Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NOB HILL HOLDINGS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF SEPTEMBER, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NOB HILL HOLDINGS, INC." WAS INCORPORATED ON THE FIFTEENTH DAY OF NOVEMBER, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

3457384 8300

030572738

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2615504

DATE: 09-04-03

WSC0145

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TAB 22

WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
NOB HILL HOLDINGS, INC.

August 22, 2003

Pursuant to the Delaware General Corporation Law, the undersigned, being the sole director of Nob Hill Holdings, Inc., a Delaware corporation (the "Company"), hereby takes the following actions and adopts the following resolutions by unanimous written consent, effective as of the date set forth above:

Stock Purchase

WHEREAS, the Company wishes to purchase all of the issued and outstanding shares of stock of West Side Cellular, Inc., an Ohio corporation (the "Stock Purchase");

WHEREAS, there has been presented to the director for his review a draft of the Stock Purchase Agreement (the "Stock Purchase Agreement") between the Company and the Sellers;

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that the Stock Purchase is in the best interest of the Company; and it is further

RESOLVED, that the Stock Purchase be and hereby is, authorized and approved; and it is further

RESOLVED, that any officer of the Company be and it hereby is, authorized, for and on behalf of the Company, to negotiate such terms and conditions of the Stock Purchase Agreement as they may deem appropriate, and to execute and deliver (i) the Stock Purchase Agreement, with such changes from the text of the draft agreement referred to above as may appear to them, in their sole discretion, necessary or appropriate and (ii) all other documents, instruments, certificates, agreements or written obligations of the Company as may be desired or required in connection with the Stock Purchase; and it is further

WSC0146

RESOLVED, that the execution by an officer of the Company of any document authorized by the foregoing resolutions or any document executed in the accomplishment of any action or actions so authorized shall be the enforceable and binding act and obligation of the Company; and it is further

RESOLVED, that all acts, transactions, or agreements undertaken prior to the adopted of these resolutions by any of the officers or representatives of the Company, in the name of the Company, and for the account of the Company, in connection with the foregoing matters, are hereby ratified, confirmed, adopted and approved by the Company as acts of the Company.

[remainder of page left intentionally blank]

This Written Consent shall be filed with the minutes of the proceedings of the Board of Directors. This Written Consent shall be effective as of the date first set forth above.

John P. McNabola

[Signature page to Director Consent – SPA – Nob Hill Holdings, Inc.]

TAB 23

WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
NOB HILL HOLDINGS, INC.

August 22, 2003

Pursuant to the Delaware General Corporation Law, the undersigned, being the sole director (the "Director") of Nob Hill Holdings, Inc., a Delaware corporation (the "Company"), hereby takes the following actions and adopts the following resolutions by unanimous written consent, effective as of the date set forth above:

Consent to Borrow

WHEREAS, the Company is contemplating entering into the Stock Purchase Agreement between the Company and the Seller (as defined in the Stock Purchase Agreement) dated as of September 9, 2003 (the "Stock Purchase Agreement"); and

WHEREAS, there has been presented to the Director for his review a Promissory Note in favor of Utrecht-America Finance Co. ("UAFC") in an amount sufficient to satisfy the obligations under the Stock Purchase Agreement (the "Note"), along with a Security and Assignment Agreement, pursuant to which the Company pledges certain collateral to UAFC as security for the Note (the "Security Agreement").

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that any officer of the Company be and hereby is, authorized, for and on behalf of the Company, to negotiate such additional terms and conditions of the Note and Security Agreement as he or she may deem appropriate, and to execute and deliver (i) the Note and Security Agreement with such changes from the text of the drafts referred to above as may appear to him or her, in their sole discretion, necessary or appropriate and (ii) all other documents, instruments, certificates, agreements or written obligations of the Company as may be desired or required in connection with the Stock Purchase Agreement, Note and Security Agreement; and it is further

WSC0149

RESOLVED, that the execution by an officer of the Company of any document authorized by the foregoing resolutions or any document executed in the accomplishment of any action or actions so authorized shall be the enforceable and binding act and obligation of the Company; and it is further

RESOLVED, that all acts, transactions, or agreements undertaken prior to the adoption of these resolutions by any of the officers or representatives of the Company, in the name of the Company, and for the account of the Company, in connection with the foregoing matters, are hereby ratified, confirmed, adopted and approved by the Company as acts of the Company.

[The remainder of this page is intentionally left blank.]

WSC0150

This Written Consent shall be filed with the minutes of the proceedings of the Company. This Written Consent shall be effective as of the date first set forth above.

DIRECTOR

John P. McNabola

[Signature page to Consent – Nob Hill – Rabo loan]

TAB 24

WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
NOB HILL HOLDINGS, INC.

August 22, 2003

Pursuant to the Delaware General Corporation Law, the undersigned, being the sole director (the "Director") of Nob Hill Holdings, Inc., a Delaware corporation (the "Company"), hereby takes the following actions and adopts the following resolutions by unanimous written consent, effective as of the date set forth above:

Rabo Account

WHEREAS, the Company wishes to open a bank account at Rabobank in New York (the "Bank"), and to designate the Bank as a depository of funds of the Company; and

WHEREAS, the Company wishes to appoint authorized representatives with respect to such account;

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that the Company open an account at the Bank, which is hereby designated as the depository of the funds of the Company; that the usual and customary printed forms of resolutions prepared and currently being used by the Bank, a copy of which is ordered annexed to this Written Consent, be, and the same hereby is, adopted as the resolutions of the director as though set forth at length, and such form shall be prepared as to provide for the making and endorsing of all checks and other commercial papers of, and the making of any loans by, and the transaction of all business for, the Company with said depository by the following representatives of the Company:

John P. McNabola
Alice Dill Wendland

This Written Consent shall be filed with the minutes of the proceedings of the Company.

This Written Consent shall be effective as of the date set forth above.

DIRECTOR

John P. McNabola

[Signature page to Consent – Nob Hill – Rabo account]

TAB 25

WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
NOB HILL HOLDINGS, INC.

August 22, 2003

Pursuant to the Delaware General Corporation Law, the undersigned, being the sole director of Nob Hill Holdings, Inc., a Delaware corporation (the "Company"), hereby takes the following actions and adopts the following resolutions by unanimous written consent, effective as of the date set forth above:

Business Bank Account

WHEREAS, the Company wishes to open a bank account at Business Bank of California in San Francisco (the "Bank"), and to designate the Bank as the depository of certain and specific securities and/or funds of the Company; and

WHEREAS, the Company wishes to appoint authorized representatives with respect to such account.

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that the Company open an account at the Bank, which is hereby designated as the depository of the funds of the Company; that the usual and customary printed forms of resolutions prepared and currently being used by the Bank, a copy of which is ordered annexed to this Written Consent, be, and the same hereby is, adopted as the resolutions of the director as though set forth at length, and such form shall be prepared as to provide for the making and endorsing of all checks and other commercial papers of, and the making of any loans by, and the transaction of all business for, the Company with said depository by the following representatives of the Company:

Sean McNabola
Alice Dill Wendland

RESOLVED FURTHER, that the Company hereby states that there shall be a main address (the "Main Address") for the Company, and that the Bank is directed to send original statements to the Main Address, as shown below:

Main Address
C/O John P. McNabola
Powell & McNabola
50 Francisco Street
San Francisco, CA 94133
(415) 591-0100 x 594
(415) 399-9212 – fax

WSC0154

RESOLVED FURTHER, that all acts, transactions, or agreements undertaken prior to the adoption of these resolutions by any of the officers or representatives of the Company, in the name of the Company, and for the account of the Company, in connection with the foregoing matters, are hereby ratified, confirmed, adopted and approved by the Company as acts of the Company.

[Remained of page left intentionally blank]

WSC0155

This Written Consent shall be filed with the minutes of the proceedings of the Company.

This Written Consent shall be effective as of the date set forth above.

DIRECTOR

John P. McNabola

[Signature page to Consent – Nob Hill – Business Bank account]

WSC0156

TAB 26

WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
WEST SIDE CELLULAR, INC.

an Ohio corporation

September 9, 2003

The undersigned, being the sole director (the "Director") of West Side Cellular, Inc., an Ohio corporation (the "Company"), hereby takes the following actions and adopts the following resolutions by unanimous written consent, effective as of the date set forth above:

Election of Officers and Authorization

WHEREAS, the Director of the Company deems it to be in the best interests of the Company to replace all incumbent officers and to appoint new officers in their place; and

WHEREAS, the Director of the Company has received and reviewed a draft copy of a Company Joinder (the "Joinder"), to be executed by an officer of the Company; and

WHEREAS, THE Director has authorized the president of the Company, John P. McNabola, to execute the Joinder on behalf of the Company and to deliver the executed Joinder to the former shareholders of the Company.

NOW, THEREFORE, BE IT

RESOLVED, that all incumbent officers of the Company are hereby removed from office, effective immediately; and be it

RESOLVED FURTHER, that the following persons are hereby appointed to the positions set forth opposite their names to serve until their successors shall be duly qualified and elected

President	John P. McNabola
Treasurer	John P. McNabola
Secretary	John P. McNabola

[The remainder of this page is intentionally left blank.]

This Written Consent shall be filed with the minutes of the proceedings of the Board of Directors. This Written Consent shall be effective as of the date set forth above.

SOLE DIRECTOR

John P. McNabola

[Signature page to Director Consent – New Officers – West Side Cellular, Inc.]

WSC0158

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TAB 27

WRITTEN CONSENT OF
THE SOLE SHAREHOLDER
OF WEST SIDE CELLULAR, INC.
An Ohio corporation

September 9, 2003

The undersigned, being the sole shareholder of West Side Cellular, Inc., an Ohio corporation (the "Company"), hereby takes the following actions and adopts the following resolutions by written consent, effective as of the date set forth above:

ELECTION OF DIRECTOR

WHEREAS, the sole shareholder of the Corporation deems it to be in the best interests of the Corporation to replace all incumbent directors of the Corporation;

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that all incumbent directors are hereby removed from their current positions effective immediately; and be it

RESOLVED FURTHER, that John P. McNabola is hereby appointed as the director of the Corporation to serve until his replacement is duly qualified and elected.

[The remainder of this page is intentionally left blank.]

WSC0159

This Written Consent shall be filed with the minutes of the proceedings of the shareholders of the Corporation. This Written Consent shall be effective as of the date first above written.

MILLENNIUM RECOVERY FUND

John P. McNabola, Director

[Signature page to Shareholder Consent – New Director – West Side Cellular, Inc.]

TAB 28

NON-CONFIDENTIALITY CERTIFICATE

September 9, 2003

Reference is hereby made to acquisition by Nob Hill Holdings LLC, a corporation, of the capital stock of West Side Cellular, Inc., an Ohio corporation and the transactions relating thereto (collectively, the "Transactions").

Each of the undersigned hereby agrees, confirms, represents and certifies that (i) their disclosure of the structure or tax aspects of the Transactions has not been limited in any way by an express or implied understanding or agreement with or for the benefit of any third party, whether or not such understanding or agreement is legally binding, (ii) they do not know or have any reason to know that the details regarding the Transactions are protected from disclosure or use in any other manner, (iii) they have not requested from or imposed on any of the parties involved in the Transactions or any other third party any express or implied understanding or agreement of confidentiality whether or not such understanding or agreement is legally binding, (iv) they have not taken and will not take any action that would (a) cause the disclosure of the structure or tax aspects of the Transactions to be limited in any way by an express or implied understanding or agreement with or for the benefit of any third party, whether or not such understanding or agreement is legally binding or (b) cause the details regarding the Transactions to be protected from disclosure or use in any other manner, (v) they have not failed to take and will not, in the future, fail to take any action if such failure would (a) cause the disclosure of the structure or tax aspects of the Transactions to be limited in any way by an express or implied understanding or agreement with or for the benefit of any third party, whether or not such understanding or agreement is legally binding or (b) cause the details regarding the Transactions to be protected from disclosure or use in any other manner and (vi) neither Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, Utrecht-America Finance Co. or any of their affiliates has made or provided any statement, oral or written, to such party (or to such party's knowledge, any third party) as to the potential tax consequences of the Transactions.

Notwithstanding the foregoing, the agreements, confirmations, representations and certifications set forth above shall not apply to limitations on disclosure (i) created by statute or common law, including, without limitation, (A) attorney-client privilege (including work product), (B) confidentiality requirements applicable to banks in general or (C) federal or state securities laws or (ii) applying to the financial performance or condition of any of the undersigned or any of their assets.

By: _____
Name: John P. McNabola
Title: President

WEST SIDE CELLULAR, INC.

By: _____
Name:
Title:

MICHAEL TRICARICHI

By: _____
Name: Michael Tricarichi

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", NEW
YORK BRANCH

By: _____
Title:

By: _____
Title:

UTRECHT-AMERICA FINANCE CO.

By: _____
Title:

By: _____
Title:

NOB HILL HOLDINGS, INC.

By: _____
Title:

WEST SIDE CELLULAR, INC.

By: _____
Title:

COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH

By: _____
Title:

By: _____
Title:

UTRECHT-AMERICA FINANCE CO.

By: _____
Title:

By: _____
Title:

FORTREND INTERNATIONAL LLC

By: _____
Title:

KLINK & ASSOCIATES, INC.

By: [signature]
Title: President & Director

HAHN LOESER & PARKS

By: [signature]
Title: PARTNER

[signature]
Michael Tricarichi

FORTREND INTERNATIONAL LLC

By: _____
Title: _____

KLINK & ASSOCIATES, INC.

By: _____
Title: _____

HAHN LOESER & PARKS

By: _____
Title:

_____
Michael Tricarichi

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TAB 29

Nob Hill Holdings, Inc.

September 9, 2003

Chris Kortlandt
Rabobank International
New York Branch
245 Park Avenue
New York, NY 10167-0062

Dear Mr. Kortlandt:

We hereby instruct you to execute the following transfers:

Amount:	$ 34,621,594.06
To:	Bank of New York ABA #021-0000-18
Credit to:	Rabobank Nederland, New York Branch Acct. [redacted]-533
Further Credit to:	Michael Tricarichi Escrow Account Acct.# [redacted]1595
Reference:	Stock purchase price

Please debit our account at your Bank [redacted] 568).

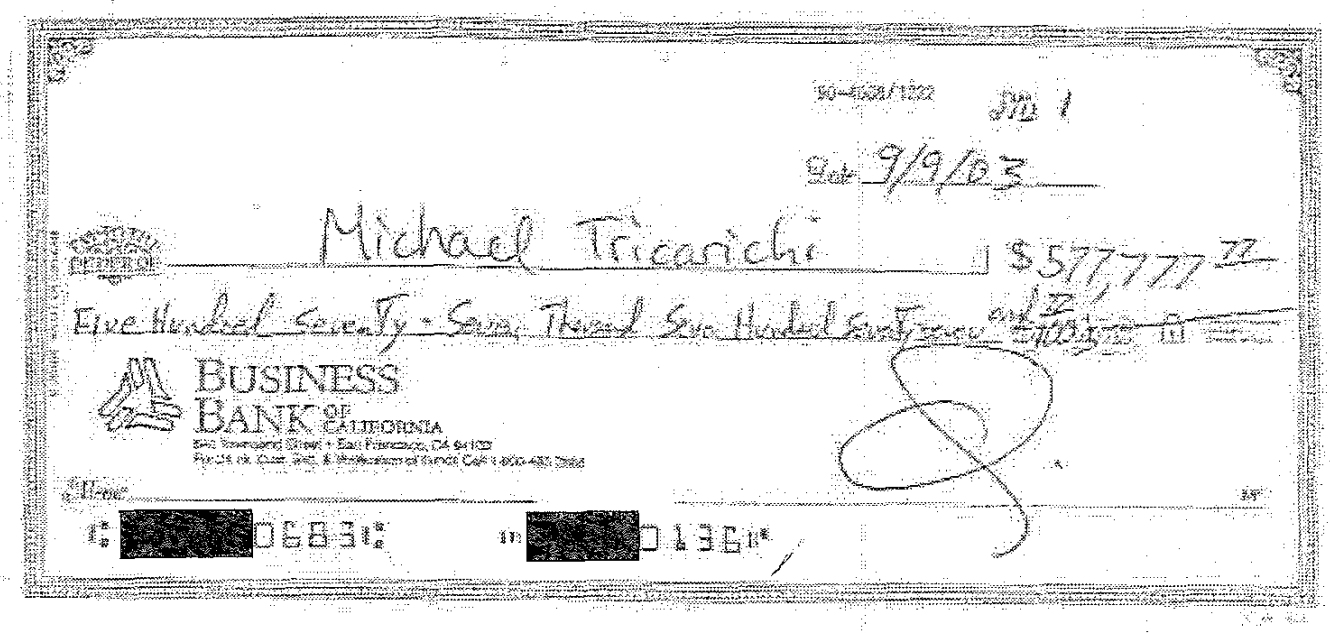
Thank you for your attention to this matter.

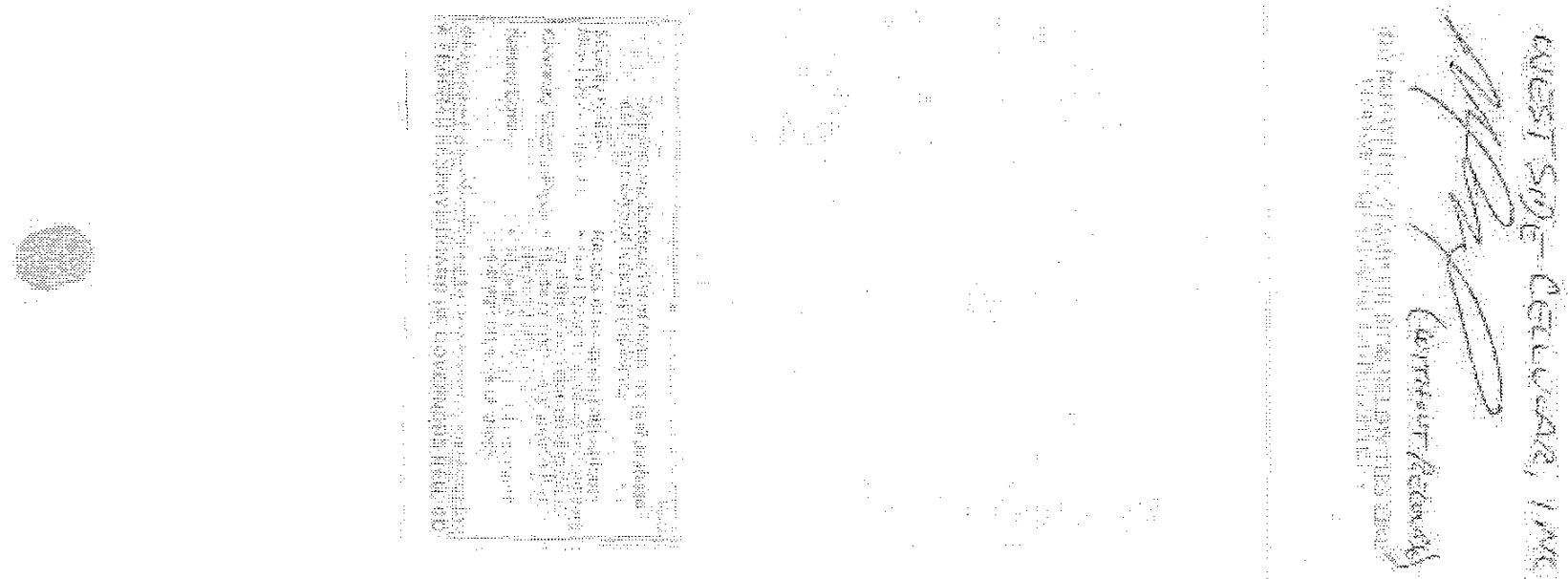
Very truly yours,

John P. McNabola
President

WSC0166

TAB 30


Michael Tricarichi
$577777.22
Five Hundred Seventy-Seven Thousand Seven Hundred Seventy-seven and 22/100
BUSINESS
BANK OF CALIFORNIA


Pay to the order of
West Side Cellular, Inc.

TAB 31

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CROSS-RECEIPT

Reference is made to the Stock Purchase Agreement, dated as of September 9, 2003 (the "Agreement"), by and among Nob Hill Holdings, Inc., a Delaware corporation ("Buyer"), and Michael Tricarichi, an individual ("Seller"), as sole shareholder of West Side Cellular, Inc., an Ohio corporation ("Company"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

1. Buyer hereby acknowledges that the documents to be delivered by Seller to Buyer pursuant to Section 7.2 of the Agreement, including but not limited to the corporate minute book for West Side Cellular, Inc., are in form and substance satisfactory to Buyer and have been delivered to, and/or the delivery of such has been waived by, Buyer and further acknowledges the receipt from Seller of a certificate representing the Shares.

2. Seller hereby acknowledges that documents to be delivered by Buyer to Seller pursuant to Section 7.4 of the Agreement are in form and substance satisfactory to Seller and have been delivered to, and/or the delivery of such has been waived by, Seller and further acknowledges the receipt from Buyer of a wire transfer of immediately available funds in the aggregate amount of US$34,621,594.06, and a check made payable to Michael Tricarichi in the amount of US$577,777.77, representing payment in full for the Shares.

3. Buyer and Seller, each acknowledges that the other party has performed and complied with all agreements, obligations and conditions contained in the Agreement that are required to be performed or complied with by it on or before the Closing Date.

This cross-receipt may be executed in one or more counterparts, each which shall be deemed an original and all of which together shall be considered one and the same cross-receipt.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this cross-receipt to be executed by their respective duly authorized officers as of the date first written above.

SELLER: MICHAEL TRICARICHI

By: _____

BUYER: NOB HILL HOLDINGS, INC.

By: _____
Name: John P. McNabola
Title: President

WSC0169

TAB 32

ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the Settlement Agreement and Release ("Agreement") entered into by and between Westside Cellular, Inc. d/b/a Cellnet and Cincinnati SMSA Limited Partnership, Ameritech Mobile Communications, Inc., and Ameritech Mobile Communications LLC in the case of *Westside Cellular, Inc. d/b/a Cellnet of Ohio v. New Par, et al.* The undersigned agrees to abide by the "Confidentiality" provisions contained in the Agreement.

John P. McNabola
on behalf of Nob Hill Holdings, Inc.

WSC0170

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TAB 33

ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the Settlement Agreement and Release ("Agreement") entered into by and between Westside Cellular, Inc. d/b/a Cellnet and New Par, Cellco Partnership and Vodafone Americas, Inc. in the case of *Westside Cellular, Inc. d/b/a Cellnet of Ohio v. New Par, et al.* The undersigned agrees to abide by the "Confidentiality" provisions contained in the Agreement.

John P. McNabola
on behalf of Nob Hill Holdings, Inc.

TAB 34

Klink & Associates, Inc.
1734 Granville Avenue, Unit 6
Los Angeles, CA 90025

September 9, 2003

Michael Tricarichi, as the sole
shareholder of West Side Cellular, Inc.
341 Arbour Gardens
Las Vegas, Nevada 89148

Re: **Nob Hill Holdings, Inc. - Purchase of All of the Issued and Outstanding Shares of West Side Cellular, Inc.**

Ladies and Gentlemen:

We have acted as special counsel to Nob Hill Holdings, Inc., a Delaware corporation ("Nob Hill"), in connection with the transactions which are the subject of that certain Stock Purchase Agreement, dated as of September 9, 2003 (the "Stock Purchase Agreement"), by and between Nob Hill and you, in your capacity as seller (in such capacity, "Seller") of the Shares (as such term is defined in the Stock Purchase Agreement). This opinion is rendered to you at your request.

In rendering the opinions contained herein, we have been furnished with and examined only the following documents, together with the certificates of officers and governmental authorities referred to on page 3:

1. The Stock Purchase Agreement;

2. Certificate of Incorporation of Nob Hill, as filed with the Secretary of State of the State of Delaware on November 15, 2001;

3. The Bylaws of Nob Hill certified by the Secretary of Nob Hill, Inc., as of September 9, 2003;

4. Written Consent of the Sole Director of Nob Hill dated as of August 22, 2003;

5. Any and all other documentation we deem necessary to review in order to review the opinions set forth herein.

The documents referred to in clauses 2, 3 and 4 are collectively referred to herein as the "Authorization Documents." In rendering the opinions contained herein, and with your consent, we have assumed, without independent investigation, that:

1. All documents submitted to us as originals are complete and authentic, all copies of documents submitted to us conform in all respects to the originals thereof, including all amendments or modifications thereto; all signatures to documents are genuine; the executed originals of all documents submitted to us in draft form conform in all respects to the drafts reviewed by us; all originals or copies submitted to us have not

been amended or modified since the date they were submitted to us by written or oral agreement of the parties thereto, by the conduct of the parties thereto or otherwise; all representations and certificates as to factual matters dated prior to or on the date hereof upon which we have relied are and remain accurate, adequate and complete on and as of the date hereof, and each natural person signing a document is a competent adult person of sound mind not operating under any legal disability, duress or fraud.

2. All parties (except Nob Hill) to the Stock Purchase Agreement (i) have duly authorized the transactions contemplated thereby and (ii) have the power and authority (corporate or otherwise) to execute and deliver the Stock Purchase Agreement and to perform their respective obligations thereunder, and such agreements are valid, binding and enforceable obligations of such parties. All parties (except Nob Hill) to the Stock Purchase Agreement have complied with all legal requirements applicable to them in entering into and performing the Stock Purchase Agreement (and all applicable exhibits thereto) in order to carry out the transactions contemplated thereby.

3. The conduct of the parties to the Stock Purchase Agreement has conformed to any requirement of good faith, fair dealing and conscionability. Each party to the Stock Purchase Agreement has acted in good faith without notice of any defense against the enforcement of any rights created by, or adverse claims to any property or security interest transferred or created as part of, the Stock Purchase Agreement.

4. The conduct of all parties pursuant to the Stock Purchase Agreement has conformed with all notice requirements in statutes, laws, rules, regulations and ordinances, unless such notice requirements have been validly and legally waived.

5. Seller has full power, authority and legal right to enter into and perform all agreements to which it is a party, and the Stock Purchase Agreement has been duly authorized, executed and delivered by Seller, and constitutes the legal, valid and binding obligation of Seller.

6. Except for the Stock Purchase Agreement and all exhibits and schedules attached thereto, including, but not limited to, the executed originals of the forms of such exhibits, there are no agreements (written or oral) among Nob Hill and Seller or Seller and third parties, and there is no usage of trade or course of dealings among the parties, that would (i) expand, define, supplement, diminish, qualify or otherwise modify the respective rights and obligations of Nob Hill hereunder, or (ii) have any effect on any of the opinions set forth in this letter.

7. The representations and warranties of each party to the Stock Purchase Agreement (including Nob Hill) are true and complete.

8. All parties to the Stock Purchase Agreement and their respective related parties have sought and obtained independent advice regarding the federal, state, local or foreign tax consequences of the transactions provided for in the Stock Purchase Agreement and related documents or related thereto and have not requested tax advice from Klink & Associates, Inc., nor relied upon Klink & Associates, Inc., to analyze such transactions from a tax perspective or to advise any of them regarding such tax consequences.

Except where expressly stated otherwise, we have not undertaken any special or independent investigation to determine the existence or absence of any facts in connection with the transactions contemplated by the Stock Purchase Agreement

(including, without limitation, any examination of documents in our files or otherwise made available to us by Nob Hill in connection with matters unrelated to the Stock Purchase Agreement), and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of Nob Hill in connection with the Stock Purchase Agreement or otherwise.

In rendering the opinions expressed below, we have relied, with your consent, as to factual matters solely upon the statements, representations and warranties of the various parties contained in the above-listed documents and upon a certificate executed by the President of Nob Hill. We did not independently verify such matters. We also have obtained and relied, with your consent, on certificates and other communications from governmental authorities as to maters concerning the due incorporation, valid existence and good standing of Nob Hill.

In addition, notwithstanding anything contained in this letter to the contrary, with your consent, we expressly disclaim any opinion as to:

1. The effect of any ordinances, statutes, administrative decisions, orders, rules and regulations of any municipality, county or other political subdivision of any state;

2. The truth, accuracy and completeness of any of the representations, warranties or statements as to factual matters given by Nob Hill or required of Nob Hill under the Stock Purchase Agreement or any other documents or instruments executed in connection therewith, and we have undertaken no independent investigation with respect to the same;

3. The enforceability of provisions to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy, that the election of a particular remedy or remedies does not preclude recourse to one or more other remedies and that the delay or failure to exercise rights or remedies will not operate as a waiver of such right or remedy;

4. The effect of any state or federal laws or foreign laws or regulations applicable to transactions because of the nature of the business by any party (other than Nob Hill) or because of the method by which business is conducted by any party (other than Nob Hill) to the Stock Purchase Agreement;

5. The enforceability of any provision for liquidated damages or restricting the right of any person to engage in any business or other activity; or

6. The federal, state, local or foreign tax consequences of the transactions provided for in the Stock Purchase Agreement and related documents or related thereto.

Based upon and subject to the foregoing, we are of the opinion that:

1. Nob Hill is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Delaware.

2. Nob Hill has the corporate power and corporate authority to execute and deliver the Stock Purchase Agreement and to perform all of its obligations under the Stock Purchase Agreement.

3. The Stock Purchase Agreement has been duly authorized, executed and delivered on behalf of Nob Hill.

4. The execution and delivery by Nob Hill of the Stock Purchase Agreement does not result in any violation of the Authorization Documents.

We have not been requested to opine, and we have not opined, as to any issues other than those expressly set forth herein, and no opinion may be implied or inferred beyond the matters expressly stated herein. This opinion is limited to matters governed by the Delaware General Corporation Law and the current laws of the State of California without reference to conflict of laws principles, to present judicial interpretations thereof and to facts as they presently exist, and we express no opinion with respect to any other laws or the law of any other jurisdiction. In rendering this opinion, we have no obligation to revise or supplement it upon a change occurring in applicable law by legislative action, judicial decision or otherwise.

Further, the opinions contained in this letter are given as of the date of this letter and are rendered exclusively for your benefit solely in connection with the consummation of the transactions contemplated by the Stock Purchase Agreement, and may not be relied upon to state directly or indirectly any general proposition or for any other purpose. We hereby disclaim any obligation to notify any person or entity after the date hereof if any change in fact or law should change our opinions with respect to any matter set forth in this letter.

The opinions contained in this letter are qualified to the extent, and are rendered and delivered on the express condition and assumption, that no counsel for the addressee has expressed in writing opinions which are contrary to the opinions set forth in this letter, in which event these opinions are not to be relied upon until we have had an opportunity to consider the matters further.

This opinion has been rendered to you at the request of Nob Hill, and may be relied upon by you only in connection with the transactions contemplated by the Stock Purchase Agreement. No other use or distribution of this opinion may be made, and no other person or party may rely on this opinion, without our express prior written consent in each instance.

Very truly yours,

KLINK & ASSOCIATES, INC.

TAB 35

POWER OF ATTORNEY

I, JOHN P. MCNABOLA, having a place of business at 50 Francisco Street, San Francisco, CA 94133, hereby appoint Patrick Mullins, an individual having a place of business at 744 Montgomery Street, San Francisco, CA, as my Attorney-in-Fact ("Agent") to execute such documents as may be reasonably required to be executed, and in the best interests of each of Nob Hill Holdings, Inc., and West Side Cellular, Inc., in that certain transaction between these two corporations (the "Transaction").

I hereby revoke any and all general powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to the Transaction that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf in this Transaction. This power and authority shall authorize my Agent to manage and conduct any and all of the affairs of either of the above-named corporations and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future as President of each of the above-named corporations. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, and other similar accounts with financial institutions.

   a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to either of the above-named corporations by any person, firm, corporation or political entity.

   b. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.

   c. Have access to any safe deposit box that either of the above-named corporations might own, including its contents.

2. Sell, exchange, buy, invest, or reinvest any assets or property owned by either of the above-named corporations. Such assets or property may include income producing or non-income producing assets and property.

3. Purchase and/or maintain insurance as would be ordinary and customary in the industry for by most other companies or corporations engaged in business similar to or substantially similar to that of either of the above-named corporations.

WSC0176

4. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against either of the above-named corporations or asserted on my behalf against any other person or entity.

5. Enter into binding contracts on behalf of either of the corporations named above;

6. Exercise all stock rights on behalf of either of the corporations named above as my proxy, including all rights with respect to stocks, bonds, debentures, or other investments.

7. Maintain and/or operate any business that may be owned by either of the above-named corporations.

8. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents for either of the above-named corporations.

9. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of the property of either of the above-named corporations (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any buildings or other real property now owned by either of the above-named corporations now owned or hereafter acquired in the future.

10. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.

b. Obtain information or documents from any government or its agencies, and negotiate, compromise, or settle any matter with such government or agency (including tax matters).

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including military and social security benefits).

This Power of Attorney shall be construed broadly as a General Power of Attorney for the general purpose of having SWRR, Inc. acquire Sixty Five Bedford Street, Inc., (and any related subsidiaries and/or other interests thereof). The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing: (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by

my Agent, and (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred in connection with this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated August 22, 2003 at Dublin, Ireland.

JOHN F. MCNABOLA

WSC0178

ARTICLE VIII

AMENDMENTS

These Regulations may be altered or amended by the affirmative vote of the holders of record of the shares entitling them to exercise a majority of the voting power of the Corporation on such proposal at any regular or special meeting of the shareholders if notice of such proposed alteration or amendment be contained in a notice of the meeting, or without meeting by the written consent and authorization of the holders of record of shares entitling them to exercise a majority of the voting power of the Corporation on such proposal. If these Regulations are altered or amended without a meeting, the Secretary of the Corporation shall mail a copy of such change to each holder of shares who would have been entitled to vote thereon and did not participate in adoption thereof.

WSC0097

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TAB 4

ACTION BY DIRECTORS
WITHOUT MEETING OF

WESTSIDE CELLULAR, INC.

The undersigned, being the Directors of Westside Cellular, Inc., an Ohio corporation (the "Corporation"), do hereby in writing and without a meeting, pursuant to Section 1701.54 of the Ohio Revised Code, consent to and adopt the following resolutions:

RESOLVED, that the officers of the Corporation shall be as follows, and the person whose name is set opposite each such office is elected to such office to serve until the first meeting of the Board of Directors following the next annual shareholder's meeting:

President	-	Michael Tricarichi
Vice President	-	Barbara Tricarichi
Treasurer	-	Barbara Tricarichi
Secretary	-	Michael Tricarichi

RESOLVED, that the form of certificate for shares attached hereto as Exhibit A is adopted as the definitive form of such certificate to be used by this Corporation.

RESOLVED, that this Corporation shall not have any seal.

RESOLVED, that the fiscal year of the Corporation shall end on December 31 of each year.

RESOLVED, that the Corporation is hereby authorized and directed to open a corporate banking account on behalf of the Corporation in the form attached hereto as Exhibit B, the resolutions of which are hereby incorporated by reference.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures as of the 13th day of March, 1988.

Michael Tricarichi

Barbara Tricarichi

TAB 5

WEST SIDE CELLULAR, INC.

SECRETARY'S AND INCUMBENCY CERTIFICATE

I, Michael Tricanichi, hereby certify that:

1. I am the duly elected, qualified and acting President and Secretary of West Side Cellular, Inc., an Ohio corporation (the "Corporation");

2. Attached to this Certificate as Exhibit 1 is a true, complete and correct copy of the Articles of Incorporation of the Corporation, which Articles have not been repealed or amended and remains in full force and effect as of the date hereof;

3. Attached to this Certificate as Exhibit 2 is a true, complete and correct copy of the Code of Regulations of the Corporation, which Code of Regulations has not been repealed or amended and remain in full force and effect as of the date hereof;

4. Attached to this Certificate as Exhibit 3 is a true, complete and correct copy of a resolution adopted by the Board of Directors of the Corporation dated September 8, 2003, which resolution was duly adopted in accordance with the Articles of Incorporation and Code of Regulations of the Corporation, has not been repealed or amended, and remains in full force and effect as of the date hereof;

5. The corporate record book of the Corporation reflects all actions taken by and minutes of meetings of the Board of Directors and Shareholders of the Corporation and is otherwise complete;

6. The following persons are, as of the date hereof, duly elected, qualified and acting officers of the Corporation holding the offices of the Corporation set forth below opposite their names, and the signature of each such officer (where set forth hereon) is such officer's true and genuine signature.

NAME	OFFICE	SIGNATURE
Michael Tricanichi	President and Secretary	
Barbara Tricanichi	Vice President and Treasurer	

WSC0099

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IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Corporation this ___ day of September, 2003.

Michael Tricarichi
President and Secretary

I, Barbara Tricarichi, Vice President and Treasurer of the Corporation, do hereby certify that Michael Tricarichi is the duly qualified, acting and elected President and Secretary of the Corporation and the signature set forth in the foregoing Certificate is his genuine signature.

Barbara Tricarichi
Vice President and Treasurer

WSC0100

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Index to Exhibits

Exhibit 1. Certificate of Incorporation

Exhibit 2 Code of Regulations

Exhibit 3. Resolution of Board of Directors of West Side Cellular, Inc. regarding Stock Purchase Agreement

TAB 6

United States of America
State of Ohio
Office of the Secretary of State

I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show WEST SIDE CELLULAR, INC., an Ohio corporation, Charter No. 720734, having its principal location in Cleveland, County of Cuyahoga, was incorporated on March 14, 1988 and is currently in GOOD STANDING upon the records of this office.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 2nd day of September, A.D. 2003

J. Kenneth Blackwell

Ohio Secretary of State

Validation Number: V2003245S301DA

COPY

WSC0102

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TAB 7

Sent directly to John P. McSabola post-closing.

WSC0103

TAB 8

Sent directly to John P. McNabola post-closing.

WSC0104

TAB 9

RESIGNATION

I, Barbara Tricarichi, do hereby resign my positions as Director, Vice President and Treasurer and from any other office of West Side Cellular, Inc., an Ohio corporation, to which I may have been elected, such resignation to be effective as of September 9, 2003.

Barbara Tricarichi

CLE-1036-1

WSC0105

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RESIGNATION

I, Michael Tricarichi, do hereby resign my positions as **Director, President and Secretary** and from any other office of **West Side Cellular, Inc.**, an Ohio corporation, to which I may have been elected, such resignation to be effective as of September 9, 2003.

Michael Tricarichi

WSC0106

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TAB 10

RESIGNATION

I, Michael Tricarichi, do hereby resign my positions as Director, President and Secretary and from any other office of West Side Cellular, Inc., an Ohio corporation, to which I may have been elected, such resignation to be effective as of September 9, 2003.

Michael Tricarichi

CLE - 802695.1

WSC0107

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RESIGNATION

I, **Barbara Tricarichi**, do hereby resign my positions as **Director, Vice President and Treasurer** and from any other office of **West Side Cellular, Inc.**, an Ohio corporation, to which I may have been elected, such resignation to be effective as of September 9, 2003

Barbara Tricarichi

CLE - 802695.1

WSC0108

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TAB 11

WEST SIDE CELLULAR
Balance Sheet
August 31, 2003

ASSETS		
Current Assets		
DLJ PERSHING MONEY MARKET	39,949,373.12	
NOTES RECEIVABLE	577,777.77	
RECEIVABLE FROM ESCROW AGENT	50,000.00	
Total Current Assets		40,577,150.89
Property and Equipment		
Total Property and Equipment		0.00
Other Assets		
Total Other Assets		0.00
Total Assets		40,577,150.89
LIABILITIES AND CAPITAL		
Current Liabilities		
ACCRUED WORKERS' COMP	2,133.94	
ACCRUED PERSONAL PROP. TAXES	3,645.81	
Total Current Liabilities		5,779.75
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		5,779.75
Capital		
CAPITAL STOCK	5,000.00	
RETAINED EARNINGS CURRENT	<1,342,691.42>	
Net Income	41,909,062.56	
Total Capital		40,571,371.14
Total Liabilities & Capital		40,577,150.89

WSC0109

WEST SIDE CELLULAR
Income Statement
For the Eight Months Ending August 31, 2003

	Year to Date	
Revenues		
SALES-AIRTIME, RECURRING & PHONES	1,387,216.74	2.06%
SALES-OTHER	65,950,240.68	97.76%
INTEREST INCOME	103,951.51	0.16%
Total Revenues	67,541,318.93	100.00%
Cost of Sales		
COS-AIRTIME	289,020.09	0.43%
COS-CELLULAR PHONE	134,617.42	0.20%
COS-OTHER	1,172,561.42	1.76%
COS-DEALER COMMISSIONS	4,445,839.53	6.68%
Total Cost of Sales	6,042,038.46	9.08%
Gross Profit	60,499,280.48	90.92%
Expenses		
SALARIES	8,315,685.48	12.50%
PAYROLL TAXES	180,884.99	0.27%
EMPLOYEE BENEFITS	74,542.60	0.11%
EMPLOYEE WELFARE	2,947.58	0.00%
ADVERTISING	122,759.66	0.18%
INSURANCE	5,479.12	0.01%
SALES PROMOTIONS	769.00	0.00%
RECRUITING	823.14	0.00%
VEHICLE MAINTENANCE	11,319.94	0.02%
LEASED VEHICLES	24,308.21	0.04%
ENTERTAINMENT	632.65	0.00%
TRAVEL	6,853.89	0.01%
TRAVEL - CELLNET MICH	301.39	0.00%
UTILITIES	11,189.36	0.02%
TELEPHONE	33,813.91	0.05%
POSTAGE	12,763.62	0.02%
DUES & SUBSCRIPTIONS	130.00	0.00%
SUPPLIES	3,386.32	0.01%
MISCELLANEOUS	5,872.95	0.01%
RENT	47,346.28	0.07%
BUILDING MAINTENANCE	3,570.94	0.01%
DEPRECIATION	4,204.05	0.01%
BAD DEBT	24,014.86	0.04%
CREDIT & COLLECTIONS	4,230.67	0.01%
BANK CHARGES	16,572.90	0.02%
PROFESSIONAL FEES	1,488,356.92	2.24%
THIRD PARTY BILLING FEES	26,372.53	0.04%
EQUIPMENT MAINTENANCE	5,644.40	0.01%
SYSTEM MAINTENANCE	397.49	0.00%
EQUIPMENT LEASE	1,748.31	0.00%
CONTRIBUTIONS	35.00	0.00%
PERSONAL PROPERTY TAX	6,040.07	0.01%
CASE EXPENSES	8,086,878.41	12.15%
SALES TAX DISCOUNTS	<806.32>	0.00%
(GAIN) LOSS ON SALE F/A	56,660.45	0.09%
STATE INCOME TAX	50.00	0.00%
Total Expenses	18,590,217.92	27.94%
Net Income	41,909,062.56	62.98%

WSC0110

	Net Income per Books		41,909,062.56
Add	50% Entertainment Expense		316.08
Add	Depreciation		4,204.05
Deduct	Bad Debt		(20,000.00)
	Total adjustments to income (M1)		(15,479.93)
	Taxable Income Before NOL		41,893,582.64
	NOL Carry Forward		(1,257,638.00)
	Net Taxable Income		40,635,944.64
	Federal Tax	35.00%	14,222,580.62
	State Tax		
	First $50,000	0.51%	255.00
	Over $50,000	8.50%	3,449,805.29
	Local		597,321.26
	State & Local Tax reduction		(1,416,583.54)
	Net taxes		16,853,378.63
	Fortrend premium		5,372,014.44
	Cash balance as of 09/03/03		40,571,371.14
	Net cash payout to Mike Tricarichi		35,199,356.70

WSC0111

TAB 12

NON-CONFIDENTIALITY CERTIFICATE

September 9, 2003

Reference is hereby made to acquisition by Nob Hill Holdings LLC, a corporation, of the capital stock of West Side Cellular, Inc., an Ohio corporation and the transactions relating thereto (collectively, the "Transactions").

Each of the undersigned hereby agrees, confirms, represents and certifies that (i) their disclosure of the structure or tax aspects of the Transactions has not been limited in any way by an express or implied understanding or agreement with or for the benefit of any third party, whether or not such understanding or agreement is legally binding, (ii) they do not know or have any reason to know that the details regarding the Transactions are protected from disclosure or use in any other manner, (iii) they have not requested from or imposed on any of the parties involved in the Transactions or any other third party any express or implied understanding or agreement of confidentiality whether or not such understanding or agreement is legally binding, (iv) they have not taken and will not take any action that would (a) cause the disclosure of the structure or tax aspects of the Transactions to be limited in any way by an express or implied understanding or agreement with or for the benefit of any third party, whether or not such understanding or agreement is legally binding or (b) cause the details regarding the Transactions to be protected from disclosure or use in any other manner, (v) they have not failed to take and will not, in the future, fail to take any action if such failure would (a) cause the disclosure of the structure or tax aspects of the Transactions to be limited in any way by an express or implied understanding or agreement with or for the benefit of any third party, whether or not such understanding or agreement is legally binding or (b) cause the details regarding the Transactions to be protected from disclosure or use in any other manner and (vi) neither Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, Utrecht-America Finance Co. or any of their affiliates has made or provided any statement, oral or written, to such party (or to such party's knowledge, any third party) as to the potential tax consequences of the Transactions.

Notwithstanding the foregoing, the agreements, confirmations, representations and certifications set forth above shall not apply to limitations on disclosure (i) created by statute or common law, including, without limitation, (A) attorney-client privilege (including work product), (B) confidentiality requirements applicable to banks in general or (C) federal or state securities laws or (ii) applying to the financial performance or condition of any of the undersigned or any of their assets.

STRUCHINSKI SULLIVAN NON-CONFIDENTIALITY CERTIFICATE

WSC0112

By: _____
Name: John P. McNabola
Title: President

WEST SIDE CELLULAR, INC.

By: _____
Name:
Title:

MICHAEL TRICARICHI

By: _____
Name: Michael Tricarichi

COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH

By: _____
Title:

By: _____
Title:

UTRECHT-AMERICA FINANCE CO.

By: _____
Title:

By: _____
Title:

WSC0113

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NOB HILL HOLDINGS, INC.

By: _____
Title:

WEST SIDE CELLULAR, INC.

By: _____
Title:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", NEW
YORK BRANCH

By: _____
Title:

By: _____
Title:

UTRECHT-AMERICA FINANCE CO.

By: _____
Title:

By: _____
Title:

3

FORTREND INTERNATIONAL LLC

By: _____
Title:

KLINK & ASSOCIATES, INC.

By: [signature]
Title: President & Director

HAHN LOESER & PARKS

By: [signature]
Title: PARTNER

[signature]
Michael Tricarichi

STRUCTURED SETTLEMENT NON-CONFIDENTIALITY CERTIFICATE

WSC0115

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FORTREND INTERNATIONAL LLC

By: _____
Title: _____

KLINK & ASSOCIATES, INC.

By: _____
Title: _____

HAHN LOESER & PARKS

By: _____
Title: _____

_____
Michael Tricarichi

STRUCTURED NON-CONFIDENTIALITY CERTIFICATE

WSC0116

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TAB 13

CROSS-RECEIPT

Reference is made to the Stock Purchase Agreement, dated as of September 9, 2003 (the "Agreement"), by and among Nob Hill Holdings, Inc., a Delaware corporation ("Buyer"), and Michael Tricarichi, an individual ("Seller"), as sole shareholder of West Side Cellular, Inc., an Ohio corporation ("Company"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

1. Buyer hereby acknowledges that the documents to be delivered by Seller to Buyer pursuant to Section 7.2 of the Agreement, including but not limited to the corporate minute book for West Side Cellular, Inc., are in form and substance satisfactory to Buyer and have been delivered to, and/or the delivery of such has been waived by, Buyer and further acknowledges the receipt from Seller of a certificate representing the Shares.

2. Seller hereby acknowledges that documents to be delivered by Buyer to Seller pursuant to Section 7.4 of the Agreement are in form and substance satisfactory to Seller and have been delivered to, and/or the delivery of such has been waived by, Seller and further acknowledges the receipt from Buyer of a wire transfer of immediately available funds in the aggregate amount of US$34,621,594.06, and a check made payable to Michael Tricarichi in the amount of US$577,777.77, representing payment in full for the Shares.

3. Buyer and Seller, each acknowledges that the other party has performed and complied with all agreements, obligations and conditions contained in the Agreement that are required to be performed or complied with by it on or before the Closing Date.

This cross-receipt may be executed in one or more counterparts, each which shall be deemed an original and all of which together shall be considered one and the same cross-receipt.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this cross-receipt to be executed by their respective duly authorized officers as of the date first written above.

SELLER: MICHAEL TRICARICHI

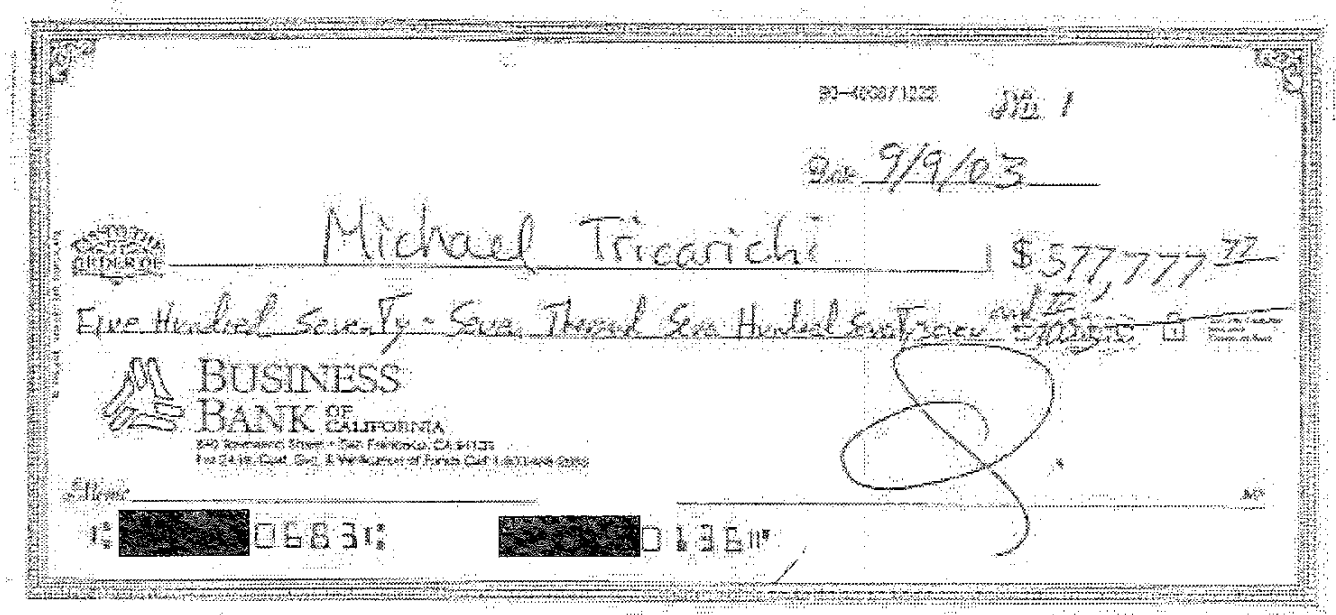
By: _____

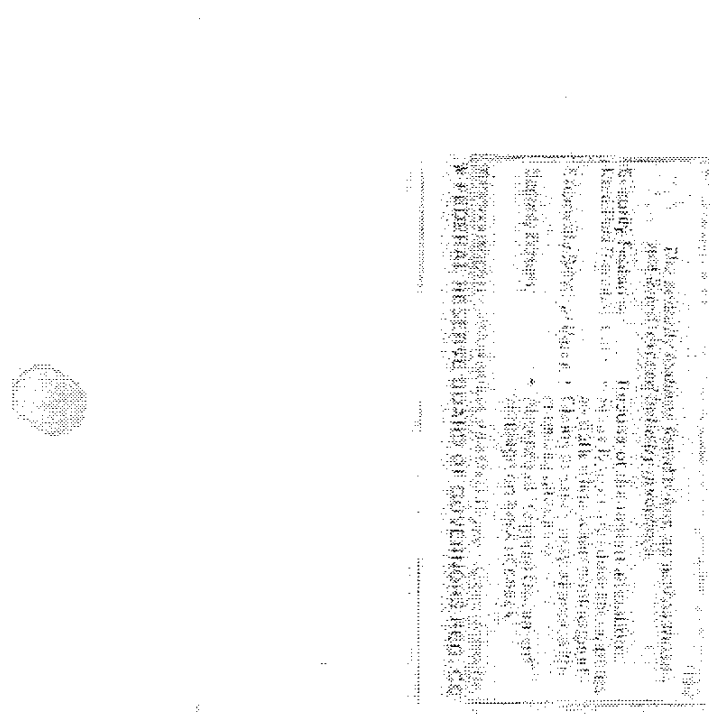
BUYER: NOB HILL HOLDINGS, INC.

By: _____
Name: John P. McNabola
Title: President

WSC0118

TAB 14


9/9/03
Michael Tricarichi
$ 577,777.77
Five Hundred Seventy-Seven Thousand Five Hundred Seventy-Seven and 77/100
BUSINESS BANK OF CALIFORNIA
0683
1361



TAB 15

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is dated this 4th day of August, 2003, by and between WESTSIDE CELLULAR, INC. D/B/A CELLNET OF OHIO, an Ohio corporation, having an address at 23632 Mercantile Road, Beachwood, Ohio 44122 ("Assignor") and LXV GROUP LLC., an Ohio limited liability corporation, having an address at 23632 Mercantile Road, Beachwood, Ohio 44122 ("Assignee").

1. LEASE. Robert J. Broida, Trustee d/b/a Mercantile Associates ("Landlord"), as landlord, and Assignor, as tenant, entered into that certain Lease dated February 1, 1995 as extended and/or amended (the "Lease") for certain premises located at 23632 Mercantile Road, Beachwood, Ohio 44122, as more particularly described in the Lease (the "Premises").

2. ASSIGNMENT OF LEASEHOLD INTEREST. For good and valuable consideration received, the Assignor hereby transfers, grants and assigns the Lease as of the Effective Date (as hereinafter defined), together with all of Assignor's right, title and interest therein and thereunder, as tenant, as well as all appurtenances thereto and all related documents pertinent thereto, to the Assignee, its successors and assigns.

3. EFFECTIVE DATE. This Agreement shall be effective as August 1, 2003 (the "Effective Date").

4. ASSUMPTION OF LIABILITY. The Assignee hereby assumes from and after the Effective Date the timely and true performance of all the rents, terms, covenants, conditions and provisions of the Lease hereby assigned and accruing or to be performed on or after said Effective Date, all with the full force and effect as if the Assignee had executed the Lease originally as tenant named therein and shall render performance of the same directly to the Landlord.

5. ADJUSTMENTS IN RENT. The parties shall adjust the rent and any additional rent due for the month in which the Effective Date occurs, on a per diem basis, as of the Effective Date. This paragraph shall survive the Effective Date.

6. REPRESENTATIONS. Assignor certifies that as of the date hereof the Lease is in full force and effect; Assignor is not in default or breach of any of the provisions of the Lease; no event has occurred which with the passage of time or the giving of notice or both, would constitute an event of default by Assignor under the Lease; and the Lease constitutes the entire rental agreement between Landlord and Assignor for the Premises and has not been amended, modified, supplemented or superseded except as expressly set forth in this Assignment and Assumption of Lease.

7. SUCCESSORS AND ASSIGNS. The covenants, conditions and provisions contained in this Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

WSC0120

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Lease to be properly executed as of the day and year first above written.

ASSIGNOR: WESTSIDE CELLULAR, INC.

By: _____
Name:
Title:

ASSIGNEE: LXV GROUP, L.L.C.

By: _____
Name:
Title:

ACCEPTED AND APPROVED: MERCANTILE ASSOCIATES

By: _____
Name:
Title:

CLE - 802848.1

FROM: CELLNET CORP PHONE NO.: 2147830985 Mar. 22. 2000 11:13AM P.4

WSC0121

TAB 16

September 9, 2003

Nob Hill Holdings, Inc.
50 Francisco Street
San Francisco, California 94133
Attn: John P. McNabola

Re: **Sale of All of the Issued and Outstanding Shares of West Side Cellular, Inc.**

Ladies and Gentlemen:

We have acted as special counsel to West Side Cellular, Inc., an Ohio corporation ("West Side Cellular"), and Michael Tricarichi, as the sole shareholder of West Side Cellular ("Seller"), in connection with the transactions that are the subject of that certain Stock Purchase Agreement dated as of September 9, 2003 (the "Stock Purchase Agreement"), by and between Seller and Nob Hill Holdings, Inc., a Delaware corporation ("Nob Hill"). All capitalized terms used in this opinion without definition have the respective meanings given to them in the Stock Purchase Agreement. This opinion is rendered to you at the request of Seller.

In rendering the opinions contained herein, we have been furnished with and examined only the following documents, together with the certificates of officers and governmental authorities referred to below:

The Stock Purchase Agreement;

Articles of Incorporation of West Side Cellular;

The Code of Regulations of West Side Cellular;

Such other records, certificates, documents and instruments, as we have deemed necessary or appropriate to review in order to review the opinions expressed herein.

In rendering the opinions contained herein, and with your consent, we have assumed, without independent investigation, that:

A. All documents submitted to us as originals are complete and authentic, all copies of documents submitted to us conform in all respects to the originals thereof, including all amendments or modifications thereto; all signatures to documents are genuine; the executed originals of all documents submitted to us in draft form conform in all respects to the drafts reviewed by us; all originals or copies submitted to us have not been amended or modified since the date they were submitted to us by written or oral agreement of the parties thereto, by the conduct of the parties thereto or otherwise; all representations and certificates as to factual

matters dated prior to or on the date hereof upon which we have relied are and remain accurate, adequate and complete on and as of the date hereof, and each natural person signing a document is a competent adult person of sound mind not operating under any legal disability, duress or fraud.

B. All parties (except Seller) to the Stock Purchase Agreement (i) have duly authorized the transactions contemplated thereby and (ii) have the power and authority (corporate or otherwise) to execute and deliver the Stock Purchase Agreement and to perform their respective obligations thereunder, and such agreements are valid, binding and enforceable obligations of such parties. All parties (except Seller) to the Stock Purchase Agreement have complied with all legal requirements applicable to them in entering into and performing the Stock Purchase Agreement (and all applicable exhibits thereto) in order to carry out the transactions contemplated thereby.

C. The conduct of the parties to the Stock Purchase Agreement has conformed to all requirements of good faith, fair dealing and conscionability. Each party to the Stock Purchase Agreement has acted in good faith without notice of any defense against the enforcement of any rights created by, or adverse claim to any property or security interest transferred or created as part of, the Stock Purchase Agreement.

D. The conduct of all parties pursuant to the Stock Purchase Agreement has conformed with all notice requirements in statutes, laws, rules, regulations and ordinances, unless such notice requirements have been validly and legally waived.

E. Nob Hill has full power, authority and legal right to enter into and perform all agreements to which it is a party, and the Stock Purchase Agreement has been duly authorized, executed and delivered by Nob Hill, and constitutes the legal, valid and binding obligation of Nob Hill.

F. Except for the Stock Purchase Agreement and all exhibits and schedules attached thereto, including, but not limited to, the executed originals of the forms of such exhibits, there are no agreements (written or oral) between Nob Hill and Seller or Seller and third parties, and there is no usage of trade or course of dealings among the parties, that would (i) expand, define, supplement, diminish, qualify or otherwise modify the respective rights and obligations of Seller hereunder, or (ii) have any effect on any of the opinions set forth in this letter.

G. The representations and warranties of each party to the Stock Purchase Agreement (including Seller) are true and complete.

H. All parties to the Stock Purchase Agreement and their respective related parties have sought and obtained independent advice regarding the federal, state, local or foreign tax consequences of the transactions provided for in the Stock Purchase Agreement and related documents or related thereto.

WSC0123

I. We have not undertaken any special or independent investigation to determine the existence or absence of any facts in connection with the transactions contemplated by the Stock Purchase Agreement (including, without limitation, any examination of documents in our files or otherwise made available to us by West Side Cellular in connection with matters unrelated to the Stock Purchase Agreement), and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of West Side Cellular in connection with the Stock Purchase Agreement or otherwise. In basing the opinions set forth herein on "our knowledge," the words "our knowledge" are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in the transaction contemplated under the Stock Purchase Agreement.

J. In rendering the opinions expressed below, we have relied, with your consent, as to factual matters solely upon the statements, representations and warranties of the various parties contained in the above-listed documents and upon a certificate executed by Seller and the President of West Side Cellular (the "Certificate"). We did not independently verify such matters. We also have obtained and relied, with your consent, on certificates and other communications from governmental authorities as to matters concerning the due incorporation, valid existence and good standing of West Side Cellular.

K. In addition, notwithstanding anything contained in this letter to the contrary, with your consent, we expressly disclaim any opinion as to the federal, state, local or foreign tax consequences of the transactions provided for in the Stock Purchase Agreement and related documents or related thereto. We understand that all parties to the Stock Purchase Agreement and their respective related parties have sought and obtained independent advice regarding the federal, state, local or foreign tax consequences of the transactions provided for in the Stock Purchase Agreement and related documents or related thereto.

Based upon and subject to the foregoing, as of the date and time one minute prior to actual consummation of the transaction contemplated by the Stock Purchase Agreement (the "Opinion Date"), we are of the opinion that:

A. West Side Cellular is a corporation incorporated, validly existing, and in good standing under the laws of the State of Ohio.

B. Seller has the requisite power and authority to execute and deliver the Stock Purchase Agreement and to perform all of his obligations under the Stock Purchase Agreement.

C. The Stock Purchase Agreement has been duly authorized, executed and delivered on behalf of Seller.

D. No notice to, action of, or filing with any governmental agency or regulatory body is required to authorize the execution and delivery of the Stock Purchase

Agreement by Seller.

E. The authorized capital stock of West Side Cellular consists of seven hundred and fifty (750) shares of voting common stock, no par value, of which one hundred (100) shares are outstanding as of the date of this opinion. To our knowledge and based on the Certificate, all such outstanding shares were validly issued and outstanding, fully paid and nonassessable, and there are no other securities of West Side Cellular of any class issued, reserved for issuance or otherwise outstanding. To our knowledge and based on the Certificate, there are no options, offers, warrants, conversion rights, subscriptions or agreements or rights of any kind to subscribe for or to purchase, or commitments to issue (either formal or informal, firm or contingent) shares of capital stock or other securities of West Side Cellular (whether debt, equity or a combination thereof) or obligating West Side Cellular to grant, extend or enter into any such agreement or commitment. To our knowledge and based on the Certificate, there are no commitments, agreements or other arrangements relating to the shares of common stock of West Side Cellular currently issued and outstanding and such shares are not subject to any pledges, security interests, liens, encumbrances, claims or equitable interests.

We have not been requested to opine, and we have not opined, as to any issues other than those expressly set forth herein, and no opinion may be implied or inferred beyond the matters expressly stated herein. This opinion is limited to matters governed by the laws of the State of Ohio without reference to conflict of laws principles, to present judicial interpretations thereof, and to facts as they presently exist, and we express no opinion with respect to any other laws or the law of any other jurisdiction. In rendering this opinion, we have no obligation to revise or supplement it upon a change occurring in applicable law by legislative action, judicial decision or otherwise.

Further, the opinions contained in this letter are given as of the date of this letter and are rendered exclusively for your benefit in connection with the consummation of the transactions contemplated by the Stock Purchase Agreement, and may not be relied upon to state directly or indirectly any general proposition or for any other purpose. We hereby disclaim any obligation to notify any person or entity after the date hereof if any change in fact or law should change our opinions with respect to any matter set forth in this letter.

The opinions contained in this letter are qualified to the extent, and are rendered and delivered on the express condition and assumption, that no counsel for the addressee has expressed in writing opinions which are contrary to the opinions set forth in this letter, in which event these opinions are not to be relied upon until we have had an opportunity to consider the matters further.

This opinion has been rendered to you at the request of West Side Cellular and Seller, and may be relied upon by you only. No other use or distribution of this opinion may be made, and no other person or party may rely on this opinion, without our express prior written consent in each instance.

Very truly yours,

Hahn Loeser & Parks LLP

WSC0126

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Docket No. 23630-12
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TAB 17

IRREVOCABLE STOCK POWER

That, I, **Michael Tricarichi**, for value received, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto **Nob Hill Holdings, Inc., One Hundred (100)** shares of non-voting common stock of **West Side Cellular, Inc., an Ohio corporation,** standing in my name on the books of the company as evidenced by stock certificate number 1 and do hereby constitute and appoint _____, my true and lawful attorney, irrevocable for me and in my name and stead, to assign, transfer and set over, all or any part of the said stock, and for that purpose, to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power, hereby ratifying and confirming all that its said attorney, or his substitute or substitutes shall lawfully do by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of this 9th day of September, 2003.

Michael Tricarichi

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WSC0127

EXHIBIT 1-J
Docket No. 23630-12
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TAB 18

State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NOB HILL HOLDINGS, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF NOVEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3457384 8100

010579231

AUTHENTICATION: 1449630

DATE: 11-15-01

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EXHIBIT 1-J
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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/15/2001
010579631 – 3437394

STATE *of* DELAWARE
CERTIFICATE *of* INCORPORATION
A STOCK CORPORATION

* First: The name of this Corporation is Nob Hill Holdings, Inc.

* Second: Its registered office in the State of Delaware is to be located at 9 East Loockerman Street Street, in the City of Dover County of Kent Zip Code 1990. The registered agent in charge thereof is National Registered Agents, Inc.

* Third: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

* Fourth: The amount of the total authorized capital stock of this corporation is One Thousand Dollars ($1,000.00) divided into 1,000 shares of ONE Dollars ($1.00) each.

* Fifth: The name and mailing address of the incorporator are as follows:

Name Patrick Mullins

Mailing Address 220 Jackson Street, 3rd Fl.

San Francisco, CA Zip Code 94111

* I, The Undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 15th day of November, A.D. 2001

BY: _____
(Incorporator)

NAME: Patrick Mullins
(Type or Print)

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TAB 19

BYLAWS
OF
NOB HILL HOLDINGS, INC.
(hereinafter called the "Corporation")

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be in the City of Dover, County of Kent, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, Special Meetings of Stockholders, for any purpose or purposes, may be called by either (i) the Chairman, if there be one, or (ii) the President, (iii) any Vice President, if there be one, (iv) the Secretary or (v) any Assistant Secretary, if there be one, and shall be called by any such officer at the request in writing of a majority of the Board of Directors or at the reques. in writing of stockholders owning a majority of the capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Written notice of a Special Meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all

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meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 5. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, any question brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock represented and entitled to vote thereat. Each stockholder represented at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 6. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 7. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 8. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 7 of this Article II or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

ARTICLE III
DIRECTORS

Section 1. Number and Election of Directors. The Board of Directors shall consist of not less than one nor more than five members, the exact number of which shall initially be fixed by the Incorporator and thereafter from time to time by the Board of Directors. Except as provided in Section 2 of this Article, directors shall be elected by a plurality of the votes cast at Annual Meetings of Stockholders, and each director so elected shall hold office until the next Annual Meeting and until his successor is duly elected and qualified, or until his earlier resignation or removal. Any director may resign at any time upon notice to the Corporation. Directors need not be stockholders.

Section 2. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman, if there be one, the President, or any one director. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone or telegram on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, at all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing,

and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these Bylaws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 9. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if: (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract

or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV
OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors, in its discretion, may also choose a Chairman of the Board of Directors (who must be a director) and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election. The Board of Directors at its first meeting held after each Annual Meeting of Stockholders shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the President or any Vice President and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairman of the Board of Directors. The Chairman of the Board of Directors, if there be one, shall preside at all meetings of the stockholders and of the Board of Directors. He shall be the Chief Executive Officer of the Corporation, and except where by law the signature of the President is required, the Chairman of the Board of Directors shall possess the same power as the President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the President, the Chairman of the Board of Directors shall exercise all the powers and discharge all the duties of the President. The Chairman of the Board of Directors shall also

perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 5. President. The President shall, subject to the control of the Board of Directors and, if there be one, the Chairman of the Board of Directors, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors or the President. In the absence or disability of the Chairman of the Board of Directors, or if there be none, the President shall preside at all meetings of the stockholders and the Board of Directors. If there be no Chairman of the Board of Directors, the President shall be the Chief Executive Officer of the Corporation. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these Bylaws or by the Board of Directors.

Section 6. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chairman of the Board of Directors), the Vice President or the Vice Presidents if there is more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairman of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 9. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V
STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the Chairman of the Board of Directors, the President or a Vice President and (ii) by the Treasurer or an Assistant

Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Where a certificate is countersigned by (i) a transfer agent other than the Corporation or its employee, or (ii) a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI
NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed, by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the word "Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII
INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other than Those by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is

or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders. To the extent, however, that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a

manner he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe his conduct was unlawful, if his action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 4 shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Sections 1 or 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director, officer, employee or agent may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 1 and 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standards of conduct set forth in Sections 1 or 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director, officer, employee or agent seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director, officer, employee or agent seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses incurred in defending or investigating a threatened or pending action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director, officer, employee or agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, contract, vote of stockholders or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Sections 1 and 2 of this Article VIII shall be made to the fullest extent permitted by law. The provisions of this Article VIII shall not

be deemed to preclude the indemnification of any person who is not specified in Sections 1 or 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify under the provisions of the General Corporation Law of the State of Delaware, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or the obligation to indemnify him against such liability under the provisions of this Article VIII.

Section 9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was a director or officer of the Corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

Section 10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IX
AMENDMENTS

Section 1. These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors, provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of stockholders or Board of Directors as the case may be. All such amendments must be approved by either the holders of a majority of the outstanding

capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office.

Section 2. Entire Board of Directors. As used in this Article IX and in these Bylaws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

[Remainder of page intentionally left blank]

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of NOB HILL HOLDINGS, INC., a Delaware corporation; and

2. That the foregoing bylaws, comprising 13 pages, constitute the bylaws of said corporation as duly adopted and ratified by action of the sole director taken on August 1, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 1st day of August, 2003.

John P. McNabola

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TAB 20

Certificate of Incumbency
of
Nob Hill Holdings, Inc.

The undersigned, the Secretary of Nob Hill Holdings, Inc., a Delaware corporation (the "Company"), hereby certifies as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Company's Certificate of Incorporation (the "Articles") as in effect on the date hereof. There has been no amendment to the Articles since the Articles were filed with the Secretary of State of the State of Delaware nor has any action been taken, or, to the best of my knowledge, contemplated by the Board of Directors (the "Board") or the shareholders of the Company for the purpose of effecting any further amendment or modification thereof.

2. Attached hereto as Exhibit B, is a true, correct and complete copy of the Company's Bylaws as in effect on the date hereof.

3. Attached hereto as Exhibit C, is a true, correct and complete copy of a resolution adopted by the Board of Directors of the Company dated August 22, 2003, which resolution was adopted in accordance with the Certificate of Incorporation and Bylaws of the Company, has not been appealed or amended, and remains in full force and effect as of the date hereof.

4. The persons named below are the duly elected, qualified and acting officers of the Company, holding the office or offices set forth opposite their respective names below, and the signatures set forth opposite their names below are such persons' genuine signatures.

Name	Office	Signature
John P. McNabola	President/Treasurer/Secretary	

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of September, 2003.

John P. McNabola
Secretary

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TAB 21

Note: *The corporation is not required to complete Schedules L, M-1, and M-2 if Question T3 on Schedule K is answered "Yes."*

Schedule L Balance Sheets per Books	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
Assets				
1 Cash		142,655		42,074
2a Trade notes and accounts receivable	665,389		597,282	
b Less allowance for bad debts	(17,463)	647,926	(20,000)	577,282
3 Inventories		95,990		46,656
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach schedule)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach schedule)				
10a Buildings and other depreciable assets	297,021		299,662	
b Less accumulated depreciation	(210,921)	86,100	(222,963)	76,699
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (attach schedule)		279,930		250
15 Total assets		1,252,601		742,881
Liabilities and Shareholders' Equity				
16 Accounts payable		4,221,989		2,991,277
17 Mortgages, notes, bonds payable in less than 1 year		12,365		
18 Other current liabilities (attach schedule)		70,615		49,295
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach schedule)				
22 Capital stock: a Preferred stock				
b Common stock		5,000		5,000
23 Additional paid-in capital				
24 Retained earnings—Appropriated (attach schedule)				
25 Retained earnings—Unappropriated		-3,057,368		-1,342,691
26 Adjustments to shareholders' equity (attach schedule)				
27 Less cost of treasury stock		( )		( )
28 Total liabilities and shareholders' equity		1,252,601		742,881

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return (see page 20 of instructions)			
1 Net income (loss) per books	1,714,677	7 Income recorded on books this year not included on this return (itemize): Tax-exempt interest $	
2 Federal income tax per books			
3 Excess of capital losses over capital gains			
4 Income subject to tax not recorded on books this year (itemize):		8 Deductions on this return not charged against book income this year (itemize): a Depreciation $	
5 Expenses recorded on books this year not deducted on this return (itemize): a Depreciation $ 8,602		b Charitable contributions $	
b Charitable contributions $			
c Travel and entertainment $ 1,124 Bad Debt 2,537		9 Add lines 7 and 8	
6 Add lines 1 through 5	12,263	10 Income (line 28, page 1)—line 6 less line 9	1,726,940

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)			
1 Balance at beginning of year	-3,057,368	5 Distributions: a Cash	
2 Net income (loss) per books	1,714,677	b Stock	
3 Other increases (itemize):		c Property	
		6 Other decreases (itemize):	
		7 Add lines 5 and 6	
4 Add lines 1, 2, and 3	-1,342,691	8 Balance at end of year (line 4 less line 7)	-1,342,691

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Note: *The corporation is not required to complete Schedules L, M-1, and M-2 if Question 13 on Schedule K is answered "Yes."*

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash		142,656		42,074
2a Trade notes and accounts receivable	665,389		597,202	
b Less allowance for bad debts	(17,463)	647,926	(20,000)	577,202
3 Inventories		95,990		46,856
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach schedule)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach schedule)				
10a Buildings and other depreciable assets	297,021		299,682	
b Less accumulated depreciation	(210,921)	86,100	(222,983)	76,699
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (attach schedule)		279,930		250
15 Total assets		1,252,601		742,681
Liabilities and Shareholders' Equity				
16 Accounts payable		4,221,989		2,031,277
17 Mortgages, notes, bonds payable in less than 1 year		12,365		
18 Other current liabilities (attach schedule)		70,615		49,295
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach schedule)				
22 Capital stock: a Preferred stock				
b Common stock		5,000		5,000
23 Additional paid-in capital				
24 Retained earnings—Appropriated (attach schedule)				
25 Retained earnings—Unappropriated		-3,057,368		-1,342,691
26 Adjustments to shareholders' equity (attach schedule)				
27 Less cost of treasury stock		( )		( )
28 Total liabilities and shareholders' equity		1,252,601		742,681

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return (see page 20 of instructions)

1	Net income (loss) per books	1,714,677	7 Income recorded on books this year not included on this return (itemize): Tax-exempt interest $	
2	Federal income tax per books			
3	Excess of capital losses over capital gains			
4	Income subject to tax not recorded on books this year (itemize):			
5	Expenses recorded on books this year not deducted on this return (itemize):		8 Deductions on this return not charged against book income this year (itemize):	
a	Depreciation $ 8,602		a Depreciation $	
b	Charitable contributions $		b Charitable contributions $	
c	Travel and entertainment $ 1,124			
	Bad Debt 2,537			
9	Add lines 7 and 8			
6	Add lines 1 through 5	12,263	10 Income (line 28, page 1)—line 6 less line 9	1,726,940

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)

1	Balance at beginning of year	-3,057,368	5 Distributions: a Cash	
2	Net income (loss) per books	1,714,677	b Stock	
3	Other increases (itemize):		c Property	
			6 Other decreases (itemize):	
			7 Add lines 5 and 6	
4	Add lines 1, 2, and 3	-1,342,691	8 Balance at end of year (line 4 less line 7)	-1,342,691

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APP0272

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2002

Attachment Sequence No. **67**

Name(s) shown on return: **Westside Cellular**

Business or activity to which this form relates

Identifying number: [redacted]

Part I Election To Expense Certain Tangible Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See page 2 of the instructions for a higher limit for certain businesses	1	$24,000
2	Total cost of section 179 property placed in service (see page 2 of the instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	$200,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see page 2 of the instructions	5	

	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
6			
7	Listed property. Enter the amount from line 29	7	

8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2001 Form 4562.	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2003. Add lines 9 and 10, less line 12 ▶	13	

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see page 3 of the instructions)	14	
15	Property subject to section 168(f)(1) election (see page 4 of the instructions)	15	
16	Other depreciation (including ACRS) (see page 4 of the instructions)	16	

Part III MACRS Depreciation (Do not include listed property.) (See page 4 of the instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2002	17	2,855
18	If you are electing under section 168(i)(4) to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B—Assets Placed in Service During 2002 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property		1,875	5 yrs	Half	MACRS	600
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C—Assets Placed in Service During 2002 Tax Year Using the Alternative Depreciation System

20a	Class life				S/L	
b	12-year			12 yrs.	S/L	
c	40-year			40 yrs.	MM	S/L

Part IV Summary (see page 6 of the instructions)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instr.	22	3,455
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

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Part V Listed Property (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)

Note: *For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.*

Section A—Depreciation and Other Information (Caution: *See page 8 of the instructions for limits for passenger automobiles.*)

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No 24b If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see page 7 of the instructions)						25		
26 Property used more than 50% in a qualified business use (see page 7 of the instructions):								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use (see page 7 of the instructions):								
		%				S/L –		
		%				S/L –		
		%				S/L –		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1.						28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1.							29	

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (do not include commuting miles—see page 2 of the instructions)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see page 8 of the instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See page 8 of the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See page 9 of the instructions.)		

Note: *If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.*

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2002 tax year (see page 9 of the instructions):					
43 Amortization of costs that began before your 2002 tax year				43	
44 Total. Add amounts in column (f). See page 9 of the instructions for where to report				44	

WSC0059

EXHIBIT 1-J
Docket No. 23630-12
Page 56 of 209

Westside Cellular
DBA: Cellnet of Ohio
Supplemental schedules for Form 1120
For tax year ending 12/31/2002

Line 26

Third Party Billing Fees	51,273
Insurance	12,855
Sales Promotion	3,438
Training	2,466
Equipment & Truck Leases	32,390
Entertainment @ 50%	1,125
Travel	7,422
Utilities	31,612
Telephone	62,256
Postage	23,025
Dues & Subscriptions	405
Office Supplies	9,513
Miscellaneous	3,868
Credit & Collections	9,927
Bank Charges	34,860
Professional Fees	962,324
Total Deductions	1,247,758

Schedule A, line 5

Airtime, recurring & roaming charges	726,525
Dealer commissions	139,638
Activation Cost	265,936
Total other cost	1,132,099

Schedule L, line 14	December-01	December-02
Prepaid activation cost	266,936	
Security deposits	13,744	
Investment-Mutual Fund	250	250
Total other assets	279,930	250

Schedule L, line 18	December-01	December-02
Accrued Interest		
Accrued taxes other than income	46,194	26,009
Employee withholdings	24,421	23,286
Total other current liabilities	70,615	49,295

WSC0060

EXHIBIT D

FORM OF NON-CONFIDENTIALITY CERTIFICATE

See Document Attached Hereto.

WSC0061

NON-CONFIDENTIALITY CERTIFICATE

September 9, 2003

Reference is hereby made to acquisition by Nob Hill Holdings LLC, a corporation, of the capital stock of West Side Cellular, Inc., an Ohio corporation and the transactions relating thereto (collectively, the "Transactions").

Each of the undersigned hereby agrees, confirms, represents and certifies that (i) their disclosure of the structure or tax aspects of the Transactions has not been limited in any way by an express or implied understanding or agreement with or for the benefit of any third party, whether or not such understanding or agreement is legally binding, (ii) they do not know or have any reason to know that the details regarding the Transactions are protected from disclosure or use in any other manner, (iii) they have not requested from or imposed on any of the parties involved in the Transactions or any other third party any express or implied understanding or agreement of confidentiality whether or not such understanding or agreement is legally binding, (iv) have not taken and will not take any action that would (a) cause the disclosure of the structure or tax aspects of the Transactions to be limited in any way by an express or implied understanding or agreement with or for the benefit of any third party, whether or not such understanding or agreement is legally binding or (b) cause the details regarding the Transactions to be protected from disclosure or use in any other manner, (v) have not failed to take and will not, in the future, fail to take any action if such failure would (a) cause the disclosure of the structure or tax aspects of the Transactions to be limited in any way by an express or implied understanding or agreement with or for the benefit of any third party, whether or not such understanding or agreement is legally binding or (b) cause the details regarding the Transactions to be protected from disclosure or use in any other manner, neither Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, Utrecht-America Finance Co. or any of their affiliates has made or provided any statement, oral or written, to such party (or to such party's knowledge, any third party) as to the potential tax consequences of the Transactions.

Notwithstanding the foregoing, the agreements, confirmations, representations and certifications set forth above shall not apply to limitations on disclosure (i) created by statute or common law, including, without limitation, (A) attorney-client privilege (including work product), (B) confidentiality requirements applicable to banks i.. general or (C) federal or state securities laws or (ii) applying to the financial performance or condition of any of the undersigned or any of their assets.

NOB HILL HOLDINGS, INC.

By: _____
Title:

WEST SIDE CELLULAR, INC.

By: _____
Title:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", NEW
YORK BRANCH

By: _____
Title:

By: _____
Title:

UTRECHT-AMERICA FINANCE CO.

By: _____
Title:

By: _____
Title:

WSC0063

EXHIBIT 1-J
Docket No. 23630-12
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FORTREND INTERNATIONAL LLC

By: _____
Title:

KLINK & ASSOCIATES, INC.

By: _____
Title:

HAHN LOESER & PARKS

By: _____
Title:

_____
Michael Triantchi

STRUCTNOT NOB HILL NON-CONFIDENTIALITY CERTIFICATE

WSC0064

EXHIBIT 1-J
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EXHIBIT E

FORM OF LEGAL OPINION OF COUNSEL TO SELLER

See Document Attached Hereto.

[HLP LETTERHEAD]

August __, 2003

Nob Hill Holdings, Inc.
50 Francisco Street
San Francisco, California 94133
Attn: John P. McNabola

Re: Sale of All of the Issued and Outstanding Shares of West Side Cellular, Inc.

Ladies and Gentlemen:

We have acted as special counsel to West Side Cellular, Inc., an Ohio corporation ("West Side Cellular"), and Michael Tricarichi, as the sole shareholder of West Side Cellular ("Seller"), in connection with the transactions that are the subject of that certain Stock Purchase Agreement dated as of August __, 2003 (the "Stock Purchase Agreement"), by and between Seller and Nob Hill Holdings, Inc., a Delaware corporation ("Nob Hill"). All capitalized terms used in this opinion without definition have the respective meanings given to them in the Stock Purchase Agreement. This opinion is rendered to you at the request of Seller.

In rendering the opinions contained herein, we have been furnished with and examined only the following documents, together with the certificates of officers and governmental authorities referred to below:

The Stock Purchase Agreement;

Articles of Incorporation of West Side Cellular;

The Code of Regulations of West Side Cellular;

Such other records, certificates, documents and instruments, as we have deemed necessary or appropriate to review in order to review the opinions expressed herein.

In rendering the opinions contained herein, and with your consent, we have assumed, without independent investigation, that:

A. All documents submitted to us as originals are complete and authentic, all copies of documents submitted to us conform in all respects to the originals thereof,

WSC0066

EXHIBIT 1-J
Docket No. 23630-12
Page 63 of 209

including all amendments or modifications thereto; all signatures to documents are genuine; the executed originals of all documents submitted to us in draft form conform in all respects to the drafts reviewed by us; all originals or copies submitted to us have not been amended or modified since the date they were submitted to us by written or oral agreement of the parties thereto, by the conduct of the parties thereto or otherwise; all representations and certificates as to factual matters dated prior to or on the date hereof upon which we have relied are and remain accurate, adequate and complete on and as of the date hereof; and each natural person signing a document is a competent adult person of sound mind not operating under any legal disability, duress or fraud

B. All parties (except Seller) to the Stock Purchase Agreement (i) have duly authorized the transactions contemplated thereby and (ii) have the power and authority (corporate or otherwise) to execute and deliver the Stock Purchase Agreement and to perform their respective obligations thereunder; and such agreements are valid, binding and enforceable obligations of such parties. All parties (except Seller) to the Stock Purchase Agreement have complied with all legal requirements applicable to them in entering into and performing the Stock Purchase Agreement (and all applicable exhibits thereto) in order to carry out the transactions contemplated thereby.

C. The conduct of the parties to the Stock Purchase Agreement has conformed to all requirements of good faith, fair dealing and conscionability. Each party to the Stock Purchase Agreement has acted in good faith without notice of any defense against the enforcement of any rights created by, or adverse claim to any property or security interest transferred or created as part of, the Stock Purchase Agreement.

D. The conduct of all parties pursuant to the Stock Purchase Agreement has conformed with all notice requirements in statutes, laws, rules, regulations and ordinances, unless such notice requirements have been validly and legally waived.

E. Nob Hill has full power, authority and legal right to enter into and perform all agreements to which it is a party, and the Stock Purchase Agreement has been duly authorized, executed and delivered by Nob Hill, and constitutes the legal, valid and binding obligation of Nob Hill.

F. Except for the Stock Purchase Agreement and all exhibits and schedules attached thereto, including, but not limited to, the executed originals of the forms of such exhibits, there are no agreements (written or oral) between Nob Hill and Seller or Seller and third parties, and there is no usage of trade or course of dealings among

the parties, that would (i) expand, define, supplement, diminish, qualify or otherwise modify the respective rights and obligations of Seller hereunder, or (ii) have any effect on any of the opinions set forth in this letter.

G. The representations and warranties of each party to the Stock Purchase Agreement (including Seller) are true and complete.

H. All parties to the Stock Purchase Agreement and their respective related parties have sought and obtained independent advice regarding the federal, state, local or foreign tax consequences of the transactions provided for in the Stock Purchase Agreement and related documents or related thereto.

I. We have not undertaken any special or independent investigation to determine the existence or absence of any facts in connection with the transactions contemplated by the Stock Purchase Agreement (including, without limitation, any examination of documents in our files or otherwise made available to us by West Side Cellular in connection with matters unrelated to the Stock Purchase Agreement), and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of West Side Cellular in connection with the Stock Purchase Agreement or otherwise. In basing the opinions set forth herein on "our knowledge," the words "our knowledge" are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in the transaction contemplated under the Stock Purchase Agreement.

J. In rendering the opinions expressed below, we have relied, with your consent, as to factual matters solely upon the statements, representations and warranties of the various parties contained in the above-listed documents and upon a certificate executed by Seller and the President of West Side Cellular (the "Certificate"). We did not independently verify such matters. We also have obtained and relied, with your consent, on certificates and other communications from governmental authorities as to matters concerning the due incorporation, valid existence and good standing of West Side Cellular.

K. In addition, notwithstanding anything contained in this letter to the contrary, with your consent, we expressly disclaim any opinion as to the federal, state, local or foreign tax consequences of the transactions provided for in the Stock Purchase Agreement and related documents or related thereto. We understand that all parties to the Stock Purchase Agreement and their respective related parties have sought and obtained independent advice regarding the federal, state, local or foreign tax consequences of the transactions provided for in the Stock Purchase Agreement and related documents or related thereto.

Based upon and subject to the foregoing, as of the date and time one minute prior to actual consummation of the transaction contemplated by the Stock Purchase Agreement (the "Opinion Date"), we are of the opinion that:

A. West Side Cellular is a corporation incorporated, validly existing, and in good standing under the laws of the State of Ohio

B. Seller has the requisite power and authority to execute and deliver the Stock Purchase Agreement and to perform all of his obligations under the Stock Purchase Agreement.

C. The Stock Purchase Agreement has been duly authorized, executed and delivered on behalf of Seller.

D. No notice to, action of, or filing with any governmental agency or regulatory body is required to authorize the execution and delivery of the Stock Purchase Agreement by Seller.

E. The authorized capital stock of West Side Cellular consists of seven hundred and fifty (750) shares of voting common stock, no par value, of which one hundred (100) shares are outstanding as of the date of this opinion. To our knowledge and based on the Certificate, all such outstanding shares were validly issued and outstanding, fully paid and nonassessable, and there are no other securities of West Side Cellular of any class issued, reserved for issuance or otherwise outstanding. To our knowledge and based on the Certificate, there are no options, offers, warrants, conversion rights, subscriptions or agreements or rights of any kind to subscribe for or to purchase, or commitments to issue (either formal or informal, firm or contingent) shares of capital stock or other securities of West Side Cellular (whether debt, equity or a combination thereof) or obligating West Side Cellular to grant, extend or enter into any such agreement or commitment. To our knowledge and based on the Certificate, there are no commitments, agreements or other arrangements relating to the shares of common stock of West Side Cellular currently issued and outstanding and such shares are not subject to any pledges, security interests, liens, encumbrances, claims or equitable interests.

We have not been requested to opine, and we have not opined, as to any issues other than those expressly set forth herein, and no opinion may be implied or inferred beyond the matters expressly stated herein. This opinion is limited to matters governed by the laws of the State of Ohio without reference to conflict of laws principles, to present judicial interpretations thereof, and to facts as they presently exist, and we express no opinion with respect to any other laws or the law of any other jurisdiction. In rendering this opinion, we have no obligation to revise or

WSC0069

supplement it upon a change occurring in applicable law by legislative action, judicial decision or otherwise.

Further, the opinions contained in this letter are given as of the date of this letter and are rendered exclusively for your benefit in connection with the consummation of the transactions contemplated by the Stock Purchase Agreement, and may not be relied upon to state directly or indirectly any general proposition or for any other purpose. We hereby disclaim any obligation to notify any person or entity after the date hereof if any change in fact or law should change our opinions with respect to any matter set forth in this letter.

The opinions contained in this letter are qualified to the extent, and are rendered and delivered on the express condition and assumption, that no counsel for the addressee has expressed in writing opinions which are contrary to the opinions set forth in this letter, in which event these opinions are not to be relied upon until we have had an opportunity to consider the matters further.

This opinion has been rendered to you at the request of West Side Cellular and Seller, and may be relied upon by you only. No other use or distribution of this opinion may be made, and no other person or party may rely on this opinion, without our express prior written consent in each instance.

Very truly yours,

SCHEDULE 3.2(b)

CAPITAL STOCK OF COMPANY

Authorized:	Seven Hundred and Fifty (750) Shares of Common Stock, no par value
Issued and Outstanding:	One Hundred (100) Shares of Common Stock, no par value
Owner:	Michael Tricarichi - One Hundred (100) Shares of Common Stock, no par value

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SCHEDULE 3.2(g)

CLOSING ASSETS

(1) Cash in the amount of $39,949,373; and

(2) Seller Loan in the principal amount of $575,000 plus accrued interest of $2,777.77

WSC0072

SCHEDULE 3.2(j)

MATERIAL CONTRACTS

1. Settlement Agreement with Verizon Wireless.
2. Settement Agreement with Cingular Wireless.

WSC0073

SCHEDULE 3.2(n)

BANK ACCOUNTS AND POWERS OF ATTORNEY

Bank: Rabobank Netherland, New York Branch
245 Park Avenue
New York, New York 10167

Account Number: [redacted]1577

Signatories on Account: Michael Tricarichi

Bank: Chase NYC, DLJ Pershing Division
One Pershing Plaza
Jersey City, New Jersey 07399

Account Number: [redacted]1900

Signatories on Account: Michael Tricarichi

Bank: Key Bank, N.A.
24600 Chagrin Blvd
Beachwood, Ohio 44122

Account Number: [redacted]0753

Signatories on Account: Scott Ginsberg & Michael Tricarichi

WSC0074

SCHEDULE 3.2(p)

SUBSIDIARIES

None.

WSC0075

SCHEDULE 11.2

NOTICES

Seller: Michael Tricarichi
341 Arbour Gardens
Las Vegas, Nevada 89148
Facsimile: (702) 597-2108

Copy to: Hahn Loeser & Parks
3300 BP Tower
Cleveland, Ohio 44114-2031
Attn.: Randy Hart, Esq.
Facsimile: (216) 274-2511

Buyer: Nob Hill Holdings, Inc.
50 Francisco Street
San Francisco, CA 94133
Attn.: John P. McNabola, President
Facsimile: (415) 399-9212

Copy to: Klink & Associates, Inc.
1734 Granville Avenue, Suite 6
Los Angeles, California 90025
Attn.: Charles G. Klink, Esq.
Facsimile: (310) 979-0922

WSC0076

EXHIBIT F

FORM OF LEGAL OPINION OF COUNSEL TO BUYER

See Document Attached Hereto.

WSC0077

Klink & Associates, Inc.
1734 Granville Avenue, Unit 6
Los Angeles, CA 90025

September 9, 2003

Michael Tricarichi, as the sole
shareholder of West Side Cellular, Inc.
341 Arbour Gardens
Las Vegas, Nevada 89148:

Re: Nob Hill Holdings, Inc. - Purchase of All of the Issued and Outstanding Shares of West Side Cellular, Inc.

Ladies and Gentlemen:

We have acted as special counsel to Nob Hill Holdings, Inc., a Delaware corporation ("Nob Hill"), in connection with the transactions which are the subject of that certain Stock Purchase Agreement, dated as of September 9, 2003 (the "Stock Purchase Agreement"), by and between Nob Hill and you, in your capacity as seller (in such capacity, "Seller") of the Shares (as such term is defined in the Stock Purchase Agreement). This opinion is rendered to you at your request.

In rendering the opinions contained herein, we have been furnished with and examined only the following documents, together with the certificates of officers and governmental authorities referred to on page 3:

1. The Stock Purchase Agreement;

2. Certificate of Incorporation of Nob Hill, as filed with the Secretary of State of the State of Delaware on November 15, 2001;

3. The Bylaws of Nob Hill certified by the Secretary of Nob Hill, Inc. as of September 9, 2003;

4. Written Consent of the Sole Director of Nob Hill dated as of August 22, 2003;

5. Any and all other documentation we deem necessary to review in order to review the opinions set forth herein.

The documents referred to in clauses 2, 3 and 4 are collectively referred to herein as the "Authorization Documents." In rendering the opinions contained herein, and with your consent, we have assumed, without independent investigation, that:

1. All documents submitted to us as originals are complete and authentic, all copies of documents submitted to us conform in all respects to the originals thereof, including all amendments or modifications thereto; all signatures to documents are genuine; the executed originals of all documents submitted to us in draft form conform in all respects to the drafts reviewed by us; all originals or copies submitted to us have not

been amended or modified since the date they were submitted to us by written or oral agreement of the parties thereto, by the conduct of the parties thereto or otherwise; all representations and certificates as to factual matters dated prior to or on the date hereof upon which we have relied are and remain accurate, adequate and complete on and as of the date hereof, and each natural person signing a document is a competent adult person of sound mind not operating under any legal disability, duress or fraud.

2. All parties (except Nob Hill) to the Stock Purchase Agreement: (i) have duly authorized the transactions contemplated thereby and (ii) have the power and authority (corporate or otherwise) to execute and deliver the Stock Purchase Agreement and to perform their respective obligations thereunder, and such agreements are valid, binding and enforceable obligations of such parties. All parties (except Nob Hill) to the Stock Purchase Agreement have complied with all legal requirements applicable to them in entering into and performing the Stock Purchase Agreement (and all applicable exhibits thereto) in order to carry out the transactions contemplated thereby.

3. The conduct of the parties to the Stock Purchase Agreement has conformed to any requirement of good faith, fair dealing and conscionability. Each party to the Stock Purchase Agreement has acted in good faith without notice of any defense against the enforcement of any rights created by, or adverse claim to any property or security interest transferred or created as part of, the Stock Purchase Agreement.

4. The conduct of all parties pursuant to the Stock Purchase Agreement has conformed with all notice requirements in statutes, laws, rules, regulations and ordinances, unless such notice requirements have been validly and legally waived.

5. Seller has full power, authority and legal right to enter into and perform all agreements to which it is a party, and the Stock Purchase Agreement has been duly authorized, executed and delivered by Seller, and constitutes the legal, valid and binding obligation of Seller.

6. Except for the Stock Purchase Agreement and all exhibits and schedules attached thereto, including, but not limited to, the executed originals of the forms of such exhibits, there are no agreements (written or oral) among Nob Hill and Seller or Seller and third parties, and there is no usage of trade or course of dealings among the parties, that would (i) expand, define, supplement, diminish, qualify or otherwise modify the respective rights and obligations of Nob Hill hereunder, or (ii) have any effect on any of the opinions set forth in this letter.

7. The representations and warranties of each party to the Stock Purchase Agreement (including Nob Hill) are true and complete.

8. All parties to the Stock Purchase Agreement and their respective related parties have sought and obtained independent advice regarding the federal, state, local or foreign tax consequences of the transactions provided for in the Stock Purchase Agreement and related documents or related thereto and have not requested tax advice from Klink & Associates, Inc., nor relied upon Klink & Associates, Inc., to analyze such transactions from a tax perspective or to advise any of them regarding such tax consequences.

Except where expressly stated otherwise, we have not undertaken any special or independent investigation to determine the existence or absence of any facts in connection with the transactions contemplated by the Stock Purchase Agreement

(including, without limitation, any examination of documents in our files or otherwise made available to us by Nob Hill in connection with matters unrelated to the Stock Purchase Agreement), and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of Nob Hill in connection with the Stock Purchase Agreement or otherwise.

In rendering the opinions expressed below, we have relied, with your consent, as to factual matters solely upon the statements, representations and warranties of the various parties contained in the above-listed documents and upon a certificate executed by the President of Nob Hill. We did not independently verify such matters. We also have obtained and relied, with your consent, on certificates and other communications from governmental authorities as to matters concerning the due incorporation, valid existence and good standing of Nob Hill.

In addition, notwithstanding anything contained in this letter to the contrary, with your consent, we expressly disclaim any opinion as to:

1. The effect of any ordinances, statutes, administrative decisions, orders, rules and regulations of any municipality, county or other political subdivision of any state;

2. The truth, accuracy and completeness of any of the representations, warranties or statements as to factual matters given by Nob Hill or required of Nob Hill under the Stock Purchase Agreement or any other documents or instruments executed in connection therewith, and we have undertaken no independent investigation with respect to the same;

3. The enforceability of provisions to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy, that the election of a particular remedy or remedies does not preclude recourse to one or more other remedies and that the delay or failure to exercise rights or remedies will not operate as a waiver of such right or remedy;

4. The effect of any state or federal laws or foreign laws or regulations applicable to transactions because of the nature of the business by any party (other than Nob Hill) or because of the method by which business is conducted by any party (other than Nob Hill) to the Stock Purchase Agreement;

5. The enforceability of any provision for liquidated damages or restricting the right of any person to engage in any business or other activity; or

6. The federal, state, local or foreign tax consequences of the transactions provided for in the Stock Purchase Agreement and related documents or related thereto.

Based upon and subject to the foregoing, we are of the opinion that:

1. Nob Hill is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Delaware.

2. Nob Hill has the corporate power and corporate authority to execute and deliver the Stock Purchase Agreement and to perform all of its obligations under the Stock Purchase Agreement.

3. The Stock Purchase Agreement has been duly authorized, executed and delivered on behalf of Nob Hill.

4. The execution and delivery by Nob Hill of the Stock Purchase Agreement does not result in any violation of the Authorization Documents.

We have not been requested to opine, and we have not opined, as to any issues other than those expressly set forth herein, and no opinion may be implied or inferred beyond the matters expressly stated herein. This opinion is limited to matters governed by the Delaware General Corporation Law and the current laws of the State of California without reference to conflict of laws principles, to present judicial interpretations thereof and to facts as they presently exist, and we express no opinion with respect to any other laws or the law of any other jurisdiction. In rendering this opinion, we have no obligation to revise or supplement it upon a change occurring in applicable law by legislative action, judicial decision or otherwise.

Further, the opinions contained in this letter are given as of the date of this letter and are rendered exclusively for your benefit solely in connection with the consummation of the transactions contemplated by the Stock Purchase Agreement, and may not be relied upon to state directly or indirectly any general proposition or for any other purpose. We hereby disclaim any obligation to notify any person or entity after the date hereof if any change in fact or law should change our opinions with respect to any matter set forth in this letter.

The opinions contained in this letter are qualified to the extent, and are rendered and delivered on the express condition and assumption, that no counsel for the addressee has expressed in writing opinions which are contrary to the opinions set forth in this letter, in which event these opinions are not to be relied upon until we have had an opportunity to consider the matters further.

This opinion has been rendered to you at the request of Nob Hill, and may be relied upon by you only in connection with the transactions contemplated by the Stock Purchase Agreement. No other use or distribution of this opinion may be made, and no other person or party may rely on this opinion, without our express prior written consent in each instance.

Very truly yours,

KLINK & ASSOCIATES, INC.

WSC0081

TAB 2

Form ARE, August 1983
Prescribed by Sherrod Brown
Secretary of State

G0346-1038

APPROVED
By DMS
Date 3-14-88
Amount 75.00

Articles Of Incorporation

(Under Chapter 1701.01 et seq.)
Profit Corporation

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, for profit, under Section 1701.01 et seq. of the Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be West Side Cellular, Inc.

SECOND. The place in Ohio where its principal office is to be located is

Cleveland (City, Village or Township) Cuyahoga County.

THIRD. The purposes for which it is formed are:

(a) To engage in the business of selling retail and/or wholesale television equipment, audio and visual equipment, radio equipment, training tapes, and security systems.

(b) To engage in the busines of the production, rental and sale of movies, video tapes and other forms of audio visual reproduction (e.g. laser discs, etc.)

(c) To engage in any business, related to or unrelated to those described in Clauses (a) and (b) of this Article III, from time to time authorized or approved by the Board of Directors of this corporation, or carry on any other trade or business which can, in the opinion of the Board of Directors of the Corporation, be advantageously carried on in connection with or auxiliary to Clauses (a) and (b) of this Article III, and to do all such other things as are incidental or conducive to the attainment of the above objects or any of these.

(d) To engage in any other lawful act or activity for which corporations may be formed under Section 1701.01 et seq.

WSC0082

to Section 1701.98 inclusive of the Ohio Revised Code.

(e) To purchase or otherwise acquire, own, hold, mortgage, Pledge, sell, transfer or in any manner dispose of or deal in or with intangible or personal property of any and every kind and description.

(f) To purchase, own, hold, mortgage, or otherwise encumber and to lease either as lessor or lessee, sell, exchange, transfer, convey or in any manner whatsoever to acquire or dispose of or deal in or with real property, or chattels, real, tangeable or intangeable.

(g) To enter into, make, perform, and carry out contracts of any and every kind, for any lawful purpose, without limit as to amount, with any persons, firms, associations, corporations, or governmental bodies, agencies or sub-divisions.

0346-1940

FOURTH. The number of shares which the corporation is authorized to have outstanding is
(Please state whether shares are common or preferred and their par value, if any.)
750 shares of Common Voting Stock all of which shall be without par value.

FIFTH. The corporation, through its Board of Directors, shall have the right and power to repurchase any of its outstanding shares at such price and upon such terms as may be agreed upon by the corporation and the selling shareholder(s).

IN WITNESS WHEREOF, We have to subscribed our names this 10th day of March, 1988.

West Side Cellular, Inc.
(Name of Corporation)

By: Charles S. Tricarichi, Incorporator

By: Carla N. Tricarichi, Incorporator

By: _____, Incorporator

Print or type Incorporator's Names beneath their signatures.

Articles will be returned unless accompanied by form designating statutory agent.
See 1701.07, Revised Code of Ohio.

WSC0084

EXHIBIT 1-J
Docket No. 23630-12
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E93J6-1437

Department of State

The State of Ohio

Sherrod Brown
Secretary of State

22734

Certificate

I, the hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: SSF

of

WEST SIDE ELECTRIC INC.

Recorded on Roll 6345 at Frame 1238 of the Records of Incorporation and Miscellaneous Filings.

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 14TH day of MARCH, A.D. 19 96.

Sherrod Brown
Secretary of State

WSC0085

EXHIBIT 1-J
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6016-1037

Department of State

The State of Ohio

Sherrod Brown
Secretary of State

720234

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of:

*FIRST STATE CELLULAR, INC.

of

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 0346 at Frame 1338 of the Records of Incorporation and Miscellaneous Filings

Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 16TH day of MARCH, A.D. 19 92

Sherrod Brown
Sherrod Brown
Secretary of State

WSC0086

G0346-1035

Form ARF, August 1983
Prescribed by Sherrod Brown
Secretary of State

APPROVED
By DMS
Date 3-14-28
By JS 03

Articles Of Incorporation

(Under Chapter 1701.01 et seq.)
Profit Corporation

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Revised Code of Ohio, do hereby certify:

FIRST. The name of said corporation shall be West Side Cellular, Inc.

SECOND. The place in Ohio where its principal office is to be located is

Cleveland, Cuyahoga County.
(City, Village or Township)

THIRD. The purposes for which it is formed are:

(a) To engage in the business of selling retail and/or wholesale television equipment, audio and visual equipment, radio equipment, training tapes, and security systems.

(b) To engage in the business of the production, rental and sale of movies, video tapes and other forms of audio visual reproduction (e.g. laser discs, etc.)

(c) To engage in any business, related to or unrelated to those described in Clauses (a) and (b) of this Article III, from time to time authorized or approved by the Board of Directors of this corporation, or carry on any other trade or business which can, in the opinion of the Board of Directors of the Corporation, be advantageously carried on in connection with or auxiliary to Clauses (a) and (b) of this Article III, and to do all such other things as are incidental or conducive to the attainment of the above objects or any of these.

(d) To engage in any other lawful act or activity for which corporations may be formed under Section 1701.01 et seq.

WSC0087

to Section 1701.98 inclusive of the Ohio Revised Code.

(e) To purchase or otherwise acquire, own, hold, mortgage, Pledge, sell, transfer or in any manner dispose of or deal in or with intangible or personal property of any and every kind and description.

(f) To purchase, own, hold, mortgage, or otherwise encumber and to lease either as lessor or lessee, sell, exchange, transfer, convey or in any manner whatsoever to acquire or dispose of or deal in or with real property, or chattels, real, tangeable or intangeable.

(g) To enter into, make, perform, and carry out contracts of any and every kind, for any lawful purpose, without limit as to amount, with any persons, firms, associations, corporations, or governmental bodies, agencies or subdivisions.

G0346-1040

FOURTH The number of shares which the corporation is authorized to have outstanding is (Please state whether shares are common or preferred and their par value, if any.) 750 shares of Common Voting Stock all of which shall be without par value.

FIFTH, The corporation, through its Board of Directors, shall have the right and power to repurchase any of its outstanding shares at such price and upon such terms as may be agreed upon by the corporation and the selling shareholder(s).

IN WITNESS WHEREOF, We have to subscribed our names, this 10th day of March, 19 88.

West Side Cellular, Inc.
(Name of Corporation)

By: Charles S. Tolcarich, Incorporator

By: Carla M. Tolcarich, Incorporator

By: , Incorporator

Print or type Incorporator's Names beneath their signatures.

Articles will be returned unless accompanied by form designating statutory agent. See 1301.07, Revised Code of Ohio.

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Doc ID --> G346_1036

Form AGO August, 1963
Prescribed by Sherrod Brown
Secretary of State

G0346-1041

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of West Side Cellular, Inc.
(Name of Corporation)

hereby appoint Barbara Tricarichi
(Name of Agent)

to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served.

The complete address of the agent is 18501 Fairmount Boulevard
(Street)

Shaker Heights, Cuyahoga County, Ohio 44118
(City or Village) (Zip Code)

Date: March 10, 1988

Charles S. Tricarichi
(Incorporator)

Carla M. Tricarichi
(Incorporator)

(Incorporator)

Instructions

1) Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent. R.C. 1701.04(C), 1702.04(C).

2) The statutory agent for a corporation may be (a) a natural person who is a resident of Ohio, or (b) an Ohio corporation, or a foreign profit corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent. R.C. 1701.07(A), 1702.06(A).

3) The agent's complete street address must be given; a post office box number is not acceptable. R.C. 1701.07(C), 1702.06(C).

4) An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation. R.C. 1701.07(B), 1702.06(B).

WSC0090

UNITED STATES OF AMERICA,
STATE OF OHIO,
OFFICE OF THE SECRETARY OF STATE
I, the Secretary of State, do hereby certify that the foregoing is a true and correct copy of [illegible] as taken from the original record now in my office, custody and keeping of same.
WITNESS my hand and official seal at Columbus, Ohio, this 10th day of [illegible] A.D. [illegible]
Secretary of State
NOTICE: This is not an official document unless it bears the seal of the issuing office.

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TAB 3

CODE OF REGULATIONS

OF

WESTSIDE CELLULAR, INC.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 1. Annual Meeting. The annual meeting of shareholders shall be held on the second Monday of January of each year commencing with the year 1989 (or, if that be a legal holiday, on the next succeeding business day) at ten o'clock a.m., or at such other date and/or hour as may from time to time be designated by the Board of Directors and specified in the Notice of Annual Meeting.

Section 2. Special Meetings. Special meetings of the shareholders for any purpose or purposes may be called by the Chairman of the Board or President or by order of the Board of Directors and it shall be the duty of the Secretary to call such a meeting upon a request in writing therefore stating the purpose or purposes thereof delivered to the Secretary signed by the holders of record of not less than twenty-five percent (25%) of the shares outstanding and entitled to vote.

Section 3. Place of Meetings. Meetings of the shareholders may be held at the Corporation's principal office or at such other place within or without the State of Ohio as the Board of Directors may from time to time determine.

Section 4. Notice of Meetings. Notice of the annual or of any special meeting of shareholders shall be in accordance with Ohio Revised Code Sections 1701.01 to 1701.98, inclusive, provided, however, that no failure or irregularity of notice of any annual meeting shall invalidate the same or any proceeding thereat. All notices with respect to any shares which are jointly held may be given to such joint shareholders as are named first upon such records and notice so given shall be sufficient notice to all the holders of such shares.

Section 5. Quorum. At all meetings of shareholders the holders of record of a majority of the issued and outstanding voting shares of the Corporation, present in person or by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum, the holders of a majority of the voting shares present in person or by proxy may adjourn the meeting by resolution to a date fixed therein, and no further notice thereof shall be required. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 6. Proxies. Any shareholder entitled to vote at a meeting of shareholders may be represented and vote thereat by proxy appointed by an instrument in writing, subscribed by such shareholder, or by his duly authorized attorney, and submitted to the Secretary at or before such meeting. A telegram or cablegram appearing to have been transmitted by such person, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy is a sufficient writing.

Section 7. Action by Written Consent. Any action which may be authorized or taken at a meeting of the shareholders, may be taken or authorized without a meeting by writing or writings signed by all of the shareholders who would be entitled to notice of a meeting of the shareholders held for the purpose of such action, which writing or writings shall be filed with or entered upon the records of the Corporation.

ARTICLE II.

BOARD OF DIRECTORS

Section 1. Number. The number of Directors shall be not less than the lesser of the number of shareholders of the Corporation or three as may be fixed from time to time by resolution of the shareholders, provided, however, that no reduction in the number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 2. Election and Term of Office. The Directors shall be elected at the annual shareholders meeting or at a special meeting called for that purpose. Directors shall be elected to serve until the next annual election of Directors and until their respective successors shall have been duly elected.

Section 3. Vacancies. A resignation from the Board of Directors shall be deemed to take effect upon its receipt by the Secretary, unless some other time is specified therein. In case of any vacancy in the Board of Directors, through death, resignation, disqualification or other cause deemed sufficient by the Board, the remaining Directors, though less than a majority of the whole board, by affirmative vote of a majority of those present at any duly convened meeting, may elect a successor to hold office for the unexpired portion of the term of the Director whose place shall be vacant, and until the election of a successor.

Section 4. Regular Meetings. The Board of Directors by resolution may establish regular periodic meetings and notice of such meetings need not be given.

Section 5. Special Meetings. Special Meetings of the Board of Directors shall be called by the Secretary or an Assistant Secretary whenever ordered by the Board of Directors or requested in writing by any two Directors, the Chairman of the Board, if any, or the President, if he is a Director. Notice of a Special Meeting shall be sent to each Director by mail at least five days before the meeting is

to be held, or be given personally or by telegram or telephone, at least two days before the day on which the meeting is to be held.

Section 6. Quorum. A majority of the members of the Board of Directors then in office shall constitute a quorum at all meetings thereof. In the absence of a quorum of the Board of Directors a majority of the members present may adjourn the meeting from time to time until a quorum is present and no notice of any such adjournment need be given.

Section 7. Action by Written Consent. Any action which may be authorized or taken at a meeting of the directors, may be taken or authorized without a meeting by writing or writings signed by all of the directors who would be entitled to notice of a meeting of the directors held for the purpose of such action, which writing or writings shall be filed with or entered upon the records of the Corporation.

ARTICLE III.

COMMITTEES

Section 1. Standing Committees. The Board of Directors may by resolution provide for such standing or special committees to consist of such number of Directors as it deems desirable, and discontinue the same at its pleasure. Each Committee shall have such powers and perform such duties as may be assigned to it by the Board of Directors, except that the Board of Directors may not delegate any of the authority of the Directors to any committee unless it consists of three or more Directors.

Section 2. Executive Committee. An Executive Committee may be appointed only by the vote of a majority of the entire Board, and shall consist of three or more Directors who each shall serve at the pleasure of the Board of Directors. Except as otherwise provided by law, by these regulations or by resolution adopted by a majority of the entire Board of Directors, the Executive Committee shall possess and may exercise during the intervals between the meetings of the Board, all of the powers of the Board of Directors in the management of the business, affairs and property of the Corporation. The Committee shall keep a record of its acts and proceedings and report the same to the Board of Directors. A majority of the Executive Committee shall constitute a quorum for the transaction of business.

ARTICLE IV.

OFFICES AND OFFICERS

Section 1. Officers - Number. The officers of the Corporation shall be a President, a Secretary and a Treasurer who may or may not be Directors. The Board of Directors may from time to time, in its discretion, appoint any or all of the following: a Chairman of the Board, who must be a member of the Board of Directors, one or more Vice-Presidents one of whom may be designated Executive Vice-President, one or more Assistant Secretaries, and one or more Assistant Treasurers. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office; Vacancies. All officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of shareholders, and each officer shall hold office until his successor shall have been duly elected or until he shall resign or shall have been removed. At said meeting, the Board of Directors shall also designate and appoint such subordinate officers and employees as it shall determine. If any vacancy shall occur in any office of the Corporation, such vacancy may be filled by the Board of Directors in its discretion.

Section 3. Removal. Officers and employees elected or appointed by the Board of Directors may be removed, with or without cause, at any time by action of the Board of Directors.

ARTICLE V.

DUTIES AND POWERS OF OFFICERS

The officers of the Corporation shall have such powers and duties as may be prescribed by the Board of Directors and in the absence of such prescription, such powers and duties as are customarily exercised by such corporate officers. The Chairman of the Board, if one is appointed, shall be the chief executive officer of the corporation unless the Board of Directors prescribes otherwise.

ARTICLE VI.

INDEMNIFICATION

The Corporation shall indemnify each Director and Officer, each former Director and Officer, and each person who is serving or has served at its request as a Director, trustee or officer of another enterprise (and the heirs and personal representatives of each such Director, trustee and Officer) and may indemnify any employee or agent, any former employee or agent, and any person who is serving or has served at its request as an employee or agent of any other enterprise (and the heirs and personal representatives of each such employee and agent) to the fullest extent from time to time permitted by the laws of the State of Ohio in the event any of such persons shall be made, or be threatened to be made, a party to any action, suit or proceeding, whether criminal, civil, administrative or investigative.

ARTICLE VII.

CERTIFICATE FOR SHARES

Section 1. Issuance of Certificates. The Board of Directors shall provide for the issuance and transfer of the certificates of capital shares of the Corporation, and prescribe the form of such certificates.

Section 2. Transfer of Shares. The shares of the Corporation shall be transferable only upon its books and by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates

shall be surrendered to the Corporation by the delivery thereof to the person in charge of the share transfer books and ledgers or to such other person as the Board of Directors may designate for such purpose, and new certificates shall thereupon be issued.

Section 3. Addresses of Shareholders. Every shareholder shall furnish the Secretary with an address at or to which Notices of meetings and all other notices may be served upon or mailed to him and in default thereof, notices may be addressed to him at the office of the Corporation.

Section 4. Closing of Transfer Books; Record Date. The Board of Directors shall have power to close the share transfer books of the Corporation for a period not exceeding sixty (60) days and not less than seven (7) days prior to the date of any meeting of shareholders; provided, however, that in lieu of closing the share transfer books as aforesaid the Board of Directors may fix a date not exceeding sixty (60) days and not less than seven (7) days prior to the date of any such meeting as the time as of which shareholders entitled to notice of and to vote at such meeting shall be determined, and all persons who were holders of record of one or more voting shares at such time and no others shall be entitled to notice of and to vote at such meeting.

The Board of Directors shall also have the power to close the share transfer books of the Corporation for a period not exceeding sixty (60) days preceding the date fixed for the payment of any dividend or the making of any distribution or for the delivery of any evidence of right or evidence of interest; provided, however, that in lieu of closing the share transfer books as aforesaid the Board of Directors may fix a date not exceeding sixty (60) days preceding the date fixed for the payment of any such dividend or the making of any such distribution or for the delivery of any such evidence of right or interest as a record date for the determination of the shareholders entitled to receive any such dividend, distribution or evidence of right or interest, and in such case only shareholders of record at the date so fixed shall be entitled to receive such dividend, distribution or evidence of right or interest.

The Board of Directors shall fix no record date which is prior in time to the date upon which such record date is fixed.

Section 5. Lost, Stolen and Destroyed Certificates. The Board of Directors may cause a new certificate of shares to be issued in the place of any lost, stolen or destroyed certificate but the person seeking to have such new certificate issued shall furnish proof, by affidavit or otherwise, as the Board may require, of ownership of the shares represented by such lost, stolen or destroyed certificate and the facts which tend to prove such loss, theft or destruction. The Board of Directors may also require such person to execute and deliver to the Corporation a bond, with or without sureties, in such sum as the Board of Directors may direct, indemnifying the Corporation against any claim that may be made against it by reason of the issue of such new certificate. The Board of Directors may also, in its discretion, refuse to issue such new certificate, except pursuant to a court order.

Premises. Accordingly, Seller shall indemnify and hold harmless Buyer and Company from any and all liabilities under or relating to the prior lease of the Beachwood Premises.

(j) Seller Minimum Net Worth. Seller shall maintain a net worth of not less than $1,000,000 during the five- (5) year period following the Closing Date.

Section 5.2 Buyer's Covenants.

(a) Tax Returns; Discharge of Tax Liabilities. Subject to Section 5.1(f), Buyer shall cause Company to prepare and timely file at its own cost and expense all returns for Taxes required to be filed by Company in respect of periods ending after the Closing Date. Buyer shall cause Company to satisfy fully all United States federal, state and local income and franchise taxes, penalties and interest required to be paid by Company attributable to income earned during the tax year commencing on January 1, 2003 and for all tax years thereafter.

(b) Subsequent Conduct of Active Business and Related Matters. Buyer shall maintain the existence of Company for a period of at least five (5) years following Closing and, during such time period, Company shall, at all times, be engaged in an active trade or business. Buyer shall maintain a net worth of no less than $1,000,000 during such time period. Company shall not amend its returns for Taxes for any period that ends on or prior to the Closing Date if the effect of any such amendment shall result in Taxes being imposed on Seller.

ARTICLE 6

CONDITIONS TO CLOSING

Section 6.1 Conditions Precedent to Obligations of Buyer. All of the obligations of Buyer under this Agreement with respect to the purchase and acceptance of the Shares and payment therefor shall be subject to the satisfaction of each of the following conditions, any or all of which may be waived, in whole or in part, by Buyer prior to or at the Closing:

(a) Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects when made and as of the Closing.

(b) Covenants. Seller shall have observed and performed in all material respects all covenants to be observed and performed by Seller as of the Closing Date in accordance with the provisions of this Agreement.

(c) Closing Documents. Each and every document and instrument required by Section 7.2 to be delivered to Buyer at or before the Closing Date shall have been delivered to Buyer.

(d) Satisfaction of Conditions. All other conditions for the benefit of Buyer contained herein shall have been either satisfied or waived by Buyer prior to or at the Closing.

(e) Approvals and Consents. All consents and approvals, or the absence of disapprovals within applicable time periods, of Governmental Authorities (or exemptions from

the requirements therefor), and all approvals of any third parties, the granting or absence of which is necessary for the consummation of the transactions contemplated by this Agreement by Seller, shall have been obtained, or, in the case of such disapprovals, shall be absent.

(f) Assets. Company shall have, at the Closing Date, only the assets set out in Schedule 3.2(g) under the heading "Closing Assets."

(g) Financing. Buyer shall have secured financing for the Purchase Price through UAFC.

(h) Establishment of Company Account at Rabobank. Seller shall deliver to Buyer prior to the Closing Date, information reasonably acceptable to Buyer that Company has established an account with Rabobank Netherland, New York Branch and that all of the cash described in Section 6.1(f) (other than the $50,000 deposit being held in Buyer's attorney's trust account as described in Section 9.2) has been transferred to such Company bank account at Rabobank Netherland, New York Branch. Upon confirmation of the wire transfer of the Purchase Price from Buyer to Seller, Seller shall transfer possession and control of such bank account to Buyer or its representatives, as owner of Company. Such transfer of control over Company's bank account shall be evidenced by delivery of the documents described in Section 7.2(d).

(i) Benefit Plan Obligations. Buyer shall have been provided evidence reasonably satisfactory to Buyer that any and all obligations of Company under health insurance, pension and other benefits plans covering employees, officers, directors and other personnel of Company that existed on or before the Closing Date shall have been: (A) terminated as of the Closing Date or (B) transferred to a third party such that there are no remaining obligations of Company under any such benefit plan(s).

(j) Evidence of Assumption of the Lease of Beachwood Premises and the Assigned Company Liabilities. Buyer shall have been provided a duly authorized and executed copy of each of: (i) the Beachwood Lease Assumption Agreement and (ii) documentation reasonably satisfactory to Buyer regarding the complete and absolute assignment to, and assumption by, LXV of the Assigned Company Liabilities.

(k) Evidence of Repayment of Seller Loan. Immediately subsequent to Seller's receipt of the Cash Portion of the Purchase Price, Seller shall endorse over to Company, without recourse, the Seller Loan Advance Check delivered by Buyer to Seller pursuant to Section 2.1 and Company shall return to Seller the documentation for the Seller Loan marked "Paid-in-full."

Section 6.2 Conditions Precedent to Obligations of Seller. All of the obligations of Seller hereunder with respect to the sale and delivery of the Shares are subject to the satisfaction of each of the following conditions, any or all of which may be waived, in whole or in part, by Seller prior to or at the Closing:

(a) Representations and Warranties. The representations and warranties of Buyer contained herein shall be true and correct in all material respects when made and as of the Closing Date.

(b) Covenants. Buyer shall have observed and performed in all material respects all covenants to be observed and performed by Buyer as of the Closing Date in accordance with the provisions of this Agreement.

(c) Closing Documents. Each and every document and instrument required by Section 7.4 to be delivered to Seller on or before the Closing shall have been delivered to Seller, as the case may be.

(d) Satisfaction of Conditions. All other conditions for the benefit of Seller contained herein shall have been either satisfied or waived by Seller prior to or at the Closing.

(e) Approvals and Consents. All consents and approvals, or the absence of disapprovals within applicable time periods, of Governmental Authorities (or exemptions from the requirements therefor), and all approvals of any third party, the granting or absence of which is necessary for the consummation of the transactions contemplated by this Agreement by Buyer shall have been obtained, or, in the case of such disapprovals, shall be absent.

Section 6.3 Sale of Less than All the Shares. Seller and Buyer hereby affirm that the purpose of this Agreement is to require Seller to sell and Buyer to purchase all of the Shares.

ARTICLE 7

THE CLOSING

Section 7.1 Time and Place. The Closing shall take place on September 9, 2003 at 9:00 a.m. Pacific Standard Time (12:00 p.m. Eastern Standard Time) at the offices of Bittner & Company, LLC at 388 Market Street, Suite 1520, San Francisco, CA 94111, or at such other time and place as the parties may agree. The date on which the Closing occurs is herein referred to as the "Closing Date." The Closing will be deemed to have occurred only once all deliveries have been made and/or received, as applicable, in accordance with Section 2.1 and Section 7.2.

Section 7.2 Deliveries to Be Made by Seller at the Closing. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following instruments in form and substance reasonably satisfactory to Buyer and Buyer's counsel:

(a) The certificates representing the Shares, registered in the name of Seller as set forth on Schedule 3.2(b) attached hereto, duly endorsed by Seller for transfer to Buyer or accompanied by stock powers for the Shares duly executed by Seller, in proper form for transfer;

(b) A certificate of valid existence for Company and a certified copy of Company's Articles of Incorporation, both issued by the Secretary of State of the State of Ohio not more than ten (10) Business Days prior to the Closing Date;

(c) The stock books, stock ledgers and minute books of Company to the extent they exist;

(d) Resignations of all officers and directors of Company;

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(e) The statements of account for the Company Bank Accounts as of the Closing Date;

(f) All of Company's contracts and written agreements, originals or copies of its books and records and all other written data relating to the business of Company; and

(g) As to Seller, a legal opinion of counsel to Seller, in substantially the form attached hereto as Exhibit E.

Section 7.3 Transfer of Control. Simultaneously with the deliveries described in Sections 7.2 and 7.4, Seller shall take all additional actions that are reasonably necessary to place Buyer in actual possession and control of Company.

Section 7.4 Deliveries to be Made by Buyer at the Closing. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) The Cash Portion of the Purchase Price and the Seller Loan Advance Check shall be delivered to Seller in accordance with the provisions of Section 2.1;

(b) A written consent of the sole director of Buyer authorizing Buyer's execution and delivery of this Agreement and the performance of Buyer's obligations hereunder;

(c) One or more written consents of Buyer, as the new shareholder of Company, appointing John P. McNabola as the new officer and director of Company, effective upon the acquisition of the Shares by Buyer, and authorizing John P. McNabola to execute the Company Joinder to this Agreement on behalf of Company;

(d) An officer's certificate with respect to the office and authority of the officer of Buyer executing this Agreement, duly executed by the president and secretary of Buyer;

(e) A certificate of good standing for Buyer and a certified copy of Buyer's Certificate of Incorporation, both issued by the Secretary of State of the State of Delaware not more than ten (10) Business Days prior to the Closing Date; and

(f) A legal opinion of Counsel to Buyer, in substantially the form attached hereto as Exhibit F.

ARTICLE 8
PRE- AND POST-CLOSING COVENANTS

Section 8.1 Tax Returns and Payments. Seller shall have caused Company to prepare and timely file all tax returns and reports required to be filed by Company on or prior to the Closing Date; *provided that*, for purposes of determining when a tax return or report is required to be filed, no allowance shall be made for any extension(s) of the filing date. Seller shall also cause Company to pay all Taxes (in each case, including penalties and interest) required to be paid by Company before the Closing Date (except all United States federal, state and local income and franchise taxes required to be paid by Company attributable to income earned

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during the tax year commencing on January 1, 2003). In furtherance and not in limitation of the foregoing, Seller shall be responsible for the timely filing of all returns and the payment of all Taxes, other than all United States federal, state and local income and franchise taxes required to be paid by Company attributable to income earned during the tax year commencing on January 1, 2003, in respect of all periods ending on or before the Closing; *provided, however*, that: (i) Buyer shall control exclusively any proceeding relating to any amount that would be considered United States federal, state or local income or franchise taxes required to be paid by Company attributable to income earned during the tax year commencing on January 1, 2003 and for all tax years commencing thereafter; (ii) in respect of any tax liability of Company, Seller and Buyer shall provide each other with copies of all correspondence, notices, and other written materials received from any taxing authority and related to any such liability of Company for Taxes; (iii) the parties shall give each other the opportunity to review, and, other than for United States federal, state and local income and franchise taxes required to be paid by Company attributable to income earned during the tax year commencing on January 1, 2003, approve any submission, which approval shall not be unreasonably withheld, to be made to such taxing authority prior to such submission for the periods or portions thereof ending on or before the Closing; (iv) Seller shall not settle any dispute with regard to Taxes without the prior written consent of Buyer, which consent shall not be unreasonably withheld; and (v) other than all United States federal, state and local income and franchise taxes required to be paid by Company attributable to income earned during the tax year commencing on January 1, 2003, Buyer shall not settle any dispute with regard to any amount that would be considered a tax liability for periods or portions thereof ending on or before the Closing without a prior written consent of Seller, which consent shall not be unreasonably withheld.

Section 8.2 Assistance with Preparation of Financial Statements, Tax Returns and Annual Reports. For a time period equal to the greater of three (3) years after the Closing and the applicable statute of limitations, Seller shall provide to Buyer, at Buyer's written request, reasonable cooperation and assistance in connection with the preparation of financial statements, tax returns and annual reports with respect to Company's operations during 2003.

Section 8.3 Access to Company Records. Buyer shall allow Seller reasonable access to all books and records of Company in order to enable Seller to comply with his obligations to Buyer under this Agreement. Further, for a time period equal to the greater of two (2) years following the Closing and the applicable statute of limitations, Buyer shall allow Seller reasonable access to existing books and records of Company that are in Buyer's possession and that relate to the periods before the Closing to enable Seller (i) to respond to any Government Authority, including without limitation, the Internal Revenue Service, and (ii) to comply with any Requirement of Law. To the extent that Buyer has such books and records of Company, Buyer will retain such books and records for a time period equal to the greater of two (2) years following the Closing and the applicable statute of limitations.

Section 8.4 Employee Contracts Termination. At or prior to the Closing, Company shall have terminated all employee contracts, if any, with no liability to Company.

Section 8.5 Further Assurances. Seller and Buyer covenant that they shall cooperate and take any such actions to execute further instruments and documents as shall reasonably be requested by either party to carry out the transactions contemplated by this Agreement, so long

as the execution of such documents or such requested actions do not violate any Requirement of Law.

Section 8.6 Repayment of the Seller Loan. Upon receipt of the Purchase Price, Seller shall immediately repay, or cause the repayment of, the Seller Loan to the Company in accordance with the requirements of Section 6.2(k) of this Agreement.

ARTICLE 9

TERMINATION AND ABANDONMENT

Section 9.1 Termination. This Agreement may be terminated and the transactions herein contemplated may be abandoned at any time prior to or at the Closing: (a) by written mutual consent of Seller and Buyer; (b) by Seller or Buyer upon a five- (5) day written notice as set forth in Section 11.2, if there has been a material misrepresentation or a material breach of a warranty or covenant contained herein or in any exhibit, schedule or certificate delivered by Seller or Buyer, as the case may be, in connection with this Agreement; or (c) by Seller or Buyer if any of the conditions to its or their obligations specified in Article 6 have not been satisfied on or before the Closing Date.

Section 9.2 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, all further obligations of Seller or Buyer under this Agreement shall terminate without liability to Seller or Buyer. Notwithstanding the foregoing, Seller agrees to compensate Buyer for all reasonable professional costs (including but not limited to legal and accounting costs), up to a maximum amount of $50,000, if the transaction contemplated hereby fails to close based on factors within Seller's control. In addition, Buyer agrees to compensate Seller for all reasonable professional costs (including but not limited to legal and accounting costs), up to a maximum amount of $50,000, if the transaction contemplated hereby fails to close based on factors within Buyer's control. Company has deposited the sum of $50,000 with Buyer's attorney's trust account to satisfy the obligation of Seller as described in this Section 9.2, which amount shall be credited towards Company's assets in calculating the Purchase Price in the event that the Closing occurs.

ARTICLE 10

INDEMNIFICATION

Section 10.1 Survival of Representations. The parties agree that, notwithstanding any right or ability of Buyer to fully investigate the affairs of Company, any knowledge of facts determined or determinable by Buyer pursuant to such investigation or right or ability to investigate, or any qualifications contained in the opinions of Seller's counsel, Buyer has the right to rely fully upon the representations, warranties, covenants and agreements of Seller contained in this Agreement and on the accuracy of any Schedule, Exhibit, document or certificate annexed hereto or delivered to Buyer pursuant hereto. All representations and warranties of the parties contained herein shall survive the Closing until the expiration of the time periods set forth in Section 10.5.

Section 10.2 Indemnification by Seller. Seller shall indemnify and hold harmless Buyer, Company and each of its Affiliates and the officers, partners, directors, employees, agents, successors and assigns thereof (the "Seller Indemnified Parties") from any loss, damage, liability or expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses and costs incurred in connection with any action, suit, cause or proceeding brought against any thereof) incurred or suffered by the Seller Indemnified Parties, and arising out of or resulting from (*provided, however*, that the same damages may not be collected more than once): (i) any breach or inaccuracy of any representation or warranty made by Seller in this Agreement, including without limitation Section 3.2(h) relating to the Absence of Liabilities of Company; (ii) any breach of any covenant made by Seller herein; (iii) all audits or examinations (the "Post Closing Date Audits") by any Governmental Authority pertaining to any tax returns filed in connection with any tax-year or period ending prior to the Closing Date other than Company's fiscal year commencing on January 1, 2003; or (iv) any and all liabilities of Company arising prior to the Closing Date (other than taxes due for Company's fiscal year commencing on January 1, 2003).

Section 10.3 Indemnification by Buyer. Buyer and Company, jointly and severally, shall indemnify and hold harmless Seller and his Affiliates and the officers, partners, directors, employees, agents, successors and assigns of any of them (the "Buyer Indemnified Parties"), from any loss, damage, liability or expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses and costs incurred in connection with any action, suit, cause or proceeding brought against any thereof) incurred or suffered by the Buyer Indemnified Parties, and arising out of or resulting from (*provided, however*, that the same damages may not be collected more than once): (i) any breach or inaccuracy of any representation or warranty made by Buyer in this Agreement, (ii) any breach of any covenant made by Buyer herein; or (iii) any and all liabilities of Company arising on or after the Closing Date.

Section 10.4 Indemnification Ceiling. The maximum amount of liability of Buyer and Seller, respectively, under this Article 10, including costs, fees or expenses incurred by any indemnified party hereunder, shall not exceed Five Million Three Hundred Thousand Dollars ($5,300,000); *provided, however*, that in the event that Losses incurred by either Seller or Buyer, and their respective Affiliates, are as a result of intentional fraud by the other party or its respective Affiliates, there shall be no limit on the maximum liability of the harming party under this Agreement; *provided further, however*, that there shall be no limit on the maximum liability of the harming party under this Agreement: (A) in the event that Losses incurred by Buyer or its Affiliates are a result of: (i) a breach of any representation or warranty set forth in Section 3.2(j); or (ii) a breach of any representation or warranty set forth in Sections 3.2(d) or 3.2(h) that arises out of a violation or potential violation of any Environmental Law; or (B) in the event that Losses incurred by Seller, his spouse or his Affiliates are as a result of a violation of Buyer's and/or Company's obligations set forth in Section 2.1 of this Agreement.

Section 10.5 Time Periods. The indemnification obligations under this Article 10 shall continue for such time as specified below:

(a) as to representations and warranties set forth in Sections 3.2(h), (i), (k), and (q) and the covenant contained in Section 8.1, until the lapse of the statute of limitations applicable to the matters described herein; and

(b) as to all other representations and warranties and breaches of any other covenant or undertaking, for the lesser of the applicable statute of limitations or four (4) years following the Closing Date.

Any claim or demand against any of Seller, Company or Buyer, of which notice has been given pursuant to Section 10.6 on or prior to the expiration of the related period, shall continue to be subject to indemnification hereunder, the expiration of such period notwithstanding.

Section 10.6 Notice and Defense. Buyer, Company and Seller, shall promptly notify all other parties of any claim, suit or demand of which the notifying party has actual knowledge that entitles it to indemnification under this Article 10 (the date that the notifying party receives actual knowledge of the claim, suit or demand, shall be the "Actual Knowledge Date"); *provided, however*, that, in any event, the notifying party shall so notify the other on or before the expiration of thirty (30) days from the Actual Knowledge Date. The failure of the notifying party to give such notice on or before the expiration of thirty (30) days from the Actual Knowledge Date shall affect the liability of the indemnifying party only if and to the extent that such failure prejudiced the indemnifying party.

(a) The indemnifying party shall have fifteen (15) days from the date notice of the indemnification claim is received to notify the party seeking indemnification if the indemnifying party disputes its liability with respect to such claim or demand. If the indemnifying party disputes its liability with respect to such claim or demand, such dispute shall be settled by arbitration in accordance with Section 11.9. Arbitration may be commenced at any time by the indemnifying party or the person seeking indemnification by giving written notice to the other party to the dispute that such dispute has been referred to arbitration pursuant to the terms of this Section 10.6.

(b) If the liability or damage for which indemnification is sought is asserted by a third party, the indemnifying party shall have, at its election, the right to defend any such matter at its sole cost and expense through counsel chosen by it and reasonably acceptable to the other party (provided that the indemnifying party shall have no such right if it is contesting liability under Section 10.6(a)). If the indemnifying party so undertakes to defend, the indemnifying party shall notify the indemnified party hereto of its intention to do so. The indemnifying party must defend such matter diligently or the indemnified party may assume control of the defense of such matter. The indemnifying party shall not, without the indemnified party's written consent (such consent not to be unreasonably withheld), settle or compromise any claim or consent to an entry of judgment that does not include, as an unconditional term thereof, a release of the indemnified party or parties. Each party agrees in all cases to cooperate with the defending party and its counsel in the defense of any such liabilities or claims. The defending party and the non-defending party or parties may be represented by the same counsel unless such representation would be inappropriate due to conflicts of interests between them. In addition, the non-defending party or parties shall at all times be entitled to monitor and participate in such defense through the appointment of counsel of its or their own choosing, at its or their own cost and expense. In defending a third party claim, an indemnifying party may not take any position that is adverse to the interests of the indemnified party with respect to such claim.

ARTICLE 11

MISCELLANEOUS

Section 11.1 Severability. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any applicable law or regulation in any state or country, such provision shall be inoperative in each such state or country and the remainder of this Agreement shall remain binding upon the parties hereto in each such state or country with the Agreement as a whole unaffected elsewhere to the extent permitted by law, and to the extent that enforcement of the remainder of this Agreement without the illegal, unenforceable or void provision would not be inconsistent with the intent of the parties as evidenced in this Agreement.

Section 11.2 Notices and Other Communications. Every notice or other communication required or contemplated by this Agreement by either party shall be in writing and shall be delivered either by (a) personal delivery, (b) postage prepaid return receipt requested certified mail or the equivalent of certified mail under the laws of the country where mailed, (c) facsimile transmission, or (d) Federal Express or other reputable overnight courier service with proof of receipt to the party for whom intended at the address set forth on Schedule 11.2 to this Agreement or at such other address as the intended recipient previously shall have designated by written notice delivered in accordance with this Section 11.2 to the other parties. Any notice or other communication sent by certified mail or the equivalent shall be deemed to have been delivered to and received by the intended recipient on the date it is officially recorded as delivered by return receipt or equivalent. Any notice or other communication delivered in person or sent by overnight courier service shall be deemed to have been delivered to and received by the intended recipient on the date of delivery. Any notice or other communication delivered by facsimile transmission, with proof of such transmission evidencing date, time and destination facsimile number, shall be deemed to have been delivered and received by the intended recipient on the day immediately following the date of the successful and confirmed transmission of such facsimile. A copy of any notice or other communication sent to Buyer or Seller shall be sent to Buyer's counsel or Seller's counsel, as the case may be, as set forth on Schedule 11.2.

Section 11.3 Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, even where such executed counterpart was delivered via facsimile transmission, but all such separate counterparts shall constitute only one and the same instrument.

Section 11.4 Governing Law; Jurisdiction. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the State of Ohio without regard to its conflicts of laws rules. In respect of any actions for injunctive or other equitable relief hereunder, any action or proceeding may be brought against any party in the federal courts located in the city of San Francisco, California and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein. Process in any such action or proceeding may be served on any party anywhere in the world.

Section 11.5 Written Agreement to Govern. This Agreement sets forth the entire understanding and supersedes all prior and contemporaneous agreements among the parties relating to the subject matter contained herein and merges all prior and contemporaneous discussions among them, and no party shall be bound by any condition, representation, warranty, covenant or provision other than as expressly stated in or contemplated by this Agreement or as subsequently shall be set forth in writing and executed by duly authorized representatives of the parties hereto.

Section 11.6 Assignability. Neither this Agreement nor any right hereunder is assignable in whole or in part, by any party without the express written consent of the other party and any such attempted assignment shall be void and unenforceable. Notwithstanding the foregoing, this Agreement and the rights hereunder may be assigned by Buyer (i) as collateral security to any lender providing financial assistance with respect to the transactions contemplated under this Agreement, and (ii) to any subsequent purchaser or a holder of the Shares; *provided, however*, that in no such event shall Buyer be relieved from its obligations under this Agreement by any such assignment.

Section 11.7 No Waiver of Rights. All waivers hereunder must be made in writing, and failure of any party at any time to require another party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

Section 11.8 Expenses. Each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all attorneys' fees, except as set forth in Section 9.2 of this Agreement.

Section 11.9 Mandatory Binding Arbitration. Any dispute, disagreement, claim or controversy between Buyer and Seller arising out of or relating to this Agreement or the breach, termination or validity hereof (each, a "Disputed Matter") that is not resolved within 10 (ten) days after notice has been received in accordance with Section 11.2 of this Agreement regarding a Disputed Matter shall be referred to and settled by arbitration administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association (collectively, the "AAA Rules") by three (3) arbitrators who are mutually agreeable to Buyer and Seller. If Buyer and Seller are unable to agree upon three (3) arbitrators, then the relevant number of additional arbitrators shall be selected in accordance with the AAA Rules so that a total of three (3) arbitrators shall be selected. All proceedings in any such arbitration shall be conducted in San Francisco, California. Each party to such arbitration proceeding shall bear its respective costs, fees and expenses in connection with such arbitration. Upon a final determination by the arbitrator with respect to a Disputed Matter, the arbitrator shall notify Buyer and Seller of such final determination (such notice being an "Arbitration Order"). Jurisdiction of such arbitrator shall be exclusive as to any Disputed Matter, and Buyer and Seller agree that this agreement to arbitrate shall be specifically enforceable under the laws of the respective domiciliary jurisdictions of Buyer and Seller. An Arbitration Order may be entered in any court having jurisdiction over the parties or the subject matter of such Arbitration Order.

Section 11.10 Further Assurances. At any time before or after the Closing, each of the parties hereto shall, at the request of any other party hereto, perform such acts, execute and deliver such instruments (including without limitation powers of attorney necessary to control an audit), and documents and do all such other things consistent with the terms of this Agreement as may be reasonably necessary to accomplish the transactions contemplated in this Agreement or to otherwise carry out the purpose of this Agreement.

Section 11.11 Schedules and Exhibits. All Schedules and Exhibits referred to in and attached to this Agreement are incorporated herein by reference as if fully set forth in the text of this Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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

SELLER:

MICHAEL TRICARICHI

BUYER:

NOB HILL HOLDINGS, INC.

By: _____
John P. McNabola
President

[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

WSC0037

EXHIBIT 1-J
Docket No. 23630-12
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SPOUSAL CONSENT

I, Barbara A. Tricarichi, the wife of Michael Tricarichi, the sole shareholder of West Side Cellular, Inc., an Ohio corporation ("Company"), hereby acknowledge and confirm the following:

I have approved and consented to the sale and transfer by Michael Tricarichi to Nob Hill Holdings, Inc., a Delaware corporation ("Buyer"), of one hundred (100) shares of common stock of Company, pursuant to that certain Stock Purchase Agreement (the "Stock Purchase Agreement"), dated as of September 9, 2003, by between Buyer, as purchaser, and Michael Tricarichi, as seller, of all of the issued and outstanding stock of Company. I have reviewed, approved and consented to the execution of the Stock Purchase Agreement and all documents arising from or relating thereto.

DATED: September 9, 2003

Barbara A. Tricarichi
SPOUSE

CLL-802538

WSC0038

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COMPANY JOINDER

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, West Side Cellular, Inc., an Ohio corporation ("Company"), hereby joins in the Stock Purchase Agreement, dated as of September 9, 2003, to which this Company Joinder is attached for the sole purpose of being bound under Sections 5.2(b) and 10.3 thereof and in connection therewith, Company hereby assumes all obligations imposed on Company under such sections.

WEST SIDE CELLULAR, INC.

By: _____
John P. McNabola
President

WSC0039

EXHIBIT A

WIRE INSTRUCTIONS

See Document Attached Hereto.

WSC0040

Nob Hill Holdings, Inc.

September 9, 2003

Chris Kortlandt
Rabobank International
New York Branch
245 Park Avenue
New York, NY 10167-0062

Dear Mr. Kortlandt:

We hereby instruct you to execute the following transfers:

Amount:	$ 34,621,594.06
To:	Bank of New York ABA #021-0000-18
Credit to:	Rabobank Nederland, New York Branch Acct. [redacted]2-533
Further Credit to:	Michael Tricarichi Escrow Account Acct. #[redacted]1595
Reference:	Stock purchase price

Please debit our account at your Bank [redacted]-568).

Thank you for your attention to this matter.

Very truly yours,

John P. McNebola
President

WSC0041

EXHIBIT B

PRO-FORMA FINANCIALS

See Documents Attached Hereto.

WSC0042

WEST SIDE CELLULAR
Balance Sheet
August 31, 2003

ASSETS		
Current Assets		
DLJ PERSHING MONEY MARKET	39,949,373.12	
NOTES RECEIVABLE	577,777.77	
RECEIVABLE FROM ESCROW AGENT	50,000.00	
Total Current Assets		40,577,150.89
Property and Equipment		
Total Property and Equipment		0.00
Other Assets		
Total Other Assets		0.00
Total Assets		40,577,150.89
LIABILITIES AND CAPITAL		
Current Liabilities		
ACCRUED WORKERS' COMP	2,133.94	
ACCRUED PERSONAL PROP. TAXES	3,645.81	
Total Current Liabilities		5,779.75
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		5,779.75
Capital		
CAPITAL STOCK	5,000.00	
RETAINED EARNINGS CURRENT	<1,342,691.42>	
Net Income	41,909,062.56	
Total Capital		40,571,371.14
Total Liabilities & Capital		40,577,150.89

WSC0043

WEST SIDE CELLULAR
Income Statement
For the Eight Months Ending August 31, 2003

	Year to Date	
Revenues		
SALES-AIRTIME, RECURRING & PHONES	1,387,210.74	2.08%
SALES-OTHER	65,050,140.68	97.76%
INTEREST INCOME	103,961.51	0.16%
Total Revenues	66,541,313.93	100.00%
Cost of Sales		
COS-AIRTIME	289,020.08	0.43%
COS-CELLULAR PHONE	134,617.42	0.20%
COS-OTHER	1,172,561.42	1.76%
COS-DEALER COMMISSIONS	4,445,839.53	6.68%
Total Cost of Sales	6,042,038.45	9.08%
Gross Profit	60,499,280.48	90.92%
Expenses		
SALARIES	8,315,605.48	12.50%
PAYROLL TAXES	180,564.09	0.27%
EMPLOYEE BENEFITS	74,542.60	0.11%
EMPLOYEE WELFARE	2,947.48	0.00%
ADVERTISING	122,739.66	0.18%
INSURANCE	5,476.12	0.01%
SALES PROMOTIONS	769.00	0.00%
RECRUITING	823.14	0.00%
VEHICLE MAINTENANCE	11,819.94	0.02%
LEASED VEHICLES	24,568.21	0.04%
ENTERTAINMENT	632.05	0.00%
TRAVEL	8,853.89	0.01%
TRAVEL - CELLNET MICH	301.35	0.00%
UTILITIES	11,189.36	0.02%
TELEPHONE	33,813.01	0.05%
POSTAGE	12,705.62	0.02%
DUES & SUBSCRIPTIONS	150.00	0.00%
SUPPLIES	9,386.32	0.01%
MISCELLANEOUS	5,872.93	0.01%
RENT	47,346.25	0.07%
BUILDING MAINTENANCE	5,570.94	0.01%
DEPRECIATION	4,204.05	0.01%
BAD DEBT	24,014.00	0.04%
CREDIT & COLLECTIONS	4,230.67	0.01%
BANK CHARGES	16,573.90	0.02%
PROFESSIONAL FEES	1,480,386.92	2.23%
THIRD PARTY BILLING FEES	26,372.82	0.04%
EQUIPMENT MAINTENANCE	5,640.40	0.01%
SYSTEM MAINTENANCE	597.40	0.00%
EQUIPMENT LEASE	1,748.31	0.00%
CONTRIBUTIONS	35.00	0.00%
PERSONAL PROPERTY TAX	6,040.07	0.01%
CASE EXPENSES	8,080,875.41	12.15%
SALES TAX DISCOUNTS	<306.32>	0.00%
(GAIN)/LOSS ON SALE FIA	56,869.65	0.09%
STATE INCOME TAX	50.00	0.00%
Total Expenses	18,590,217.92	27.94%
Net Income	41,909,062.56	62.98%

WSC0044

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	Net Income per Books		41,909,062.56
Add	50% Entertainment Expense		315.03
Add	Depreciation		4,264.05
Deduct	Bad Debt		(20,000.00)
	Total adjustments to income (M1)		(15,479.83)
	Taxable Income Before NOL		41,893,582.64
	NOL Carry Forward		(1,257,638.00)
	Net Taxable Income		40,635,944.64
	Federal Tax	35.00%	14,222,580.62
	State Tax		
	First $50,000	0.51%	255.00
	Over $50,000	8.50%	3,449,805.29
	Local		597,321.26
	State & Local Tax reduction		(1,416,583.54)
	Net taxes		16,853,378.63
	Fortrend premium		5,372,014.44
	Cash balance as of 09/03/03		40,571,371.14
	Net cash payout to Mike Tricanchi		35,199,356.70

WSC0045

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EXHIBIT C

FINAL RETURN

See Documents Attached Hereto.

WSC0046

Mail completed report to: Ohio Department of Taxation, P.O. Box 27, Columbus, Ohio 43215-0027

FT 1120 — Ohio Corporation Franchise Tax Report — 2002

For Department Use Only

based upon calendar year 2002 or other taxable year beginning _____, and ending _____, 2002.

Ohio franchise tax I.D. number	Federal employer I.D. number
0091 8811 (1)	34 1685059
Ohio charter or license number	**North American Industry Classification System (NAICS code)**
00720734	000000

C1153B7P100107**ECRLOT**C-017
WEST SIDE CELLULAR, INC.
23682 MERCANTILE RD
BEACHWOOD OH 44122-5916

USA

COPY

Check box below if:

- ☐ This is an amended report (if the amended report reflects a refund, attach Form FT-REF).
- ☐ This taxpayer is a member of an Ohio combined report. Attach FT-1120C and FT-OTAS to the Ohio franchise tax report of the "lead" taxpayer shown in column (2) of Form FT-1120C whose Ohio franchise tax identification number is _____.
- ☐ This is an income-based exit tax report (see instructions).
- ☐ This taxpayer is a qualifying holding company (attach FT-QHC).
- ☐ This taxpayer is an O.R.C. section 5733.05(C) high-tech, start-up company (that is, an "eligible corporation").
- ☐ This taxpayer is an electric company or a combined (electric) company. See O.R.C. 5733.04(P). Attach supplemental schedules B, C and A-1.

Statutory Agent

☐ Check the box if both the below-reported statutory agent and address are the same as were reported on the 2002 franchise tax report.

Name

Address

City State ZIP code

Corporate Officers

☐ Check the box if all the below-reported corporate officers are the same as were reported on the 2002 franchise tax report.

President (first name, middle initial, last name) Michael A Zucaro

Secretary SAME

Treasurer SAME

Schedule A — Net Income Basis (Whole Dollars Only)

1.	Federal taxable income (from I.R.S. form 1120, line 28 or 1120A, line 24). Consolidated federal filers, see instructions	1.	1,726,990 00
2.	Ohio Schedule B adjustments (from Schedule B, line 3) Combined franchise filers, skip to line 6	2.	00
3.	Base income (line 1 plus line 2)	3.	1,726,990 00
4.	Allocable income everywhere (from Schedule C, line 7)	4.	1,726,990 00
5.	Apportionable income (line 3 minus line 4)	5.	— 00
6.	Ohio separate company apportionment ratio from Schedule D, line 4 (even if a member of a combined report)	6.	1.0
7.	Apportioned income (line 5 multiplied by line 6 or from FT-1120C, Schedule B (combined), line 7)	7.	00
8.	Allocable income within Ohio (from Schedule C, line 8)	8.	00
9.	Income (loss) from transferor corporation, O.R.C. section 5733.053	9.	00
10.	Related entity and related member adjustments (from Schedule S-3 or Schedule B-3 (combined))	10.	00
11.	Ohio taxable income before net operating loss deduction (add lines 7, 8, 9 and 10)	11.	1,726,990 00
12.	Ohio net operating loss deduction (attach schedule showing computation). O.R.C. section 5733.04(I)(1)	12.	1,726,990 00
13.	Ohio taxable income (line 11 minus line 12)	13.	0 00
14.	Tax on net income basis (from Schedule K, line (c))	14.	0 00

Schedule A — Net Worth Basis

15.	Net value of stock (from Schedule F, line 5)	15.	00
16.	Tax on net worth basis (from Schedule K, line (d)) – not to exceed $150,000	16.	00

Schedule A — Computation of Total Tax

17.	Tax due (greater of lines 14 or 16, but not less than the minimum fee of $50)	17.	50 00
18.	Tier one and tier two litter tax (from Schedule K, line (n))	18.	00
19.	Total nonrefundable credits (from Schedule A-1, line 18)	19.	00
20.	Amount due after nonrefundable credits (total of lines 17 and 18 minus line 19, but not less than $50)	20.	50 00
21.	Overpayment carryforward from 2002	21.	00
22.	Estimated payments made in 2003: E _____ ER 50 EX _____	22.	50 00
23.	Refundable credits	23.	00
24.	Total payments and refundable credits (add lines 21, 22 and 23)	24.	50 00
25.	Tax due (line 20 minus line 24)	25.	0 00
26.	Interest _____ Penalty _____ Total interest and penalty	26.	00
27.	Balance due (make payable to Treasurer of State of Ohio). Check box if payment made by EFT ☐	27.	00
28.	Overpayment	28.	00
29.	Amount of line 28 to be credited to year 2004 estimated tax (if an amended report, enter -0-)	29.	00
30.	Amount of line 28 to be refunded (if an amended report, attach form FT-REF)	30.	00

WSC0047

Do Not Write Below This Line For Department Use Only | Date Received | Check Amount | Processing Code

Name	Franchise tax I.D. number	2013

Schedule B – Adjustments to Federal Taxable Income – O.R.C. Section 5733.04(I)

1. Additions:

(a) Valuation limitation on losses from capital or 1231 assets (Form FT-1120VL)	1a.	
(b) Losses from sale of Ohio public obligations	1b.	
(c) Amount claimed as a credit for taxes paid by a qualifying pass-through entity	1c.	
(d) Net loss from an "exempted investment" in a public utility	1d.	
(e) Depreciation expense adjustment for I.R.C. section 168(k) bonus depreciation	1e.	
(f) Total additions (add lines 1a through 1e)	1f.	

2. Deductions:

(a) Net income from foreign sources (Schedule B-2, line 8)	2a.	
(b) Valuation limitation on gains from capital or 1231 assets (Form FT-1120VL)	2b.	
(c) Dividends received (I.R.C. section 243 and O.R.C. 5733.04(I)(7) and (I)(8))	2c.	
(d) Adjustment for targeted jobs tax credit or work opportunity tax credit	2d.	
(e) Net interest income from exempt U.S. obligations	2e.	
(f) Interest on Ohio public and purchase obligations and gain from the sale of Ohio public obligations	2f.	
(g) Contributions to an individual development account program	2g.	
(h) Net income from an "exempted investment" in a public utility	2h.	
(i) Depreciation expense adjustment for I.R.C. section 168(k) bonus depreciation	2i.	
(j) Total deductions (add lines 2a through 2i)	2j.	

3. Net adjustments:

Line 1f minus line 2j. If negative, put in parentheses. Enter here and on Schedule A, line 2	3.	

Schedule C – Allocable Income – O.R.C. Section 5733.05(I)

	Within Ohio	Total Everywhere
1. Net rents	1.	1.
Net royalties	2.	2.
3. Capital gains and losses and depreciation recapture	3.	3.
4. Dividends (not otherwise deducted and not apportionable)	4. Same	4. Same
5. Net patent and copyright royalties and technical assistance fees	5.	5.
6. State lottery income	6.	6.
7. Total everywhere (If negative, put in parentheses. Enter here and on Sch. A, line 4)	7.	7.
8. Total Ohio (If negative, put in parentheses. Enter here and on Schedule A, line 8)	8.	8.

Schedule D – Apportionment – O.R.C. Section 5733.05(B)(2)

Compute schedule D on a separate company basis even if the taxpayer is a member of a combined report.

	(a) Within Ohio	(b) Total Everywhere	(c) Ratio (carry to 6 decimal places)	Weight	(d) Weighted factor
1. Property					
(a) Owned (average cost)					
(b) Rented (Annual rental x 8)					
(c) Total property			.	x .20	1c. .
2. Payroll			.	x .20	2. .
3. Sales			.	x .60	3. .
4. Total apportionment ratio (Add weighted factor column lines 1c, 2 and 3. Enter here and on Schedule F, line 6 and Schedule A, line 6 even if the taxpayer is a member of a combined report.)					4. . 100 %

Note: Any request for deviation from the statutory allocation and apportionment provisions must be in writing. If the denominator of any factor is zero, the weight given to the other factors must be proportionately increased so that the total weight given to the combined number of factors used is 100%.

Schedule E — Balance Sheet

Attach to this franchise tax report a balance sheet (e.g., I.R.S. form 1120, Schedule L) that reflects the books of the taxpayer on a separate company basis as of the beginning and the end of the taxable year.

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Name	Franchise tax I.D. number	2003

Schedule E – Computation of Taxable Value – O.R.C. Section 5733.05(C)

1. Net worth (assets minus liabilities)	1.	(1337691)
2. Qualifying amount (if the taxpayer is a related member to a qualifying holding company) O.R.C. 5733.05(C)(2)	2.	
3. Adjusted net worth (add lines 1 and 2)	3.	(1,337,691)
4. Exempted assets (net book value):		
(a) Air, water and noise pollution control facilities for which the taxpayer holds Ohio exemption certificates	4a.	
(b) Energy conversion facilities for which the taxpayer holds conversion certificates under O.R.C. 5709.31	4b.	
(c) Civil defense shelters	4c.	
(d) Land in Ohio devoted exclusively to agriculture	4d.	
(e) Total exempted assets	4e.	
5. Net value of stock (line 3 minus line 4e) (Enter here and on Schedule A, line 15)	5.	(1,337,691)
6. Ohio apportionment ratio (from Schedule D, line 4 – see note at right)	6.	
7. Taxable value (Multiply line 5 by line 6. Enter here and on Schedule K, lines (d), (f) and (j))	7.	(1,337,691)

Note: Taxable value is determined on a separate company basis even if the taxpayer is a member of a combined report. Multiply the taxpayer's separate company net value of stock by the taxpayer's separate company apportionment ratio (schedule D, line 4).

Schedule F – Questionnaire (You Must Complete This Schedule)

1. State or country where incorporated Ohio
2. Corporation tax records are in care of (name) Scott Gaeddert
   Telephone number 216-765-8830 E-mail address SGaeddert@ClevelandBrowns.com
3. Is this corporation a member of a consolidated U.S. 1120? ☐ Yes ☒ No. If "yes," enter the name and FEIN of the common parent: (Name) _____ (FEIN) _____
   and the number of corporations that are included in the consolidated U.S. group _____
   Is the corporation currently under audit by the I.R.S.? ☐ Yes ☒ No If yes, what years? _____
   Does the corporation currently have I.R.S. audits under appeal? ☐ Yes ☒ No If yes, what years? _____
   What was the last year the I.R.S. redetermined the corporation's federal taxable income? N/A
   Were the adjustments reported to Ohio? ☐ Yes ☐ No
5. During the taxable year, did this corporation make payments to or receive payments from a "related member" as defined in O.R.C. section 5733.042? ☐ Yes ☒ No
6. If the corporation is currently an S corporation but was a C corporation during any portion of a taxable year ending in 2002, check the box: ☐ . An S corporation is subject to the franchise tax for tax year 2003 based upon the corporation's taxable year ending in 2002 for which the federal S election was not in effect.
7. During 2001 or 2002 was this corporation the survivor of a merger with another corporation that was subject to the Ohio franchise tax? ☐ Yes ☒ No

Declaration/Signatures (An officer or managing agent of the corporation must sign this declaration.)

I declare under penalties of perjury that this report (including any accompanying schedule or statement) has been examined by me and to the best of my knowledge and belief is a true, correct and complete return and report and that this corporation has not, during the preceding year, except as permitted by section 3517.082, 3599.03 and 3599.031 of the Ohio Revised Code, directly or indirectly paid, used, or offered, consented, or agreed to pay or use any of its money or property for or in aid of or opposition to a political party, a candidate for election or nomination to public office, or a political action committee, legislation campaign fund, or organization that supports or opposes any such candidate or in any manner used any of its money for any partisan political purpose whatever, or for reimbursement or indemnification of any person for money or property so used.

Date	Signature of officer or managing agent	Title
9/21		

Date	Signature of preparer other than taxpayer based on all information of which preparer has knowledge	Title

WSC0049

Name	Franchise tax I.D. number	2003

Schedule K – Tax Computation Worksheet

There are no franchise report schedules H, I, or J.

Section 1: Franchise Tax Computation

Net Income Basis

Note: All related Ohio taxpayer corporations that as of January 1 of the report year meet the ownership or control requirements to file as members of a combined report must share one $0 to $50,000 net income basis tax bracket to which the 5.1% rate applies. Such related taxpayers must share one $0 to $50,000 tax bracket regardless of whether those related taxpayer corporations actually file a combined report (see Ohio Revised Code section 5733.06(F)). Each taxpayer's Ohio taxable income that exceeds the prorated amount is taxable at the higher franchise tax and litter tax rates. Related taxpayers must prorate the $0 to $50,000 bracket on Form FT-OTAS, Ohio Taxpayer Affiliation Schedule. The proration, however made, applies to both the franchise tax and the litter tax.

(a) First $50,000 of Ohio taxable income (see note above)	0	x .051 =	a.	0
(b) Ohio taxable income greater than $50,000 (see note above)		x .085 =	b.	
(c) Tax on net income basis. Add lines (a) and (b) (enter here and on Schedule A, line 14)			c.	0

Net Worth Basis (The tax on net worth basis is not to exceed $150,000.)

(d) Taxable value (from Schedule F, line 7) (enter product here and on Schedule A, line 16)	(1357,691)	x .004 =	d.	0

Tax Due

(e) Greater of lines (c) or (d), but not less than $50 (enter here and on Schedule A, line 17)	e.	50

Section 2: Litter Tax Computation

Tier One Litter Tax (Complete tier one if the amount on line (e) is greater than $50.)

Net Income Basis

(f) First $50,000 of Ohio taxable income (see note above)	x .0011 =	f.	
(g) Ohio taxable income greater than $50,000 (see note above)	x .0022 =	g.	
(h) Add lines (f) and (g)		h.	

Net Worth Basis

(i) Taxable value (from Schedule F, line 7)	x .00014 =	i.	

Tier One Litter Tax

(j) Greater of lines (h) or (i) but not greater than $5,000. If the taxpayer is a member of a combined report, see FT-1120C for limitation	j.	

Tier Two Litter Tax (Complete tier two only if the taxpayer manufactures or sells litter stream products. See instructions.)

Net Income Basis

(k) Ohio taxable income greater than $50,000 (see note above)	x .0022 =	k.	

Net Worth Basis

(l) Taxable value (from Schedule F, line 7)	x .00014 =	l.	

Tier Two Litter Tax

(m) Greater of lines (k) or (l) but not more than $5,000. If the taxpayer is a member of a combined report, see FT-1120C for limitation	m.	
(n) Total Litter Tax – Add lines (j) and (m). Enter here and on Schedule A, line 18	n.	

WSC0050

Name	Franchise tax I.D. number	2013

Schedule A-1 – Nonrefundable Credits

Credits must be claimed in the order listed. O.R.C. section 5733.98

		Ohio Revised Code Section		
1.	Credit for taxes paid by a qualifying pass-through entity	5733.0611	1.	
2.	Credit for qualifying affiliated groups (due to related entity and related member adjustments)	5733.068	2.	
3.	Credit for recycling and litter prevention donations	5733.064	3.	
4.	Credit for employers that enter into agreements with child daycare centers	5733.38	4.	
5.	Credit for employers that reimburse employees' child daycare expenses	5733.38	5.	
6.	Credit for maintaining railroad crossing warning devices	5733.43	6.	
7.	Credit for purchases of lights and reflectors for tractors	5733.44	7.	
8.	Job retention credit	5733.0610(B)	8.	
9.	Second credit for purchases of new manufacturing machinery and equipment (7.5%-13.5% credit)	5733.33	9.	
10.	Credit for eligible new employees in an enterprise zone	5709.66	10.	
11.	Credit for eligible costs associated with voluntary action (brownfield site clean-up) (attach certificate from Department of Development.)	5733.34	11.	
12.	Credit for employers that establish an onsite child daycare center	5733.37	12.	
13.	Ethanol plant investment credit	5733.46	13.	
14.	Credit for grape production property	5733.32	14.	
15.	Export sales credit (carryforward amount only)	5733.069	15.	
16.	Edison Center credit for research and development investors (attach credit certificate from Technology and Enterprise Advisory Board)	5733.36	16.	
17.	Enterprise zone daycare and training credits	5709.85	17.	
18.	Total nonrefundable credits (enter here and on Schedule A, line 19)		18.	0

Schedule A-2 – Foreign Source Income Deduction – O.R.C. Section 5733.042(A)(2)

1.	I.R.C. section 78 and 951 income		1.	
2.	Foreign dividends x 100% =		2.	
3.	Foreign royalties x 90% =		3.	
4.	(a) Income from technical and other services			
	(b) Reimbursed expenses for personal services performed for subsidiaries			
	(c) Line 4a minus line 4b	x 90% =	4c.	
5.	Foreign source income deduction. (Add lines 1, 2, 3 and 4c. Enter here and on Schedule B, line 2a.)		5.	0

Schedule B-3 – Related Entity and Related Member Adjustments

Note: If the taxpayer is a member of a combined franchise group, complete Schedule B-3 (Combined) on Form FT-1120C.

1.	Related entity gains (losses) from sale of investments in stock or debt. O.R.C. section 5733.04(I)(12)(a)	1.	
2.	Related entity gains (losses) from sale of other intangible property. O.R.C. section 5733.04(I)(12)(b)	2.	
3.	Total related entity gains (losses) (add lines 1 and 2)	3.	
4.	Allocable portion of line 3	4.	
5.	Apportionable related entity gains (losses) (subtract line 4 from line 3)	5.	
6.	Interest expense and intangible expense paid to related members. O.R.C. section 5733.04(I)(13) and 5733.042	6.	
7.	Add lines 5 and 6	7.	
8.	Ohio apportionment ratio (Schedule D, line 4)	8.	
9.	Apportioned income (multiply line 7 by line 8)	9.	
10.	Related entity gains (losses) allocable to Ohio	10.	
11.	Add excess related entity loss (if loss deducted in all states exceeds total loss). O.R.C. section 5733.054(B)	11.	
12.	Excess related entity gain (if gain taxed by all states exceeds total gain). O.R.C. section 5733.054(A)	12.	( )
13.	Related members' net interest income and net intangible income taxed by other states. O.R.C. section 5733.055 (Enter the lesser of (i) such income taxed by other states or (ii) the product of line 6 times line 8)	13.	( )
14.	Related entity and related member adjustment. (Add lines 9, 10, 11, 12 and 13. Enter here and on Sched. A, line 10)	14.	0

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Note: The corporation is not required to complete Schedules L, M-1, and M-2 if Question 13 on Schedule K is answered "Yes."

Schedule L Balance Sheets per Books	Beginning of tax year		End of tax year	
Assets	(a)	(b)	(c)	(d)
1 Cash		142,665		48,074
2a Trade notes and accounts receivable	685,389		597,202	
b Less allowance for bad debts	(17,463)	667,926	(20,000)	577,202
3 Inventories		98,990		46,656
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach schedule)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach schedule)				
10a Buildings and other depreciable assets	297,021		139,662	
b Less accumulated depreciation	(210,921)	86,100	(202,963)	76,699
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (attach schedule)		278,990		959
15 Total assets		1,252,681		749,591
Liabilities and Shareholders' Equity				
16 Accounts payable		4,231,345		2,031,277
17 Mortgages, notes, bonds payable in less than 1 year		1,000		
18 Other current liabilities (attach schedule)		75,615		49,245
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach schedule)				
22 Capital stock: a Preferred stock				
b Common stock		5,000		5,000
23 Additional paid-in capital				
24 Retained earnings—Appropriated (attach schedule)				
25 Retained earnings—Unappropriated		-3,057,368		-1,342,691
26 Adjustments to shareholders' equity (attach schedule)				
27 Less cost of treasury stock		( )		( )
28 Total liabilities and shareholders' equity		1,252,681		749,591

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return (see page 25 of instructions)			
1 Net income (loss) per books	1,714,677	7 Income recorded on books this year not included on this return (itemize): Tax-exempt interest $	
2 Federal income tax per books			
3 Excess of capital losses over capital gains			
4 Income subject to tax not recorded on books this year (itemize):		8 Deductions on this return not charged against book income this year (itemize):	
5 Expenses recorded on books this year not deducted on this return (itemize):		a Depreciation $	
a Depreciation $ 8,602		b Charitable contributions $	
b Charitable contributions $			
c Travel and entertainment $ 1,124			
Bad Debt 2,537		9 Add lines 7 and 8	
6 Add lines 1 through 5	12,263	10 Income (line 28, page 1)—line 6 less line 9	1,726,940

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)			
1 Balance at beginning of year	-3,057,368	5 Distributions: a Cash	
2 Net income (loss) per books	1,714,677	b Stock	
3 Other increases (itemize):		c Property	
		6 Other decreases (itemize):	
		7 Add lines 5 and 6	
4 Add lines 1, 2, and 3	-1,342,691	8 Balance at end of year (line 4 less line 7)	-1,342,691

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Form **1120** — Department of the Treasury, Internal Revenue Service

U.S. Corporation Income Tax Return

For calendar year 2002 or tax year beginning ..... , 2002, ending ..... , 20....
► Instructions are separate. See page 20 for Paperwork Reduction Act Notice.

OMB No. 1545-0123

2002

A. Check if a:
1 Consolidated return (attach Form 851) ☐
2 Personal holding co. (attach Sch. PH) ☐
3 Personal service corp. (as defined in Regulations sec. 1.441-4(a)—see instructions) ☐

Use IRS label. Other-wise, print or type.

Name: Westside Cellular DBA Cellnet of Ohio

Number, street, and room or suite no. (If a P.O. box, see page 7 of instructions.): 23632 Mercantile Road

City or town, state, and ZIP code: Beachwood, Ohio 44122

B Employer identification number: [redacted]

C Date incorporated: 03/14/88

D Total assets (See page 8 of instructions): $ 742,881

E Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change

Income	1a	Gross receipts or sales: 6,451,612	b Less returns and allowances	c Bal ►	1c: 6,451,612
	2	Cost of goods sold (Schedule A, line 8)			2: 1,544,309
	3	Gross profit. Subtract line 2 from line 1c			3: 4,907,303
	4	Dividends (Schedule C, line 19)			4:
	5	Interest			5:
	6	Gross rents			6:
	7	Gross royalties			7:
	8	Capital gain net income (attach Schedule D (Form 1120))			8:
	9	Net gain or (loss) from Form 4797, Part II, line 18 (attach Form 4797)			9:
	10	Other income (see page 8 of instructions—attach schedule)			10:
	11	Total income. Add lines 3 through 10		►	11: 4,907,303
Deductions (See instructions for limitations on deductions.)	12	Compensation of officers (Schedule E, line 4)			12: 180,008
	13	Salaries and wages (less employment credits)			13: 1,232,984
	14	Repairs and maintenance			14: 46,496
	15	Bad debts			15: 8,353
	16	Rents			16: 100,159
	17	Taxes and licenses			17: 118,805
	18	Interest			18:
	19	Charitable contributions (see page 11 of instructions for 10% limitation)			19: 35
	20	Depreciation (attach Form 4562)	20: 3,455		
	21	Less depreciation claimed on Schedule A and elsewhere on return	21a:		21b: 3,455
	22	Depletion			22:
	23	Advertising			23: 240,325
	24	Pension, profit-sharing, etc., plans			24:
	25	Employee benefit programs			25: 112,193
	26	Other deductions (attach schedule)			26: 1,247,755
	27	Total deductions. Add lines 12 through 26		►	27: 3,180,363
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11			28: 1,726,940
	29	Less: a Net operating loss (NOL) deduction (see page 13 of instructions)	29a: 1,726,940		
		b Special deductions (Schedule C, line 20)	29b:		29c: 1,726,940
	30	Taxable income. Subtract line 29c from line 28			30: 0
Tax and Payments	31	Total tax (Schedule J, line 11)			31:
	32	Payments: a 2001 overpayment credited to 2002	32a:		
		b 2002 estimated tax payments	32b:		
		c Less 2002 refund applied for on Form 4466	32c: ( )	d Bal ►	32d:
		e Tax deposited with Form 7004			32e:
		f Credit for tax paid on undistributed capital gains (attach Form 2439)			32f:
		g Credit for Federal tax on fuels (attach Form 4136). See instructions			32g:
					32h:
	33	Estimated tax penalty (see page 14 of instructions). Check if Form 2220 is attached ► ☐			33:
	34	Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed			34:
	35	Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid			35:
	36	Enter amount of line 35 you want: Credited to 2003 estimated tax ►	Refunded ►		36:

COPY

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer — Date — Title

May the IRS discuss this return with the preparer shown below (see instructions)? ☐ Yes ☐ No

Paid Preparer's Use Only

Preparer's signature | Date | Check if self-employed ☐ | Preparer's SSN or PTIN

Firm's name (or yours if self-employed), address, and ZIP code | EIN | Phone no. ( )

Cat. No. 11456Q — Form **1120** (2002)

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Schedule A Cost of Goods Sold (see page 14 of instructions)

1	Inventory at beginning of year	1	95,990	
2	Purchases	2	362,875	
3	Cost of labor	3		
4	Additional section 263A costs (attach schedule)	4		
5	Other costs (attach schedule)	5	1,132,089	
6	Total. Add lines 1 through 5	6	1,590,954	
7	Inventory at end of year	7	46,656	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on line 2, page 1	8	1,544,308	

9a Check all methods used for valuing closing inventory:
- (i) ☐ Cost as described in Regulations section 1.471-3
- (ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
- (iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☑ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☑ No

Schedule C Dividends and Special Deductions (see instructions beginning on page 15)

		(a) Dividends received	(b) %	(c) Special deductions (a) × (b)
1	Dividends from less-than-20%-owned domestic corporations that are subject to the 70% deduction (other than debt-financed stock)		70	
2	Dividends from 20%-or-more-owned domestic corporations that are subject to the 80% deduction (other than debt-financed stock)		80	
3	Dividends on debt-financed stock of domestic and foreign corporations (section 246A)		see instructions	
4	Dividends on certain preferred stock of less-than-20%-owned public utilities		42	
5	Dividends on certain preferred stock of 20%-or-more-owned public utilities		48	
6	Dividends from less-than-20%-owned foreign corporations and certain FSCs that are subject to the 70% deduction		70	
7	Dividends from 20%-or-more-owned foreign corporations and certain FSCs that are subject to the 80% deduction		80	
8	Dividends from wholly owned foreign subsidiaries subject to the 100% deduction (section 245(b))		100	
9	Total. Add lines 1 through 8. See page 16 of instructions for limitation			
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11	Dividends from certain FSCs that are subject to the 100% deduction (section 245(c)(1))		100	
12	Dividends from affiliated group members subject to the 100% deduction (section 243(a)(3))		100	
13	Other dividends from foreign corporations not included on lines 3, 6, 7, 8, or 11			
14	Income from controlled foreign corporations under subpart F (attach Form(s) 5471)			
15	Foreign dividend gross-up (section 78)			
16	IC-DISC and former DISC dividends not included on lines 1, 2, or 3 (section 246(d))			
17	Other dividends			
18	Deduction for dividends paid on certain preferred stock of public utilities			
19	Total dividends. Add lines 1 through 17. Enter here and on line 4, page 1 ▶			
20	Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on line 29b, page 1 ▶			

Schedule E Compensation of Officers (see instructions for line 12, page 1, on page 10 of instructions)

Note: Complete Schedule E only if total receipts (line 1a plus lines 4 through 10 on page 1) are $500,000 or more.

(a) Name of officer	(b) Social security number	(c) Percent of time devoted to business	Percent of corporation stock owned (d) Common	Percent of corporation stock owned (e) Preferred	(f) Amount of compensation
1 Michael A. Tricarichi	[redacted]	100 %	100 %	%	100,000
		%	%	%	
		%	%	%	
		%	%	%	
		%	%	%	
2 Total compensation of officers					100,000
3 Compensation of officers claimed on Schedule A and elsewhere on return					
4 Subtract line 3 from line 2. Enter the result here and on line 12, page 1					100,000

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APP0269

Schedule J Tax Computation (see page 17 of instructions)

1 Check if the corporation is a member of a controlled group (see sections 1561 and 1563) ▶ ☐
Important: Members of a controlled group, see instructions on page 17.

2a If the box on line 1 is checked, enter the corporation's share of the $50,000, $25,000, and $9,925,000 taxable income brackets (in that order):
(1) $ (2) $ (3) $

b Enter the corporation's share of: (1) Additional 5% tax (not more than $11,750) $
(2) Additional 3% tax (not more than $100,000) $

3 Income tax. Check if a qualified personal service corporation under section 448(d)(2) (see page 17) ▶ ☐ — 3
4 Alternative minimum tax (attach Form 4626) — 4
5 Add lines 3 and 4 — 5
6a Foreign tax credit (attach Form 1118) — 6a
b Possessions tax credit (attach Form 5735) — 6b
c Check: ☐ Nonconventional source fuel credit ☐ QEV credit (attach Form 8834) — 6c
d General business credit. Check box(es) and indicate which forms are attached.
☐ Form 3800 ☐ Form(s) (specify) ▶ — 6d
e Credit for prior year minimum tax (attach Form 8827) — 6e
f Qualified zone academy bond credit (attach Form 8860) — 6f
7 Total credits. Add lines 6a through 6f — 7
8 Subtract line 7 from line 5 — 8
9 Personal holding company tax (attach Schedule PH (Form 1120)) — 9
10 Other taxes. Check if from: ☐ Form 4255 ☐ Form 8611 ☐ Form 8697 ☐ Form 8866 ☐ Other (attach schedule) — 10
11 Total tax. Add lines 8 through 10. Enter here and on line 31, page 1 — 11

Schedule K Other Information (see page 19 of instructions)

		Yes	No
1	Check method of accounting: a ☐ Cash b ☑ Accrual c ☐ Other (specify) ▶		
2	See page 21 of the instructions and enter the:		
a	Business activity code no. ▶ 4825		
b	Business activity ▶ Cellular Sales & Service		
c	Product or service ▶ Service & Equipment		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) taxable income or (loss) before NOL and special deductions of such corporation for the tax year ending with or within your tax year.		✓
4	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? If "Yes," enter name and EIN of the parent corporation ▶		✓
5	At the end of the tax year, did any individual, partnership, corporation, estate, or trust own, directly or indirectly, 50% or more of the corporation's voting stock? (For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing name and identifying number. (Do not include any information already entered in 4 above.) Enter percentage owned ▶	✓	
6	During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? (See sections 301 and 316.) If "Yes," file Form 5452, Corporate Report of Nondividend Distributions. If this is a consolidated return, answer here for the parent corporation and on Form 851, Affiliations Schedule, for each subsidiary.		✓

		Yes	No
7	At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of (a) the total voting power of all classes of stock of the corporation entitled to vote or (b) the total value of all classes of stock of the corporation? If "Yes," enter: (a) Percentage owned ▶ and (b) Owner's country ▶		✓
c	The corporation may have to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter number of Forms 5472 attached ▶		
8	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		✓
9	Enter the amount of tax-exempt interest received or accrued during the tax year ▶ $		
10	Enter the number of shareholders at the end of the tax year (if 75 or fewer) ▶ 1		
11	If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here ▶ ☐ If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3)(i) or (ii) must be attached or the election will not be valid.		✓
12	Enter the available NOL carryover from prior tax years (Do not reduce it by any deduction on line 29a.) ▶ $ 2,084,578		
13	Are the corporation's total receipts (line 1a plus lines 4 through 10 on page 1) for the tax year and its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L, M-1, and M-2 on page 4. Instead, enter the total amount of cash distributions and the book value of property distributions (other than cash) made during the tax year. ▶ $		✓

Note: If the corporation, at any time during the tax year, had assets or operated a business in a foreign country or U.S. possession, it may be required to attach Schedule N (Form 1120), Foreign Operations of U.S. Corporations, to this return. See Schedule N for details.

WSC0055

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IN THE SUPREME COURT OF THE STATE OF NEVADA

MICHAEL A. TRICARICHI,

Appellant,

v.

COÖPERATIEVE RABOBANK U.A., UTRECHT-AMERICA FINANCE CO. and SEYFARTH SHAW LLP,

Respondents.

Electronically Filed
Sep 19 2017 01:30 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case No. 73175

District Court Case No. A-16-735910-B

APPEAL

From the Eighth Judicial District Court, Department XV
Clark County, Nevada
Hon. Joe Hardy, District Court Judge

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Docket 73175 Document 2017-31674

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Hutchison & Steffen, LLC and that on this 19th day of September, 2017, I caused the document entitled JOINT APPENDIX VOLUME II to be served on the following by Electronic Service to:

Dan Waite
Ryan Lower
Steve Morris

Service by regular U.S. Mail as follows:

Chris Paparella
(*Pro Hac Vice*)
HUGHES HUBBARD & REED LLP
One Battery Park Plaza
New York, NY 10004-1482
Telephone: (212) 837-6644
Facsimile: (212) 299-6644
chris.paparella@hugheshubbard.com

Attorneys for Respondents Coöperatieve Rabobank U.A. and Utrecht-America Finance Co.

An employee of HUTCHISON & STEFFEN, LLC

Electronically Filed
08/26/2016 01:47:37 PM

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tdbrooks@sperling-law.com

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

MICHAEL A. TRICARICHI, Plaintiff, v. PRICEWATERHOUSE COOPERS, LLP, COÖPERATIEVE RABOBANK U.A., UTRECHT-AMERICA FINANCE CO., SEYFARTH SHAW LLP and GRAHAM R. TAYLOR, Defendants.	CASE NO. A-16-735910-B DEPT NO. XV **APPENDIX OF EXHIBITS IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANT SEYFARTH SHAW'S MOTION TO DISMISS FOR LACK OF JURISDICTION** JURY TRIAL DEMANDED

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EXHIBIT A

HUTCHISON & STEFFEN
A PROFESSIONAL LLC

Nob Hill Holdings, Inc.

744 Montgomery Street, 3rd Floor
San Francisco, CA 94111
(415) 288-9435

July 22, 2003

Michael Tricarichi
314 Arbour Gardens
Las Vegas, NV 89148

Re: Purchase of All of the Stock of Westside Cellular

Mr. Tricarichi:

Nob Hill Holdings, Inc., a Delaware corporation ("Purchaser"), is pleased to indicate the principal terms upon which it is prepared to purchase all of the issued and outstanding capital stock (the "Stock") of Westside Cellular, an Ohio corporation (the "Company"), from its sole shareholder ("Seller") pursuant to a stock purchase transaction (the "Share Purchase").

This binding offer is made subject to the terms and conditions set forth below.

Seller:	Michael Tricarichi, an individual
Purchaser:	Nob Hill Holdings, Inc., a Delaware corporation
Stock to be Purchased:	Purchaser will purchase 100% of the issued and outstanding Stock of the Company at the time of the Share Purchase.
Purchase Price:	$34,900,000 in cash (such amount, the "Stock Purchase Price").

Purchase Price Adjustment:

The actual amount of the Stock Purchase Price shall be determined by good faith negotiations by the parties hereto and shall be reflected in the Stock Purchase Agreement as hereinafter defined. The Stock Purchase Price shall be adjusted:

1. upward or downward, as the case may be, by the amount by which the "Available Cash", as defined below, differs from the amount of cash held by the Company at the time of closing, on a dollar for dollar basis; and

2. downward by amount of any undisclosed liability of the Company, which is not contained in this Letter of Intent as of the closing date (the "Undisclosed Liability") on a dollar for dollar basis.

Assets and Liabilities:

1. The Company's assets shall consist of cash held by the Company, after all liabilities (other than local, state and federal income tax liabilities for the current fiscal year) have been paid, or otherwise provided for, by the Company, in the sum of $40,000,000 (such amount, "Available Cash"); and

2. The Company will have no liabilities other than the liabilities associated with the Company's earned income and capital gains for the fiscal year ending December 31, 2003; provided that, in the event that such liabilities associated with the Company's earned income and capital gains for the fiscal year ending December 31, 2003 are greater than the $40,000,000 amount previously disclosed to representatives of Purchaser prior to the execution of this Letter of Intent, the Stock Purchase Price shall be adjusted downward proportionately but no such adjustment to the Stock Purchase Price shall be made if such liabilities associated with the Company's earned income and capital gains for the fiscal year ending December 31, 2003 are lower than previously disclosed to representatives of Purchaser.

Stock Purchase Agreement:

Subject to the satisfactory completion of Purchaser's due diligence. Seller and Purchaser will enter into a definitive agreement (the "Stock Purchase Agreement").

The Stock Purchase Agreement shall contain representations, warranties, covenants and indemnities in form and substance satisfactory to Purchaser and Seller, including (without limitation):

1. Representations, warranties and covenants by Seller in favor of Purchaser (all of which shall not be assignable by Purchaser) including:

a. organization, qualification, and corporate power and authority of the Company;

b. capitalization of the Company;

c. disclosure of subsidiaries of the Company, if any;

d. title to and liens on assets of the Company;

e. lack of litigation involving the Company; and

f. covenant regarding cooperation with Purchaser's financing source.

2. Representations, warranties and covenants by Purchaser in favor of Seller including:

a. organization, qualification, and corporate power and authority of Purchaser; and

b. lack of litigation involving Purchaser.

Conditions Precedent:

The obligation of Purchaser to consummate the Stock Purchase Agreement shall be subject to the following additional conditions precedent:

1. As of the Closing Date, the description of the assets and liabilities of the Company as set forth in the Stock Purchase Agreement will be accurate in all material respects;

2. As of the Closing Date, the Company will not have any material contracts, commitments, guarantees, or contingent or other liabilities, except for those specifically identified in the Stock Purchase Agreement;

3. On or prior to the Closing Date, all consents or waivers required in connection with the transactions contemplated hereby will have been obtained;

4. As of the Closing Date, there will be no legal actions or other proceedings, which seek to enjoin, arise out of or otherwise relate to the purchase or sale of the Stock or any other transactions contemplated hereby;

5. Purchaser will have secured financing for the Stock Purchase Price;

6. As of the Closing Date, Sellers shall draft and submit, and all parties must agree on, a pro forma federal tax return of the Company for the period from January 1, 2003 through the Closing Date; and

7. Agreement on the terms of the Stock Purchase Agreement.

Indemnifications:

Seller shall indemnify Purchaser for any and all liabilities of the Company arising prior to the Closing Date (other than taxes due for the current fiscal year), and for any non-compliance with the representations and warranties set forth in the definitive Stock Purchase Agreement. Purchaser shall indemnify Seller for any and all liabilities of the Company arising on or after the Closing Date, and for non-compliance with the representations and authority set forth in the definitive Stock Purchase Agreement.

Due Diligence:

Seller agrees to promptly provide Purchaser with all requested information to enable Purchaser to conduct a due diligence review of the corporate, financial, accounting and legal records of the Company. Purchaser agrees to begin such review promptly after the execution of this Letter of Intent. Purchaser agrees to promptly provide Seller with all requested information to enable Seller to conduct a due diligence review of the corporate, financial, tax, county and legal records of Purchaser. Seller agrees to begin such review promptly after the execution of this Letter of Intent.

Other Negotiations:

Seller represents and warrants that it is not negotiating with any other party for the sale of the Stock of the Company and agrees that it will not, before August 31, 2003, negotiate for the sale of or offer to sell the Stock of the Company to any other party without Purchaser's consent.

Transaction Costs: Seller will pay all filing and transfer fees with respect to the transfer of the shares of the Company. Each party is responsible for the fees of its own counsel and other costs applicable to this transaction.

Notwithstanding the foregoing, Seller has simultaneously deposited herewith the sum of $50,000 with the Purchaser's attorney's escrow account. Seller agrees to compensate Purchaser for all reasonable professional costs (including but not limited to legal and accounting costs), up to a maximum amount of $50,000, if the transaction fails to close based on factors within Seller's control (assuming no changes in the Purchase Price and other material terms of this Letter of Intent). In

addition, Purchaser agrees to compensate Seller for all reasonable professional costs (including but not limited to legal and accounting costs), up to a maximum amount of $50,000, if the transaction fails to close based on factors within Purchaser's control (assuming no changes in the material terms of this Letter of Intent); provided that, for purposes of this sentence, if Purchaser requests any adjustment(s) to the Stock Purchase Price or related change(s) to the terms of this Letter Intent as the result of information discovered during Purchaser's due diligence review of the Company and Seller refuses to agree to such changes such that the transaction fails to close, this shall not be deemed a failure to close the transaction that is based upon factors within Purchaser's control.

Transaction Schedule:

Sign Term Sheet:	July 23, 2003
Complete Due Diligence:	August 4, 2003 or earlier
Sign Stock Purchase Agreement:	August 15, 2003 or earlier
Close Transaction:	August 15, 2003 or earlier

Additional Provisions:

1. This Letter of Intent may be signed in one or more counterparts and by facsimile.

2. The parties hereto shall cooperate with Purchaser's lender or financing sources for the contemplated transaction with respect to all of such lender's commercially reasonable requests.

3. This Letter of Intent may be amended only by a written agreement signed by each party.

4. This Letter of Intent contains the entire understanding of the parties regarding the subject matter of this Letter of Intent and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Letter of Intent.

(Remainder of page intentionally left blank; signature page follows.)

If you are in accord with the foregoing terms, kindly sign the enclosed copy of this letter and return same to the undersigned's attention at your earliest opportunity.

Very truly yours,

Nob Hill Holdings, Inc.

By: _____
Tim Conn
Manager

Above Confirmed & Agreed by:

Michael Tricarichi

_____

[SIGNATURE PAGE TO LETTER OF INTENT]

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EXHIBIT PAGE ONLY

EXHIBIT B

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

FORTREND

INTERNATIONAL

August 13, 2003

Sent Via Email: Chris.Kortlandt@nyc.rabobank.com

Chris G. Kortlandt, Executive Director
Corporate Finance Officer
Rabobank New York Branch
245 Park Avenue
New York, New York 10167-0062

Re: West Side Cellular

Dear Chris:

This letter will set forth the basic information concerning the acquisition of West Side Cellular, Inc. ("CellNet"), an Ohio corporation, by our client Nob Hill Holdings, Inc. ("Nob Hill"), a Delaware corporation.

Nob Hill will purchase 100% of the stock of CellNet from its sole shareholder, Michael Tricarichi ("Seller"), an individual, pursuant to a stock purchase transaction (the "Share Purchase"). The Share Purchase is schedule to close on August 27, 2003.

Nob Hill will purchase 100% of the stock of CellNet for a purchase price of approximately $34.9M (the "Stock Purchase Price"). Nob Hill intends to continue various investment strategies through this corporation for a number of years. CellNet will be re-engineered to enter into the business of investing in, collecting and reinvesting in distressed receivables, including certain cellular phone receivables currently held by CellNet. CellNet will purchase suitable debt instruments and engage in various related aspects of the asset recovery business. Nob Hill's analysis indicates that the new business shall be profitable and is expected to show a positive cumulative internal rate of return over an extended period of time. Accordingly, both Nob Hill and CellNet believe that the new line of business will result in economic profitability for both Nob Hill and CellNet. In order to acquire CellNet and pursue this business strategy, Nob Hill is seeking a short-term loan of $29.9M from Rabobank. Nob Hill has cash in the amount of $5M, which it will deposit in a new account with Rabobank prior to closing.

On the date that Nob Hill purchases CellNet, the only assets of CellNet will be cash in the amount of $40M realized from the settlement of litigation ("Available Cash") and certain accounts receivable from cell phone customers. There will be no liabilities at closing.

Immediately prior to the Share Purchase, Seller will transfer all of CellNet's cash assets to a new account at Rabobank. Nob Hill will have opened an account at Rabobank and deposited its $5M; the loan funds will be transferred into that account. On the closing date, Rabobank, on behalf of Nob Hill, will transfer $34.9M to Seller, and Seller will relinquish control of CellNet's bank account to Nob Hill. Immediately thereafter, Nob Hill will satisfy the loan and fees to Rabobank.

Additional information concerning Nob Hill and CellNet is as follows:

Acquiring Entity: Nob Hill Holdings, Inc.
Delaware corporation
Formed: November 15, 2001
Attn: John P. McNabola, President

FORTREND INTERNATIONAL, LLC
220 JACKSON STREET
3RD FLOOR
SAN FRANCISCO, CA 94111
TEL - (415) 986 - 2940 • FAX - (415) 398 - 9739

NEW YORK • ATLANTA • SAN FRANCISCO • MIAMI • MELBOURNE

EXHIBIT 34-J
Docket No. 23630-12
Page 1 of 2

RABO-F- 0005525

F O R T R E N D

INTERNATIONAL

Address: 50 Francisco Street
San Francisco, CA 94133
Phone: (415) 591-0100 ext. 594 / Fax: (415) 399-9212

Shareholders: Millennium Recovery Fund
c/o John P. McNabola, Director
50 Francisco Street
San Francisco, CA 94133
Attn.: John P. McNabola, President
Phone: (415) 591-0100 ext. 594 / Fax: (415) 399-9212

Counsel: Charles Klink
Klink & Associates
1734 Granville Ave., #6
Los Angeles, CA 90025
Phone: (310) 979-0922 / Fax: (310) 979-0180

Target Company: Westside Cellular
Ohio corporation
Formed: March 14, 1988
Attn: - Michael Tricarichi - President

Address: 23632 Mercantile Road
Beachwood, Ohio

Counsel: Hahn Loeser & Parks
330 BP Tower
Cleveland, Ohio 44114-2031
Randy J. Hart, Esq.
Phone: (216) 274-2410 / Fax: (216) 274-2511
Cell: (216) 978-9150
rjhart@hahnlaw.com

Shareholder: Michael Tricarichi
314 Arbour Gardens
Las Vegas, Nevada 89148

Please give me a call at your earliest convenience to discuss the process of loan approval and the various documents required.

Very truly yours,

Alice Dill Wendland

cc: Charles Klink, Esq.

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EXHIBIT PAGE ONLY

EXHIBIT C

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

DDA Signature Card

Rabobank Nederland
New York Branch
245 Park Avenue
New York, NY 10167-0062 U.S.A.

Account No.

Date Account Opened

Name of Company: MICHAEL TRICARICHI, ESCROW ACCOUNT

Tax Identification No.: [redacted]

Address: 341 ARBOUR GARDENS AVE, LAS VEGAS NV 89148

S.I.C. No.

Statement Address: SAME

Telephone No.: 702-597-0021

Business

Transferred From:
- O Other Bank
- O Other Financial Institution
- O Employer's Effort (name)
- O Depositor's Request

Identification (if a new customer), Introduced By, or Other Account Numbers.

Approved By

Welcome Letter: O Yes O No

- O Resolution as to Signing Authority
- O Operation of Account Agreement
- O Partnership Agreement for Opening Account

Rabobank

Title of Account (please print or type): MICHAEL TRICARICHI, ESCROW ACCOUNT

Account No.

In Account With: Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A. ("Rabobank Nederland"), New York Branch

You are authorized to mail or to deliver by messenger to our/my address each month, statement of our/my checking account and cancelled vouchers. Your customary maintenance charges as effective from time to time may be deducted from this account.

Authorized Signature(s)

NY 133 (9-93)

09/08/03 MON 15:23 [TX/RX NO 6403]

RABO-F- 0005480

EXHIBIT 29-J
Docket No. ~~23630-12~~
Page 1 of 7

08/08/03 MON 11:23 FAX 4154337165 BITTNER/ADEN

08/08/03 MON 15:23 [TX/RX NO 6403]

RABO-E- 0005481

EXHIBIT 29-J
Docket No. 23630-12
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APP0209

General Resolution

I, the undersigned Secretary of MICHAEL TRICARICHI ESCROW ACCOUNT,
(Exact Name of Corporation)

a corporation duly organized and existing under the laws of NEVADA
(Name of State where incorporated)

and having its principal place of business in 341 ARBOUR GARDEN AVE, hereby CERTIFY
(Name of City or Town and State)

that the following is a true copy of a certain resolution duly adopted by the Board of Directors of the said corporation in accordance with its By-Laws at, and recorded in the minutes of, a meeting of the said Board duly held on

9/8/03, 20__ and not subsequently rescinded or modified.
(Date of Meeting)

Resolved

1. That COÖPERATIVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH (hereinafter called the "Bank") be and hereby is designated a Depositary of Funds of this Corporation, and

MICHAEL TRICARICHI
(If officer(s), designate office(s) only, for example, President, Treasurer, etc.; if person(s) other than officer(s), insert name(s).)

(If two or more are designated, indicate whether they are to sign singly, any two, jointly or otherwise.)

is (are) hereby authorized to sign for and on behalf of this Corporation, any and all checks, drafts and other orders with respect to any funds at any time(s) to the credit of this Corporation with the Bank and/or against any account(s) of this Corporation maintained at any time(s) with the Bank, inclusive of any such checks, drafts and other orders in favor of any of the above-designated officer(s) and/or other person(s), and to enter into one or more agreements with the Bank concerning the operation of the account as the person executing such agreement shall deem appropriate and that the Bank be and hereby is authorized (a) to pay the same to the debit of any account(s) of this Corporation then maintained with it; (b) to receive for deposit to the credit of this Corporation and/or for collection for the account of this Corporation, any and all checks, drafts, notes and other instruments for the payment of money, whether or not endorsed by this Corporation, which may be submitted to it for such deposit and/or collection, it being understood that each such item shall be deemed to have been unqualifiedly endorsed by this Corporation, and (c) to receive, as the act of this Corporation, any and all stop-payment instructions (inclusive of any retention agreement) with respect to any such checks, drafts and other orders as aforesaid and reconcilement(s) of account when signed by any one or more of the officer(s) and/or other person(s) as hereinbefore designated.

2. That MICHAEL TRICARICHI
(If officer(s), designate office(s) only, for example, President, Treasurer, etc.; if person(s) other than officer(s), insert name(s).)

(If two or more are designated, indicate whether they are to sign singly, any two, jointly or otherwise.)

is (are) hereby authorized, for and on behalf of this Corporation, to transact any and all other business with or through the Bank which at any time(s) may be deemed by the said officer(s) and/or other person(s) transacting the same to be advisable, including, without limiting the generality of the foregoing, authority to: (a) discount and/or negotiate notes, drafts and other commercial paper; (b) apply for letters or forms of credit; (c) borrow money, with or without security; (d) assign, transfer, pledge or otherwise hypothecate any property of the Corporation; (e) purchase, exchange, sell or otherwise deal in or with any stocks, bonds and other securities; (f) execute and deliver automated customer services agreements and agreements relative to performance of various computer services; (g) enter into contracts orally or in writing for the purchase and/or sale of foreign exchange (spot or forward) and enter into contracts orally or in writing for any rate swap, commodity swap, equity swap, interest rate option, cap, collar, floor, currency swap or similar transaction (including any option with respect to any of these transactions) and give oral instructions regarding payments in settlement of any of the foregoing; and (h) in reference to any of the business or transactions hereinbefore in this subdivision "2" referred to, make, enter into, execute and deliver to the Bank such negotiable or non-negotiable instruments, indemnity and other agreements, confirmations, obligations, assignments, endorsements, hypothecations, security agreements, financing statements, pledges, receipts and/or other documents as may be deemed by the officer(s) and/or other person(s) so acting to be necessary or desirable.

(continued on reverse side)

3. That any and all withdrawals of money and/or other transactions heretofore had in behalf of this Corporation with the Bank are hereby ratified, confirmed and approved, and that the Bank (and any interested third party) may rely upon the authority conferred by this entire resolution unless, and except to the extent that, this resolution shall be revoked or modified by a subsequent resolution of this board, and until a certified copy of such subsequent resolution has been received by the Bank.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Corporation this

EIGHTH day of SEPTEMBER, 2003

Secretary

(Corporate Seal)

Note: If the Secretary signing the above certificate is one of the officers authorized to sign, the President of the Corporation should complete the following additional certificate.

I, the undersigned President of the Corporation named above, do hereby certify that the person who executed the foregoing certificate is the duly elected Secretary of the Corporation and that such certificate is accurate in all respects.

Dated 9/8/2003, 2003

President

BITTNER/ADEN 004
09/08/03 MON 11:23 FAX 4154337165
09/08/03 MON 15:23 [TX/RX NO 6403]
RABO-F- 0005482
EXHIBIT 29-J
Docket No. 23630-12
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APP0210

09/08/03 MON 10:45 FAX 4154337165 BITTNER/ADEN 004

09/08/03 MON 14:46 [TX/RX NO 6402] RABO-F- 000583

Operation of Account Agreement

The UNDERSIGNED ("Customer") for good and valuable consideration agrees with Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland" ("Bank") that the operation of each account ("account") the Customer now or hereafter has with the Bank at any of its branches or agencies and the carrying on of other banking business by the Customer with the Bank at any of its branches or agencies shall be subject to the following terms and conditions:

1. *Waiver of Protest*

Subject to instructions given to the Bank in writing by the Customer, the Customer waives in favor of the Bank presentment, notice of dishonor and protest of all bills of exchange, promissory notes, checks, orders for payment of money, security, coupons, notes (all or any of which are hereinafter collectively or separately referred to as "instruments" or "instrument" as the case may be) drawn, made, accepted or endorsed by the Customer and now or hereafter delivered to the Bank at any of its branches or agencies for any purpose. The Customer shall remain liable to the Bank as if presentment, notice of dishonor and protest had been duly made or given. The Bank may note or protest any instrument because of any endorsement other than that of the Customer or for any other reason if the Bank, in its discretion, considers it in the best interest of the Customer or the Bank. The Bank will not, in any circumstances, be responsible or liable for failure or omission to note or protest any instrument.

2. *Use of Agents*

The Bank may use the services of any bank or agent as it may deem advisable in connection with any banking business of the Customer. Such bank or agent is deemed to be the agent of the Customer, and the Bank will not, in any circumstances, be responsible or liable to the Customer by reason of any act or omission of such bank or agent, however caused, in the performance of such services or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit to or from, or in the possession of, such bank or agent.

3. *Authority to Charge Account*

(a) For Instruments Drawn on Account
The Bank may charge the Account with the amount of any instrument payable by the Customer at any branch or agency of the Bank.

(b) Unpaid Instruments
The Bank may charge against the Account the amount of any instrument cashed or negotiated by the Bank for the Customer or credited to the account for which payment is not received by the Bank and to charge the Account with the amount of any other indebtedness or liability of the Customer to the Bank.

Any expenses incurred by the Bank in connection with paying a dishonored or unpaid instrument may be charged to the Account. The Customer is liable to the Bank for the amount charged and will pay on demand any overdraft, together with interest thereon at the interest rate charged by the Bank from time to time for overdrafts. Notwithstanding such charging, all rights and remedies of the Bank against all parties are preserved. No charging of unpaid instruments shall be deemed to be payment of such instruments.

(c) Lost or Stolen Instruments
Should any instrument received by the Bank for the account of the Customer by way of deposit, discount, collection or otherwise be lost or stolen or otherwise disappear from any cause whatsoever other than negligence on the part of the Bank, the Bank may charge the Account with the amount of such instrument, and the Customer agrees to pay the same.

(d) For Operation of Account
The Bank may make a reasonable service charge against the Account for the operation of the Account and may debit the Account from time to time with the amount of such charge.

(e) Multiple Accounts
If the Customer shall have more than one Account, and if there should be insufficient funds in an Account to pay an instrument drawn against such Account or to pay any other amount which the Bank may charge against such Account, the Bank is authorized to pay such instrument or charge out of any other Account of the Customer at any branch or agency of the Bank.

4. *Use of Checks*

The Customer will draw encoded checks only on the Account for which the checks are encoded. The Bank will not be liable in any circumstances for any loss or damage arising from the wrongful acceptance of a check, or wrongful refusal by the Bank to honor a check, drawn by the Customer on an Account other than the Account for which the check is encoded.

Rabobank

(continued on reverse side)

APP0211

09/08/03 MON 14:48 [TX/RX NO 6402] RABO-F- 0005484
EXHIBIT 29-J
Docket No. 23630-12
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APP0212

BITTNER/ADEN 006
09/08/03 MON 10:48 FAX 4154337165

5. Verification of Account

Upon the receipt from the Bank of a statement of the Account together with checks and other vouchers for amounts charged to the Account appearing therein, the Customer will examine the said checks and check the credits and debit entries in the said statement, and, within thirty days of the delivery thereof to the Customer or, if the Customer has instructed the Bank to mail the said statement and checks, within thirty days of the mailing thereof to the Customer, will notify the Bank in writing of any errors, irregularities or omissions therein or therefrom, and at the expiration of the said thirty days (except as to any error, irregularities or omissions of which the Bank has been so notified and except as to payments made on forged or unauthorized endorsements) it shall be conclusively settled as between the Bank and the Customer that such statement and the amount of the balance shown thereon is correct and the said checks and vouchers are genuine and properly chargeable to and charged against the Account and that the Customer was not entitled to be credited with any sum not credited in the said statement.

6. Mailing

This paragraph will not apply if contrary instructions received by the Bank.

The Customer instructs the Bank to mail to the Customer at the Customer's address recorded on the books of the Bank a statement of the Account together with checks for amounts charged to the Account. These instructions will continue in force until contrary instructions in writing are received by the Bank from the Customer. The Customer will advise the Bank promptly if the statement has not been received within ten days of the date upon which it is normally received.

7. Statement of Printed Endorsements

(To be dated and initialed by the Customer if not applicable)

The Customer, having adopted a rubber stamped and/or printed endorsement, authorizes the Bank to accept an impression of the said stamp or other similar stamp or the printed endorsement as a sufficient endorsement by the Customer on all instruments deposited to the credit of the account of the Customer at the Bank or which may from time to time be pledged as collateral security by the Customer or discounted by the Bank for the account of the Customer. The Customer shall be bound by all such stamped or printed endorsements as amply and effectually as if such endorsements were written by or with the authority of the Customer, and the Customer shall fully indemnify and hold harmless the Bank and its employees and agents at all times from all claims and demands in respect of all instruments bearing such stamped or printed endorsements, whether by reason of such stamped or printed endorsement having been made without authority or otherwise.

8. No FDIC Insurance

Deposits held by the Bank for the Customer are not insured by the Federal Deposit Insurance Corporation (FDIC).

9. This Agreement shall be Governed by the Laws of the State of New York without giving effect to any conflict of law principles.

Dated
SEPTEMBER 8TH , 2003

Name of Customer
MICHAEL TRICARICHI, ESCROW ACCT

(by) Signature

(Its) Title
PRES. - ESCROW AGENT

Names of Directors and Officers

To:
Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A.,
"Rabobank Nederland",
New York Branch
245 Park Avenue
New York, NY 10167-0162 U.S.A.

I hereby certify the following to be the Directors and Officers of
MICHAEL TRICARICHI ESCROW ACCOUNT
(Name of Corporation) (the "Corporation")

namely:

Directors:

MICHAEL TRICARICHI

Officers:

Title	Name
MICHAEL TRICARICHI PRES SEC ESCROW AGENT	

THE CORPORATION HEREBY undertakes to notify you of any changes in its directors or officers, and of any changes in its by-laws or to Articles of Incorporation or any other document respecting the authority of directors, officers or agents to sign on its behalf. You may assume that the above named are the directors and officers of the Corporation and in charge of its affairs and that its by-laws and resolutions of which you hold copies are in full force and effect, until you are notified in writing to the contrary.

Dated at SAN FRANCISCO this 8TH day of SEPTEMBER A.D. 2003

Secretary

(Affix Corporate Seal)

AM202 May 96

Rabobank

09/08/03 MON 10:45 FAX 4154337165 BITTNER/ADEN 003

09/08/03 MON 14:46 [TX/RX NO 6402]

RABO-F- 0005485

EXHIBIT 29-J
Docket No. 23630-12
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APP0213

09/08/03 MON 14:48 [TX/RX NO 6402] RABO-E- 0005486

09/08/03 MON 10:48 FAX 4154337165 BITTNER/ADEN 009

Form **W-9** (Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give forms to the requester. Do not send to the IRS.

Print or type

Name (See Specific Instructions on page 2.) MICHAEL TRICARICHI ESCROW ACCT

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ ESCROW ACCT

Address (number, street, and apt. or suite no.) 341 ARBOUR CARDEN AVE

City, state, and ZIP code LAS VEGAS NV 89148

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number: [redacted]

or

Employer identification number: [redacted]

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.) ▶

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ 9/8/2003

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

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EXHIBIT D

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

Nob Hill Holdings, Inc.

50 Francisco Street
San Francisco, CA 94133
(415) 591-0100

August 28, 2003

Michael Tricarichi
341 Arbour Gardens
Las Vegas, NV 89148

Re: First Amendment to the Letter of Intent

Reference is made herein to that certain Letter of Intent dated July 22, 2003 (the "Letter of Intent") by and between Nob Hill Holdings, Inc. ("Purchaser") and yourself, as sole shareholder (in such capacity, "Seller") of West Side Cellular, Inc.. This letter shall serve to amend the paragraph entitled "Other Negotiations" of the Letter of Intent by extending the exclusivity period referred to therein through and including September 15, 2003. Except as set forth in the preceding sentence, all other terms, conditions and provisions of the Letter of Intent shall not be amended or otherwise modified and shall remain in full force and effect.

This letter may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

(Remainder of the page intentionally left blank; signature page follows)

Please confirm your acceptance of the foregoing by signing one copy of this letter where indicated below and return the same to the undersigned's attention at your earliest opportunity.

Very truly yours,

NOB HILL HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Above Confirmed & Agreed by:

MICHAEL TRICARICHI

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EXHIBIT PAGE ONLY

EXHIBIT E

HUTCHISON & STEFFEN

A PROFESSIONAL LLC

EXECUTION COPY

STOCK PURCHASE AGREEMENT

By and Between

Nob Hill Holdings, Inc.,

as Buyer

And

Michael Tricarichi,

as Seller

Dated as of September 9, 2003

WSC0004

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of September 9, 2003, is made by and between Nob Hill Holdings, Inc., a Delaware corporation, as buyer (in such capacity, "Buyer"), and Michael Tricarichi, a Nevada resident who is the sole shareholder of West Side Cellular, Inc., an Ohio corporation ("Company"), as seller (in such capacity, "Seller").

W I T N E S S E T H:

WHEREAS, Seller is the sole shareholder of record and the beneficial owner of all of the authorized, issued and outstanding shares (the "Shares") of capital stock, no par value per share, of Company; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Shares of Company pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the premises and promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Defined Terms. When used in this Agreement, each of the terms set forth in this Article 1 has the meaning indicated below; other terms are defined throughout the body of this Agreement:

"AAA Rules" shall have the meaning ascribed thereto in Section 11.9.

"Actual Knowledge Date" shall have the meaning ascribed thereto in Section 10.6.

"Affiliate" of any Person means any Person directly or indirectly controlling, controlled by such Person. For the purposes of this definition, "control" (including, with correlative meaning, the terms "controlling" and "controlled") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning ascribed thereto in the preamble.

"Arbitration Order" shall have the meaning ascribed thereto in Section 11.9.

"Assigned Company Liabilities" shall have the meaning ascribed thereto in Section 5.1(j).

"Beachwood Lease Assumption Agreement" shall have the meaning ascribed thereto in Section 5.1(l).

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"Beachwood Premises" means the building(s) located and described as 23632 Mercantile Road, Units C & D, Beachwood, Ohio previously leased by Company prior to Closing.

"Business Day" means any day, other than a Saturday or a Sunday, that commercial banks are open for business in New York, New York.

"Buyer" has the meaning ascribed thereto in the preamble.

"Buyer Indemnified Parties" shall have the meaning ascribed thereto in Section 10.3.

"Cash Portion of the Purchase Price" shall have the meaning ascribed thereto in Section 2.4.

"Closing" shall mean the closing of the sale of the Shares to Buyer as provided for herein in Article 7.

"Closing Date" shall have the meaning ascribed thereto in Section 7.1.

"Code" means the Internal Revenue Code of 1986, as amended, as of the date of this Agreement and future provisions thereof.

"Company Bank Accounts" shall mean the bank accounts of Company as set forth on Schedule 3.2(n).

"Conditions of Confidentiality" means any condition(s) limiting a Person's disclosure of the structure or tax aspects of a Transaction in any way by an express or implied understanding or agreement with or for the benefit of any Person who makes or provides a statement, oral or written, (or for whose benefit a statement is made or provided) as to the potential tax consequences that may result from the Transaction, whether or not such understanding or agreement is legally binding. A Transaction also is considered offered under conditions of confidentiality if a taxpayer knows or has reason to know that the taxpayer's use or disclosure of information relating to the structure or tax aspects of the Transaction is limited in any other manner (such as where the Transaction is claimed to be proprietary or exclusive) for the benefit of any Person, other than the taxpayer, who makes or provides a statement, oral or written, (or for whose benefit a statement is made or provided) as to the potential tax consequences that may result from the Transaction. The foregoing definition shall be interpreted in a manner consistent with Treasury Regulations Section 1.6011-4(b)(3) and any successor provisions of the Treasury Regulations.

"Confidential Transaction" means a Transaction that is offered under Conditions of Confidentiality for purposes of Treasury Regulations Section 1.6011-4(b)(3).

"Contractual Obligation" means, as to any Person, any provision of any material security issued by such Person or of any material agreement, instrument or undertaking to which such Person is a party or by which it or any of its property is bound.

"Contractual Protection" means protection provided to a Person against the possibility that part or all of the intended tax consequences from a Transaction will not be sustained, including, but not limited to, rescission rights, the right to a full or partial refund of fees paid to

any Person, fees that are contingent on the Person's realization of tax benefits from the Transaction, insurance protection with respect to the tax treatment of the Transaction, or a tax indemnity or similar agreement (other than a customary indemnity provided by a principal to the Transaction that did not participate in the promotion or offering of the Transaction to the Person). The foregoing definition shall be interpreted in a manner consistent with Treasury Regulations Section 1.6011-4(b)(4) and any successor provisions of the Treasury Regulations.

"Disputed Matter" shall have the meaning ascribed thereto in Section 11.9.

"Environment" means soil, land surface or subsurface strata, real property, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), groundwater, water body sediments, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

"Environmental Law" means any Law with respect to the preservation of the Environment, including but not limited to any Law whatsoever relating to the use of Hazardous Materials, drinking water, surface water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water run-off, air quality, air emissions, waste emissions or wells. Without limiting the generality of the foregoing, the term will encompass each of the following statutes and the regulations promulgated thereunder, and any similar applicable state, local or foreign Law, each as amended: (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980; (b) the Solid Waste Disposal Act; (c) the Hazardous Materials Transportation Act; (d) the Toxic Substances Control Act; (e) the Clean Water Act; (f) the Clean Air Act; (g) the Safe Drinking Water Act; (h) the National Environmental Policy Act of 1969; (i) the Superfund Amendments and Reauthorization Act of 1986; (j) Title III of the Superfund Amendments and Reauthorization Act; (k) the Federal Insecticide, Fungicide and Rodenticide Act; (l) the provisions of the Occupational Safety and Health Act of 1970 relating to the handling of and exposure to Hazardous Materials and similar substances; and (m) the National Environmental Policy Act.

"Environmental Liabilities" means all Losses incurred: (a) to comply with any Environmental Law other than expenses arising from activities considered to be ordinary and routine maintenance, replacement and repair, or normal operation expenses; (b) as a result of a Release of any Hazardous Materials; or, (c) as a result of any environmental conditions present at, created by or arising out of the past or present operations of Company through the Closing Date, or of any prior owner or operator of a facility or site that Company now owns or operates, or has previously owned or operated.

"Environmental Permit" means any Permit or authorization from any Governmental Authority required under, issued pursuant to, or authorized by any Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and all regulations promulgated thereunder.

"Final Return" shall have the meaning ascribed thereto in Section 3.2(f).

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance that is defined, determined or identified as hazardous, toxic or controlled under any Environmental Law or the Release of which is prohibited under any Environmental Law but does not mean ordinary household materials used according to their intended purpose. Without limiting the generality of the foregoing, the term will include, without limitation, (a) "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendments and Reauthorization Act and regulations promulgated thereunder, each as amended; (b) "hazardous waste" as defined in the Solid Waste Disposal Act and regulations promulgated thereunder, each as amended; (c) "hazardous materials" as defined in the Hazardous Materials Transportation Act and the regulations promulgated thereunder, each as amended; (d) "chemical substance or mixture" as defined in the Toxic Substances Control Act and regulation promulgated thereunder, each as amended; (e) petroleum and petroleum products and byproducts and; (f) asbestos.

"Knowledge" means facts or circumstances actually known to, or should have been reasonably known by, the current executive officers (with respect to Company this shall be limited to Michael Trearichi) or directors of a party, and includes all information existing in the books, records and files of such party or its current Affiliates.

"Law" means any constitutional provision, statute, law, rule, regulation, Permit, decree, injunction, judgment, order, ruling, determination, finding or writ of any Governmental Authority.

"Liability" or "Liabilities" mean any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due), including without limitation any liability for Taxes.

"Lien" or "Liens" mean any mortgage, pledge, security interest, charge, claim or other encumbrance, other than (a) mechanics', materialmen's and similar liens with respect to amounts not yet due and payable; (b) liens for Taxes not yet due and payable; and (c) liens securing rental payments under capital lease arrangements.

"Listed Transaction" means a Transaction that is the same as or substantially similar to one of the types of Transactions that the Internal Revenue Service has determined to be a tax avoidance Transaction and identified by notice, regulation, or other form of published guidance as a Listed Transaction. The foregoing definition shall be interpreted in a manner consistent with Treasury Regulations Section 1.6011-4(b)(2) and any successor provisions of the Treasury Regulations.

"Losses" means any and all Liabilities, obligations, judgments, Liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, Taxes, losses, fines, penalties,

expenses, fees, costs (including reasonable attorneys' and expert witness fees and disbursements in connection with investigating, defending or settling any action or threatened action), or amounts paid in settlement.

"Loss Transaction" means any Transaction resulting in, or that is reasonably expected to result in, a taxpayer claiming a loss under Section 165 of the Code of at least the applicable amounts specified in Treasury Regulations Section 1.6011-4(b)(5). The foregoing definition shall be interpreted in a manner consistent with Treasury Regulations Section 1.6011-4(b)(5) and any successor provisions of the Treasury Regulations.

"LXV" shall have the meaning ascribed thereto in Section 5.1(t).

"Material Adverse Effect" means a material adverse effect on the business, assets, prospects, results of operations or condition of Company, financial or otherwise, or on the ability of Seller to perform its respective obligations under this Agreement.

"Permit" or "Permits" mean any license, permit, franchise, certificate of authority or order, or any waiver of the foregoing, issued by any Governmental Authority.

"Person" means an individual or any corporation, association, partnership, limited liability company, joint venture, estate, trust, joint-stock company, unincorporated organization or other legal entity, or any government, or any agency or political subdivision thereof.

"Post Closing Date Audits" shall have the meaning ascribed thereto in Section 10.2.

"Pro-Forma Financials" shall have the meaning ascribed thereto in Section 3.2(f).

"Purchase Price" has the meaning ascribed thereto in Section 2.1.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning or disposing into the Environment in more than a de minimis amount.

"Requirement of Law" means as to any Person, the certificate or articles of incorporation and by-laws, code of regulations or other organizational or governing documents of such Person, and any law, treaty, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Safety Law" means any Law or legal requirement relating to health or safety, including the Occupational Safety and Health Act, as amended, as now or hereinafter in effect relating to (a) exposure of employees to any Hazardous Materials or (b) the physical structure, use or condition of a building, facility, fixture or other structure, including, without limitation, those relating to equipment or manufacturing processes, or the management, Release, cleanup or removal of any Hazardous Materials.

"Safety Liabilities and Costs" means all Losses incurred to comply with any Safety Law (other than expenses arising from activities considered to be ordinary and routine maintenance, replacement and repair, or normal operation expenses) or as a result of any health or safety

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conditions present at, created by or arising out of the past or present operations of Company through the Closing Date.

"Seller" has the meaning ascribed thereto in the preamble.

"Seller Indemnified Parties" shall have the meaning ascribed thereto in Section 10.2.

"Seller Loan" means, collectively, all loans made by Company to Seller, in the aggregate principal amount of $575,000, as evidenced by the Promissory Note, dated as of May 15, 2003, made by Seller in favor of Company and the subsequent advances of funds to Seller made on July 11, 2003 and August 19, 2003, respectively.

"Seller Loan Advance Check" shall have the meaning ascribed thereto in Section 2.1.

"Shares" has the meaning ascribed thereto in the recitals.

"Significant Book-Tax Difference" means a difference in the federal income tax treatment of any item or items from a Transaction, or a reasonably expected difference, of greater than $10,000,000 on a gross basis from the treatment of the item or items for book purposes in any taxable year. For purposes of this determination, offsetting items shall not be netted for either tax or book purposes. For these purposes, book income is determined by applying United States generally accepted accounting principles for worldwide income. Adjustments to any reserves for taxes are disregarded for purposes of determining book-tax difference. The foregoing definition shall be interpreted in a manner consistent with Treasury Regulations Section 1.6011-4(b)(6) and any successor provisions of the Treasury Regulations.

"Subsidiaries" shall have the meaning ascribed thereto in Section 3.2(p).

"Taxes" mean all taxes, levies, duties, tariffs, imposts, or other assessments, charges or fees, including, without limitation, income, franchise, gross receipts, excise, real or personal property, sales, value added, use, license, stamp, transfer, payroll, unemployment, withholding, social security, workers' compensation, franchise, capital, stamp, estate, estimated income or other governmental taxes, imposed by any government or subdivision or agency thereof, whether of the United States or a foreign country, on Company and/or any of its respective business activities; and such term shall include any interest, penalties or additions to tax attributable to such taxes, levies or assessments.

"Transaction" means and includes all of the factual elements relevant to the expected tax treatment of any investment, entity, plan, or arrangement, and includes any series of steps carried out as part of a plan, and any series of substantially similar transactions entered into in the same taxable year. The foregoing definition shall be interpreted consistently with Treasury Regulations Section 1.6011-4(b)(1) and any successor provisions of the Treasury Regulations.

"Transaction with a Brief Asset Holding Period" means a Transaction resulting in, or that is reasonably expected to result in, a federal income tax credit exceeding $250,000 (including a foreign tax credit) if the underlying asset giving rise to the credit is held by the taxpayer for less than 45 days. For purposes of determining the holding period, the principles of Sections 246(c)(3) and (c)(4) of the Code shall apply.

"Transaction with Contractual Protection" means a Transaction for which the taxpayer has been provided Contractual Protection for purposes of Treasury Regulations Section 1.6011-4(b)(4).

"Transaction with a Significant Book-Tax Difference" means a Transaction with a Significant Book-Tax Difference for purposes of Treasury Regulations Section 1.6011-4(B)(6).

"Treasury Regulations" means regulations (including temporary regulations) published by the U.S. Treasury Department pursuant to the Code, including successor provisions to such regulations.

"UAFC" means Utrecht-America Finance Co.

Section 1.2 Interpretation. In this Agreement, unless the contrary intention appears:

(a) a reference to an Article, Section or Exhibit is a reference to an Article or Section of, or Exhibit to, this Agreement and references to this Agreement include any recital in, or Exhibit to, this Agreement;

(b) any agreement referred to herein shall mean such agreement as amended, supplemented and modified as of the Closing Date to the extent permitted by the applicable provisions thereof, and shall include all exhibits, schedules, and other documents or agreements attached thereto;

(c) a reference to a statute, ordinance, code or other law includes regulations under it and consolidations, amendments, reenactments or replacements thereof;

(d) the singular includes the plural and vice versa; and

(e) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation."

ARTICLE 2

PURCHASE AND SALE OF SHARES

Section 2.1 Purchase and Sale. Upon the terms and subject to the conditions set forth herein, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of the Shares, as set forth on Schedule 3.2(b) to this Agreement, for an aggregate purchase price of Thirty-Five Million One Hundred Ninety-Nine Thousand Three Hundred Seventy-One Dollars and Eighty-Three Cents ($35,199,371.83 (such amount, the "Purchase Price"). Buyer shall, upon satisfaction or waiver of all the conditions in Section 6.1 of this Agreement, and once all of the necessary documents have been delivered (or the delivery of such documents has been waived) to Buyer in accordance with Section 7.2 of this Agreement, pay to Seller: (i) cash in the amount of Thirty-Four Million Six Hundred and Twenty-One Thousand Five Hundred and Ninety-Four Dollars and Six Cents ($34,621,594.06 (such amount, the "Cash Portion of the Purchase Price") in immediately available funds by wire transfer in accordance with the wire instructions attached hereto as Exhibit A; and (ii) a check

in the amount of Five Hundred and Seventy-Seven Thousand Seven Hundred and Seventy-Seven Dollars and Seventy-Seven Cent ($577,777.77 made payable to Seller as an advance to repay the Seller Loan (such check, the "Seller Loan Advance Check"). Seller, upon satisfaction or waiver of all of the conditions in Section 6.2 and once all of the necessary documents have been delivered to Seller (or the delivery of such documents has been waived) in accordance with Section 7.4, shall transfer the Shares to Buyer.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

Section 3.1 Representations of Seller. Seller, represents and warrants to Buyer that the following are true and correct as of the date hereof and shall be true and correct as of the Closing Date:

(a) Government and Other Consents. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required to be obtained or made, and no consent of any third party is required to be obtained by Seller for the due execution, delivery and performance by Seller of this Agreement, other than any filing or registration required by any applicable provision of the Code and the regulations promulgated therewith.

(b) No Violation of Statute or Breach of Contract. Seller is not in default under or in violation of: (i) to Seller's Knowledge, any material applicable Requirement of Law affecting Company or the Shares or (ii) any material Contractual Obligation to which Seller is a party affecting Company or the Shares. Seller has not received notice that any Person claims that Seller has committed such a default or violation. The execution of this Agreement by Seller will not constitute a default under or a violation of any Requirement of Law nor any material Contractual Obligation to which Seller is a party.

(c) Enforceable Obligations. This Agreement has been duly executed and delivered on behalf of Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(d) No Litigation. No litigation, investigation by any Governmental Authority or proceeding of or before any arbitrator or Governmental Authority is pending or, to the Knowledge of Seller, threatened by or against Seller with respect to Company, this Agreement or any of the transactions contemplated hereby.

(e) Ownership of the Shares. Seller is the owner of the number of issued and outstanding Shares listed as being owned by him on Schedule 3.2(b). All of the Shares are free and clear of any liens, claims or encumbrances other than transfer restrictions imposed by applicable securities laws. Seller has the right to transfer title to the Shares to Buyer. There are no commitments, agreements or rights relating to the purchase, sale or other disposition of the Shares or any interest therein (including, without limitation, any subscription agreement, preemptive right or right of first refusal) that, individually or cumulatively, would adversely

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affect Buyer's or Seller's rights or obligations hereunder or the transactions contemplated hereby. None of the Shares are subject to any voting trust, voting agreement, or other similar agreement or understanding with respect to the voting or control thereof, nor is any proxy in existence with respect to any such Shares. Upon the sale of the Shares to Buyer pursuant to this Agreement, Buyer will own all such Shares free and clear of all liens, claims and encumbrances, other than transfer restrictions imposed by applicable securities laws.

(f) Disclosure. No representation or warranty made by Seller in this Agreement and no schedule, certificate or exhibit required to be furnished to Buyer pursuant to this Agreement contains, or will contain, any untrue statement of a material fact or omits or will omit any material fact necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

(g) Exemption from Securities Laws. The offer, sale and transfer of the Shares contemplated hereby are exempt from, or not subject to, the registration requirements of the securities laws of the United States and the states of Ohio, Delaware and California (provided that, for purposes of this Section 3.1(g), Seller has relied on the representations of Buyer in Section 4.1(f)).

(h) Seller's Assets. Seller, directly or indirectly, owns sufficient assets to cover all valid claims for indemnity that might be brought by the Seller Indemnified Parties pursuant to Article 10.

Section 3.2 Representations of Seller as to Seller and Company. Seller represents and warrants to Buyer that the following with respect to Seller and/or Company, as applicable, are true and correct as of the date hereof and shall be true and correct as of the Closing Date:

(a) Organization, Standing and Qualification of Company. Company: (i) is a corporation duly organized and validly existing under the laws of the State of Ohio; (ii) is duly qualified and in good standing in all jurisdictions in which it is doing business as required by the laws of that particular jurisdiction except where the failure to qualify would not have a Material Adverse Effect; and (iii) has all necessary corporate power and authority to engage in the business in which it is presently engaged. Seller has delivered, or caused to be delivered, to Buyer true, correct and complete copies of the articles of incorporation and code of regulations of Company, and all amendments thereto.

(b) Capital Structure of Company. The authorized capital of Company is set forth on Schedule 3.2(b). No other class or series of capital stock of Company is or has been authorized nor has Company authorized or issued, nor does Company have outstanding, any other securities (including, without limitation, options, warrants, conversion privileges or other rights, contingent or otherwise, to purchase any capital stock or other securities of Company). All of the Shares of Company set forth on Schedule 3.2(b) are duly authorized, validly issued, fully paid and nonassessable. All of the Shares of Company set forth on Schedule 3.2(b) were issued in compliance with all applicable Requirements of Law (including securities laws) and in compliance with the articles of incorporation and code of regulations of Company in effect at the time of such issuance. There are no outstanding subscriptions for any securities to be issued by Company.

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(c) No Violation of Statute or Breach of Contract. Company is not in default under, or in violation of: (i) to Seller's Knowledge, any material applicable Requirement of Law; or (ii) any material Contractual Obligation. Company has not received notice that any Person claims that Company has committed such a default or violation.

(d) Government and Other Consents. No consent, authorization, license, permit, registration or approval, or other action by any Governmental Authority is required to be obtained or made, and no consent of any third party is required to be made or obtained by Company in connection with the execution and delivery of this Agreement or with the consummation of the transactions contemplated hereby, other than any filing or registration required by any applicable provision of the Code and the regulations promulgated therewith.

(e) Effect of Agreement. Execution and delivery of this Agreement by Seller, performance of the obligations of Seller hereunder, and consummation of the transactions contemplated hereby will not: (i) cause Company to violate any Requirement of Law; (ii) result in the breach of, or be in conflict with, any term, covenant or provision of any Contractual Obligation of Company; or (iii) result in the creation or imposition of any Lien upon any assets of Company.

(f) Pro-Forma Financials and Final Returns. Company's balance sheet, as of the Closing Date (the "Closing Date Balance Sheet"), and Company's statement of operations for Company's interim fiscal period from January 1, 2003 through the Closing Date are attached hereto as Exhibit B (such statement of operations, together with the Closing Date Balance Sheet, the "Pro-Forma Financials"). Copies of final United States federal and Ohio State income tax returns for Company's fiscal year ending December 31, 2002, are attached hereto as Exhibit C (the "Final Returns"), which such Final Returns shall have been filed prior to or on the Closing Date. The Final Returns have been prepared by Company based upon the applicable tax rules and are complete and accurate in all material respects. The Pro-forma Financials are complete and accurate in all material respects.

(g) Business and Assets. As of the Closing Date, Company is not engaged in any material business or material business activity. The sole assets of Company, (i) cash in the Company Bank Accounts (in the amount of $39,949,373), and the $50,000 that has previously been deposited by Seller in Buyer's attorney's trust account that is described in Section 9.2 of this Agreement, and (ii) the Seller Loan, are set forth on Schedule 3.2(g), which schedule reflects these assets as of the date hereof and as of the Closing Date. Prior to the Closing Date, no cash or other distributions shall be made to Seller or others that would reduce the amount of cash in the Company Bank Accounts to less than $39,949,373.

(h) Absence of Liabilities. Except for: (i) liabilities and obligations arising out of or resulting from United States federal, state and local income and franchise taxes attributable to income earned during its tax year beginning January 1, 2003; (ii) an obligation of $2,134 for worker's compensation premium; and (iii) an obligation for personal property tax in the amount of $3,646 (each as disclosed in the Closing Date Balance Sheet and for which there has been an adequate reduction made in the calculation of cash in the Company Bank Accounts), Company does not have any existing debt, liability, or obligation as of the Closing Date of any nature, absolute or contingent, asserted or unasserted, liquidated or unliquidated.

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(l) Tax Returns and Payments. All tax returns (including, but not limited to, federal, state and local tax returns) and reports required to be filed by Company on or prior to the Closing Date have been filed prior to the Closing Date. All Taxes shown on such returns or reports or otherwise due and payable by Company (in each case, including penalties and interest) have been paid. Except for United States federal, state and local income and franchise taxes attributable to income earned during the tax year commencing on January 1, 2003 (as disclosed in the Pro Forma Financials), Company neither has nor will have any liability for any unpaid Taxes. Seller has no Knowledge of any deficiency assessments against Company with respect to any Taxes. Neither Seller nor Company is a party to, or has Knowledge of, any outstanding agreements or waivers extending the statute of limitations applicable for assessment or collection for any Taxes, or for the filing of any tax return by Company for any period. Company is not now, nor has it ever been, a party to any tax sharing agreement. To Seller's Knowledge, no tax returns of Company have been examined by the Internal Revenue Service or any other taxing authority. Seller has heretofore made available to Buyer copies of all tax returns or reports Company filed within five (5) years prior to the Closing.

(j) Material Contracts. Except as set forth on Schedule 3.2(j) attached hereto, Company is not a party to any material contracts, personal property leases, licenses, agreements or other Contractual Obligations, written or oral, absolute or contingent. Except as set forth on Schedule 3.2(j) attached hereto, there are no defaults or breaches, or to Seller's Knowledge, threatened defaults or breaches by Company of any prior contract or Contractual Obligation.

(k) Litigation. There is no claim, action, suit, arbitration, investigation or other proceeding against Company or its predecessors, subsidiaries, if any, or Affiliates, pending or, to Seller's Knowledge, threatened before or by any court, administrative or regulatory body, or other Governmental Authority. There is no outstanding order, judgment, writ, injunction or decree of any court, arbitrator or Governmental Authority against Company or any of its assets, properties or business.

(l) Judgments. Company is not subject to or bound by any judgment, decree, order or settlement that could have a Material Adverse Effect on Company.

(m) Employees. Company does not have any employees. Company is not now a party to an "employee benefit plan" as defined in Section 3(3) of ERISA.

(n) Bank Accounts, Powers of Attorney, Signatories. Schedule 3.2(n) attached hereto lists (i) the names and addresses of each person holding a power of attorney on behalf of Company, (ii) the names and addresses of the banks or other financial institutions in which Company has an account deposit or safe-deposit box, including the number of such account, deposit and safe-deposit box (the "Company Bank Accounts"), and (iii) a list of persons authorized as signatories on the Company Bank Accounts.

(o) Insurance. As of the Closing Date, Company has no insurance policies in effect, and with respect to insurance previously maintained by or on behalf of Company there are no claims or notice of any claims currently pending with respect to which Company is the party in interest.

(p) Subsidiaries. Except as set forth on Schedule 3.2(p), Company does not have any direct or indirect ownership interest in the capital stock or other equity securities of any corporation, limited liability company or other legal entity (collectively, "Subsidiaries"). Company does not have any obligation to acquire any capital stock or other equity securities of any Person. Company has no liability associated with any former Subsidiaries as of the Closing Date.

(q) Minute Books. The stock books, stock ledgers and minute books of Company have previously been made available to Buyer for review, to the extent that such records and books exist.

(r) WARN Act. Company has not engaged in any "plant closing" or "mass layoff" (as such terms are defined in the Worker Adjustment and Retraining Notification Act ("WARN Act") as amended).

(s) Company Debt. Subject to Section 3.2(h), Company has no debt as of the Closing Date.

(t) Investment Company. Company is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(u) Company Environmental Matters. At all times on and prior to the Closing Date:

(i) To Seller's Knowledge, Company and any predecessor entity as so construed under any applicable Environmental Law, has been in material compliance with all applicable Environmental Laws and Safety Laws, or all such prior instances of noncompliance have been addressed or fully resolved by Company;

(ii) Company has been in material compliance with the conditions of all Environmental Permits required for the conduct of the business of Company in the manner conducted, or all such prior instances of noncompliance have been addressed or fully resolved by Company;

(iii) neither Company nor Seller, nor the present or past assets, properties, business, leaseholds or operations of Company has received or been subject to any outstanding order, decree, judgment, complaint, agreement, claim, citation, or notice or is subject to any ongoing judicial or administrative proceeding indicating that Company, or the past or present assets, properties, business, leasehold or operations of Company are, or may be: (A) in violation of any Environmental Laws; (B) in violation of any Safety Laws; (C) responsible for the on-site or off-site storage or Release of any Hazardous Materials; or, (D) liable for any Environmental Liabilities or Safety Liabilities and Costs; and

(iv) neither Company nor Seller have any reason to believe that Company will become subject to a matter identified in Section 3.2(u)(iii); and, no investigation or review with respect to such matters has been made by Company or for Company, and none is pending or, to the Knowledge of Company or Seller, threatened, nor has any Governmental Authority or other third-party indicated an intention to conduct the same.

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(v) No Brokers or Finders. Seller has not incurred any liability or obligation – whether contingent or otherwise – for a brokerage commission, a finder's fee, or any other similar payment in connection with this Agreement for which Buyer or Company will be liable.

(w) Conditions of Confidentiality. The Transactions contemplated by this Agreement are not subject to any Conditions of Confidentiality with respect to Seller or Company.

(x) Contractual Protections. Seller has not obtained any Contractual Protection with respect to the transactions contemplated by this Agreement.

(y) Absence of Certain Transactions; Absence of Certain Advice. During the period commencing on January 1, 2003, and continuing through the period ending immediately prior to the Closing Date, Company has not directly or indirectly participated in any Listed Transaction, Confidential Transaction, Transaction with Contractual Protection, Loss Transaction, Transaction with a Significant Book-Tax Difference, or Transaction with a Brief Asset Holding Period.

(z) Compliance with Applicable Laws and Rules. Both Seller (with regard to Company) and Company are in compliance with the International Money Laundering Abatement and Anti-Terrorist Act of 2001, as amended, the USA Patriot Act of October 26, 2001, and any and all other applicable rules and regulations promulgated thereunder by the United States government.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Section 4.1 Representations of Buyer. Buyer hereby represents and warrants to Seller that the following are true and correct as of the date hereof and shall be true and correct as of the Closing Date:

(a) Existence. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware.

(b) Corporate Authorization; No Violation. The execution, delivery and performance by Buyer of this Agreement are within Buyer's corporate powers, have been duly authorized by all necessary corporate action and do not contravene in any material respect any Requirement of Law or any Contractual Obligation of Buyer. Buyer has delivered, or caused to be delivered, to Seller true, correct and complete copies of the certificate of incorporation and by-laws of Buyer, and all amendments thereto.

(c) Government Authorization. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other party is required to be obtained or made by Buyer for the due execution, delivery and performance by Buyer of this Agreement, other than any filing or registration required by any applicable provision of the Code and the regulations promulgated therewith.

(d) Enforceable Obligations. This Agreement has been duly executed and delivered on behalf of Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) No Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the Knowledge of Buyer, threatened by or against Buyer or any of its subsidiaries, or Affiliates, if any, with respect to this Agreement or any of the transactions contemplated hereby or otherwise.

(f) Investment Intent. Buyer:

(i) has the knowledge and experience in financial and business matters necessary to make Buyer capable of evaluating the merits and risks of an investment in the Shares;

(ii) has had the opportunity to ask questions and receive answers concerning Company and the terms and conditions of the Shares, and to obtain any additional information deemed necessary by Buyer to evaluate the merits and risks of an investment in the Shares. Buyer has obtained all of the information desired in connection with the Shares;

(iii) is acquiring the Shares solely for Buyer's own account, for investment, and not with a view to or for resale in connection with any distribution of the Shares;

(iv) has no oral or written agreement or plan to sell, transfer, or pledge or otherwise dispose of the Shares;

(v) understands that Buyer must bear the economic risk of owning the Shares for an indefinite period of time;

(vi) understands that the Shares have not been registered under the Securities Act of 1933 or any state securities laws and that Company is not obligated to register the Shares; and

(vii) is an "accredited investor" as such term is defined in Regulation D promulgated under the Securities Act of 1933, as amended.

(g) Disclosure. No representation or warranty by Buyer contained in this Agreement and no schedule, certificate or exhibit required to be furnished to Seller pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit any material fact necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

(h) Effect of Agreement. Execution and delivery of this Agreement by Buyer, performance of the obligations of Buyer hereunder, and consummation of the transactions contemplated hereby will not: (i) cause Buyer to violate any Requirement of Law; (ii) result in the breach of, or be in conflict with, any term, covenant or provision of any Contractual

Obligation of Buyer; or (iii) result in the creation or imposition of any lien, pledge, mortgage, claim, charge or encumbrance upon any assets of Buyer.

(i) Buyer's Assets. Buyer, directly or indirectly, owns sufficient assets to cover all valid claims for indemnity that might be brought by the Buyer Indemnified Parties pursuant to Article 10.

(j) No Brokers or Finders. Buyer has not incurred any liability or obligation – whether contingent or otherwise – for a brokerage commission, a finder's fee, or any other similar payment in connection with this Agreement for which Seller will be liable.

(k) Conditions of Confidentiality. The Transactions contemplated by this Agreement are not subject to any Conditions of Confidentiality with respect to Buyer.

(l) No Registration; Absence of Certain Advice. Neither Buyer nor its Affiliates has registered the transactions contemplated by this Agreement under Section 6111 of the Code. Neither Buyer nor any of Buyer's Affiliates has been advised by their respective professional advisors that the transactions contemplated by this Agreement (separately or in combination) must be registered under Section 6111 of the Code or constitute direct or indirect participation by them in a Listed Transaction, a Confidential Transaction, a Transaction with Contractual Protection, a Loss Transaction, a Transaction with a Significant Book-Tax Difference, or a Transaction with a Brief Asset Holding Period.

(m) No Change to Accelerate Company's Current Tax Year End. Buyer shall not take, or cause or permit to be taken (by Company or any other Person), any action(s), including without limitation any action(s) related to the acquisition of the Shares, that will cause the tax year of Company that began on January 1, 2003 to end on or prior to the Closing Date.

(n) No Intention to Cause Company to Engage in Certain Transactions. Buyer has no intention to cause Company to, directly or indirectly, engage in or be a party to any Listed Transaction, Confidential Transaction, Transaction with Contractual Protection, Loss Transaction, Transaction with a Significant Book-Tax Difference or Transaction with a Brief Asset Holding Period.

ARTICLE 5

COVENANTS

Section 5.1 Seller's Covenants. Seller hereby covenants to Buyer as follows:

(a) Incurrence of Liabilities. Prior to the Closing, Seller shall neither cause, nor permit Company to, without the express prior written consent of Buyer, incur or agree to incur, any liability or obligation, absolute or contingent, or take any action outside the ordinary course of business for Company.

(b) Merger, Consolidation, Establishment of Business Organization. Prior to the Closing, Seller shall not cause, or permit Company to enter into, any merger, consolidation,

reorganization, or liquidation; or enter into or participate in the establishment of any joint venture, partnership, corporation, company or other business organization.

(c) Capitalization, Options and Dividends. Prior to the Closing, Seller shall not transfer any of the Shares held by Seller and as reflected on Schedule 3.2(b). Seller shall not cause or permit Company to: (i) make any change in Company's articles of incorporation or code of regulations; (ii) issue, reclassify or alter any shares of Company's outstanding or unissued capital stock; (iii) issue or grant or agree to issue or grant options, warrants or other rights of any kind to purchase any shares of Company's capital stock or outstanding options; or (iv) declare, pay, set aside or make any dividends or other distributions or payment in respect of Company's capital stock.

(d) Litigation. Prior to the Closing, Seller shall advise Buyer in writing promptly of the commencement of any litigation, proceeding or government investigation, in which Seller or Company has been made a party, and of which Seller or Company, as the case may be, has Knowledge.

(e) Books and Records. Prior to the Closing, Seller shall cause Company to maintain its books, accounts and records in the usual and ordinary manner on a basis consistent with prior years.

(f) Tax Returns. Seller shall cause Company to prepare, at Company's own cost and expense, all United States federal, state and local income, payroll and other tax returns for all periods ending prior to the Closing Date that Company is obligated to file prior to the Closing Date, and to pay all Taxes shown as due on such returns, including any penalties and/or interest accrued thereon. Moreover, Seller shall, at the appropriate time subsequent to the Closing Date, prepare and file on behalf of Company any and all necessary Form W-2's, Form 1099's, payroll tax returns and related documentation with respect to each and every individual that was an employee of Company prior to the Closing Date for periods that end on or prior to the Closing Date.

(g) Transfer Taxes. Seller shall bear all share transfer taxes, recording fees and other sales, transfer, use, purchase, stamp or similar taxes resulting from or arising out of the transactions contemplated by this Agreement customarily paid by a seller in a similar transaction. Buyer shall bear any and all other transfer taxes.

(h) UAFC Cooperation. Seller shall cooperate with UAFC, Buyer's financing source, for the purchase of the Shares, with respect to all of UAFC's commercially reasonable requests, including, but not limited to, the execution of a non-confidentiality certificate prepared by UAFC, in substantially the form attached hereto as Exhibit D.

(i) Assumption of Lease of Beachwood Premises. On or prior to the Closing Date, Seller shall provide Buyer with a fully executed copy of an agreement (such agreement, the "Beachwood Lease Assumption Agreement") entered into by and between Company and LXV GROUP, LLC, an Ohio limited liability company ("LXV"), pursuant to which LXV shall (A) agree to become the new tenant under that certain lease of the Beachwood Premises and (B) assume and become responsible for any and all liabilities for the lease of the Beachwood