rights, or paid or declared any dividends or other distributions on its securities of any class, or purchased or redeemed any of its securities of any class; (iii) sold or transferred any portion of its assets or property, except for sales of inventory, dispositions of obsolete equipment and transfers of cash in payment of accrued expenses and accounts payable due and owing, all in the ordinary course of business consistent with past practices; (iv) mortgaged, pledged or imposed any Lien upon any portion of its assets or property; (v) suffered any material loss, or any material interruption in use, of any assets or property (whether or not covered by insurance); (vi) borrowed any money or issued any bonds,

debentures, notes or other corporate securities evidencing money borrowed, other than in the ordinary course of business under existing revolving lines of credit, consistent with past practices; (vii) paid off any Indebtedness or other Liability, or discharged any Lien, other than in the ordinary course of business consistent with past practices; (viii) made any capital expenditure in an amount that exceeds $10,000, or any capital expenditures in an aggregate amount that exceeds $10,000, or delayed or postponed the making of any capital expenditure or the repair or maintenance of any assets (whether on account of the transactions contemplated in this Agreement or otherwise); (ix) made any increase in the bonus, salary or other compensation or fringe benefits of any officer or employee of Seller, or instituted or made any amendment to any employee benefit program or fringe benefit program with respect to the employees of Seller, or hired or terminated any employee who has an annual salary or wages in excess of $50,000, or entered into or modified any written employment agreement with any Person, or made any loans or advances to any employees; (x) directly or indirectly paid or incurred any management, investment advisor or consulting fees to any officer, director, shareholder or Affiliate of Seller; (xi) entered into, modified in any material respect or terminated any Assigned Contract, or taken any act or omitted to take any act, or permitted any act or omission to occur, that caused or would reasonably be expected to cause a breach by Seller of any of the Assigned Contracts, or made any material change in the manner in which Seller markets its services, or entered into any franchise, distributorship, sales representative, joint venture or similar agreement; (xii) made any material change in the policies or practices with respect to Seller's working capital, including the recording or payment of accounts payable and accrued expenses, the recording or collection of accounts receivable and other receivables, the use or replenishment of inventory, or any acceleration or deferral of the recordation, payment, collection, use or replenishment of any of the foregoing (whether on account of the transactions contemplated in this Agreement or otherwise); (xiii) waived any right or canceled or compromised any debt or claim in any material respect, other than in the ordinary course of business consistent with past practices; (xiv) made any material change in the manner in which Seller extends discounts or credits to customers or otherwise deals with customers, or made any material change in its cash management policies or practices or in its accounting methods, principles or practices; (xv) settled or compromised, or agreed to settle or compromise, any material claim; (xvi) failed to comply with any applicable Law; or (xvii) without limitation by the enumeration of any of the foregoing, entered into any material transaction or operated the Business, in each case other than in the ordinary course of business consistent with past practices.

(n) Contracts. Item 10 of Schedule 2-A contains a true, correct and complete list of each Contract to which Seller is a party or otherwise bound which is included in the Purchased Assets (each an "**Assigned Contract**" and, collectively, the "**Assigned Contracts**"). Except as set forth on Schedule 7(n), all of the Assigned Contracts are in full force and effect and are valid and enforceable in accordance with their terms. Seller and each other Person that is a party to any Assigned Contract is in compliance with the terms and requirements of each Assigned Contract. Neither Seller nor Shareholder has received any written or oral notification from any party to any of the Assigned Contracts alleging any violation of any Assigned Contract or Law by Seller. No event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with or result in a violation or 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 to cancel, terminate or modify, any Assigned Contract. There are no renegotiations, attempts to renegotiate or outstanding rights to negotiate any amount to be paid or payable to or by Seller under any Assigned Contract other than with respect to non-material amounts under negotiation in the ordinary course of business consistent with past practices, and, except as Seller has requested permission to assign an Assigned Contract, no Person has made any demand for renegotiation of any Assigned Contract. Seller has not released or waived any of its rights under any Assigned Contract. Seller has provided to Purchaser a true, correct and complete copy of each Assigned Contract, together with all amendments, waivers and other changes thereto.

(o) Permits. Schedule 7(o) contains a true, correct and complete list of, and Seller possesses, all Permits that are required in order for Purchaser to conduct the Business as presently conducted and, to Seller's knowledge, as presently proposed to be conducted. Seller has delivered true, correct and complete copy of each Permit to Purchaser. All of the Permits are in full force and effect. Seller has complied with, is in compliance with, and has at all times operated its business and maintained its assets in compliance with all terms and requirements of the Permits and applicable Laws. Neither Seller nor Shareholder has received any written or oral notification from any Governmental Authority or other Person alleging a violation of any Permit by Seller. No event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with or result in a violation or breach of, or give any Person the right to cancel, terminate, revoke or modify any Permit. There are no Proceedings pending or threatened against Seller to cancel, terminate, revoke or modify any Permit. Seller has not released or waived any of its rights under any Permit.

(p) Compliance with Laws; Litigation. Except as set forth on Schedule 7(p), at all times Seller has complied with and operated the Business and maintained its assets in compliance with all applicable Laws and Orders. Neither Seller nor Shareholder has received any notification from any Governmental Authority or other Person alleging any violation of any Law or Order by Seller or Shareholder. To Seller's knowledge, no event has occurred or circumstance exists that (with or without notice or lapse of time) could reasonably be expected to cause Seller to be in violation of any Law or Order. There have not been any Proceedings of any kind or nature pending or, to Seller's knowledge, threatened against Seller or Shareholder. Neither Seller nor Shareholder is a party to, or otherwise bound by, any Order or other agreement entered into in connection with any Proceeding. There are no facts that, if known by a potential claimant or Governmental Authority, would give rise to any Proceeding that, if asserted or conducted with results unfavorable to Seller or Shareholder or any of the officers, directors, employees or Affiliates of Seller, could reasonably be expected to result in a material liability of Seller (whether or not covered by insurance).

(q) Real Property. Seller has no, and has never had any ownership interest in, any Owned Real Property. The only Leased Real Property of Seller is that certain real property commonly known ADDRESS. The Leased Real Property is leased to Seller pursuant to a written lease, a true, correct and complete copy of which has been previously delivered to Purchaser, and all such written lease is valid, binding and in full force and effect. Seller has not subleased any portion of the Leased Real Property. The Leased Real Property is not subject to any leases or tenancies of any kind, except for the lease of Seller. All options in favor of Seller to extend the terms of the leases or to purchase the Leased Real Property, if any, are valid, binding in full force and effect. The Leased Real Property constitutes all real property and improvements leased by Seller. The Leased Real Property is used in a manner consistent in all respects with and permitted by applicable zoning ordinances and other Laws without special use approvals or permits, and is served by all water, sewer, electrical, telephone, drainage and other utilities required for normal operations of the Business, and is not in possession of any adverse possessors, and is in good condition and repair (normal wear and tear excepted) and requires no work or improvements to bring it into compliance with all applicable Laws or to repair or maintain the improvements thereon. None of the utility companies serving any of the Leased Real Property has threatened Seller with any reduction in service. There are no condemnation or other taking Proceedings pending or threatened with respect to any portion of the Leased Real Property. There are no tax assessments pending or threatened with respect to any portion of the Leased Real Property. There are no challenges or appeals pending or threatened regarding the amount of the real estate Taxes on, or the assessed valuation of, the Leased Real Property, and no special arrangements or agreements exist with any Governmental Authority with respect thereto.

(r) Environmental Matters. At all times Seller has complied with and has operated the Business and maintained its assets in compliance with all applicable Environmental Laws. Neither

Seller nor Shareholder has received any notification from any Governmental Authority or other Person alleging any violation of any Environmental Law. No event has occurred or circumstance exists that (with or without notice or lapse of time) could reasonably be expected to cause Seller to be in violation of any applicable Environmental Law. There is no Environmental Claim pending or threatened against Seller. No Hazardous Substances have been used, generated, treated, stored, transported, disposed of or handled by Seller or, to Seller's knowledge, any other Person, or to Seller's knowledge otherwise exist on, under or about any of the Leased Real Property or any other real property formerly owned or leased by Seller in violation of Environmental Laws. There has been no Release of Hazardous Substances at, on, under, in, to or from any of the Leased Real Property or any other real property formerly owned or leased by Seller in amounts that may give rise to an Environmental Claim. There has been no Release of Hazardous Substances at, on, under, in or from any other real property that has migrated or is migrating to, on or under the Leased Real Property. None of the Leased Real Property is currently listed on the National Priorities List or the Comprehensive Environmental Response, Compensation and Liability Information System, both promulgated under the CERCLA or any comparable list in maintained by the Commonwealth of Massachusetts. Seller has not received any notice from any Person with respect the Leased Real Property of potential or actual liability or a request for information from any Person under or relating to CERCLA or any comparable Law. True, correct and complete copies of all material environmental assessments, audit reports and similar studies or analyses relating to any real property currently or formerly owned or leased by Seller that are in the possession, custody or control of Seller, Shareholder or any of Seller's consultants or representatives have been provided to Purchaser.

(s) Intellectual Property. All of Seller's Intellectual Property is either owned by Seller, free and clear of any and all Liens, or validly licensed to Seller pursuant to written agreements. Schedule 7(s) contains a true, correct and complete list of all of the Registered Intellectual Property and includes (i) details of all due dates for further filings, maintenance and other payments or other actions falling due in respect of such Intellectual Property within twelve (12) months following the Closing Date; and (ii) the current status of the corresponding registrations, filings, applications and payments (including the jurisdictions in which such filings have been made and the registration or application numbers identifying such Intellectual Property). All fees, payments and filings due as of the Closing Date with respect to all of the Registered Intellectual Property have been duly made, and the due dates specified in Schedule 7(s) are true, correct and complete. All of the Registered Intellectual Property is subsisting, valid and in full force and effect and has not expired or been cancelled or abandoned. All of Seller's Intellectual Property Licenses are in full force and effect and are valid and enforceable in accordance with their terms. Seller is in compliance with all terms and requirements of such Intellectual Property Licenses. The conduct of the Business as currently conducted and the exercise of the rights of Seller relating to its Intellectual Property do not infringe upon, misappropriate or otherwise violate the intellectual property rights or other proprietary rights of any Person (including any right to privacy or publicity) or constitute unfair competition or trade practices under the Laws of any jurisdiction where Seller currently conducts the Business. Neither Seller nor Shareholder has received notice of any claims of any Persons relating to the scope, ownership or use of any of the Intellectual Property. No Person is misappropriating, infringing, diluting or otherwise violating any of the Intellectual Property owned by Seller. No Intellectual Property or other proprietary right misappropriation, infringement, dilution or violation Proceedings have been brought against any Person by Seller. All the Intellectual Property is fully transferable, alienable or licensable by Seller without restriction and without payment of any kind to any Person. Seller has not licensed or sublicensed its rights in any of the Intellectual Property or received or granted any such rights, other than pursuant to Intellectual Property Licenses.

(t) Employee Benefit Plans. Schedule 7(t) contains a true and complete list of all Benefit Plans, including any Multiemployer Plans. With respect to each Benefit Plan: (i) such Benefit Plan was properly and legally established; (ii) such Benefit Plan is, and at all times since inception has been maintained, administered, operated and funded in accordance with its terms and in compliance with

all applicable provisions of all applicable Laws, including, without limitation, ERISA and the Code; (iii) Seller, each ERISA Affiliate, and each other Person (including each fiduciary of such Benefit Plan) have properly performed all of their duties and obligations (whether arising by operation of Law, by contract or otherwise) under or with respect to such Benefit Plan, including, without limitation, all fiduciary, reporting, disclosure, and notification duties and obligations; (iv) all returns, reports (including, without limitation, all Form 5500 annual reports, together with all schedules and audit reports required with respect thereto), notices, statements, summary plan descriptions and other disclosures relating to such Benefit Plan required to be filed with any Governmental Authority or provided to any Benefit Plan participant (or the beneficiary of any such participant) have been properly filed or provided on or before their respective due date and are accurate in all material respects; (v) none of Seller, any ERISA Affiliate or any fiduciary of such Benefit Plan has engaged in any transaction or acted or failed to act in a manner that violates the fiduciary requirements of ERISA or any other applicable Law; (vi) no transaction or event has occurred or is threatened or about to occur (including, without limitation, any of the transactions contemplated in or by this Agreement) that constitutes or could constitute a prohibited transaction under Section 406 or 407 of ERISA or under Section 4975 of the Code for which an exemption is not available; (vii) all contributions, premiums and other payments due or required to be paid by Seller to (or with respect to) such Benefit Plan have been paid on or before their respective due dates, or, if not yet due, have been accrued as a Liability on the Financial Statements; and (viii), except as stated in Section 7(t)(vii), neither Seller nor any ERISA Affiliate has incurred, and there exists no condition or set of circumstances in connection with which Seller, any ERISA Affiliate or Purchaser could incur, directly or indirectly, any liability or expense under ERISA, the Code or any other applicable Law, or pursuant to any indemnification or similar agreement, with respect to such Benefit Plan. Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and its related trust and/or group annuity contract is exempt from taxation under Section 501(a) of the Code. Each Benefit Plan that is subject to COBRA has been administered, at all times since its inception and in all material respects, in compliance with such requirements. Seller is not a party to, or otherwise bound by, any Contract or plan that has resulted or would result, separately or in the aggregate, whether on account of the execution of this Agreement, the consummation of the transactions contemplated by this Agreement, or otherwise, in the payment of any "excess parachute payments" within the meaning of Section 280G of the Code. Each Benefit Plan that is a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code) satisfies in form and operation the requirements of Sections 409A(a)(2), 409A(a)(3) and 409A(a)(4) of the Code and the guidance thereunder (and has satisfied such requirements for the entire period during which Section 409A of the Code has applied to such Benefit Plan), and no additional tax under Section 409A(a)(1)(B) of the Code has been or could be incurred by a participant in any such Benefit Plan. Except as set forth in Schedule 7(t), no director, officer or employee of Seller is entitled to any transaction bonuses, change-in-control payments, severance rights, deferred compensation payments, withdrawal liability under Multiemployer Plans and similar obligations that are triggered by the transactions contemplated in this Agreement. Except as set forth in Schedule 7(t), all employee bonus payments earned for the most recently completed fiscal year have been paid in full to each employee of Seller.

(u) Employee Relations. To Seller's knowledge, no officer or other key employee of Seller intends to terminate employment with Seller prior to the Closing. Except to the extent such employee is listed in Schedule 7(u), each of Seller's employees intends to become a Transferred Employee (as defined in Section 9). There is not presently any pending or threatened any: (i) strike, slowdown, picketing, work stoppage or employee grievance process affecting Seller; (ii) charge, grievance, Proceeding or other claim against or affecting Seller relating to the alleged violation of any Law pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission or any comparable Governmental Authority; (iii) labor or employment dispute against or affecting Seller; or (iv) application for certification of a collective bargaining agent with respect to the

employees of Seller. Seller is in compliance in all respects with the United States Immigration Reform and Control Act. No event has occurred or circumstances exist that could provide the basis for any work stoppage or other labor dispute with respect to Seller. There is no lockout of any employees of Seller, and no such action is contemplated by Seller. The employment of each of Seller's employees is terminable at will without cost to Seller, except for payments required under the Benefit Plans and the payment of accrued salaries, wages, commissions and vacation pay. No employee or former employee has any right to be rehired by Seller prior to their hiring a Person not previously employed by Seller. There are no outstanding loans between Seller and any of its employees. Seller has not given any assurances to any of the employees of Seller as to the continuation, introduction, increase or improvement of any terms and conditions, remuneration, benefits or other bonus or incentive scheme, except as set forth in Schedule 7(u).

(v) Customers and Suppliers. Except as listed on Schedule 7(v), no customer or supplier of Seller has indicated that such Person intends to terminate its business relationship with Seller or that it intends to limit or alter its business relationship with Seller in any material respect (including without limitation with respect to pricing, volume or other terms of purchase). Except as listed on Schedule 7(v), Seller has no knowledge of any past or present fact, situation, circumstance, status, condition, occurrence, event or transaction that could reasonably be anticipated to cause or result in the termination, limitation or alteration of the business relationship between any such customer or supplier and Seller.

(w) Commercial Bribery and Fraud. Neither Seller, Shareholder, nor any of Seller's current or former officers, directors, employees, agents or representatives has, directly or indirectly: (i) engaged in any fraud or other scheme to deceive any customer or supplier of Seller or any other Person with whom Seller does business; or (ii) made any bribe, kickback or other unrecorded payment to any Person seeking to influence any action or inaction by such Person, or to obtain favorable treatment in securing business or other special concessions from such Person or the Business or government that such Person represents or that employs such Person, or to obtain any illegal payments or other consideration from such Person or the Business or government that such Person represents or that employs such Person.

(x) Related Parties Transactions. Seller has not entered into any Contracts or other business relationships with any Related Party other than normal employment arrangements, Benefit Plans and the Contracts and relationships described in Schedule 7(x). Seller does not owe any amount from or to any Related Party (excluding employee compensation and other ordinary incidents of employment). No property or interest in any property that relates to and is or will be necessary or useful in the present or currently contemplated future operation of the Business, is presently owned by or leased by or to any Related Party. None of Seller, Shareholder or any Related Party has an interest, directly or indirectly, in any business, corporate or otherwise, that is in competition with the Business.

(y) Brokers. Except as described in Schedule 7(y), neither Seller nor Shareholder nor any of their respective Affiliates has dealt with any Person who is entitled to a broker's commission, finder's fee, investment banker's fee or similar payment from Purchaser or Seller for arranging the transactions contemplated by this Agreement or introducing the parties to each other.

(z) No Omissions. The representations and warranties of Seller and Shareholder in this Agreement, and all representations, warranties and statements of Seller and Shareholder contained in any schedule, financial statement, exhibit, list or document delivered pursuant hereto or in connection herewith, do not contain any untrue statement of material fact and do not omit to state a material fact necessary in order to make such representations, warranties and statements not misleading.

8. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller and Shareholder that the statements set forth in this Section 8 are true and correct as of the date hereof and as of the Closing.

(a) Organization, Existence and Good Standing. Purchaser has been duly formed, validly exists and is in good standing under the Laws of its jurisdiction of formation. Purchaser has full power and authority to own all of its properties and assets and to carry on its business as presently conducted and as presently proposed to be conducted, and is qualified as a foreign limited liability company and is in good standing in all jurisdictions where the nature of its business or the nature and location of its assets requires such qualification. _____ LLC, a Delaware limited liability company, beneficially and of record holds one hundred percent (100%) of the issued and outstanding Equity Interests in Purchaser.

(b) Power and Authority. Purchaser has full limited liability company power and authority to execute, deliver and perform each of the Transaction Documents to be executed or delivered by Purchaser in connection with the transactions contemplated herein and therein. The execution and delivery of each of the Transaction Documents to be executed or delivered by Purchaser and the consummation by Purchaser of the transactions contemplated in this Agreement have been duly and validly approved by the managers and members of Purchaser, in compliance with applicable Laws and the Governing Documents of Purchaser.

(c) Enforceability. Each of the Transaction Documents to be executed and delivered by Purchaser has been duly authorized and, as of the Closing Date, will have been executed and delivered by Purchaser and constitutes or will, as of the Closing Date, constitute a legal, valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent enforcement may be affected by Laws relating to bankruptcy, reorganization, insolvency and creditors' rights.

(d) Purchaser is not required to give any notice to, make any filing with or obtain any authorization, consent, order or approval of any Person (including any Governmental Authority) in connection with the execution and delivery of the Transaction Documents or the consummation of the transactions contemplated herein and therein. Neither the execution and delivery of the Transaction Documents, nor the consummation of the transactions contemplated herein and therein: (i) will conflict with or violate any provision of the Governing Documents of Purchaser; (ii) will conflict with, result in a breach of, constitute a default under, result in the acceleration of, or constitute an event creating rights of acceleration, termination, modification or cancellation under any Contract to which Purchaser is a party, subject or otherwise bound; or (iii) will violate any Law or Order to which Purchaser or any of its assets or businesses is subject or otherwise bound.

(e) Brokers. Neither Purchaser nor any of its Affiliates has dealt with any Person who is entitled to a broker's commission, finder's fee, investment banker's fee or similar payment for arranging the transactions contemplated by this Agreement or introducing the parties to each other.

9. Employees. Purchaser shall be entitled to offer employment, effective on the Closing Date, to SELLER NAME(S) and each of the other employees employed by Seller immediately prior to the Closing (the employees who accept such employment and commence employment on the Closing Date, the "**Transferred Employees**"), on terms mutually acceptable to Purchaser and the Transferred Employees. Purchaser and Seller intend that the transactions contemplated by this Agreement should not constitute a separation, termination or severance of employment of any Transferred Employee, including for purposes of any Benefit Plan that provides for separation, termination or severance benefits and that each such employee will have continuous employment immediately before and immediately after the Closing. Seller shall be liable and hold the Purchaser harmless for any claims relating to the employment

of any Transferred Employee in connection with such employee's employment by Seller or participation in any prior Benefit Plan of Seller. Effective as of the Closing, the Transferred Employees shall cease active participation in any Benefit Plans. Seller shall remain liable for all eligible claims for benefits under the Benefit Plans that are incurred prior to the Closing Date. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability and workers' compensation insurance benefits, on the event giving rise to such benefits; (ii) medical, vision, dental and prescription drug benefits, on the date the applicable services, materials or supplies were provided; and (iii) long-term disability benefits, on the eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable employee participates.

10. Restrictive Covenants.

(a) In consideration of the benefits of this Agreement to Seller and Shareholder and in order to induce Purchaser to enter into this Agreement, each of Seller and Shareholder hereby covenants and agrees that, from and after the Closing and until the fifth anniversary of the Closing Date, neither Seller, Shareholder nor any of their respective Affiliates, whether directly or indirectly as a partner, stockholder, member, proprietor, employee, consultant, joint venturer, investor or in any other capacity, shall take any of the following actions:

i. engage in, own, manage, operate or control, or participate in the ownership, management, operation or control of, any business or entity that is in direct competition with Purchaser or the Business and that is located anywhere in the Restricted Territory; *provided* that nothing herein shall prohibit Shareholder from owning, in the aggregate, not more than one percent (1%) of any class of securities of a publicly traded entity in any of the foregoing lines of business so long as neither Shareholder nor any of his Affiliates participates in any way in the management, operation or control of such entity;

ii. solicit or attempt to solicit or take any actions calculated to persuade (or that could reasonably be expected to cause) any Person who is or has been a customer, supplier or any other business relation of Seller prior to or after the Closing to cease doing business with, or to alter or limit its business relationship with the Business or Purchaser; or

iii. hire or solicit to perform services (as an employee, consultant or otherwise) any Person who is or, within the 12-month period immediately preceding any action of Seller, Shareholder or any of their respective Affiliates was, an employee of Seller or Purchaser, or take any actions intended to persuade any employee of Seller or Purchaser to terminate his or her association with Purchaser.

(b) Each of the Parties acknowledges that the relevant public policy aspects of the covenants contained in this Section 10 have been discussed, and that every effort has been made to limit the restrictions placed upon Seller, Shareholder and their respective Affiliates to those that are reasonable and necessary to protect Purchaser's legitimate interests. Each of Seller and Shareholder agrees that the covenants contained in Section 10 are reasonable with respect to duration, geographical area and scope. Each of Seller and Shareholder further acknowledges that the covenants in Section 10 are a material inducement for Purchaser to enter into this Agreement. If any covenant in Section 10 is held to be unreasonable, arbitrary, or against public policy, such covenant will be considered to be divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, or not against public policy, will be effective, binding, and enforceable against Seller, Shareholder and their respective Affiliates. Each of Seller and Shareholder acknowledges that a breach or threatened breach of any of the covenants contained in this Section 10 may give rise to irreparable harm to Purchaser for which monetary damages may not be an adequate remedy; and that in the event of a breach or threatened breach of any such covenants, then, in addition to any and all other rights and remedies that may be available to it in respect of such breach, Purchaser will be entitled to seek equitable relief, including a temporary

restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction. Each of Seller and Shareholder acknowledges that if it is judicially determined that Seller or Shareholder has violated any of their respective obligations under this Section 10, then the period applicable to each obligation that has been determined to have violated shall automatically toll from the date of the first breach, and all subsequent breaches, until resolution of the breach through private settlement, judicial or other action, including all appeals.

(c) In consideration of the benefits of this Agreement to Seller and Shareholder and in order to induce Purchaser to enter into this Agreement, each of Seller and Shareholder hereby covenants and agrees that, from and after the Closing, each of Seller, Shareholder and their respective Affiliates shall not, directly or indirectly, disclose to any Person, or use for their own benefit or the benefit of any other Person, any information regarding the Purchased Assets or the Assumed Liabilities, including without limitation the contents of this Agreement and the transactions contemplated herein; *provided* that the foregoing obligations shall not apply to information that: (i) is or becomes generally available to the public without breach of any of the provisions of this Agreement; or (ii) is required to be disclosed by Law or Order of a court or other Governmental Authority; *provided* that in any such case, Seller or Shareholder shall notify Purchaser as early as reasonably practicable prior to disclosure to allow Purchaser to take appropriate measures to preserve the confidentiality of such information. For the avoidance of doubt, each of Seller and Shareholder may disclose the items contained in this Section 10(e) to their respective attorneys, financial advisers and accountants and may use such information to comply with their obligations hereunder and to enforce their rights hereunder; *provided* that disclosing information to attorneys, financial advisers and accountants pursuant to the previous clause shall in no event excuse or relieve Seller or Shareholder from any liability resulting from a subsequent disclosure by such attorneys, financial advisers or accountants unrelated to Seller's and Shareholder's compliance with their obligations hereunder or enforcement of their rights hereunder.

11. Indemnification. In the event of any breach of any representations, warranties, covenants and agreements set forth herein or in a Transaction Document, all Damages shall be determined without giving effect to or taking into account any "materiality" or "material adverse effect" qualifications. The representations, warranties, covenants and agreements contained in this Agreement and in any Transaction Document shall survive the Closing (and none shall merge into any instrument of conveyance), regardless of any investigation or lack of investigation by any of the Parties. If an Indemnified Party wishes to seek indemnification for a claim based on an alleged breach of any representation or warranty (other than the Extended Representations), the Indemnified Party must deliver notice of such claim to the Indemnifying Party on or before the fourth anniversary of the Closing. If an Indemnified Party wishes to seek indemnification for a claim based on an alleged breach of any of the Extended Representations or any covenant or agreement set forth in this Agreement or in any Transaction Document, the Indemnified Party must deliver notice of such claim to the Indemnifying Party on or before the date immediately following the expiration of the applicable statute of limitations with respect to the subject matter of the applicable Extended Representation or covenant or agreement.

(a) *Indemnification Obligations of Seller and Shareholder*. Each of Seller and Shareholder agrees to indemnify, defend, protect and hold harmless (on a joint and several basis) Purchaser and its Affiliates and each of their respective directors, managers, officers, members, shareholders, partners, employees, agents, representatives, successors and assigns (collectively, the "**Purchaser Indemnified Parties**") for, from and against any and all Damages sustained or incurred by any Purchaser Indemnified Party to the extent caused by, arising out of, resulting from or attributable to the occurrence of: (i) any inaccuracy in or breach of any representation and warranty made by Seller and/or Shareholder herein or in any Transaction Document delivered to Purchaser, in each case without giving effect to any "materiality" or "material adverse effect" qualifications therein; (ii) any breach by Seller or Shareholder of, or any failure of Seller or Shareholder to comply with, any of the covenants or

other obligations herein or in any Transaction Document; (iii) any Excluded Liability (including any Indebtedness or Taxes of Seller); (iv) any action or omission of Seller or Shareholder occurring on or before the Closing Date, including the operation of the Business on or before the Closing Date; (v) any Taxes that are not paid or indefeasibly satisfied as of the Closing Date and that are imposed with respect to the Business regarding (1) any taxable period ending on or before the Closing Date, or (2) the pre-Closing portion of any taxable period that begins before, and ends after, the Closing Date, in each case to the extent the Liability for such Taxes exceeds the accrual for such Taxes contained in the Financial Statements; and (vi) any Environmental Claim, regardless of when such Environmental Claim arises, arising out of, based on or resulting from any activities, events, conditions or occurrences prior to the Closing Date with respect to the Business, or any of the assets that have been used in the conduct of the Business, or Leased Real Property.

(b) *Limitations on Seller and Shareholder Indemnification Obligations*. Seller's and the Shareholder's obligations pursuant to the provisions of Section 11(a) are subject to the following limitations:

(i) The Purchaser Indemnitees shall not be entitled to recover under Sections 11(a)(i), 11(a)(iii), 11(a)(iv) and 11(a)(v) until the total amount of Damages that Purchaser Indemnitees would recover under Section 11(a)(i) exceeds $10,000 (the "**Basket**"). Once the total amount of Damages that the Purchaser Indemnitees would recover under such Sections exceeds the Basket, the Purchaser Indemnitees shall be entitled to recover all such Damages in excess of the Basket. The foregoing limitation shall not apply to recovery under Section 11(a)(i) for breaches of one or more of the Fundamental Representations or breach of any representation or warranty in Sections 7(g) or 7(k).

(ii) The Purchaser Indemnitees shall not be entitled to recover under Section11(a)(i) for the amount of Damages in excess of $3,000,000 (the "**Indemnification Cap**"). The foregoing limitation shall not apply to recovery under Section 11(a)(i) for breaches of one or more of the Extended Representations or the Fundamental Representations or to any recovery under Section 11(a)(ii) through (vi).

(iii) The obligations to indemnify and hold harmless a party hereto in respect of a breach of representation or warranty shall terminate as set forth in Section 11(a); *provided, however*, that such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the party to be indemnified shall have, prior to the expiration of the applicable survival period, previously made a claim pursuant to Section 11(d).

(c) *Indemnification Obligations of Purchaser*. Purchaser agrees to indemnify, defend, protect and hold harmless (on a joint and several basis) Seller, Shareholder and their respective Affiliates and each of their respective directors, managers, officers, members, shareholders, partners, employees, agents, representatives, successors and assigns (collectively, the "**Seller Indemnified Parties**") for, from and against any and all Damages sustained or incurred by any Seller Indemnified Party to the extent caused by, arising out of, resulting from or attributable to the occurrence of: (i) any inaccuracy in or breach of any representation and warranty made by Purchaser herein or in any Transaction Document delivered to Seller and Shareholder, in each case without giving effect to any "materiality" or "material adverse effect" qualifications therein; (ii) any breach by Purchaser of, or any failure of Purchaser to comply with, any of the covenants or other obligations herein or in any Transaction Document; and (iii) any Assumed Liability.

(d) *Notice and Determination of Claims*. If any Indemnified Party believes that it has sustained or incurred any Damages for which it may be entitled to indemnification, such Indemnified

Party shall so notify the Indemnifying Party promptly in writing (the "**Claim Notice**") specifying the basis upon which the Indemnified Party's claim for indemnification is asserted. After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which a person shall be entitled under this Section 11 shall be determined: (i) by the written agreement among the Parties; (ii) by a final judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the Parties shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined. A failure by an Indemnified Party to give timely, complete or accurate notice as provided in this Section 11(d) will not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, a Party entitled to receive such notice was damaged as a result of such failure to give reasonably prompt notice vis-à-vis its rights and obligations hereunder or otherwise (including, without limitation, the incurrence by the Indemnified Party of any unreasonable expenses in defending the claim during the period prior to delivery of the Claim Notice).

2. Allocation of Purchase Price. Within 120 days after the Closing Date, Purchaser shall deliver a schedule allocating the Purchase Price among the Purchased Assets (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Code. The Allocation Schedule shall be deemed final unless Seller notifies Purchaser in writing that Seller objects to one or more items reflected in the Allocation Schedule within 10 days after delivery of the Allocation Schedule to Seller. In the event of any such objection, Seller and Purchaser shall negotiate in good faith to resolve such dispute; *provided, however,* that if Seller and Purchaser are unable to resolve any dispute with respect to the Allocation Schedule within 30 days after the delivery of Seller's notification to Purchaser, such dispute shall be resolved by a mutually agreeable accounting firm. The fees and expenses of such accounting firm shall be borne equally by Seller and Purchaser. Seller and Purchaser agree to file their respective IRS Forms 8594 and all federal, state and local Tax Returns in accordance with the Allocation Schedule.

3. Transaction Expenses. Each party shall bear all fees and expenses incurred by it in connection with, relating to or arising out of the negotiation, preparation, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, including financial advisors', attorneys', accountants' and other professional fees and expenses in connection with the transactions contemplated in this Agreement and the other Transaction Documents.

4. This section is intentionally left blank.

5. Inspection of Records. Each of Seller and Shareholder shall each make its books and records (including work papers in the possession of their respective accountants) available for inspection by Purchaser or by its duly accredited representatives for any reasonable business purposes at reasonable times during normal business hours for a six-year period after the Closing Date. This right of inspection includes the right to make extracts or copies of Seller's books and records.

6. Further Assurances. Each of the Parties shall execute such further documents and perform such further acts as may be necessary or useful to comply with the terms of this Agreement and to consummate the transactions contemplated by this Agreement.

7. Press Releases and Public Announcements. The Parties shall not issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written consent of Seller and Purchaser.

8. Name Change. On or prior to the Closing Date, Seller will (a) change its name to a name that does not include any of the following: (i) "COMPANY NAME" or (ii) any name, word or term that is

a variation of such words or any word or term that is confusingly similar to such words and (b) deliver to Purchaser a true, complete and correct copy of the filings with the applicable governmental authorities showing that such name change has occurred.

9. Right to Terminate. This Agreement and the transactions contemplated by this Agreement may be terminated at any time prior to the Closing by prompt notice given in accordance with Section 21: (a) by the mutual written consent of Purchaser and Seller; (b) by either of such Parties if the Closing shall not have occurred at or before 11:59 p.m. on DATE (*provided* that the right to terminate this Agreement under this Section 19 shall not be available to a Party whose failure to fulfill any of its obligations under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or prior to the aforesaid date); (c) by Purchaser if Seller breaches any of the covenants, representations or warranties contained in this Agreement; (d) by Seller if Purchaser breaches any of the covenants, representations or warranties contained in this Agreement; or (e) by any Party if there shall be in effect a final, non-appealable Order of a court of competent jurisdiction precluding consummation of the transactions contemplated by this Agreement (*provided* that the right to terminate this Agreement under this Section 19 shall not be available to a Party whose failure to fulfill any of its obligations under this Agreement has been the cause of or resulted in the Order). If this Agreement is terminated pursuant to this Section 19, the Parties shall be relieved of their respective duties and obligations under this Agreement to the extent that such duties and obligations would otherwise arise after the date of such termination, and no Party shall have any claim against any other Party, unless the circumstances giving rise to the termination of this Agreement were caused by a Party's intentional breach of a representation, warranty or covenant set forth in this Agreement, in which event termination of this Agreement shall not limit any legal or equitable right or remedy of the non-breaching Parties.

10. Pre-Closing Covenants. During the period between the date hereof and the Closing Date, each of Seller and Shareholder (a) shall give to Purchaser and its officers, employees, agents, attorneys, consultants and accountants reasonable access during normal business hours to all of the books, records, contracts, documents, insurance policies, properties, customers, vendors and personnel of Seller; (b) shall use its best efforts and make every good faith attempt to obtain the consents, authorizations and approvals required to be listed on Schedule 7(d); (c) shall carry on the Business in the usual and ordinary course, consistent with past practices; (d) shall not take any action or omit to take any action outside the usual and ordinary course of business, consistent with past practices; (e) shall give written notice promptly to Purchaser of the occurrence, or failure to occur, of any event, circumstance or development that could be reasonably expected to cause any representation or warranty contained in this Agreement to be untrue or inaccurate, or of the failure of Seller or Shareholder to comply with or satisfy any covenant hereunder; and (f) shall not take any action, directly or indirectly: (i) to solicit, encourage, initiate or engage in discussions or negotiations with, or provide any information or encouragement to, any Person other than Purchaser and Purchaser's agents concerning any purchase of any securities of Seller or any merger, consolidation, reorganization, business combination or sale of the assets involving Seller (other than assets sold in the ordinary course of business consistent with past practice), or any similar transactions involving Seller (a "**Competing Acquisition Proposal**"); (ii) to enter into any agreement regarding any Competing Acquisition Proposal; or (iii) otherwise cooperate with, assist, participate in, facilitate or otherwise encourage any effort or attempt by any Person to make a Competing Acquisition Proposal or to effect a transaction inconsistent with the transactions contemplated by this Agreement.

11. Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile, by electronic transmission in .pdf or similar format, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three Business Days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Notices delivered by hand shall be deemed delivered when actually delivered. Notices given by nationally recognized private courier shall be deemed delivered on

the date delivery is promised by the courier. Notices given by facsimile or by electronic transmission shall be deemed given on the date of receipt (if a Business Day), otherwise the first Business Day following receipt; *provided* that a notice delivered by facsimile or electronic transmission shall only be effective if such notice is also delivered by hand, deposited in the United States mail, postage prepaid, registered or certified mail, or given by nationally recognized private courier on or before two Business Days after its delivery by facsimile or electronic transmission. All notices shall be addressed as set forth on the signature pages hereto and/or to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this Section 21.

12. Entire Agreement. This Agreement, the Transaction Documents and the instruments to be delivered by the Parties pursuant to the provisions hereof constitute the entire agreement among the Parties and supersedes any prior understandings, representations or agreements, whether written or oral, which may have related to the subject matter of this Agreement in any way. Each exhibit and schedule to this Agreement shall be considered incorporated into this Agreement.

13. Assignment. This Agreement and all or any of the rights and obligations hereunder shall not be assigned by Seller without the prior written consent of Purchaser.

14. Waiver. Any failure of a Party to comply with any obligation, covenant, agreement or condition contained in this Agreement may be waived only if set forth in an instrument in writing that is executed by an authorized representative of the waiving Party. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement or to exercise any right or privilege in this Agreement conferred, or the waiver by a Party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect in a jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and, for purposes of such jurisdiction, such provision or portion thereof shall be struck from the remainder of this Agreement, which shall remain in full force and effect. This Agreement shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the Parties.

16. Applicable Law. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement, any of the transactions contemplated hereby, the relationship of the Parties or the interpretation and enforcement of the rights and duties of the Parties, whether arising in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Massachusetts applicable to contracts made in there, without giving effect to any choice of law provision or rule that would cause the application of the Laws of any jurisdiction other than the Commonwealth of Massachusetts.

17. No Third Party Beneficiaries or Expansion of Third Party Rights. Nothing in this Agreement, express or implied, shall confer on any Person other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including third party beneficiary rights; *provided*, however, that the Purchaser Indemnified Parties and the Seller Indemnified Parties are intended to be third party beneficiaries of the indemnification rights set forth in Section 11. Except to the extent explicitly agreed to in writing by Purchaser, the assumption by Purchaser of the Assumed Liabilities shall not expand the rights or remedies of any third party against Purchaser or Seller as compared to the rights and remedies which such third party would have had against Seller had Purchaser not assumed the Assumed Liabilities. Without limiting

the generality of the preceding sentence, the assumption by Purchaser of the Assumed Liabilities shall not create any third party beneficiary rights.

18. Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered by an authorized representative of each Party.

19. Preparation of Agreement. The Parties acknowledge that each has negotiated the terms of this Agreement, assisted by such legal counsel and other advisers as it desired, and has contributed to its revisions. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. This Agreement shall be subject to the principle that the terms and provisions of this Agreement shall be construed fairly as to all Parties and not in favor of or against any Party.

20. Certain References. Any reference in this Agreement to a Law refers to the Law, any amendments or successor legislation, and all regulations promulgated thereunder, as in effect on the Closing Date. Any reference to a Contract or other document means the Contract or other document as amended, supplemented and modified from time to time through the relevant date.

21. Rules of Construction. Words in the singular shall be held to include the plural and vice versa. Words of one gender shall be held to include other genders as the context requires. The terms "hereof," "herein," "hereunder," "hereto" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement. All references to an article, section, paragraph, annex, exhibit and schedule are to the articles, sections, paragraphs, annexes, exhibits and schedules of this Agreement unless otherwise specified. The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation" unless otherwise specified. All references to any period of days shall mean the relevant number of calendar days unless otherwise specified.

22. Counterparts; Delivery by Electronic Transmission. This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same Agreement. This Agreement and any other Transaction Document, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (e.g., email delivery in .pdf format or similar format), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in Person.

[Signature Pages Follow]

The parties have executed this Asset Purchase Agreement as of the date indicated in the first sentence of this Agreement.

PURCHASER:

Newco LLC

By:
Name:
Title: Member

Notice Address:

Facsimile:
Email:

with a copy to:

Facsimile:
Email:

The parties have executed this Asset Purchase Agreement as of the date indicated in the first sentence of this Agreement.

SELLER:
SELLER ENTITY NAME
[_____]

By:
Name:
Title:

Notice Address:

Street

Facsimile: _____
Email: _____

with a copy to:

_____
Facsimile: _____
Email: _____

SHAREHOLDER:

_____
SELLER NAME(S)

Notice Address:

Facsimile: _____
Email: _____

with a copy to:

Facsimile:
Email:

TABLE OF SCHEDULES

Schedule 1	Defined Terms
Schedule 2-A	Purchased Assets
Schedule 2-B	Excluded Assets
Schedule 5	Closing Deliveries
Schedule 6	Purchase Price Adjustment Procedures
Schedule 7	Disclosure Schedule

SCHEDULE 1

Defined Terms

"**Accounting Principles**" is defined in Section 7(e).

"**Accounts Receivable**" means all trade accounts receivable and other rights to payment from customers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped, products sold or services rendered to customers of the Business, all other accounts receivable and notes receivable and the full benefit of all security for such accounts or notes, and all rights, claims, benefits and remedies related to any of the foregoing, as of the Closing.

"**Affiliate**" with respect to any Person means any other Person who directly or indirectly Controls, is Controlled by or is under common Control with such Person, including, in the case of any Person who is an individual, his or her spouse, any of his or her descendants (lineal or adopted) or ancestors and any of their spouses.

"**Allocation Schedule**" is defined in Section 12.

"**Benefit Plan**" means any retirement, pension, profit sharing, deferred compensation, equity bonus, savings, bonus, incentive, cafeteria, medical, dental, vision, hospitalization, life insurance, accidental death and dismemberment, medical expense reimbursement, dependent care assistance, tuition reimbursement, disability, sick pay, holiday, vacation, severance, change of control, equity purchase, equity option, restricted equity, phantom equity, equity appreciation rights, fringe benefit and any other employee benefit plan, program, policy, fund, contract, arrangement or payroll practice of any kind (including any "employee benefit plan," as defined in Section 3(3) of ERISA) and any employment, consulting or personal services contract, whether written or oral, qualified or nonqualified, funded or unfunded, domestic or foreign, that is (a) sponsored, maintained or contributed to by Seller or any of its ERISA Affiliate; (b) covering or benefiting any current or former officer, employee, agent, director or independent contractor of Seller or any of its ERISA Affiliate (or any dependent or beneficiary of any such employee); or (c) with respect to which Seller or any of its ERISA Affiliate has (or could have) any Liability.

"**Books and Records**" means all books and records, including customer records and data, equipment manuals and maintenance records, inventory records and data, asset history records and data, production records and data, service records and data, quality control records and data, supplier records and data, sales records and data, accounting records and data (including ledgers and books of original entry), insurance records and files, employee records and files, payroll records and files, regulatory compliance records and files, environmental compliance records and files, any applicable employee safety and health laws and regulations compliance records and files, and any and all other records, data and files used in, related to, required for the conduct of or otherwise beneficial to the Business or any of the Purchased Assets.

"**Business**" is defined in the Preamble.

"**Business Day**" means a day on which banks are open for business in the City of CITY, Massachusetts, but does not include a Saturday, Sunday or a statutory holiday in the Commonwealth of Massachusetts.

"**Cash**" means the cash on hand in Seller's bank and lock box accounts, plus the amount of all marketable securities owned by Seller, in each case as of the close of business on the Closing Date, other than the Operating Cash.

"**CERCLA**" means Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"**Claim Notice**" is defined in Section 11(d).

"**COBRA**" means the provisions of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and all regulations thereunder and any similar Law.

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

"**Contract**" means any legally binding contract, agreement, purchase order, sales order, guaranty, note, bond, mortgage, indenture, deed of trust, lease, concession, franchise, commitment, obligation or other instrument or undertaking, in each case whether written or oral.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities, by contract or otherwise.

"**Damages**" means all Liabilities, Taxes, Liens, assessments, levies, losses, lost profits, diminution in value, fines, penalties, damages (including incidental, consequential and punitive damages), costs, fees and expenses, including without limitation (i) any of such items claimed by any Person in any Third Party Claim and (ii) reasonable attorneys', accountants', investigators', and experts' fees and expenses incurred by any Person in investigating or defending any Third Party Claims or in connection with the enforcement of the Person's rights under this Agreement or any other Transaction Document.

"**Deposits**" means all rights, claims, benefits and remedies with respect to cash and other security deposits held by third parties, advances and other payments made by Seller prior to the Closing for goods and services to be received after the Closing, and all other rebates, refunds, returns, rights of setoff, rights of recoupment and credits of Seller with respect to any third parties.

"**Environmental Claim**" means any and all Proceedings, Orders, Liens or other claims by any Person alleging potential liability (including potential liability for enforcement, investigation costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from: (a) the presence, Release or threatened Release into the environment of any Hazardous Substance at any location, whether or not owned by Seller; (b) circumstances forming the basis of any violation or alleged violation of any Environmental Law; or (c) any and all claims by any Person seeking Damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence, Release or threatened Release of any Hazardous Substances.

"**Environmental Laws**" means all Laws and Orders in effect on the Closing Date and relating to protection of human health or the environment (including ambient air, surface water, ground water, drinking water, wildlife, plants, land surface or subsurface strata), including Laws or Orders relating to: (a) the presence of, or Releases or threatened Releases of, Hazardous Substances; (b) the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling, distribution, import, export, labeling, recycling, registration, investigation, removal, cleanup or remediation of Hazardous Substances or documentation related to the foregoing; (c) the transfer of interest in or control of Leased Real Property that may be contaminated; (d) community or worker right-to-know disclosures

with respect to Hazardous Substances; (e) the protection of wildlife, marine life and wetlands, and endangered or threatened species; (f) storage tanks, vessels, containers, abandoned or discarded barrels or other closed receptacles containing Hazardous Substances; (g) health and safety of employees or other persons; or (h) otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances. The term "**Environmental Law**" includes the following and their implementing regulations and any state analogs: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq; and the Occupational Safety and health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"**Equity Interest**" means any share of capital stock, partnership interest, limited liability company interest, trust interest or similar interest in any Person, and any option, warrant, subscription or other right to purchase or acquire any share of capital stock, partnership interest, limited liability company interest, trust interest or similar interest in any Person, including any debt or other security convertible into, exchangeable for or exercisable for any such interest in any Person.

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

"**ERISA Affiliate**" means any corporation, partnership, limited liability company, sole proprietorship, trade, business or other Person that, together with Seller, is (or, at any time, was) treated as a single employer under Section 414(b), (c), (m) or (o) of the Code or Section 4001(a)(14) or 4001(b)(1) of ERISA.

"**Excluded Liabilities**" is defined in Section 3.

"**Extended Representations**" means the representations and warranties set forth in Section 7(k) (Taxes) and Section 7(p) (Environmental Matters).

"**Governing Documents**" means the agreements and instruments by which any Person (other than an individual) establishes its legal existence and/or governs its internal affairs. For example, (i) the Governing Documents of a corporation include its certificate or articles of incorporation (or other instrument of formation) and all amendments thereto, its by-laws (or equivalent) and all amendments thereto, its minute books and copies of all resolutions, written consents and other corporate actions of its shareholders and directors, its equity ledgers and all other stock records, (ii) the Governing Documents of a limited partnership include its certificate of limited partnership (or other instrument of formation) and all amendments thereto, its limited partnership agreement and all amendments thereto, any resolutions, written consents and other formal actions of its partners and its equity ledgers and all other partnership interest records, and (iii) the Governing Documents of a limited liability company include its certificate of formation (or other instrument of formation) and all amendments thereto, its limited liability company agreement or operating agreement and all amendments thereto, any resolutions, written consents and other formal actions of its members and managers and its equity ledgers and all other limited liability company interest records.

"**Governmental Authority**" means any nation, any state, any province or any municipal or other political subdivision thereof, and any agency, commission, department, board, bureau, official, minister, tribunal or court, whether national, state, provincial, local, foreign or multinational, exercising executive,

legislative, judicial, regulatory or administrative functions of a nation, state, province or any municipal or other political subdivision thereof.

"**Hazardous Substances**" means: (a) any petroleum or petroleum products, radioactive materials, asbestos in any form, mold, mildew, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing regulated levels of polychlorinated biphenyls (PCBs) and radon gas; and (b) any chemicals, materials or substances that are now or ever have been defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or other words of similar import, under any Environmental Law.

"**Indebtedness**" means: (a) the aggregate principal amount of, and accrued interest and prepayment penalties, premiums or breakage fees with respect to, all indebtedness for borrowed money of Seller or Shareholder and all obligations of Seller or Shareholder evidenced by notes, debentures, bonds or similar instruments; (b) all obligations of Seller or Shareholder in respect of deferred purchase price for property or services, including capital leases, conditional sale agreements and other title retention agreements (but excluding current trade payables and compensation expenses incurred in the ordinary course of business consistent with past practices); (c) all obligations of Seller or Shareholder under conditional sale or other title retention agreements; (d) all obligations of Seller or Shareholder in respect of letters of credit, acceptances or similar obligations and any reimbursement agreements with respect thereto; (e) all obligations of Seller or Shareholder under interest rate cap agreements, interest rate swap agreements, foreign currency exchange contracts or other hedging contracts (including breakage costs with respect thereto); (f) all obligations of Seller or Shareholder in respect of capitalized leases; (g) all obligations of Seller or Shareholder in respect of transaction bonuses, change-in-control payments, severance rights, deferred compensation payments, withdrawal liability under multiemployer plans and similar obligations triggered by the transactions contemplated herein; and (h) any guaranty by Seller or Shareholder of the obligations of any Person with respect to any obligations of the type described in clauses (a) through (g).

"**Indemnification Cap**" is defined in Section 11(b)(ii).

"**Indemnified Party**" means, with respect to a particular matter, a Person who is entitled to indemnification from another party hereto pursuant to Section 11.

"**Indemnifying Party**" means, with respect to a particular matter, a Party who is required to provide indemnification under Section 11 to another Person.

"**Intellectual Property**" means all of Seller's intellectual property rights existing immediately prior to Closing and all of Shareholder's intellectual property rights related to the Business as of the Closing, including without limitation: all (a) patents, inventions, trade secrets, utility, models and industrial design registrations and applications (including without limitation any continuations, divisionals, continuations-in-part, provisionals, renewals, reissues, re-examinations and applications for any of the foregoing); (b) trademarks, service marks, trade names, slogans, logos, trade dress, Internet domain names, web sites and similar designations of source or origin, in each case together with all goodwill, registrations and applications for registration related to any of the foregoing; (c) copyrights and copyrightable subject matter (including without limitation any registration and applications for any of the foregoing); (d) master work rights and trade secrets and other confidential information, know-how, proprietary processes, formula, algorithms, models and methodologies; (e) database rights; (f) software; (g) customer records; and (h) Intellectual Property Licenses.

"**Intellectual Property Licenses**" means all agreements between Seller and any other Person granting any right to use or practice any rights under any of the Intellectual Property owned either by

Seller or by any other Person, including without limitation licenses and leases of software (including "shrink-wrap" and similar generally-available commercial binary code end-user licenses).

"**Inventory**" means all inventory, wherever located, including all finished goods, work in process, raw materials, spare parts, packing materials and all other materials and supplies to be used or consumed in the production of finished goods or otherwise classified as inventory under the Accounting Principles, together with any and all rights, claims, benefits, remedies and coverage under product warranties (whether express or implied) related to any of the foregoing.

"**IRS**" means the United States Internal Revenue Service.

"**Landlord**" means _____.

"**Law**" means any law, statute, ordinance, regulation, rule, code, treaty, order, judgment, writ, injection, act, decree, decision, ruling, award or other requirement having the force of law of any Governmental Authority.

"**Leased Real Property**" means all leasehold interests in the real property commonly known as ADDRESS _____ and leasehold improvements held by Seller with respect thereto, including all security deposits, reserves, prepaid rent and other rights and privileges related thereto.

"**Liability**" means any obligation or liability of any nature whatsoever, whether direct or indirect, matured or unmatured, known or unknown, absolute, accrued, contingent or otherwise.

"**Liens**" means any options, proxies, voting trusts, voting agreements, judgments, pledges, charges, escrows, rights of first refusal or first offer, transfer restrictions, liens, claims, mortgages, security interests, indentures, equities and other encumbrances of every kind and nature whatsoever, including any arrangements or obligations to create any such encumbrance, whether arising by agreement, operation of law or otherwise.

"**Multiemployer Plan**" means any multiemployer plan as defined in Section 3(37) of ERISA.

"**Operating Cash**" means an aggregate amount of the cash on hand in Seller's bank and lock box accounts, net of all "cut" but un-cashed checks equal to $_____.

"**Owned Real Property**" means any ownership interest in any real property, including all fee simple estates and all appurtenances, easements, rights of way and other rights and privileges related thereto, and all buildings, fixtures, structures and other improvements located thereon.

"**Order**" means any order, judgment, writ, injunction, act, decree, decision, ruling or award of any Governmental Authority, arbitrator or mediator and any settlement agreement, compliance agreement or other agreement entered into in connection with any Proceeding.

"**Permit**" means any license, permit, registration, government approval and governmental authorization used in, related to, required for the conduct of or otherwise beneficial to the Business or any of the Purchased Assets.

"**Person**" means any natural individual, corporation, partnership, limited liability company, joint venture, association, bank, trust company, trust or other entity, whether or not legal entities, or any Governmental Authority.

"**Proceeding**" means any litigation (in law or in equity), arbitration, mediation, action, cause of action, lawsuit, proceeding (adversarial or investigative), complaint, charge, claim, demand, notice of

violations, citation, subpoena, summons, hearing, inquiry, audit, investigation or like matter, whether civil, criminal, administrative, regulatory or otherwise.

"**Purchaser Equity Interest**" is defined in Section 5(a).

"**Registered Intellectual Property**" means all of the Intellectual Property owned by Seller or Shareholder for which there is a pending application or registration in force.

"**Related Party**" means Seller's present and former directors, managers, officers, members, shareholders and partners, and their respective Affiliates.

"**Restricted Territory**" means the Commonwealth of Massachusetts.

"**Release**" means any release, spill, emission, emptying, leaking, injection, deposit, disposal, discharge, dispersal, leaching, pumping, pouring or migration into the atmosphere, soil, surface water, groundwater, land, subsurface strata or property."**Tangible Personal Property**" means all machinery, equipment, spare parts, fixtures, furniture, office equipment, computer hardware, vehicles, rolling stock, supplies, materials and all other items of tangible personal property of every kind or nature, whether owned or leased (other than items included within the definition of Inventory), together with all rights, claims, benefits, remedies and coverage under product warranties and service warranties (whether express or implied) related to any of the foregoing.

"**Tax Returns**" means all returns, declarations, reports, statements and other documents required to be filed by Seller in respect of any Taxes, and the term "**Tax Return**" means any one of the foregoing Tax Returns.

"**Taxes**" means all federal, state, local, foreign and other income, corporation, capital gains, excise, gross receipts, ad valorem, sales, goods and services, harmonized sales, use, employment, franchise, profits, gains, property, transfer, payroll, social security contributions, intangibles and other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any Governmental Authority with respect thereto, and the term "**Tax**" means any one of the foregoing Taxes.

"**Third Party Claim**" means any Proceeding that is asserted or overtly threatened by a Person other than the parties, their successors and permitted assigns, against any Indemnified Party or to which any Indemnified Party is subject.

"**Transaction Documents**" means this Agreement, the Bill of Sale and Assignment, the Unsecured Note and all the other agreements, certificates, instruments, financial statements and other documents to be executed or delivered by one or more of the parties in connection with the transactions contemplated by this Agreement.

"**Unsecured Note**" is defined in Section 5(a)

SCHEDULE 2-A

Purchased Assets

The Purchased Assets consist of all of Seller's rights, title and interests in, to and under all of the assets, properties and rights listed below, whether real, personal or mixed, tangible or intangible, wherever located (capitalized terms listed below have the meanings set forth on Schedule 1):

1. Operating Cash
2. Inventory
3. Tangible Personal Property
4. Leased Real Property
5. Intellectual Property
6. Permits which by their terms may be transferred to Purchaser
7. Books and Records
8. All rights, claims, benefits and remedies with respect to any of the following Contracts:
   a.
   b.
   c.
9. All rights, claims, benefits and remedies with respect any Proceedings related to the Business or any Purchased Asset
10. All goodwill related to the Business or any of the Purchased Assets

SCHEDULE 2-B

Excluded Assets

The Excluded Assets consist of all of Seller's rights, title and interests in, to and under all of the assets, properties and rights listed below, whether real, personal or mixed, tangible or intangible, wherever located (capitalized terms listed below have the meanings set forth on Schedule 1):

1. Cash other than the Operating Cash and all checkbooks, canceled checks, bank accounts and related records

2. Seller's Governing Documents

3. Seller's Benefit Plans

4. Seller's Permits which by their terms may not be transferred to Purchaser

5. All rights, claims, benefits and remedies with respect to all Contracts other than those listed in Item 10 on Schedule 2-A

6. All rights, claims, benefits and remedies with respect any Proceedings unrelated to the Business or any Purchased Asset

7. All rights, claims, benefits and remedies of Seller under this Agreement

8. Accounts Receivable

SCHEDULE 5

Closing Deliveries

Purchaser agrees to execute and/or deliver to Seller all of the following at the Closing:

1. The Closing Payment

2. The Unsecured Note

3. The Purchaser Equity Interests

4. Employment Agreement between Purchaser and Shareholder, in form and substance reasonably acceptable to Purchaser and Shareholder

5. The Lease Agreement

6. Without limitation by specific enumeration of the foregoing, all other documents reasonably required from Seller and Shareholder to consummate the transactions contemplated by this Agreement

Seller and Shareholder agree to execute and/or deliver to Purchaser all of the following at the Closing:

1. Bill of Sale and Assignment for the Purchased Assets

2. Separate assignments of any intangible Purchased Assets, to the extent necessary in the reasonable opinion of Purchaser's counsel, to record the transfer of such Purchased Assets with any applicable Governmental Authority, or to complete or file the transfer of such intangible Purchased Assets with a licensor or any other party with whom such transfer must be completed or filed

3. Certificates of title or origin with respect to all vehicles and equipment included in the Purchased Assets

4. Each of the authorizations, consents, orders and approvals of any Person (including any Governmental Authority) required in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the transactions contemplated therein

5. Landlord's waiver of any rights in the property of Seller and Purchaser held at the Leased Real Property

6. Evidence of termination of the Employment Agreement, dated as of _____, between Seller and _____

7. Employment Agreement between Purchaser and Shareholder, in form and substance reasonably accepted to Purchaser and Seller

8. The Lease Agreement

9. Copy of Seller's Articles of Organization, as amended, certified by the Secretary of the Commonwealth of Massachusetts.

10. Certificates of good standing for Seller issued not earlier than 10 Business Days prior to the Closing Date by the applicable Governmental Authorities of each state in which Seller is either incorporated or qualified to do business as a foreign corporation (Secretary of State and DOR)

11. Without limitation by specific enumeration of the foregoing, all other documents reasonably required from Seller and Shareholder to consummate the transactions contemplated by this Agreement

12.

SCHEDULE 6

SCHEDULE 7

Disclosure Schedule

Schedule 7(d) Consents; Non-contravention

1.

2.

3.

Schedule 7(e) Financial Statements

1. The Annual Financial Statements are attached hereto as Attachment 7(e)-1.

2. The Interim Financial Statements are attached hereto as Attachment 7(e)-2.

3.

4.

Schedule 7(f) Liabilities

1.

2.

Schedule 7(h) Condition of Assets

1.

Schedule 7(m) Conduct of Business

1.

Schedule 7(n) Contracts

1. See items 1 and 2 on Schedule 7(d).

Schedule 7(o) Permits

Schedule 7(s) Intellectual Property

Schedule 7(t) Employee Benefit Plans

1. Seller provides the following Employee Benefits to its employees:

Employee Benefit	Benefit Plan and Related Agreements[1]
	[*list the plan documents, insurance policies and agreements related to the employee benefit*]
[*insert name of employee benefit*]	[*list the plan documents, insurance policies and agreements related to the employee benefit*]
[2]	

2.

3.

Schedule 7(u) Employee Relations

1.

2.

Schedule 7(x) Related Party Transactions

None.

1

2