


SIGNATURE

901 Lakeside Ave.,



(d) Dis d)





ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of frē

regarding questionable accounting or auditing matters, have bee



Date, there have been no voluntary disclosures by the

(l) Tax Matters

(iii) ~~containing any standstill or similar provision remaining in effect pursuant to which the Company or any Subsidiary of the Company has agreed not to acquire~~ s aginia r qo

(xii) that requires or is expectt

Person has made or is making, and the Company expressly disclaims reliance upon, any representations, warranties or statements relating to Parent at ra



(b) Capi



of Parent Shares vote in favor of the issuance of Parent Shares required to be issued pursuant to Article IV of the Charter of the Corporation 100%
100%

amount of compensatOen "



Company's performance under the Commitment or collectively the

entered into in connection with the Merger (including any fees and expenses relating to the Financing).

- (ii) Parent has delivered to the Company true and complete copies of (i) a fully executed debt commitment
-

accordance with Section 4.2(f) and to pay the fees and expenses relating to the Merger and the Financing.

(iv) Notwithstanding anything to the contrary in this Agreement, each of Parent and Merger Sub acknowledges that its obligation to consummate the Merger as set forth in this Agreement is not contingent on Parent's right to this

directors, officers, employees,





Parent Recommendation Change (in the case of Parent) in response to successful completion

(d) Each of the Company and Parent sha

practicable and in any event within ten Business Days (unless otherwise mutually agreed upon in writing); (B) filing all other filings and submissions required under any Federal securities laws and regulations and state securities laws and regulations.



(with a copy, which shall not constitute notice, to)

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119
Attn: Raymond O. Gietz; Amanda FenMmaAv

Section 9.3 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among

ARTICLE X
CERTAIN DEFINITIONS

10.1 Definit



“Financing Parties” means the persons (other than Parent or any of its Subsidiaries) that have committed to provide any portion of any Financing or have otherwise entered into any commitment letter, engagement letter

“IT Assets” means computers, computer software, firmware, middleware, servers, wor

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