

(i) 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.

(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

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 Nederland, 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 Nederland, 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 Bitner & 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;

(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

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

August 22, 2003

Electronically Filed
Sep 19 2017 01:32 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

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

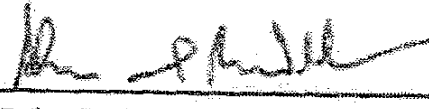
RESOLVED, that the Company open an account at the Bank, which is hereby designated as the depository of the funds of the Company; that the usual and customary printed forms of resolutions prepared and currently being used by the Bank, a copy of which is ordered annexed to this Written Consent, be, and 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

WSC0152

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]

WSC0153

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:

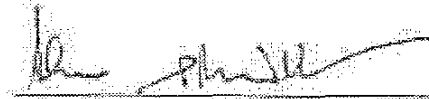
President	John P. McNabola
Treasurer	John P. McNabola
Secretary	John P. McNabola

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

WSC0157

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

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.]

WSC0160

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.

STKUCP1067 NOR HILL NON-CONFIDENTIALITY CERTIFICATE

WSC0161

2
By: [Signature]
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: _____

WSC0162

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: _____

STRUCTURED FINANCING CONFIDENTIALITY CERTIFICATE

WSC0163

FORTREND INTERNATIONAL LLC

By: _____
Title: _____

KLINK & ASSOCIATES, INC.

By: Charles J. Klink
Title: President & Director

HAHN LOESER & PARKS

By: Jeffrey M. Folbaum
Title: PARTNER


Michael Tricarichi

STRIKING FOR HILL NON-CONFIDENTIALITY CERTIFICATE

WSC0164

FORTREND INTERNATIONAL LLC

By: [Signature]
Title: CO-CHAIRMAN

KLINK & ASSOCIATES, INC.

By: Charles J. Klink
Title: President & Director

HAHN LOESER & PARKS

By: _____
Title: _____

Michael Tricanti

STRUCTURED NON-ILLINOIS CONFIDENTIALITY CERTIFICATE

WSC0165

03/02/03 04:19:45 P.002

03/02/03 04:19:45 P.002

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: \$ 24,621,594.66

To: Bank of New York
ABA #021-0000-18

Credit to: Rabobank Nederland, New York Branch
Acct. # [REDACTED] 1-533

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

9/4/03/1327 *MD 1*

9/9/03

Michael Tricarichi \$577,777.77

Five Hundred Seventy Seven Thousand Seven Hundred Seventy Seven and 7/100

BUSINESS BANK OF CALIFORNIA
 500 Montgomery Street • San Francisco, CA 94102
 Federal Reserve Bank of San Francisco • Member FDIC

⑆ [REDACTED] 06831⑆ [REDACTED] 0136⑆

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
 DATE 01/11/01 BY 60322 UCBAW/STP/STP

Pay to the order of
WEST SIDE CREDIT, INC.
(Amount Received)

WSC0167

TAB 31

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.]

WSC0168

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

CLE-795261.1

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, Celco 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.

WSC0171

CLE 7952604

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 13, 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

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September 9, 2003

Page 2

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.

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September 9, 2003

Page 3

(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.

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September 9, 2003

Page 4

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.

WSC0175

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

WSC0177

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 P. MCNABOLA

WSC0178

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EXHIBIT PAGE ONLY

EXHIBIT G

1 HONE MAXWELL LLP
AUBREY HONE Cal Bar No. 260999
2 *aubrey@honemaxwell.com*
870 Market Street, Suite 588
3 San Francisco, CA 94102
Telephone: 415.765.1754
4 Facsimile: 866.661.9227

5 Attorney for Defendant
Timothy Conn Vu
6

7 UNITED STATES DISTRICT COURT
8 NORTHERN DISTRICT OF CALIFORNIA
9 SAN FRANCISCO DIVISION
10

11 UNITED STATES OF AMERICA,
12

13 Plaintiff,

14 v.

15 TIMOTHY H. VU, f/k/a
TIMOTHY H. CONN, a/k/a
16 TIMOTHY CONN VU,
17

18 Defendant.
19

No. 3:15-cv-01807 CRB

JOINT STATUS REPORT

20 Pursuant to the Court's order dated July 6, 2015 the following is a joint status report on
21 this case:

22 As described in Defendant's Unopposed Motion to Stay Civil Action Pending Resolution
23 of Criminal Proceedings, a criminal investigation of Defendant is currently being conducted by the
24 U.S. Attorney's office for the Southern District of New York and a stay of the civil action is
25 necessary to protect Defendant's Fifth Amendment rights in connection with this investigation.

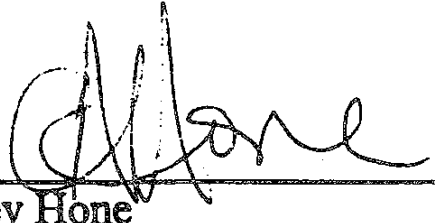
26 Counsel for Defendant has been communicating with the U.S. Attorney's office for the
27 Southern District of New York, who is representing the government in this matter. Contact was
28

1 last made on October 23, 2015 and Defendant's counsel was notified that the criminal
2 investigation is ongoing and indictment of the Defendant is anticipated.

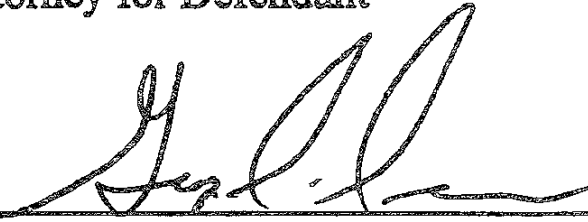
3 The parties agree that the Court should continue the stay on civil proceedings until the
4 criminal proceedings are resolved and propose that a further joint status report be filed on or
5 before May 30, 2016.

6
7 Respectfully submitted,

8
9
10 Dated: November 23, 2015


Aubrey Hone
Hone Maxwell LLP
870 Market Street, Suite 588
San Francisco, CA 94102
(415) 765-1754
Attorney for Defendant

11
12
13
14
15 Dated: November 23, 2015


Gregory S. Seador
United States Department of Justice
Post Office Box 7238
Washington, D.C. 20044
(202) 307-2182
Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

TIMOTHY H. VU, f/k/a
TIMOTHY H. CONN, a/k/a
TIMOTHY CONN VU

Defendant.

No. 3:15-cv-01807 CRB

[PROPOSED] ORDER

IT IS ORDERED that the Parties shall file a joint status report with the Court no later than May 30, 2016 to report on the status of the criminal investigation and any resulting criminal proceedings.

IT IS SO ORDERED.

Signed this _____ day of _____, 2015.

CHARLES R. BREYER
Senior United States District Judge

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EXHIBIT PAGE ONLY

EXHIBIT F

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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WSC0009

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 Tricanti, a Nevada resident who is the sole shareholder of West Side Cellular, Inc., an Ohio corporation ("Company"), as seller (in such capacity, "Seller").

WITNESSETH:

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 I

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(i).

"Beachwood Lease Assumption Agreement" shall have the meaning ascribed thereto in Section 5.1(i).

"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 2.1.

"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 Tricarichi) 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(i).

"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

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)(5).

"Treasury Regulations" means regulations (including temporary regulations) published by the U.S. Treasury Department pursuant to the Code, including successor provisions to such regulations.

"UATC" 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

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.

(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.