

STOCK PURCHASE AGREEMENT

BY AND AMONG

**TIMOTHY S. FINNEY
("PURCHASER"),**

**MICHAEL D. WAVADA
DENISE R. BESSETTE
AND**

**SUSAN S. COMPARETTO
(COLLECTIVELY, "SELLERS")**

AUGUST __, 2010

EXHIBITS

Exhibit A	Promissory Note
Exhibit B	Employment Agreement with Mike Wavada
Exhibit C	Consulting Agreement with Denise Bessette
Exhibit D	Non-Competition Agreement

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made as of the ___ day of August, 2010, by and among Timothy S. Finney, or his assignee ("Purchaser"), and Michael D Wavada ("M. Wavada"), Denise Bessette ("D. Bessette") and Susan Comparetto ("S. Comparetto"). M. Wavada, D. Bessette and S. Comparetto are referred to herein individually as a "Seller" and collectively as "Sellers." Purchaser and Sellers are referred to individually as a "Party" and collectively herein as the "Parties."

RECITALS:

WHEREAS, Sellers are the owners of _____ shares of common stock (the "Shares") of TSI Tailored Systems, Inc., a Connecticut corporation (the "Company"); and

WHEREAS, the Shares constitutes all of the outstanding capital stock of the Company; and

WHEREAS, Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, all of the Shares, in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements, and subject to the terms and conditions, set forth herein, the parties agree as follows:

ARTICLE I.

TRANSFER OF SHARES

I.1. Sale of Shares. On the terms and subject to the conditions in this Agreement, Purchaser will purchase from Sellers, and Sellers will convey, transfer, assign and deliver to Purchaser, on the Closing Date, the Shares free and clear of all Encumbrances.

I.2. Method of Conveyance and Transfer. The conveyance and transfer of the Shares will be effected by delivery of all certificates evidencing the Shares, each duly endorsed in blank by the Seller thereof, and vesting in Purchaser good and valid title to the Shares free and clear of all Encumbrances.

ARTICLE II.

PURCHASE PRICE

II.1. Purchase Price. Purchaser agrees to pay to Sellers the aggregate purchase **One Million and 00/100 Dollars (\$1,000,000.00)** (the "Purchase Price") for the Shares, subject to the adjustments contemplated in Section 2.2, in the following manner: (i) **Six Hundred Thousand Dollars (\$600,000.00)** at Closing by wire transfer or delivery of other immediately available funds payable to D. Bessette and S. Comparetto and (ii) **Four Hundred Thousand Dollars (\$400,000.00)** evidenced by a promissory note (the "Note") of the Company payable to M. Wavada in the form attached hereto as Exhibit A.

II.2. Purchase Price Adjustment.

(a) “Adjustment Amount” means the sum of (i) the value of the assets listed in **Exhibit 2.2** (including, but not limited to prepaid items) minus (ii) the value of the liabilities set forth on **Exhibit 2.2** (including, but not limited to, service contract adjustments representing the portion of such contracts to be performed following the Closing Date).

(b) The Purchase Price will be adjusted as follows:

(i) No more than fifteen (15) days after the Closing Date, Purchaser will deliver to Sellers the Adjustment Amount as of the Closing Date (the “Closing Adjustment Amount”) accompanied by a detailed computation of Closing Adjustment Amount.

(1) To the extent that the Closing Adjustment Amount is greater than \$0.00, Purchase Price will be increased proportionally; and

(2) To the extent that the Closing Adjustment Amount is less than \$0.00, Purchase Price will be decreased proportionally; and

(3) If the Closing Adjustment Amount equals \$0.00, then the Purchase Price shall remain unchanged.

(ii) The Closing Adjustment Amount will be paid by either the Purchaser or Sellers, as applicable, within five (5) Business Days after Sellers’ receipt of the Closing Adjustment Amount and shall be payable in immediately available funds. Such payments shall be pro-rata among Sellers and to the extent that the Purchase Price is decreased, the face value of the Note shall be reduced accordingly.

(c) If Sellers have any objections to the Closing Adjustment Amount, they shall deliver a detailed written statement describing their objections to Purchaser within thirty (30) days after receiving the Closing Adjustment Amount. Purchaser and Sellers shall use reasonable efforts to resolve any such objections themselves. If Purchaser and Sellers do not obtain a final resolution within fifteen (15) days after Purchaser has received the statement of objections, however, Purchaser and Sellers shall select an accounting firm mutually acceptable to them to resolve any remaining objections. The determination of any accounting firm so selected shall be set forth in writing and shall be conclusive and binding upon the Purchaser and Sellers.

(d) In the event Purchaser and Sellers submit any unresolved disputes to an accounting firm for resolution, Purchaser and Sellers agree to share responsibility for the fees and expenses (the “Fees”) of the accounting firm as follows:

(i) if the accounting firm resolves all of the remaining objections in favor of Purchaser’s position, then Sellers shall be responsible for all of the Fees of the accounting firm;

(ii) if the accounting firm resolves all of the remaining objections in favor of Sellers' position, the Purchaser shall be responsible for all of the Fees of the accounting firm; and

(iii) if the accounting firm neither resolves all of the remaining objections in favor of Purchaser's position nor Sellers' position, each of Purchaser and Sellers shall be responsible for fifty percent (50%) of the Fees of the accounting firm.

II.3. Contingent Consideration. As additional contingent consideration for the Shares, Purchaser shall pay to Sellers an amount equal to the actual amounts collected by the Company in the six (6) months following the Closing Date from the accounts receivable of the Company arising from pre-closing work (the "Contingent Consideration"). The Contingent Consideration shall only include payments collected on those receivable attached hereto as Exhibit 2.3 (the "Pre-Closing Receivables"). The Company shall use reasonable efforts to collect the Pre-Closing Receivables consistent with the Company's past practices. The Company and Purchaser shall remit payment of the Contingent Consideration monthly and in immediately available funds to Sellers on a pro-rata basis in accordance with their ownership percentages of the prior to the Closing. The Company shall also provide a reasonably detailed accounting of the collection of the Pre-Closing Receivables.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANY

Sellers, jointly and severally, make the following representations and warranties to Purchaser with the intention that Purchaser may rely upon the same. Sellers acknowledge that the following representations and warranties to Purchaser shall be correct and complete on the date hereof (unless specified as being true only upon Closing) and through the delivery of supplemental disclosure schedules at Closing as of the Closing (as if made at the Closing) and shall survive the Closing. Sellers may supplement the schedules described in this Article III or add schedules at any time through Closing.

III.1. Capitalization. The authorized capital stock of the Company is _____, of which _____ Shares are issued and outstanding and owned by Sellers. No other securities of any class of, and no other ownership interests in, the Company are issued, reserved for issuance or outstanding. There are no agreements, written or oral, relating to the management or ownership of any capital stock of the Company. All of the Shares have been duly authorized, validly issued, fully paid and are non-assessable.

III.2. Organization; Standing and Corporate Power. The Company is a corporation duly incorporated, validity existing and in good standing under the laws of Connecticut. The Company has full corporate power and authority to own its properties and to carry on its business as and where now conducted and to own and lease and operate its properties at and where now owned or leased and operated by it. The Company is qualified to do business in every jurisdiction in which it owns or leases property, or the nature of the business conducted by it makes such qualification necessary. Purchaser has received correct and complete copies of the Articles of Incorporation and bylaws of the Company. The minute books, the stock certificate

books, and the stock record books of the Company are accurate, but may not contain all of the minutes of all meetings of Shareholders and Directors and/or reflect all actions of Shareholders or the Board of Directors since the incorporation of Company. Company is not in default under or in violation of any provision of its Articles of Incorporation or bylaws.

III.3. Authority of the Company; Consents.

(a) The execution, delivery, consummation and performance of this Agreement by Sellers (i) is not contrary to the Charter Documents of the Company, (ii) does not now and will not result in a violation or breach of, conflict with or constitute a default (or give rise to any right of termination, cancellation, payment or acceleration) under, result in the creation of any liens, security interests, option, rights of first refusal, claims, easements, mortgages, charges, indentures, licenses to third parties, leases to third parties, security agreements, or any other encumbrances and other restrictions or limitations on use of real or personal property or irregularities in title thereto (each, an “Encumbrance”) on any of the properties of the Company, or on the Company under any term or provision of any note, bond, mortgage, indenture, license, permit, agreement, contract, commitment, lease, or other instrument or obligation (each, including all amendments thereto, a “Contract”) to which the Company is a party, or by which it or any of its properties or assets is bound, or (iii) subject to obtaining and making of any consent, approval, action, filing or notice referred to in subsection (b) below, does not result in a violation or breach of, conflict with or constitute a default under, nor result in the creation of any Encumbrance on any of the properties of the Company under any statute, law, ordinance, rule or regulation of any Governmental or Regulatory Authority (individually, a “Law”) or under any judgment, order, injunction, decree, writ, permit or license of any Governmental or Regulatory Authority or any arbitrator (individually, an “Order”) applicable to the Company.

(b) No consent, approval or action of, filing with or notice to, any instrumentality, subdivision, court, administrative agency, commission, official or other authority of the United States or any other country or any state, province, municipality, locality or other government or political subdivision thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority (“Governmental or Regulatory Authority”) or private third party is necessary or required for the performance by Sellers of its obligations hereunder or the consummation of the transactions contemplated hereby except where the failure to obtain consent or provide notice of any of the foregoing would not have a Material Adverse Effect.

III.4. Real Property. The Company does not own any real property. Schedule 3.4 is a true and complete list of the real property leased by the Company (“Leased Real Property”). With respect to the Leased Real Property: (i) the leases are in writing and are duly executed and in full force and effect for their full term, and, except as otherwise provided in the leases, the leases have not been modified, amended, sublet or assigned; and (ii) there is no material default by the Company or by any other party under the leases.

III.5. Subsidiaries; Investments in Other Entities. The Company has no direct or

indirect equity interest, or debt or other securities convertible into any equity, ownership, proprietary or voting interest, in any entity, corporation or otherwise, or any right, warrant or option to acquire any such interest.

III.6. Financial Statements.

(a) Prior to the date of this Agreement, Sellers or the Company has provided Purchaser true and correct copies of the following financial statements of the Company:

(i) the *[audited/reviewed]* financial statements (the “Annual Financial Statements”) of the Company for the years ending December 31, 2007, December 31, 2008 and December 31, 2009;

(ii) the unaudited balance sheets and income statements for the eight (8) month period ended August 31, 2010 (the “Interim Financial Statements” and with the Annual Financial Statement, the “Statements”).

(b) The Statements (i) have been prepared in accordance with the Company’s past accounting practices on a consistent basis during the periods indicated, (ii) present fairly, in all material respects, the financial position of the Company, results of its operations and changes in its financial position at and for the periods therein specified, and (iii) are true and complete in all material respects.

III.7. Absence of Certain Changes. Since December 31, 2009, the Company has not:

(a) amended or restated its Charter Documents;

(b) incurred, assumed or modified any indebtedness, except such indebtedness incurred, assumed or modified in the ordinary course of business consistent with past practice;

(c) permitted any of its material properties or assets to be subject to any Encumbrance (other than Permitted Encumbrances);

(d) sold, transferred, leased, licensed or otherwise disposed of any material assets or properties except for (A) sales of inventory in the ordinary course of business consistent with past practice, (B) leases or licenses entered into in the ordinary course of business consistent with past practice, and (C) the distribution of available cash to Sellers immediately prior to the Closing;

(e) made any material capital expenditure or commitment therefore other than in the ordinary course of business;

(f) entered into any Contract with respect to, or otherwise committed or agreed, in writing to do any of the foregoing;

(g) accelerated, suspended, terminated, modified or cancelled any Contract to which the Company is a party;

(h) delayed, postponed or accelerated the payment of accounts payable or any other liability or the receipt of any accounts receivable, in each case outside the ordinary course of business;

(i) made any material change in accounting principles or practices from those utilized in the preparation of the Statements;

(j) experienced any damage, destruction or loss (whether or not covered by insurance) in excess of \$50,000 to its property;

(k) cancelled, compromised, waived or released any right or claim (or a series of rights or claims) involving more than \$50,000; or

(l) experienced any change that, to the Knowledge of Sellers, would have a Material Adverse Effect on the Company's business.

III.8. Absence of Undisclosed Liabilities. The Company is not obligated for, nor is any of its assets or properties subject to, any claims, liabilities, indebtedness or adverse claims or obligations, absolute, accrued, contingent or otherwise, except for (i) those set forth in the Statements, and (ii) those incurred in the ordinary course of business since August 31, 2010 consistent with past practice and that, individually and in the aggregate, would not have a Material Adverse Effect on the Company.

III.9. Taxes.

(a) The Company has filed all Tax Returns required to be filed by or with the Company and all Taxes shown as due and payable on such Tax Returns have been paid. The Company has not requested nor is the Company currently the beneficiary of any extension of time beyond that permitted by applicable legislation within which to file any Tax Return that has not yet been filed. The Company has not received any written notice of assessment or proposed assessment in connection with any Tax Return and there are no Tax examinations, claims or actions currently pending or asserted in writing. The Company has not agreed to any extension or waiver of the statute of limitations applicable to any Tax Return, or agreed to any extension of time with respect to a Tax assessment or deficiency, which period (after giving effect to such extension or waiver) has not yet expired.

(b) The Company has complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes and has, within the time and the manner prescribed by Law, withheld and paid over to the proper Governmental or Regulatory Authority, all amounts required to be so withheld and paid over under applicable Laws.

(c) The Company has been a validly electing S corporation within the meaning of Code §1361 and §1362 at all times since [_____], and the Company will be an S corporation up to and including the Closing Date.

III.10. Brokerage and Finder's Fees. Except for any fees and expenses owing to

_____, neither the Company nor Sellers have incurred nor will incur any liability to any broker, finder or agent for any brokerage fees, finder's fees, or commissions with respect to the transactions contemplated by this Agreement.

III.11. Employment Matters.

(a) The Company is not a party to, signatory to, or bound by, any collective bargaining agreement or union Contract.

(b) Except as required by applicable Law, the employment by the Company of any Person (whether or not there is a written employment agreement) may be terminated at will, without penalty or liability of any kind other than payment of accrued vacation pay, sick pay, other employee benefits payable upon termination as provided by the Company's policies and procedures or by applicable Law.

(c) There are no active, pending or, to the Knowledge of Sellers, threatened, administrative or judicial proceedings against the Company under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disability Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the National Labor Relations Act or any other federal, state or local Law (including common law), ordinance or regulation relating to the employees of the Company.

III.12. Material Contracts.

(a) Schedule 3.12(a) is a true and correct list of each material Contract to which the Company is a party or by which any of its assets, businesses or operations are bound or affected (the "Material Contracts"). Schedule 3.12(a) excludes any existing purchase orders.

(b) Each Material Contract set forth on Schedule 3.12(a) is in full force and effect and there exists no default or event of default by the Company or, to the Knowledge of Sellers, any other party to any such Material Contract with respect to any material term or provision of any such Material Contract. To the Knowledge of Sellers, the Company has not violated any of the material terms or conditions of any Material Contract or agreement set forth on Schedule 3.12(a). Sellers or the Company has delivered to Purchaser true and complete copies, including all amendments, of each Material Contract set forth on Schedule 3.12(a) and a form of the Company's standard purchase order.

III.13. Litigation. There are no actions, suits, proceedings at Law or in equity, arbitration or other proceedings by a Governmental or Regulatory Authority or any other Person, or, to the Knowledge of Sellers, threatened, against or affecting the Company and which relates to the business of the Company.

III.14. Insurance. Schedule 3.14 sets forth a description of each insurance policy covering the Company. All such policies are valid, binding and enforceable and in full force and effect and the Company is not in breach or default with respect to its obligations under such policies.

III.15. Employee Benefit Plans and Other Plans.

(a) Schedule 3.15(a) is a true and correct list of all deferred compensation, pension, profit-sharing and retirement plans, all plans, arrangements or policies for the provision of bonuses and/or severance benefits, all “employee benefit plans” (as defined in Section 3(3) of ERISA) and all fringe benefit plans (including, without limitation, any hospitalization, insurance, stock option, stock purchase or other stock based plans) that the Company maintains, contributes to, has liability with respect to, or has an obligation to contribute to for the benefit of any employee or former employee of the Company (individually, a “Plan” and collectively, the “Plans”).

(b) Neither the Company nor any entity, whether or not incorporated, that would be treated together with the Company as a single employer within the meaning of Section 414 of the Code, or, to the Knowledge of Sellers, has ever maintained or contributed to, or had any obligation to contribute to, or borne any liability with respect to, any “employee pension benefit plan” within the meaning of Section 3(2) of ERISA, that is subject to Section 412 of the Code or Section 302 of Title IV of ERISA or any plan described in Section 4(b)(4) of ERISA.

(c) To the Knowledge of Sellers, there is no pending or threatened actions, claims or proceedings against or relating to any Plan, other than routine benefit claims by Persons entitled to benefits thereunder.

III.16. Intellectual Property.

(a) The Company owns and possesses or has the right to use pursuant to a valid and enforceable written license, sublicense, agreement, or permission all Intellectual Property necessary for the operation of the Company’s business as presently conducted. The Company has taken all necessary action to maintain and protect each item of Intellectual Property that it owns and which is necessary for the operation of the Business as presently conducted.

(b) The Company has not interfered with, infringed upon, misappropriated, or violated any Intellectual Property rights of third parties in any material respect, and neither Sellers nor the Company has ever received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that the Company must license or refrain from using any Intellectual Property rights of any third party). To the Knowledge of Sellers, no third party has interfered with, infringed upon, misappropriated, or violated any material Intellectual Property rights of the Company in any material respect.

(c) Schedule 3.16(c) identifies each patent or registration which has been issued to the Company with respect to any of its Intellectual Property, identifies each pending patent application or application for registration that the Company has made with respect to any of its Intellectual Property, and identifies each material license, sublicense, agreement, or other permission that the Company has granted to any third party with respect to any of its Intellectual Property (together with any exceptions). Sellers have

delivered to Purchaser correct and complete copies of all such patents, registrations, applications, licenses, sublicenses, agreements, and permissions (as amended to date). Schedule 3.16(c) also identifies each material trade name or unregistered trademark, service mark, corporate name, Internet domain name, copyright and material computer software item used by the Company in connection with its business. With respect to each item of Intellectual Property required to be identified in Schedule 3.16(c) and to Sellers' Knowledge:

(i) the Company possesses all right, title, and interest in and to the item, free and clear of any Encumbrance, license, or other restriction;

(ii) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(iii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of Sellers, is threatened that challenges the legality, validity, enforceability, use, or ownership of the item; and

(iv) the Company has not ever agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item.

(d) Schedule 3.16(d) identifies each material item of Intellectual Property that any third party owns and that the Company uses pursuant to license, sublicense, agreement, or permission. Sellers have delivered to Purchaser correct and complete copies of all such licenses, sublicenses, agreements, and permissions (as amended to date). With respect to each item of Intellectual Property required to be identified in Schedule 3.16(d):

(i) the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect in all material respects;

(ii) no party to the license, sublicense, agreement, or permission is in material breach or default, and no event has occurred that with notice or lapse of time would constitute a material breach or default or permit termination, modification, or acceleration thereunder;

(iii) no party to the license, sublicense, agreement, or permission has repudiated any material provision thereof;

(iv) the Company has not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission; and

(v) no loss or expiration of the item is threatened, pending, or reasonably foreseeable, except for patents expiring at the end of its statutory terms (and not as a result of any act or omission by Sellers or the Company, including

without limitation, a failure by Sellers or the Company to pay any required maintenance fees).

III.17. Environmental Matters. To the Knowledge of Sellers, the Company is in compliance in all material respects with all applicable Environmental Laws. To the Knowledge of Sellers, the Company has not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance in a manner which has given rise to any liabilities or obligations that would have a Material Adverse Effect during the time the Company has occupied the Leased Real Property. To the Knowledge of Sellers, the Company has obtained all material environmental, health and safety permits necessary, and made all notifications necessary, for the current use of its assets. To the Knowledge of Sellers, all such permits and notifications are in good standing and the Company has made timely application for renewal of such permits where necessary and the Company is in material compliance with all terms and conditions of such permits and notifications. Sellers or the Company have provided to Purchaser true and complete copies of all environmental reports initiated or authorized by Sellers or the Company relating to the Leased Real Property.

III.18. Licenses and Rights. The Company possesses all franchises, licenses, easements, permits (including occupancy permits), certificates, consents or authorizations of any Governmental or Regulatory Authority and from all other Persons or entities (each, a “Permit”) that are necessary to permit the Company to engage in the business that it is presently conducting at all locations and places where it is presently operating, except where the failure to so possess would not have a Material Adverse Effect on the Company. The Company has delivered or made available to Purchaser for inspection a true and correct copy of each material Permit obtained or possessed by the Company and all such material Permits are in full force and effect and the Company is in compliance with all of its material Permits, except where the failure to so comply would not have a Material Adverse Effect on the Company. No proceeding to modify, suspend, revoke, withdraw, terminate or otherwise limit any such Permit is pending or, to the Knowledge of Sellers, threatened, and there is no valid basis for such proceeding, including the transactions contemplated hereby.

III.19. Title to Assets. The Company has good, valid and marketable title, free and clear of all Encumbrances, other than Permitted Encumbrances, to all of its material personal, tangible and intangible property and all assets used in the conduct of its business are in good operating condition, subject to ordinary wear and tear.

III.20. Books and Records. The books and records of the Company are complete and correct in all material respects. The books and records have been made available to Purchaser and its representatives and on the Closing Date all such books and records will be in the possession of the Company.

III.21. Affiliate Transactions. Neither the Company, nor any current or former director, officer or employee of the Company (a) has or during the last two (2) years has had any direct or indirect interest (i) in, or is, or during the last two (2) years was, a director, officer or employee of, any Person that is a client, customer, supplier, lessor, lessee, debtor, creditor or competitor of the Company or (ii) in any material property, asset or right that is owned or used by the Company in the conduct of its business or, (b) is, or during the last two (2) years has been, a

party to any agreement or transaction with the Company.

III.22. Inventory. The inventory of raw materials, work in process, and finished goods of the Company consists of items of a quality and quantity usable and, with respect to finished goods only, salable at normal profit levels, in each case, in the ordinary course of business.

III.23. Accounts Receivable. All accounts receivable reflected on the Statements, and all accounts receivable arising subsequent to the Statements, represent valid obligations owing to the Company subject to the bad debt allowances in the Statements.

III.24. Guaranties. The Company is not a guarantor or otherwise responsible for any liability or obligation (including indebtedness) of any other Person.

ARTICLE IV. SELLERS' REPRESENTATIONS AND WARRANTIES

Sellers make the following representations and warranties to Purchaser with the intention that Purchaser may rely upon the same. Sellers acknowledge that the following representations and warranties to Purchaser shall be correct and complete on the date hereof (unless specified as being true only upon Closing) and through the delivery of supplemental disclosure schedules at Closing as of the Closing (as if made at the Closing) and shall survive the Closing. Sellers may supplement the schedules described in this Article IV or add schedules at any time through Closing.

IV.1. Authorization of Transaction. Each Seller represents that he or she has (i) the power and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by it as contemplated hereby, and (ii) the power and authority to consummate the transactions contemplated hereby and thereby. This Agreement is the valid and binding agreement of each Seller, enforceable against each Seller in accordance with its terms, except as limited by (a) applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect and (b) the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity).

IV.2. Non-contravention. Except as set forth in Schedule 4.2, neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Sellers are subject, (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Sellers are a party or by which he or she is bound or to which any of his or her assets are subject, or (iii) result in the imposition or creation of an Encumbrance upon or with respect to the Shares.

IV.3. Title. Sellers (a) are the record and beneficial owner of the Shares and percentage equity interest as set forth in Schedule 4.3, (b) have the full power, right and authority to sell, assign, transfer, and deliver the Shares to Purchaser, and (c) have good and valid title to the

Shares, free and clear of all Encumbrances. Upon consummation of the purchase of the Shares as contemplated by this Agreement, Purchaser will be the record holder of one hundred percent (100%) of the issued and outstanding capital stock of the Company, free and clear of all encumbrances (except for encumbrances arising through Purchaser). Sellers are not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any of the Shares.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser makes the following representations and warranties to Sellers with the intention that Sellers may rely upon the same. Purchaser acknowledges that the following representations and warranties to Sellers shall be correct and complete on the date hereof (unless specified as being true only upon Closing) and shall survive the Closing.

V.1. Authorization of Transaction. Purchaser represents that he has (i) the power and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by it as contemplated hereby, and (ii) the power and authority to consummate the transactions contemplated hereby and thereby. This Agreement is the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by (a) applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally from time to time in effect and (b) the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity).

V.2. Governmental Approval. No consent, approval, waiver, order, authorization, registration or declaration of, exemption by, or filing with, any Governmental or Regulatory Authority is required in connection with the execution and delivery by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby.

V.3. Brokerage and Finder's Fees. Purchaser has not incurred and will not incur any liability to any broker, finder or agent for any brokerage fees, finder's fees, or commissions with respect to the transactions contemplated by this Agreement.

V.4. Securities Not Registered; Investment Intent. Purchaser acknowledges that the Shares have not been registered under the federal securities laws or the securities laws of any state or any other jurisdiction and may not be offered or sold by Purchaser unless subsequently registered under federal securities laws and any other securities laws or unless offered or sold in a transaction which is exempt from the registration provisions of the federal and other securities laws. Purchaser is purchasing the Shares for his own account and for investment and not with a view towards distribution of the Shares.

ARTICLE VI.
CLOSING

The closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Spencer Fane Britt & Browne LLP, 1 N. Brentwood Blvd., Suite 1000, Saint Louis, Missouri 63105 on September 15, 2010, at 10:00 a.m. Central Time or such other

place or date mutually agreeable to the parties (the “Closing Date”). Notwithstanding any other provisions hereof, the Closing will be deemed effective for accounting, tax and all other purposes as of 12:01 a.m., Central Standard Time, on the Closing Date.

ARTICLE VII.
CONDITIONS PRECEDENT TO CLOSE

VII.1. Conditions Precedent to Obligations of Purchaser. The obligations of Purchaser under this Agreement are, at Purchaser’s option, subject to satisfaction of the following conditions on the Closing Date (or in the case of the items set forth in Section 7.1(d), on or prior to the Closing Date).

(a) Representations True. The representations and warranties of Sellers contained in this Agreement or in any Schedule or certificate delivered pursuant to this Agreement shall be true, complete, and accurate in all material respects on the date hereof (except for those representations and warranties that are made as of a specific date need only be true and correct in all material respects as of such date).

(b) Performance of Obligations. Sellers have duly performed all obligations, covenants and agreements undertaken by Sellers in this Agreement in all material respects and have complied with all terms and conditions applicable to Sellers under this Agreement to be performed and complied with on or before the Closing Date in all material respects.

(c) No Litigation. No suit, action, or other proceeding is threatened or pending before any court or Governmental or Regulatory Authority in which it will be or it is sought to restrain, prohibit or materially delay the consummation of the transactions contemplated by this Agreement or to obtain material damages or relief in connection with this Agreement or the consummation of the transactions contemplated by this Agreement.

(d) Receipt of Documents by Purchaser. Purchaser has received:

(i) a certificate executed by Sellers certifying as to the fulfillment of the matters contained in Sections 7.1(a), (b) and (c);

(ii) the original certificates for the Shares, duly endorsed in blank by Sellers or such other instruments of transfer as are reasonably acceptable to Purchaser in each case;

(iii) copies of all consents, approvals, releases from and filings with, all Governmental or Regulatory Authorities and all other Persons required in order to effect the transactions contemplated by this Agreement;

(iv) each Ancillary Agreement required to be executed and delivered by parties other than the Purchaser, including, but not limited to:

(1) the Employment Agreement between the Company and M.

Wavada in substantially the form attached hereto as Exhibit B;

(2) the Consulting Agreement between the Company and D. Bessette in substantially the form attached hereto as Exhibit C; and

(3) the Non-Competition Agreements between the Company and M. Wavada, D. Bessette and S. Comparetto in substantially the form attached hereto as Exhibit D;

(v) the written retirement of S. Comparetto effective as of the Closing Date;

(vi) the written resignations of the officers and directors of the Company; and

(vii) such other documents and instruments as may be reasonably required to consummate the transactions contemplated by this Agreement and the Ancillary Agreements to comply with the terms hereof and thereof.

VII.2. Conditions Precedent to Obligations of Sellers. The obligations of Sellers under this Agreement are, at the option of Sellers, subject to satisfaction of the following conditions on the Closing Date (or in the case of the items set forth in Section 7.2(d), on or prior to the Closing Date):

(a) Representations True. The representations and warranties of Purchaser contained in this Agreement or in any Schedule or certificate delivered pursuant to this Agreement shall be true, complete, and accurate in all material respects on the date hereof (except for those representations and warranties that are made as of a specific date need only be true and correct in all material respects as of such date).

(b) Performance of Obligations. Purchaser has duly performed all obligations, covenants and agreements undertaken by Purchaser in this Agreement in all material respects and has complied with all terms and conditions applicable to Purchaser under this Agreement to be performed and complied with on or before the Closing Date in all material respects.

(c) No Litigation. No suit, action, or other proceeding is threatened or pending before any court or Governmental or Regulatory Authority in which it will be or it is sought to restrain, prohibit or materially delay the consummation of the transactions contemplated by this Agreement or to obtain material damages from Purchaser in connection with this Agreement or the consummation of this Agreement.

(d) Receipt of Documents by Sellers. At the Closing, Purchaser and/or the Company shall have delivered the following to Sellers:

(i) the Purchase Price by wire transfer of immediately available funds to the account specified pursuant to Article II;

(ii) a certificate executed by the Purchaser certifying the fulfillment of the matters contained in Sections 7.2(a), (b) and (c);

(iii) copies of all consents, approvals, releases from and filings with, all Governmental or Regulatory Authorities required in order to effect the transactions contemplated by this Agreement

(iv) each Ancillary Agreement required to be executed and delivered by parties other than the Sellers, including, but not limited to:

(1) the Note executed in favor of M. Wavada in substantially the form attached hereto as Exhibit A;

(2) the Employment Agreement between the Company and M. Wavada in substantially the form attached hereto as Exhibit B;

(3) the Consulting Agreement between the Company and D. Bessette in substantially the form attached hereto as Exhibit C; and

(4) the Non-Competition Agreements between the Company and M. Wavada, D. Bessette and S. Comparetto in substantially the form attached hereto as Exhibit D;

(v) such other documents and instruments as may be reasonably required to consummate the transactions contemplated by this Agreement and the Ancillary Agreements and to comply with the terms hereof and thereof.

ARTICLE VIII. TERMINATION

VIII.1. Termination Events. By notice given prior to or at Closing, subject to 8.2, this Agreement may be terminated as follows:

(a) by mutual written consent of Purchaser and Sellers;

(b) by Purchaser, if a material Breach of any provision of this Agreement is committed by Seller and, following Purchaser's delivery of written notice of such Breach to Sellers, such Breach is not waived by Purchaser or cured by Sellers within ten (10) days of receipt of such notice;

(c) by Sellers, if a material Breach of any provision of this Agreement is committed by Purchaser and, following Sellers' delivery of written notice of such Breach to Purchaser, such Breach is not waived by Seller or cured by Purchaser within ten (10) days of receipt of such notice;

(d) by Purchaser, if any condition in Section 7.1 is not satisfied as of the Closing Date (other than through the failure of Purchaser to comply with its obligations under this Agreement), and Purchaser does not waive such condition in writing on or

before the Closing Date; or

(e) by Sellers, if any condition in Section 7.2 is not satisfied as of the Closing Date (other than through the failure of Sellers to comply with its obligations under this Agreement), and Sellers do not waive such condition in writing on or before the Closing Date.

VIII.2. Effect of Termination. Each Party's right of termination under Section 8.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to 8.1, all obligations of the Parties under this Agreement will terminate, except that this Section 8.2 will survive. Notwithstanding any other provision of this Agreement, under no circumstances will either Party be liable to the other for any consequential, special, incidental, indirect or punitive damages relating to the termination of this Agreement.

ARTICLE IX. SURVIVAL; INDEMNIFICATION; DISPUTES

IX.1. Survival of Representations and Warranties. Notwithstanding the Closing of the transactions contemplated under this Agreement, or any investigation made by or on behalf of Sellers or Purchaser, the representations and warranties of Sellers and Purchaser contained in this Agreement will survive the Closing for a period of twenty four (24) months following the Closing; provided, however, that (i) the representations and warranties of Sellers contained in Section 3.9 (Taxes), and Section 3.15 (Employee Benefit Plans) and Section 3.16 (Intellectual Property) and Section 3.17 (Environmental) will survive the applicable statute of limitations plus thirty (30) days, (ii) the representations and warranties of Sellers contained in Section 3.1 (Capitalization), Section 3.3 (Authority of the Company; Consents), Section 3.19 (Title to Assets), Section 4.1 (Authorization of Sellers) and Section 4.3 (Title) will survive indefinitely, and (iv) the representations and warranties of Purchaser contained in Section 5.1 (Authorization of Purchaser) will survive indefinitely.

IX.2. Sellers' Indemnification. Subject to Section 9.6 of this Agreement, Sellers, jointly and severally, will indemnify and save harmless Purchaser from any and all costs, expenses, losses, fines, penalties, interest, damages and liabilities incurred or suffered, directly or indirectly, by Purchaser (including, without limitation, reasonable legal fees and expenses) (collectively, "Indemnified Costs") resulting from or attributable to (a) the failure of any one or more of the representations or warranties of Sellers set forth in Article III and Article IV of this Agreement to be true and correct, (b) any claims, demands, suits, investigations, proceedings or actions by any third party containing or relating to allegations that, if true, would constitute a failure of any one or more of the representations or warranties of Sellers set forth in Article III and Article IV of this Agreement to be true and correct, and (c) the breach of any covenants of Sellers contained in this Agreement. Such right to indemnification shall be Purchaser's sole and exclusive remedy to recover any such Indemnified Costs.

IX.3. Purchaser's Indemnification. Purchaser will indemnify and save harmless Sellers from any and all Indemnified Costs resulting from or attributable to (a) the failure of any one or more of the representations or warranties of Purchaser set forth in Article V of this Agreement to

be true and correct, (b) any claims, demands, suits, investigations, proceedings or actions by any third party containing or relating to allegations that, if true, would constitute a failure of any one or more of the representations or warranties of Purchaser set forth in Article V of this Agreement to be true and correct, (c) the breach of any covenants of Purchaser set forth in this Agreement, and (d) any claims, demands, suits, investigations, proceedings or actions by any third party against the Company relating to events occurring after the Closing Date that are attributable, directly or indirectly, to the conduct of Purchaser. Such right to indemnification shall be Sellers' sole and exclusive remedy to recover any such Indemnified Costs.

IX.4. Procedures.

(a) Notice of Indemnified Costs. Except as set forth in Section 11.3 with respect to Tax Matters, as soon as reasonably practicable after Sellers or Purchaser (the "Indemnified Party"), as the case may be, has knowledge of any claim that it has under this Article IX that may result in an Indemnified Cost (a "Claim"), the Indemnified Party shall give written notice thereof (a "Claims Notice") to the other party (such other party, the "Indemnifying Party"). A Claims Notice must describe the Claim in reasonable detail, and indicate the amount (estimated, as necessary and to the extent feasible) of the Indemnified Costs that have been or may be suffered by the Indemnified Party. No delay in or failure to give a Claims Notice by the Indemnified Party to the Indemnifying Party pursuant to this Section 9.4(a) will adversely affect any of the other rights or remedies that the Indemnified Party has under this Agreement, or alter or relieve the Indemnifying Party of its obligations to indemnify the Indemnified Party except to the extent that the Indemnifying Party is materially prejudiced thereby. The Indemnifying Party shall respond to the Indemnified Party (a "Claim Response") within forty-five (45) days (the "Response Period") after the date that the Claims Notice is sent by the Indemnified Party. Any Claim Response must specify whether or not the Indemnifying Party disputes the Claim(s) described in the Claims Notice. If the Indemnifying Party fails to give a Claim Response within the Response Period, the Indemnifying Party will be deemed not to dispute the Claim described in the related Claims Notice. If the Indemnifying Party elects not to dispute a Claim described in a Claims Notice, whether by failing to give a timely Claim Response or otherwise, then the amount of Losses alleged in such Claims Notice will be conclusively deemed to be an obligation of the Indemnifying Party, and the Indemnifying Party shall pay, in cash, to the Indemnified Party within thirty (30) days after the last day of the applicable Response Period the amount specified in the Claims Notice. If the Indemnifying Party delivers a Claim Response within the Response Period indicating that it disputes one or more of the matters identified in the Claims Notice, the Indemnifying Party and the Indemnified Party shall promptly meet and use their reasonable efforts to settle the dispute. If the Indemnifying Party and the Indemnified Party are unable to reach agreement within thirty (30) days after the conclusion of the Response Period, then the dispute must be submitted to arbitration in accordance with Section 9.7.

(b) Opportunity to Defend Third Party Claims. Except as set forth in Section 11.3 with respect to Tax Matters, in the event of any claim by a third party against an Indemnified Party for which indemnification is available hereunder, the Indemnifying Party has the right, exercisable by written notice to the Indemnified Party, within sixty

(60) days of receipt of a Notice from the Indemnified Party to assume and conduct the defense of such claim with counsel selected by the Indemnifying Party. If the Indemnifying Party has assumed such defense as provided in this Section 9.4(b), the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense of such claim. If the Indemnifying Party does not assume the defense of any third party claim in accordance with this Section 9.4(b), the Indemnified Party may continue to defend such claim at the sole cost of the Indemnifying Party (subject to the limitations set forth in this Article IX) and the Indemnifying Party may still participate in, but not control, the defense of such third party claim at the Indemnifying Party's sole cost and expense. The Indemnified Party will not consent to a settlement of, or the entry of any judgment arising from, any such claim, without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld, delayed, or conditioned). Except with the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld, delayed, or conditioned), no Indemnifying Party, in the defense of any such claim, will consent to the entry of any judgment or enter into any settlement that (i) provides for injunctive or other non-monetary relief affecting the Indemnified or (ii) does not include as an unconditional term thereof the giving by each claimant or plaintiff to such Indemnified Party of a release from all liability with respect to such claim or litigation. In any such third party claim, the party responsible for the defense of such claim (the "Responsible Party") shall, to the extent reasonably requested by the other party, keep such other party informed as to the status of such claim, including, without limitation, all settlement negotiations and offers.

(c) Settlement. Except as set forth in Section 11.3 with respect to Tax Matters, the Responsible Party shall promptly notify the other party of each settlement offer with respect to a third party claim. Such other party shall promptly notify the Responsible Party whether or not such party is willing to accept the proposed settlement offer. In the event that the parties cannot agree on the settlement offer within thirty (30) days after notice of such settlement offer, then the matter will be submitted to arbitration in accordance with Section 9.7 by the Responsible Party. If any such settlement offer is made to any claimant and rejected by such claimant, the amount payable to an Indemnified Party with respect to such claim will not be limited to the amount of such settlement offer but will remain subject to all other limitations set forth in this Agreement.

IX.5. Adjustments to the Purchase Price. Any payments made pursuant to this Article IX shall be treated by the parties hereto as an adjustment to the Purchase Price, unless otherwise required by applicable Law.

IX.6. Limitations on Indemnification.

(a) Purchaser shall not be entitled to any Indemnified Costs to the extent that such Indemnified Costs are covered by any insurance or other third party proceeds.

(b) Purchaser shall not be entitled to Indemnified Costs to the extent that the Purchaser or the Company receives any current or future tax benefits as a result of such

Indemnified Costs.

IX.7. Resolution of Disputes. Except in the event of any litigation or proceeding commenced by any third party against Purchaser or Sellers in which the other party is an indispensable party or potential third party defendant, or in the event of a dispute as to which exclusive jurisdiction is vested in a particular court by applicable law, disputes arising under or in connection with this Article IX will be resolved in accordance with this Section 9.7. If Purchaser or Sellers is unable to resolve any dispute under this Article IX, such dispute shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining. The award(s) rendered by the arbitrators in accordance with this provision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction therefor. All arbitration proceedings or hearings shall be conducted in St. Louis, Missouri utilizing Missouri law. Sellers may join any other party in the arbitration proceedings that Sellers determines is necessary to reach a complete adjudication of any disputes arising under this Article IX. The failure of either Purchaser or Sellers to comply with the provisions of the foregoing shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution, shall constitute a breach of these provisions, and Purchaser and Sellers expressly stipulate that any court having jurisdiction over the parties shall be empowered to immediately enjoin any proceeding commenced in contravention of this Section 9.7 and the party failing to comply with these provisions shall reimburse the other parties for all costs and expenses (including legal fees) incurred in enforcing these provisions.

IX.8. Payment of Indemnified Costs. All Indemnified Costs under this Agreement will be paid in immediately available funds. All Indemnified Costs payable by Sellers under this Article IX shall be net of amounts actually recovered by Purchaser or its affiliates under any insurance policy.

ARTICLE X. POST-CLOSING AGREEMENTS

X.1. Further Documents and Assurances. At any time and from time to time after Closing, each Party shall, upon request of another Party, execute, acknowledge, and deliver all such further and other assurances and documents, and will take such action consistent with the terms of this Agreement, as may be reasonably required to carry out this Agreement and to permit each Party to enjoy its rights and benefits hereunder.

X.2. Seller's Employees. Purchaser shall have no obligation to offer employment to any specific employees of the Company, or any specific number of employees. Purchaser reserves the right to implement all of its normal pre-hiring conditions and to offer employment on such terms and conditions as it determines in its sole discretion. No provision in this Agreement shall create any third party beneficiary or other right in any person for any reason, including, without limitation, in respect of continued, resumed or new employment with the Company.

X.3. Continuation of Health Benefits for S. Comparetto. After Closing, so long as M. Wavada is employed by the Company under the Employment Agreement, the Company will

continue to offer health insurance coverage to S. Comparetto following her retirement from the Company. Such coverage will be at S. Comparetto's sole expense and the Company shall not be responsible for any costs associated with offering such coverage.

ARTICLE XI. TAX MATTERS

XI.1. Cooperation on Tax Matters. Purchaser and Sellers shall cooperate fully as and to the extent reasonably requested by any of the other above-named parties with respect to Tax matters, including, but not limited to, in connection with the filing of Tax Returns pursuant to this Article XI and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon request of any of the above-named parties) the provision of records and information which are reasonably relevant to any such Tax Return, audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Purchaser agrees to cause the Company to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (including any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with Governmental or Regulatory Authority and to give Sellers reasonable written notice prior to transferring, destroying or discarding such books and records, and, if Sellers so requests, the Company shall allow Sellers to take possession of such books and records.

XI.2. Tax Returns. Sellers shall prepare, or cause to be prepared, and shall file, or cause to be filed, all Tax Returns for the Company for periods ending on or before the Closing Date (each, a "Pre-Closing Period"). Purchaser shall prepare, or cause to be prepared, and file, or cause to be filed, all Tax Returns of the Company with respect to Pre-Closing Periods or periods commencing on or prior to the Closing Date and ending after the Closing Date (each, a "Straddle Period"), other than the Company Tax Returns to be filed by Sellers pursuant to the preceding sentence, and shall cause the Company to pay all Taxes shown on such Tax Returns; provided, however, that such Tax Returns prepared by the Purchaser shall be prepared by treating items on such Tax Returns in a manner consistent with the past practices and customs of the Company with respect to such items.

XI.3. Tax Controversies. Purchaser shall promptly notify Sellers of any inquiries, claims, assessments, audits or similar events with respect to Taxes relating to a Pre Closing Period or a Straddle Period for which Sellers may be liable under this Agreement (such inquiry, claim, assessment, audit or similar event, a "Tax Matter"). Sellers shall have the authority to represent the interests of the Company and shall have control of the defense, compromise or other resolution of any Tax Matter involving a Pre-Closing Period of the Company; provided, however, that Purchaser shall be entitled to participate in such Tax Matter at its own expense and Sellers shall obtain the consent of Purchaser prior to settling such Tax Matter, which consent shall not be unreasonably withheld, conditioned or delayed. Sellers shall keep Purchaser fully and timely informed with respect to the commencement, status and nature of such Tax Matter. With respect to Tax Matters involving a Straddle Period for which Sellers may be liable under the terms of this Agreement, Sellers and Purchaser shall jointly control the defense of such Tax Matter and neither may consent to the settlement of such a Tax Matter without the consent of the

other party, which consent shall not be unreasonably withheld, delayed or conditioned.

XI.4. Amendments to Tax Returns. Neither Purchaser nor the Company shall amend, refile, or otherwise modify any Tax Return for a Pre-Closing Period or Straddle Period (but only to the extent that such modifications relate to the amounts allocable to the portion of the Straddle Period ending on the Closing Date), or waive any limitation period with respect to such Tax Returns without the prior written consent of Sellers.

XI.5. Code Section 338 Election. Purchaser shall not make, or cause to be made, any election under Section 338 of the Code with respect to the transactions contemplated by this Agreement.

XI.6. Tax Refunds and Benefits. Any Tax Refunds that are received by Purchaser or the Company, and any amounts credited against any Tax to which Purchaser or the Company becomes entitled, that relate to Tax periods or portions thereof ending on or before the Closing Date shall be for the account of Sellers and Purchaser shall pay over to Sellers any such refund or the amount of such credit within five (5) days after receipt or entitlement thereto.

XI.7. Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and all conveyance fees, recording charges and other fees and charges (including penalties and interest) incurred in connection with the transactions contemplated by this Agreement shall be paid by Purchaser when due and Purchaser will, at its own expense, file all necessary tax returns and other documentation with respect to such taxes and fees.

ARTICLE XII.

ASSIGNMENT; THIRD PARTIES; BINDING EFFECT

The rights under this Agreement are not assignable nor are the duties delegable by Sellers or Purchaser without the written consent of Purchaser or Sellers, respectively, first having been obtained, and any attempted assignment or delegation without such consent will be null and void. Nothing contained in this Agreement is intended to convey upon any Person or entity, other than the parties and their successors in interest and permitted assigns, any rights or remedies under or by reason of this Agreement unless expressly stated. All covenants, agreements, representations and warranties and indemnification rights and obligations of the parties contained in this Agreement are binding on and will inure to the benefit of Purchaser and Sellers, respectively, and their respective representatives, successors and permitted assigns.

ARTICLE XIII.

EXPENSES

Except as otherwise specifically set forth in this Agreement, Purchaser and Sellers will bear their own respective expenses, including, without limitation, counsel and accountants' fees and investment banking fees, in connection with the preparation and negotiation of, and transactions contemplated under, this Agreement.

ARTICLE XIV.
NOTICES

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement, (a) when personally delivered, (b) upon receipt of a telephonic facsimile transmission with a confirmed telephonic transmission answer back, (c) three (3) days after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, or (d) one (1) Business Day after having been dispatched by a nationally recognized overnight courier service, addressed to the parties or their permitted assigns at the following addresses (or at such other address or number as is given in writing by either party to the other) as follows:

To Purchaser:

Timothy S. Finney
17632 Mytlewood Drive
Chesterfield, MO 63005

With a copy (which shall not constitute notice)
to:

Spencer Fane Britt & Browne LLP
1 North Brentwood Blvd. Suite 1000
St. Louis, Missouri 63105
Telephone: (314) 863-7733
Facsimile: (314) 862-4656
Attention: Patrick J. Sweeney, Esq.

To Sellers:

With a copy (which shall not constitute notice)
to:

ARTICLE XV.
MISCELLANEOUS

XV.1. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but which together shall constitute one in the same document. Delivery by facsimile of an executed copy of this Agreement shall be deemed effective delivery and such facsimile shall be deemed effective and enforceable as if it were an original.

XV.2. Captions and Section Headings; Construction. Captions and section headings are for convenience only, are not a part of this Agreement and may not be used in construing it. In this Agreement, unless the context otherwise requires, words expressed in the singular number shall include the plural and vice versa and words denoting any gender include all genders.

XV.3. Waivers. Any failure by any of the parties to comply with any of the obligations,

agreements or conditions set forth in this Agreement may be waived by the other party or parties, but any such waiver will not be deemed a waiver of any other obligation, agreement or condition contained herein.

XV.4. Entire Agreement. This Agreement, including any certificate, Schedule, or other document delivered pursuant to its terms, constitutes the entire agreement between the parties. There are no verbal agreements, representations, warranties, undertakings or agreements between the parties, and this Agreement may not be amended or modified in any respect, except by a written instrument signed by the parties to this Agreement.

XV.5. Governing Laws. This Agreement is to be governed by and construed in accordance with the internal laws of the State of Missouri, without regard to conflicts of laws. Except for matters governed by Section 9.7, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby will be instituted in a federal or state court sitting in St. Louis County, Missouri, which will be the exclusive jurisdiction and venue of said legal proceedings and each party hereto waives any objection which such party may now or hereafter have to the laying of venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of any such court in any such action, suit or proceeding. Any and all service of process and any other notice in any such action, suit or proceeding will be effective against such party when transmitted in accordance with the notice provision herein. Nothing contained herein will be deemed to affect the right of any party hereto to serve process in any manner permitted by law.

XV.6. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

XV.7. Attorneys' Fees. If any proceeding is brought by any party hereto against any other party hereto that arises out of, or is connected with, this Agreement, then the prevailing party in such proceeding shall be entitled to recover reasonable attorneys' fees and costs, including, without limitation, expert witness fees.

XV.8. Specific Performance. Each of the parties hereto acknowledges and agrees that the subject matter of this Agreement, including the business, assets and properties of the Company, is unique, that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached, and that the remedies at law would not be adequate to compensate such other parties not in default or in breach. Accordingly, each of the parties agree that the other parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions of this Agreement in addition to any other remedy to which they may be entitled, at Law or in equity. The parties waive any defense that a remedy at Law is adequate and any requirement to post bond or provide similar security in connection with actions instituted for injunctive relief or specific performance of this Agreement.

ARTICLE XVI.
DEFINITIONS

“Agreement” has the meaning set forth in the introduction.

“Ancillary Agreements” means the Employment Agreement, the Consulting Agreement, the Non-Competition Agreement, and all other instruments, certificates and other agreements entered into by Seller in connection with the consummation of the transactions contemplated by this Agreement.

“Adjustment Amount” has the meaning set forth in Section 2.2(a).

“Annual Financial Statement” has the meaning set forth in Section 3.6(a)(i).

“Breach” means any breach of any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation, in or of this Agreement subject to any written requirements for the passing of time or the giving of notice, or both.

“Business Day” means any day other than Saturday, Sunday, or day on which commercial banks are authorized or required by law to close in St. Louis, Missouri.

“Charter Documents” means the Articles of Incorporation, Bylaws, or other similar organizational documents of the Company or Purchaser, as the case may be, and any amendments thereto, as applicable.

“Claim” has the meaning set forth in Section 9.4(a).

“Claim Response” has the meaning set forth in Section 9.4(a).

“Claims Notice” has the meaning set forth in Section 9.4(a).

“Closing” has the meaning set forth in Article VI.

“Closing Date” has the meaning set forth in Article VI.

“Closing Adjustment Amount” has the meaning set forth in Section 2.2(b)(i).

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the introduction.

“Consulting Agreement” means the employment agreement between the Company and D. Bessette in the form of Exhibit D hereto.

“Contingent Consideration” has the meaning set forth in Section 2.3.

“Contract” has the meaning set forth in Section 3.3(a).

“Employment Agreement” means the employment agreement between the Company and

M. Wavada in the form of Exhibit C hereto.

“Encumbrances” has the meaning set forth in Section 3.3(a).

“Environmental Law” means any foreign, federal, state or local law, order, permit or other requirement of law, including any principle of common law, now or hereafter in effect, relating to the environment, public health or safety, in each case as applicable to the Company or the Leased Real Property.

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

“Fees” has the meaning set forth in Section 2.3(d).

“Governmental or Regulatory Authority” has the meaning set forth in Section 3.3(b).

“Indemnified Costs” has the meaning set forth in Section 9.2.

“Indemnified Party” has the meaning set forth in Section 9.4(a).

“Indemnifying Party” has the meaning set forth in Section 9.4(a).

“Interim Financial Statements” has the meaning set forth in Section 3.6(a)(ii).

“Knowledge” means actual knowledge after due inquiry.

“Law” has the meaning set forth in Section 3.3(a).

“Leased Real Property” has the meaning set forth in Section 3.4.

“Material Adverse Effect” means (a) any event, change, or circumstance that individually or when taken together with all other events, changes, or circumstances that have occurred prior to the date of the determination of the occurrence of the Material Adverse Effect, would reasonably be expected to materially and adversely affect the condition (financial or otherwise), results of operations, assets (including, without limitation, intangible assets), or the business of the Company, excluding any changes or effects resulting from general changes in economic, market, financial or capital markets, regulatory, political or national security conditions (including acts of war or terrorism), changes in conditions generally applicable to the industry for which the Company is involved or changes that result from the announcement or the consummation of the transactions contemplated hereby, or (b) any effect, change or circumstance that would, individually or in the aggregate, materially impair or hinder the ability of Sellers, the Company or Purchaser, as the case may be, to effect the Closing, to perform any of their material obligations under this Agreement or any agreements, documents, or instruments executed or delivered by Sellers, the Company or Purchaser, as the case may be, in connection with the transactions contemplated by this Agreement or to receive all of the material benefits contemplated by this Agreement.

“Material Contracts” has the meaning set forth in Section 3.12(a).

“Non-Competition Agreements” means the non-competition agreements between Purchaser and each Seller in the form of Exhibit D hereto.

“Order” has the meaning set forth in Section 3.3(a).

“Permit” has the meaning set forth in Section 3.18.

“Permitted Encumbrances” means (i) Encumbrances reflected in the Statements (or the footnotes to the Statements), (ii) governmental, zoning or planning restrictions or regulations, easements, Permits, restrictive covenants, encumbrances, conditions, encroachments and other restrictions or limitations on the use of real property or irregularities in, or exceptions to, title thereto which, individually or in the aggregate, do not materially impair the use of property used by the Company, and (iii) Encumbrances for current taxes, assessments or governmental charges or levies not yet due and payable..

“Person” means an individual, corporation, limited liability company, partnership, association, estate, trust, unincorporated organization, Governmental or Regulatory Authority, or other entity or organization.

“Plan” has the meaning set forth in Section 3.15(a).

“Pre-Closing Period” has the meaning set forth in Section 11.2.

“Pre-Closing Receivables” has the meaning set forth in Section 2.3.

“Purchase Price” has the meaning set forth in Section 2.1.

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

“Response Period” has the meaning set forth in Section 9.4(a).

“Responsible Party” has the meaning set forth in Section 9.4(b).

“Sellers” has the meaning set forth in the introduction.

“Shares” has the meaning set forth in the recitals.

“Statements” has the meaning set forth in Section 3.6(a)(ii).

“Straddle Period” has the meaning set forth in Section 11.2.

“Tax Matter” has the meaning set forth in Section 11.3.

“Tax Return” means any report, return, document, declaration or other information or filing required to be supplied to any taxing authority or jurisdiction (whether domestic or foreign) with respect to Taxes, including, without limitation, information returns, schedules or attachments, any documents with respect to or accompanying payment of estimated Taxes, or with respect to or accompanying requests for the extension of time in which to file any such report, return, document, declaration or other information and including any amendment thereof.

“Taxes” means any federal, state or foreign income, sales, use, payroll, withholding and employment taxes imposed or collected by a Governmental or Regulatory Authority.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

PURCHASER:

Timothy S. Finney

SELLERS:

Michael D. Wavada

Denise R. Bessette

Susan S. Comparetto