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1. Name of conveying party(ies): FSC Services Corporation 2300 Windy Ridge Parkway, Ste 1100 Atlanta, GA 30339

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Name: IFC Holdings, Inc. Internal Address: 7th Floor Street Address: 2701 N. Rocky Point Road City: Tampa State: FL ZIP: 33607

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: December 16, 1998

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B. Trademark registration No.(s) NONE

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mary Neil Price Internal Address: Suite 721 721 First American Center Street Address: City: Nashville State: TN ZIP: 37237-0721

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 90.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

E. James Wizner Name of person signing President & CEO FSC Securities Corporation

Signature

Date Total number of pages comprising cover sheet: 31

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**ASSET PURCHASE AGREEMENT**

**Dated December 16, 1998**

**By and Between**

**FINANCIAL SERVICE CORPORATION,  
as Seller**

**and**

**IFC HOLDINGS, INC.,  
as Purchaser**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made this 16th day of December, 1998 by and between Financial Service Corporation, a Georgia corporation ("Seller") and IFC Holdings Inc., (formerly INVEST Financial Corporation), a Delaware corporation ("Purchaser") (this "Agreement").

WHEREAS, the SID (as hereinafter defined) of Seller is primarily in the business of selling and distributing annuities and other unrestricted securities through relationships with financial institutions; and

WHEREAS, Purchaser is primarily in the business of distributing securities, other investment products and insurance through relationships with financial institutions;

WHEREAS, pursuant to the terms and conditions contained herein, Seller desires to sell (as hereinafter defined) subject to the terms and conditions contained herein substantially all of the assets of the SID.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the Assets (as hereinafter defined) subject to the terms and conditions contained herein.

### ARTICLE 1.

#### DEFINITIONS

1.1. Affiliate. "Affiliate" with respect to a person or entity, a person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first person or entity.

1.2. Assets. "Assets" shall mean all of the assets and properties, tangible and intangible, of and pertaining to or used exclusively in connection with the SID, other than the Excluded Assets, but including, without limitation, all of Seller's right, title and interest in and to the following:

- (a) the Subscriber Contracts listed as Schedule 1.2(a);
- (b) the FF&E described in Schedule 1.2(b) attached hereto;
- (c) all current and useable inventory of advertising and promotional materials listed on Schedule 1.2(c);

(d) all intangible assets, trade names, service marks and service names, and applications therefor, and all intellectual property used exclusively in connection with the operation of the SID and as more particularly described on Schedule 1.2(d);

[(e) Intentionally Omitted;]

(f) the right to receive all Vendor Concessions from and after the Closing Date; and

(g) all other assets, real, personal or mixed, tangible or intangible, used by Seller exclusively in connection with the SID, other than the Excluded Assets.

1.3. Assignment and Assumption Agreement. "Assignment and Assumption Agreement" shall mean that certain Assignment and Assumption Agreement to be entered into by and between Seller and Purchaser at the Closing in substantially the form attached hereto as Exhibit A.

1.4. Closing. "Closing" shall mean the consummation and effectuation of the transactions contemplated by this Agreement pursuant to the terms and conditions of this Agreement as such shall be held as of the 16th day of December, 1998, at such location and time or on such other date as is mutually agreed upon by the parties hereto.

1.5. Closing Date. "Closing Date" shall mean the date on which the Closing actually occurs in accordance with the provisions of this Agreement.

1.6. Code. "Code" shall mean the Internal Revenue Code of 1986, as amended.

1.7. Employment Agreement. "Employment Agreement" shall mean the employment agreement to be executed by Roger Allen at the Closing the terms and conditions of which shall be acceptable to Purchaser.

1.8. Encumbrances. "Encumbrances" shall mean all security interests, liens, pledges, claims, charges, escrows, encumbrances, encroachments, rights of first refusal, subleases, conditional sales agreements, options, mortgages, indentures, easements, licenses, restrictions or other covenants, agreements, understanding, obligations, defects or irregularities affecting title to any of the Assets.

1.9. ERISA. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.10. Excluded Assets. "Excluded Assets" shall mean: (i) Seller's front-end order entry system, clearing or processing software, including the CAESAR system and any other software entry system, clearing or processing software or other software which Seller does not have the right to sell or convey; (ii) any assets of Seller not directly used in connection with the



SID; (iii) any assets of Seller used both in the operation of the SID and in other aspects of Seller's business; and (iv) any interest in Specialized Investments Division, Inc., any interest in its insurance agency, FSC Agency, Inc., FSC Cuso, Inc. or any subsidiary or agency, thereof.

1.11. Exhibit Volume. "Exhibit Volume" shall mean a volume of all exhibits and schedules referred to in this Agreement.

1.12. FF&E. "FF&E" shall mean all of the equipment, furniture, office furnishings, computer equipment shown in Schedule 1.2(b), including hardware and software and similar property owned by Seller and used exclusively in connection with the SID, excluding any of the Excluded Assets.

1.13. Financial Statements. "Financial Statements" shall mean Seller's audited financial statements for the periods ended December 31, 1996 and September 30, 1997 together with Seller's unaudited summary of the operations of the SID for the year ended September 30, 1998 and for the months ended October 31, 1998 and November 30, 1998, each such unaudited statement being certified by Seller's Chief Financial Officer for the applicable period covered thereby.

1.14. [Intentionally Omitted.]

1.15. [Intentionally Omitted.]

1.16. IRS. "IRS" shall mean the Internal Revenue Service.

1.17. Operating Agreement. "Operating Agreement" shall mean that certain Operation Services Agreement to be entered into by and between Seller and Purchaser at the Closing in substantially the form attached hereto as Exhibit C, setting forth the specific terms of the continued operating arrangements between Seller and Purchaser after the Closing Date.

1.18. Opinion of Purchaser's Counsel. "Opinion of Purchaser's Counsel" shall mean the opinion in substantially the form attached hereto as Exhibit D-1 to be issued by [IFC In-House Counsel] and Exhibit D-2 to be issued by Watkins, Ludlam Winter & Stennis, P.A. in connection with the transaction contemplated by this Agreement.

1.19. Opinion of Seller's Counsel. "Opinion of Seller's Counsel" shall mean the opinion, in substantially the form attached hereto as Exhibit D-3 to be issued by [FSC In-House Counsel] and Exhibit D-4 to be issued by Rogers & Hardin, P.A. in connection with the transactions contemplated by this Agreement.

1.20. Pension Plan. "Pension Plan" shall mean all Plans which are pension plans within the meaning of Section 3(2) of ERISA.

1.21. Plan. "Plan" shall mean all pension, retirement, profit-sharing, stock purchase, stock option, severance, vacation, deferred compensation, bonus or other incentive plan, or other employee benefit program, arrangement, agreement or understanding, or medical, vision, dental or other health plan, or life insurance or disability plan, retiree medical or life insurance plan or any other employee benefit plans or fringe benefit arrangements, including, without limitation, any "employee benefit plan" as defined in Section 3(3) of ERISA and which affect (either directly or indirectly) any SID Employee.

1.22. Preferred Status Agreement. "Preferred Status Agreement" shall mean the preferred status agreement to be entered into at Closing by and between Purchaser, Purchaser's registered investment advisors, brokers, broker/dealers, and SunAmerica in form reasonably acceptable to Purchaser and SunAmerica.

1.23. Purchase Price. "Purchase Price" shall mean the consideration to be paid by Purchaser to Seller for the Assets as set forth in Section 2.3 hereof.

1.24. Retention Plan. "Retention Plan" shall mean the Retention Plan Agreement attached hereto as Exhibit B, establishing the retention plan to be developed by Seller and Purchaser prior to the Closing which will be incorporated into the Operating Agreement and which will set forth a plan for retention of the Subscriber Contracts by Purchaser after the Closing Date.

1.25. Seller's Articles of Incorporation and Bylaws. "Seller's Articles of Incorporation and Bylaws" shall mean Seller's Bylaws and Articles of Incorporation, as amended to the date of this Agreement, a copy of which is attached hereto as Schedule 3.1.

1.26. SID. "SID" shall mean the Specialized Investments Division of Seller.

1.27. Subscriber Contracts. "Subscriber Contracts" shall mean the contracts listed on attached Schedule 1.2(a) together with all of Seller's rights in and to any contracts referenced therein.

1.28. SunAmerica. "SunAmerica" shall mean SunAmerica, Inc., a Maryland corporation which owns or shall own 100% of the stock of Seller.

1.29. Vendor Concessions. "Vendor Concessions" shall mean any and all vendor concessions, marketing allowances and reimbursable expenses payable in either cash or soft dollar concessions to Seller or its Affiliates in connection with the Assets and the business of SID.

## ARTICLE 2.

### SALE AND PURCHASE OF ASSETS

2.1. Sale and Purchase of Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, for and in consideration of the Purchase Price, Seller shall sell, transfer, assign, convey and deliver good and marketable title to the Assets to Purchaser and Purchaser shall purchase the Assets from Seller, free and clear of any Encumbrances. Seller shall retain, and Purchaser shall not purchase, the Excluded Assets. The sale, transfer, assignment and conveyance of the Assets shall be made by the execution and delivery at Closing of: (i) the Assignment and Bill of Sale and (ii) such other instruments of assignment, transfer and conveyance as Purchaser shall reasonably request.

2.2. Nonassumption of Liabilities and Obligations of Seller.

(a) Except for Purchaser's assumption of Seller's duties under the Subscriber Contracts pursuant to the terms and conditions contained in the Assignment and Bill of Sale to be executed at Closing, no obligation or liability of Seller or relating to the SID, Seller or to the Assets of any nature whatsoever (whether express or implied, fixed or contingent, liquidated, known or unknown, accrued, due or to become due) is to be assumed by Purchaser nor shall Purchaser be liable to pay, perform or discharge any such obligation or liability.

(b) Except for those matters to be specifically assumed pursuant to the Assignment and Bill of Sale to be executed at closing, Seller agrees to pay or perform when due all obligations and liabilities of Seller relating to the SID or to the Assets of any nature whatsoever (whether express or implied, fixed or contingent, liquidated, known or unknown, accrued, due or to become due) which failure to pay or perform would, or is reasonably likely to adversely affect the SID or the Assets; provided, however, that Seller shall be entitled to contest in good faith any of such obligations or liabilities by appropriate legal proceedings.

(c) It is acknowledged and agreed that the Purchaser shall not assume any liability for and expressly disclaims any obligations of any kind or nature whatsoever, arising under, relating to or resulting from any Plans of Seller.

2.3. Purchase Price. The Purchase Price shall be Nine Million and No/100 U.S. Dollars (\$9,000,000.00) payable to Seller in immediately available funds at the Closing.

2.4. Further Acts and Assurances. Seller shall, at any time and from time to time at and after the Closing, upon request of Purchaser, take any and all steps necessary to place Purchaser in possession and operating control of the Assets and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, and assurances as may be reasonably required for the better transferring and conveying to Purchaser or for reducing to its possession, any or all of the Assets.

2.5. Payment of Vendor Concessions after Closing. Seller shall pay to Purchaser, upon termination of the Operating Agreement, aggregate amounts with respect to Vendor Concessions payable to Seller or its Affiliates for the period from and after the Closing to and through the end of the term of the Operating Agreement as follows:

(i) all Vendor Concessions payable for such period which are specifically designated by the vendor as relating to the business of the SID as opposed to other business of Seller; and

(ii) a sum of \$794,000 multiplied by two fractions, the first fraction's numerator being sales by the SID of the products with respect to which such Vendor Concessions are paid and the denominator of which is sales by the SID of the products with which such Vendor Concessions are paid for the same period last year, the second fraction's numerator is the number of days of the Operating Agreement and the denominator of which is 365.

In making the calculation specified in subclause (ii) above, sales with respect to Vendor Concessions described in subclause (i) shall be excluded. The amounts to be paid under this Section shall be paid promptly upon termination of the Operating Agreement by Seller.

### ARTICLE 3.

#### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

3.1. Organization and Qualification. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has full corporate power to own and operate its properties and assets (including without limitation, the Assets) and to carry on its business as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership of its assets make such qualification necessary. Seller's Articles of Incorporation and Bylaws, attached hereto as Schedule 3.1, are true, accurate and complete as of the date hereof, and shall not be amended in any manner through the Closing.

3.2. Financial Statements. The Financial Statements attached hereto as Schedule 3.2, have been prepared from the books and records of Seller in accordance with generally accepted accounting principles consistently applied and maintained throughout the periods indicated; present fairly the assets, liabilities and financial condition of Seller at the respective dates thereof and the results of its operations for the periods ended. Such statements of earnings do not contain any items of special or nonrecurring income or any other income not earned in the ordinary course of business except as expressly specified therein.

3.3. Absence of Undisclosed Liabilities. Except as and to the extent reflected or reserved against in the Financial Statements and except for commitments and obligations incurred in the ordinary course of business consistent with past practice accruing after the date of the

Financial Statements, Seller has no debts, liabilities, claims or obligations (whether accrued, absolute, contingent, known or unknown or otherwise) of any nature whatsoever which failure to pay or perform would or is reasonably likely to adversely affect the SID or the Assets.

3.4. Absence of Certain Recent Changes. Except as disclosed on the Financial Statements, Seller has not, except in the ordinary course of business consistent with past practice in connection with the SID or the Assets:

(a) incurred any indebtedness or other liabilities (whether accrued, absolute, contingent or otherwise) or guaranteed any indebtedness in connection with the business of the SID;

(b) suffered any damage, destruction or loss, to any of the Assets, whether or not covered by insurance;

(c) increased the regular rate of compensation payable by it to any SID employee, or increased such compensation by bonus, percentage, compensation service award or similar arrangement theretofore in effect for the benefit of any of its SID employees, and no such increase is required;

(d) established or agreed to establish any pension, retirement or welfare plan for the benefit of its SID employees not theretofore in effect;

(e) suffered any change in its financial condition, assets, liabilities or business or suffered any other event or condition of any character which individually or in the aggregate has or might reasonably be expected to have an adverse effect on the business of the SID;

(f) disposed of any of the Assets;

(g) paid, discharged or satisfied any material claims, liabilities or obligations (absolute, accrued, contingent or otherwise) relating to the business of the SID;

(h) canceled any debts or waived any claims or rights of substantial value relating to the business of the SID;

(i) entered into, amended or terminated any contract, agreement or license to which it is a party which materially affects the business of the SID except as described in Schedule 3.4(i);

(j) entered into a material transaction or made any change in any method of accounting or accounting practice;

(k) canceled, or failed to continue, insurance coverages relating to the business of the SID; or

- (l) amended Seller's Articles of Incorporation or Bylaws;
- (m) agreed, whether in writing or otherwise, to take any action described in this Section 3.4.

3.5. Title to Assets.

- (a) Seller has good and marketable title to all of the Assets, free and clear of all Encumbrances.
- (b) The Assets consisting of owned personal property are subject to no Encumbrances.
- (c) The Assets constitute all of the operating assets used exclusively in the operation of the business of the SID. Immediately following the Closing, Purchaser shall have good and marketable title in and to the Assets free and clear of all Encumbrances except any directly attributable to the Purchaser.
- (d) The Assignment and Assumption Agreement and other instruments to be executed and delivered by Seller at the Closing will be duly authorized, valid, binding and enforceable in accordance with their respective terms, and will effectively vest in Purchaser good and marketable title to all the Assets.
- (e) The Assets do not constitute all or substantially all of the assets of the Seller.

3.6. Subscriber Contracts. Schedule 1.2(a) is a list of all of the Subscriber Contracts. Except as noted in Schedule 1.2(a), there are no contracts, leases, agreements or other instruments to which Seller is a party or are bound which could either singularly or in the aggregate have an adverse effect on the value to Purchaser of the Assets or which could inhibit or prevent Seller in its ability to transfer to or vest in Purchaser good and sufficient title to the Assets; and, except as disclosed, and Seller is not a party to or bound by any employment agreements or any agreements that contain any bonus, severance or termination pay liabilities or obligations or by any agreements to loan to or guarantee any loan to a SID employee.

3.7. Defaults and Consents. Seller is not in default under, nor has any event occurred which, with notice or the lapse of time or action by a third party, could result in a default under, any of the Subscriber Contracts or under any provision of Seller's Articles of Incorporation or Bylaws, which default could have a material adverse effect on the business of the SID or any of the Assets. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not (i) result in any liability to Seller; (ii) constitute a violation of or a default under, or a conflict with, any term or provision of Seller's Articles of Incorporation or Bylaws or any order, writ, injunction or decree of any court, governmental agency or arbitration tribunal, or any contract, commitment,

indenture, lease, sublease or other agreement, or any other restriction of any kind to which Seller is a party or by which Seller is bound which could have a material adverse effect on the SID or the Assets; (iii) cause, or give any party grounds to cause (with or without notice, the passage of time or both) the maturity of any liability or obligation of Seller to be accelerated, or increase any such liability or obligation which could have a material adverse effect on the SID or the Assets; or (iv) require any consent, permit, registration, approval or authorization of, or report, notice, declaration, filing or registration with any governmental or regulatory authority which could have a material adverse effect on the SID or the Assets.

3.8. Litigation. Etc. Except as listed on Schedule 3.8 hereto, there is no litigation, arbitration, governmental claim, investigation or proceeding pending or threatened against Seller at law or in equity, before any court, arbitration tribunal or governmental agency which concerns, directly or indirectly, the ownership or other rights of Seller with respect to the Assets or the business of the SID. Seller knows of no facts based on which any claims may be hereafter made against it with respect to the Assets or the business of the SID.

3.9. Court Orders, Decrees and Laws. There are no outstanding or threatened orders, writs, injunctions or decrees of any court, governmental agency or arbitration tribunal against or affecting the business of the SID or the Assets. Seller is in compliance with all applicable federal, state and local laws, regulations and administrative orders to the extent applicable to the business of the SID or the Assets, including, without limitation, matters relating to antitrust and anti-competitive practices, discrimination, employment, and health and safety, and has received no notices of alleged violations thereof. No governmental authorities are presently conducting proceedings against Seller with respect to the business of the SID or the Assets and no such investigation or proceeding is pending or being threatened. Seller has all federal, state and local permits, certificates, licenses, approvals and other authorizations necessary in the conduct and operation of the business of the SID.

3.10. Taxes. All taxes, including without limitation income, property, franchise, employees' withholdings and social security taxes imposed by the United States or by any state, municipality or subdivision or by any other taxing authority which are due and payable by Seller and all interest or penalties thereon have been paid in full and all federal, state and other tax returns of Seller required by law to be filed have been timely filed, and Seller has paid or adequately provided for all taxes (including taxes on properties, income, franchises, licenses, and payrolls) which have become due pursuant to such returns or pursuant to any assessment, except for any taxes and assessments, the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which Seller has set aside on its books adequate reserves. There are no tax liens on any of the Assets except those with respect to taxes not yet due and payable. There are no pending tax examinations of Seller's tax returns nor has Seller received a revenue agent's report asserting a tax deficiency in the last twelve (12) months. There are not and will not be at the Closing Date, any claims pending or asserted against the Assets for unpaid taxes by any federal, state or other governmental body. Seller has withheld from each payment made to employees of the SID the amount of all taxes (including, but not limited to, federal, state and local income taxes) required to be withheld

therefrom and all amounts customarily withheld therefrom, and has set aside all other employee contributions or payments customarily set aside with respect to such wages and has paid or will pay the same to, or has deposited or will deposit such payment with, the proper tax receiving officers or other appropriate authorities.

3.11. Authority: Binding Effect. Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The directors, stockholders and officers of Seller have taken all action required, whether by law, by Seller's Articles of Incorporation, and Bylaws or otherwise, to authorize and have so authorized the execution and delivery of this Agreement and the performance of transactions contemplated hereby. The execution, delivery, and performance of this Agreement constitutes the valid and binding agreement of Seller enforceable in accordance with its terms.

3.12. Labor Matters. Seller has no collective bargaining agreements with any labor union and is not currently negotiating with a labor union. No SID employee has ever petitioned for a representation election. Seller is in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practice noncompliance with which could have a material adverse effect on the Sid or the Assets. There is no unfair labor practice complaint against Seller pending or threatened before the National Labor Relations Board or strike, dispute, slowdown or stoppage actually pending or threatened against or affecting the business of the SID.

3.13. No Finders or Brokers. The Purchaser will not be liable to or for any finder or broker engaged by Seller in connection with the transactions contemplated by this Agreement and no person acting on behalf of Seller has a claim, direct or indirect against Purchaser for any brokerage, finder's fee or similar compensation.

3.14. FF&E. All of the FF&E are located at the main offices of the SID and the various institutions subject to the Subscriber Contracts and are in good condition except for reasonable wear and tear and are sufficient for the purposes for which currently used.

3.15. Employee Benefit Plans. The Seller does not maintain, nor do the employees of the Seller participate in any Plans which will become the responsibility of the Purchaser or under which the Purchaser will be subject to any liability.

3.16. Seller's Disclosures. No representations, warranties or disclosures of information made by Seller, including disclosures made in any Exhibit, Schedule or certificate or other writing delivered or to be delivered in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits to state any material fact which is necessary in order to make the disclosures not misleading.

3.17. Power of Attorney. Seller has not given any power of attorney, whether limited or general, to any person which is continuing in effect.



## ARTICLE 4.

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants as follows:

4.1. Organization and Standing of Purchaser. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power to own and operate its properties and assets and to carry on its business as and where it is now being conducted.

4.2. Authority; Binding Effect. Purchaser has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. Purchaser has taken all action required by law and by Purchaser's Articles of Incorporation and Bylaws to authorize and, has so authorized, the execution and delivery of this Agreement and the transactions contemplated hereby. The execution, delivery, and performance of this Agreement constitutes the valid and binding agreement of Purchaser enforceable in accordance with its terms.

4.3. No Finders or Brokers. Seller will not be liable for any finder or broker engaged by Purchaser in connection with the transactions contemplated by this Agreement and no person acting on behalf of Purchaser has a claim, direct or indirect against Seller for any brokerage, finder's fee or similar compensation.

4.4. Litigation; Court Orders. There is no litigation, arbitration, proceeding or outstanding orders, writs, injunctions or decrees of any court, governmental agency or tribunal which prevents Purchaser from consummating the transactions contemplated hereby, including, without limitation, any NASD proceeding to which the Purchaser or any of its affiliates are currently a party.

4.5. Defaults. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not (i) constitute a violation of or a default under, or conflict with, any term or provision of the Articles or Bylaws of Purchaser or any order, writ, injunction or decree of any court, governmental agency or arbitration tribunal or any material contract, commitment, indenture, lease, sublease or other agreement, or any other material restriction of any kind to which Purchaser is a party or by which Purchaser is bound; or (ii) cause or give any party grounds to cause (with or without notice, the passage of time or both) the maturity of any material liability or obligation of Purchaser to be accelerated.

## ARTICLE 5.

### COVENANTS OF SELLER

Seller hereby covenants and agrees as follows:

5.1. Access and Information. Between the date hereof and the Closing Date, Seller shall give to representatives of Purchaser reasonable access during normal business hours to its premises, books, accounts and records and all other relevant documents and will make available, and use its best efforts to cause its independent auditors to make available, copies of all such documents and information with respect to the business and properties of Seller to the extent related to the SID and the Assets as representatives of Purchaser may from time to time reasonably request, including, without limitation, the working papers used to prepare the Financial Statements and income tax returns filed and in preparation, all in such manner as not unduly to disrupt Seller's normal business activities. Such access shall include consultations with the employees of Seller. During the period from the date of this Agreement to the Closing Date, Seller shall confer on a regular and frequent basis with one or more representatives of Purchaser to report material operational matters and to report the general status of on-going operations. Seller shall notify Purchaser of any adverse change in the financial position, earnings or business of Seller after the date hereof and prior to the Closing and any unexpected emergency or other unanticipated change in the business of Seller and of any governmental complaints, investigations or hearings or adjudicatory proceedings (or communications indicating that the same may be contemplated) or of any other matter which may be material to Seller or which would cause the representations contained in Article 3 not to be true and correct and shall keep Purchaser fully informed of such events and permit its representatives to participate in all discussions relating thereto. Without limiting the foregoing, Seller agrees that from the date of this Agreement until the Closing Date, Seller will provide Purchaser with Seller's monthly unaudited financial statements, certified by the Chief Financial Officer of Seller. Said monthly unaudited financial statements shall be provided to Purchaser promptly after they become available.

5.2. Conduct of Business. Between the date hereof and the Closing Date, except as otherwise approved by Purchaser, Seller shall conduct its business, to the extent related to the SID or the Assets, only in the ordinary course thereof consistent with past practice and in such a manner that the representations and warranties contained in Article 3 shall be true and correct at and as of the Closing Date (except for changes contemplated, permitted or required by this Agreement) and so that the conditions to be satisfied by Seller at the Closing shall have been satisfied. Seller will consistent with conducting its business in accordance with reasonable business judgment; and use its best and most diligent efforts to preserve and maintain the SID business, the Assets and the relationships with the parties to the Subscriber Contracts.

5.3. Corporate and Regulatory Approvals; Best Efforts to Secure Consents. Seller shall take the necessary corporate actions and shall, on or before the Closing Date, obtain and deliver to Purchaser in writing, effective as of the Closing Date, such regulatory approvals as are necessary to effect a valid and binding transfer or assignment of the Assets.

5.4. Confidential Information. Seller shall keep confidential the terms of this Agreement and the Agreements to be executed at Closing and all information provided Purchaser regarding the business plan, financial condition and operations of Purchaser and shall exercise the same care in handling such information as it would exercise with similar information of its own.

5.5. Unusual Events. Until the Closing Date, Seller shall supplement or amend all relevant Exhibits and Schedules with respect to any matter thereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be set forth or described in such Exhibits or Schedules; provided, however, that for the purposes of the rights and obligations of the parties hereunder, any disclosure after the date hereof shall not be deemed to have been disclosed as of the date hereof or prevent or cure any misrepresentation, breach of warranty or breach of covenant.

5.6. Departmental Violations. Seller shall make every attempt to comply with all notices of violations of law or municipal ordinances, orders or requirements noted in or issued by government agencies or departments having authority with respect to state and federal banking and securities laws and any other federal, state or municipal department having jurisdiction against or affecting the operation of the SID or the Assets prior to the Closing Date unless contesting the same in good faith by appropriate proceedings. All such notices, after the date hereof and prior to the Closing Date, shall be complied with by Seller prior to the Closing Date.

5.7. Retention Plan. Seller and Purchaser shall execute and deliver a Retention Plan Agreement, substantially in the form of Exhibit B hereto, acceptable to the parties, for the purpose of devising an account-specific plan to retain the Subscriber Contracts which will be incorporated into the Operating Agreement which will be executed at or before the Closing. Seller shall comply with its obligations under the Retention Plan Agreement. Seller and Purchaser agree that Seller makes no representation or warranty as to the retention or continuity of any Subscriber Contract subsequent to the Closing.

5.8. Discussions with Third Parties. Seller agrees that it will cease any and all discussions with any third party and that it will not commence any new discussions with any third party regarding any direct or indirect investment in the SID or the sale of any asset or security of SID.

5.9. Noncompetition/Nonsolicitation. (a) Except in connection with Seller's and its affiliates' duties and obligations under the Preferred Status Agreement and the Operation Services Agreement, Seller agrees that for a period of three years after the Closing Date, neither Seller, nor its Affiliates, successors or assigns will, without the Purchaser's consent, open or maintain a dedicated financial institution third party marketing program for securities, annuities or investment products. Seller further agrees that for a period of three years after the Closing Date, neither Seller nor its Affiliates, successors or assigns (i) will solicit customers of Purchaser or its Affiliates, whose accounts are part of the Assets (or any customers who may establish accounts that would be considered part of the Assets), to provide the services offered by the SID or (ii) seek to employ any of the Purchaser's or its Affiliates' or former SID's employees or registered representatives.

(b) In the event that any Affiliate of Seller which is not controlled by Seller, opens or maintains a dedicated financial institution third marketing program for securities,

annuities and investment products, the Purchaser's sole remedy will be to terminate the Preferred Status Agreement.

5.10. Access to Records. Seller agrees to maintain all records and other documents relating to the Assets for such periods as provided in Seller's record retention policy and as required by law, and, upon written request, to permit the Purchaser, at the Purchaser's expense, to examine, inspect, copy and reproduce such records and other documents relating to such Assets.

## ARTICLE 6.

### COVENANTS OF PURCHASER

6.1. Corporate Action. Purchaser will take all necessary corporate and other action and obtain all consents, approvals and amendments of agreements required of them to carry out the transactions contemplated by this Agreement and to satisfy the conditions specified herein.

6.2. Confidentiality Agreement. Until the Closing Date, Purchaser and its affiliates shall continue to be subject to the terms and conditions of that certain Confidentiality Agreement, dated September 10, 1998 between Seller and First American Corporation.

6.3. Noncompetition/Nonsolicitation. Except as contemplated by this Agreement, Purchaser agrees that for a period of three years after the Closing Date, neither Purchaser nor its affiliates, subsidiaries, successors or assigns will seek to employ any of Seller's or its affiliates' employees or registered representatives, provided that, Purchaser may seek to employ employees of Seller employed by or assigned to work for the SID as of the Closing Date.

6.4. Retention Plan Cost. Purchaser accepts responsibility for all reasonable costs associated with such Retention Plan provided that, Seller shall be responsible for the costs and expenses related to personnel that continue to be employed by Seller on or after the Closing Date and which are not being employed by Purchaser under this Agreement, severance of personnel that continue to be employed by Seller on or after the Closing Date and which are not being employed by Purchaser under this Agreement, bonuses or other compensation of personnel that continue to be employed by Seller on or after the Closing Date and which are not being employed by Purchaser under this Agreement. Seller and Purchaser agree that Roger Allen, Robert Shipley and Sean Casey are the only employees being employed by Purchaser under this Agreement as of the Closing Date.

## ARTICLE 7.

### CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

All obligations of Seller which are to be discharged under this Agreement at the Closing are subject to the following conditions precedent.

7.1. Representations and Warranties True. All of the representations and warranties made by Purchaser contained in Article 4 of this Agreement shall be true as of the date of this Agreement, shall be deemed to have been made again at and as of the date of Closing, and shall be true at and as of the date of Closing in all material respects; Purchaser shall have performed and complied in all material respects with all covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate of the President or any Vice President of Purchaser dated the Closing Date, in their corporate capacities, certifying to the truth of such representations and warranties as of the Closing and to the fulfillment of such covenants and conditions.

7.2. No Obstruction Proceeding. No action or proceeding shall have been instituted against, and no order, decree or judgment of any court, agency, commission or governmental authority shall be subsisting against Purchaser or Seller which seeks to, or would, render it unlawful as of the Closing to effect the transactions contemplated by this Agreement, and no such action shall seek damages in a material amount by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any governmental department or agency.

7.3. Approvals. Any approvals required from any public or regulatory agency having jurisdiction over the transactions contemplated by this Agreement shall have been received.

7.4. Receipt of the Purchase Price. Seller shall have received the Purchase Price required to be paid at Closing.

7.5. Receipt of Preferred Status Agreement. Receipt of executed Preferred Status Agreement.

7.6. Receipt of Opinions. Receipt of opinions, reasonably satisfactory to the Seller, of (i) Purchaser's In-house Counsel to be issued by Myra Oquist, Esq. and (ii) Watkins Ludlam Winter & Stennis, P.A., each dated the Closing Date.

## ARTICLE 8.

### CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PURCHASER

All obligations of Purchaser which are to be discharged under this Agreement at the Closing are subject to the following conditions precedent.

8.1. Representations and Warranties True. All of the representations and warranties of Seller contained in Article 3 of this Agreement shall be true as of the date of this Agreement, and shall be deemed to have been made again at and as of the Closing, and shall be true at and as of the date of Closing in all material respects; Seller shall have performed or complied in all material respects with all covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Purchaser shall be furnished with a certificate of the President and Vice President of Seller, in their corporate capacities, dated the Closing Date, certifying to the truth of such representations and warranties as of the time of the Closing and to the fulfillment of such covenants and conditions.

8.2. Receipt of Executed Documents. Receipt of executed: (i) Assignment and Bill of Sale and such other assignments and transfer documents necessary to transfer to Purchaser good and marketable title to the Assets, (ii) Operating Agreement, (iii) Employment Agreement, and (iv) Retention Plan Agreement.

8.3. [Intentionally Omitted]

8.4. No Obstructive Proceeding. No action or proceedings shall have been instituted against, and no order, decree or judgment of any court, agency, commission or governmental authority shall be subsisting against Purchaser or Seller which seeks to, or would, render it unlawful as of the Closing to effect the transactions contemplated by this Agreement, and no such action shall seek damages in a material amount by reason of the transactions contemplated hereby. Also, no substantive legal objection to the transactions contemplated by this Agreement shall have been received from or threatened by any governmental department or agency.

8.5. Consents and Approvals. Any consents required from any public or regulatory agency having jurisdiction over the transactions contemplated by this Agreement shall have been received.

8.6. No Adverse Change. From the date of this Agreement until the Closing, the operations of the SID shall have been conducted in the ordinary course of business, consistent with past practice, except as expressly agreed to by Purchaser, and from the date of the Financial Statements until the Closing no event shall have occurred or have been threatened which has or would have a material adverse effect upon the operation of the SID and Seller shall not have sustained any loss or damage to the Assets, whether or not insured, or been the subject to any activity that affects materially and adversely, in the opinion of Purchaser, the value of the Assets or the operations of the SID.

8.7. Receipt of Opinions. Receipt of opinions, reasonably satisfactory to the Purchaser of Rogers & Hardin, LLP, special Georgia counsel to the Seller, each dated the Closing Date.

## ARTICLE 9.

### TERMINATION

9.1. Optional Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing Date as follows:

- (a) By the mutual consent of Purchaser and Seller;
- (b) By Seller, if any of the conditions set forth in Article 7 shall not have been met by December 30, 1998;
- (c) By Purchaser, if any of the conditions set forth in Article 8 hereof have not been met by December 30, 1998; or

9.2. Notice of Abandonment. In the event of such termination by either Purchaser or Seller pursuant to Section 9.1 above, written notice shall forthwith be given to the other party or parties hereto.

9.3. Termination. In the event this Agreement is terminated as provided above, (a) Purchaser and Seller shall deliver to the other party all documents previously delivered (and copies thereof in its possession) concerning one another and the transactions contemplated hereby and (b) none of the parties nor any of their respective stockholders, directors, officers, or agents shall have any liability to the other party for costs, expenses, loss of anticipated profits, consequential damages, or otherwise, except for any deliberate breach or deliberate omission resulting in breach of any of the provisions of this Agreement. After termination each party shall keep confidential all information provided by the other pursuant to this Agreement which is not in the public domain, and shall exercise the same care in handling such information as it would exercise with similar information of its own.

9.4. Liquidated Damages. Purchaser agrees that in the event that the transactions contemplated by this Agreement shall fail to be consummated for any reason other than: (i) a breach of this Agreement by Seller, (ii) or the occurrence of a material adverse change in the condition of Seller (as set forth in Section 8.6 hereof) or (iii) a ruling or order by a court, regulatory agency or other government entity (other than any NASD proceedings described in Section 4.4 hereof) prohibiting the consummation of the transactions contemplated by this Agreement, then Purchaser shall pay to Seller, as liquidated damages, and not as a penalty, the sum of \$900,000 cash or immediately available funds, upon demand of Seller. Seller agrees that in the event that Seller shall violate, directly or indirectly, the covenant contained in Section 5.8 hereof pertaining to discussions with third parties, then Seller shall pay to Purchaser, as liquidated damages for said breach, the sum of \$900,000 cash or immediately available funds, upon demand of Purchaser.

## ARTICLE 10.

## INDEMNIFICATION

10.1. Indemnity by Seller. Subject to the conditions and provisions herein set forth, Seller agrees to indemnify, defend and hold harmless Purchaser, its officers, directors, shareholders, subsidiaries, affiliates and agents from and against the following:

(a) Any and all direct or indirect damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of action, encumbrances and costs and expenses suffered, sustained, incurred or paid by the Purchaser arising out of:

(i) the claims of any broker or finder engaged by Seller;

(ii) the untruth, inaccuracy or breach of any representation, warranty, agreement or covenant of Seller contained in or made in connection with this Agreement;

(iii) the assertion against Purchaser or the Assets of any liability, duty or obligation relating to the operations of Seller or any of the Assets arising out of events occurring prior to the Closing Date. FOR THE AVOIDANCE OF DOUBT, subject to the duties and obligations of Seller and/or the Operating Agreement, Purchaser shall assume all obligations of Seller under the Subscriber Contracts to the extent of any obligations arising out of events occurring after the Closing;

(b) All reasonable costs and expenses (including, without limitation, attorneys' fees, interest and penalties) incurred by any indemnified party in connection with any action, proceeding, demand, assessment or judgment incident to any of the matters for which indemnity is provided in this Section 10.1.

10.2. Terms and Conditions of Indemnification. The obligations and liabilities of Seller to indemnify as provided herein shall be subject to the following terms and conditions:

(a) Promptly after receipt by Purchaser of notice of any claim of the commencement of any action, the Purchaser will, if a claim in respect thereof is to be made against the Seller under this Article 10, notify the Seller of such claim or the commencement of such action. Failure of such notification by Purchaser shall not diminish Purchaser's rights under this Article 10 unless such failure materially decreases Seller's ability to defend against the underlying cause of action. In case any such action is brought against the Purchaser and the Purchaser notifies the Seller of the commencement thereof, as provided herein, the Seller shall have the right to participate therein and, to the extent it may desire, to assume the defense thereof through counsel reasonably satisfactory to the Purchaser. If the Seller notifies the Purchaser that it has assumed the defense of an action, the Purchaser may thereafter employ separate counsel to participate in the defense thereof, but the Purchaser shall be solely responsible for the fees and expenses of such counsel and any other costs (related to the employment of separate counsel) incurred by the Purchaser in connection with defending the action after receiving notice that the Seller has assumed its defense.



(b) Purchaser shall not make any settlement of any claims without the written consent of Seller, which consent shall not be unreasonably withheld or delayed.

(c) Any amounts owing to Purchaser pursuant to the provisions of Section 10.1. shall be due and payable on the fifth business day following Seller receiving notice of a claim thereunder by giving notice as provided herein. From and after the date on which payment is due, the amount owing shall bear interest at 10%. Notwithstanding anything contained herein to the contrary, Purchaser shall have the right at any time or from time to time to offset any amounts due and owing from Purchaser to Seller pursuant to any agreement of any nature whatsoever with any amounts due or owing to Purchaser for any reason whatsoever.

(d) Purchaser shall not be entitled to indemnification until the aggregate amount of its losses exceeds \$50,000 at which time Seller shall indemnify Purchaser without deduction.

(e) Seller shall have no indemnification obligation for any losses of Purchaser as to which it has not received notice from Purchaser within three years of the anniversary date of this Agreement.

10.3. Remedies Cumulative. Except as herein expressly provided, the remedies provided in this Article 10 shall be cumulative and shall not preclude assertion by any party of any other rights or the seeking of any other rights or remedies against any other party hereto.

## ARTICLE 11.

### MISCELLANEOUS

11.1. Expenses. All expenses of the preparation of this Agreement, any other documents contemplated hereby and of the and the transaction contemplated hereby, including, without limitation, counsel fees, accounting fees, sales taxes, recording fees, investment advisers' fees and disbursements, shall be borne by the respective parties incurring such expense, whether or not such transactions are consummated.

11.2. Notices. All notices, demands and other communications required or permitted hereunder shall be sufficiently given if delivered in person, telecopied or mailed by certified mail, postage prepaid, addressed as follows:

Seller: Thomas M. Wells, V.P. and General Counsel  
FSC Corporation  
2300 Windy Ridge Parkway, Suite 1100  
Atlanta, GA 30339  
Telecopier: (770) 858-6826

copy to: Rogers & Hardin  
2700 International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303  
Attention: Edward J. Hardin, Esq.  
Telecopier: (404) 525-2224

Purchaser: Mary Neil Price, Secretary  
IFC Holdings, Inc.  
721 First American Center  
Nashville, TN 37237-0721  
Telecopier: (615) 748-2538

Copy to: Watkins Ludlam Winter & Stennis, P.A.  
Post Office Box 427  
633 North State Street (39202)  
Jackson, MS 39205-0427  
Attention: Craig N. Landrum, Esq.  
Telecopier: (601) 949-4804

or to such other address as either Seller or Purchaser may designate by notice to the other.

11.3. Entire Agreement. This Agreement, the Exhibits, and the Schedules delivered pursuant hereto, constitute the entire contract between the parties hereto pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

11.4. Governing Law. The validity and construction of this Agreement shall be governed by the laws of the State of Georgia.

11.5. Section Headings. The section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

11.6. Waiver. No delay or omission on the part of any party hereto in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

11.7. Nature and Survival of Representations. All statements contained in any certificate delivered by or on behalf of any of the parties to this Agreement pursuant hereto in connection with the transactions contemplated hereby shall be deemed to be representations and warranties made by the respective parties hereunder. The covenants, representations, warranties and indemnifications made by the parties each to the other in this Agreement or pursuant hereto shall

survive the asset sale and any investigation made by Purchaser or Seller for a period of three years of the anniversary date of this Agreement.

11.8. Exhibits. All Exhibits and Schedules referred to in this Agreement or included in the Exhibit Volume are integral parts of this Agreement as if fully set forth herein and all statements appearing therein shall be deemed to be representations.

11.9. Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective successors and assigns of the parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, it being the intention of the parties to this Agreement that the Agreement be for the sole and exclusive benefit of such parties or such successors and assigns and not for the benefit of any other person.

11.10. Amendments. This Agreement may be amended, but only in writing, signed by the parties hereto.

11.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument.

11.12. Press Releases and Announcements. Purchaser and Seller each agree that neither Purchaser or Seller, nor any of their affiliates, agents, employees, officers or directors shall make any announcement or disclosure of the transactions anticipated by this Agreement without the prior written approval of the Chief Executive Officer of the other party. without limiting the foregoing, all press releases regarding this Agreement and its consummation must have the prior written approval of the Chief Executive Officer of both parties.

11.13. Access to Records After Closing. Seller will cause its counsel and certified public accountants to afford to the representatives of Purchaser, including its counsel and accountants, reasonable access to, and copies of, any records not transferred to Purchaser, including, but not limited to, audit and tax work papers. Purchaser will afford to the representatives of Seller reasonable access to, and copies of, the records transferred to Purchaser at the Closing during normal business hours after the Closing Date. Copies furnished to the party gaining such access shall be furnished at the cost of the recipient.

11.14. Attorneys' Fees. If legal action is commenced to enforce this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

11.15. Cure of Default. Purchaser shall have the right, but not the obligation, upon notice to Seller and upon such party's failure to cure within a reasonable time, to cure any

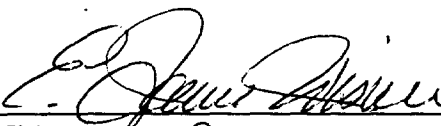
be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

11.17. Expenses. Except as specifically set forth herein or unless otherwise specifically agreed by the parties in writing, Seller and Purchaser each agree to pay all of their own costs and expenses incurred in connection with the transactions contemplated by this Agreement, whether or not the transactions contemplated by this Agreement are consummated.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SELLER:

FSC CORPORATION

By:   
Title: PRES

PURCHASER:

IFC HOLDINGS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

11.17. Expenses. Except as specifically set forth herein or unless otherwise specifically agreed by the parties in writing, Seller and Purchaser each agree to pay all of their own costs and expenses incurred in connection with the transactions contemplated by this Agreement, whether or not the transactions contemplated by this Agreement are consummated.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

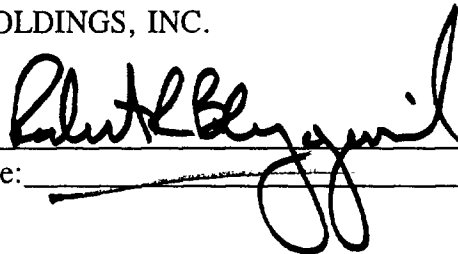
SELLER:

FSC CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

PURCHASER:

IFC HOLDINGS, INC.

By:  \_\_\_\_\_  
Title: \_\_\_\_\_

## CONSENT

The undersigned hereby enters into this Consent which is attached to that certain Asset Purchase Agreement, dated the 16th day of December, 1998, for the purpose of agreeing to (i) execute on or before the Closing, and be a party to and be bound by the terms of the Preferred Status Agreement (as defined in said Asset Purchase Agreement) and (ii) be bound by and by executing this consent the signatory hereto agrees to and is bound by the terms of Sections 5.9 and 5.10 of the Asset Purchase Agreement.

SUNAMERICA, INC.

By: Gary W. Kat

Title: Senior Vice President

## LIST OF EXHIBITS AND SCHEDULES

### Exhibits:

- A - Form Assignment and Assumption Agreement
- B - Form Retention Plan Agreement
- C - Form Operating Agreement
- D-1 - Opinion of Purchaser's In-House Counsel
- D-2 - Opinion of Watkins Ludlam Winter & Stennis, P.A.
- D-3 - [INTENTIONALLY OMITTED]
- D-4 - Opinion of Rogers & Hardin, P.A.

### Schedules:

- 1.2(a) - Subscriber Contracts
- 1.2(b) - FFE
- 1.2(c) - Advertising and Promotional Materials
- 1.2(d) - Intangible Assets, Trade Names, Service Marks and Service Names and applications therefor, and Intellectual Property
- 3.1 - Seller's Articles of Incorporation and Bylaws
- 3.2 - Seller's Audited Financial Statements for Periods Ended December 31, 1996 and December 31, 1997 and Seller's 1998 quarterly financial statements and unaudited Financial Statements for Months Ended October 31, 1998 and November 30, 1998
- 3.8 - Litigation