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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Greenberg Insurance Agency, Inc. 09/13/01
Individual(s) Association General Partnership Limited Partnership Corporation-State - Missouri Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Insura One Indep. Insur. Agencies, Inc. Internal Address: Street Address: 6640 S. Cicero City: Bedford Park State: IL Zip: 60638
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Illinois 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 By an Asset Purchase Agreement. Execution Date: April 10, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2363909; 2320884
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Patrick M. Hincks Internal Address: Street Address: 122 W. 22nd St., Ste. 350 City: Oak Brook State: IL Zip: 60523

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. PATRICK M. HINCKS Signature Date 9/10/01

Total number of pages including cover sheet, attachments, and document:

09/17/2001 LINDELLER 00000038 2363909

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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## **ASSET PURCHASE AGREEMENT**

THIS AGREEMENT dated this \_\_\_ day of April, 2001 by and between Insure One Independent Insurance Agencies, Inc., an Illinois corporation (hereinafter "Buyer or Purchaser"), and or its affiliated assigns, which any such assignment shall be agreed to by Seller, of 6640 S. Cicero, Bedford Park, Illinois, 60638 and Yellow Key Insurance Agency, Inc. And Greenberg Insurance Agency, Inc., both Missouri corporations and any related corporations and subsidiaries (hereinafter "Seller").

### **RECITALS**

**WHEREAS**, Seller is currently engaged in the business of being an insurance producer for both personal and commercial clients in the States of Missouri and Illinois;

**WHEREAS**, Buyer is currently engaged in the business of providing insurance to individuals and businesses in several states including Missouri and Illinois and is desirous of expanding its insurance production in said states;

**WHEREAS**, the parties have determined that it would be mutually beneficial for the Buyer to purchase the assets of the Seller, including its "book of business" as that term is defined hereinafter, as well as all tangible personal property of the Seller used in its businesses at the Seller's locations in Missouri and Illinois, said locations to be set forth hereafter, and both parties are desirous of effectuating this transaction;

**WHEREAS**, the parties recognize and understand that a material element of this transaction is the ability of Buyer to retain the book of business the subject matter of this transaction after the closing herein and to insure that Seller cannot solicit insurance or insurance related business from any of the clients that comprise the book of business:

**NOW THEREFORE**, in consideration of the mutual covenants and other good and sufficient consideration in hand paid, and the above recitals the parties hereto agree as follows:

1. **Agreement to Purchase.** Seller agrees to sell, convey and assign to Buyer or its assignee, the current "book of business" which consists of the Customer Lists of Sellers, as set forth in Exhibit A herein, and all rights associated thereto. *Seller shall provide to Buyer complete customer lists from all sources prior to the closing date hereof.* Seller shall also sell, convey and assign to Buyer all rights and title to the personal property at the Seller locations as set forth in Exhibit B herein. The Buyer is specifically not purchasing any of the assets other than as set forth below and specifically is not incurring any of the liabilities of the Seller. The parties agree to allocate the Purchase Price herein for Income Tax and reporting purposes consistent with the Allocation as set forth in Exhibit C herein. For Purposes of this Agreement, all Exhibits shall be incorporated into and made a part of this Agreement.

**1.1 Purchased Assets.** At the Closing (as hereinafter defined), subject to the terms and conditions hereinafter set forth, Seller shall sell, convey, transfer, assign and deliver to Purchaser or Purchaser's designated affiliates or assigns, free and clear of all Liens, and Purchaser shall purchase from Seller, the Business and all of Seller's right, title and interest in and to all property and assets (other than Excluded Assets as set forth in Section 1.2 hereof) that are used in or arise out of the conduct of the Business or are considered to be assets of Seller as of the Closing Date, wherever located (collectively, the "Purchased Assets"), including, but not limited to, the following:

**1.1.1 Insurance Expirations.** The right, from and after the Closing Date, to service, continue and renew, and to collect commissions and other amounts on, all insurance policies of every type and description written by or through Seller, or employees or agents of Seller or brokers or agents which Seller engages to produce insurance policies on its behalf (such employees, agents and brokers being referenced to herein collectively as "Seller's Agents") prior to the Closing Date, including, but not limited to, all of (i) Seller's rights to produce insurance policies with respect to Customers and Prospective Customers of Seller, (ii) expiration data relating to such policies of insurance produced by or through Seller or Seller's Agents, (iii) all books, records and files pertaining to such insurance policies and the Business, including, without limitation, all computerized records and all other records and files regardless of the media in or on which such data, records or files are maintained, (iv) all Customer and Prospective Customer lists owned by Seller or used by Seller or Seller's Agents in the conduct of the Business, and (v) the right to continue relationships with all Seller's Agents, including all books, records and files pertaining to Seller's relationship with Seller's Agents (collectively, the "Insurance Expirations");

**1.1.2 Contract Rights.** All of Seller's rights, title and interests in, to and under all outstanding contracts, agreements and understandings, whether oral or written;

**1.1.3 Prepaid Assets.** All prepayments of expenses, deferred charges, advances, payments, credits for refund, rights of offset, security deposits and credits of any kind relating in anyway to the Business, the insurance commissions relating to policies in effect or renewed prior to the closing date hereof, as set forth in Section 1.1.6 below;

**1.1.4 Records.** All business records, files, documents and papers of Seller relating to the Business and/or the Purchased Assets, including, but not limited to IRS Form 1120, journals, ledgers, correspondence, customer records, expiration data, books of accounts and employment applications and records. With respect to IRS Form 1120, journals, ledgers and books of account, Seller may provide Purchaser with originals or duplicate copies. To the extent any records provided to Purchaser, Seller shall have the right after the closing herein to inspect said records provided in the event that it needs them for income tax purposes;

**1.1.5 Claims.** All causes of action, claims, rights of recovery and set-off of every kind and character pertaining or relating to the Businesses and/or Purchased Assets,

including, but not limited to, all insurance, warranty and condemnation proceeds received after the Closing Date with respect to damage, destruction or loss of any Purchased Assets, or any portion thereof;

**1.1.6 Commissions.** With respect to direct billed premiums, all of Seller's rights to receive commissions relating to any insurance coverage issued with an original or renewal effective date on or after the Closing Date, including any commissions generated from endorsements or additions to insurance coverage, provided such insurance coverage has an original or renewal effective date on or after the Closing Date;

*Purchaser shall be entitled to a prorata credit against the Purchase Price for return commissions or charge backs which represent commissions prepaid for policies that are subsequently canceled prior to expiration of the policy. For purposes of calculating said return commissions or charge backs, the return commissions or charge backs shall be based upon the effective date of June 15, 2001. Seller shall be entitled to a credit for commissions for add-ons or positive endorsements for based upon the same effective date of June 15, 2001.*

**1.1.7 Telephone and Advertisements.** To the extent permissible by applicable law, all telephone numbers, listings and advertisements used by Seller in connection with the Business; Seller represents and warrants to Purchaser that all advertising expenses, including but not limited to, all yellow page advertisements, have been paid in full up to and including the date of closing.

**1.1.8 Tangible Personal Property of Seller.** Those items of personal property of Seller set forth in Exhibit B hereof (the "Personal Property");

**1.1.9 Intellectual Property.** To the extent permissible by applicable law, Seller's right to any and all Intellectual Property relating to, or used in connection with the Business, the Purchased Assets or the business and goodwill of Seller as a going concern, including but not limited to the tradename "Yellow Key Insurance", the corporate name of Yellow Key Insurance, along with any and all domain names and trademark rights, any logos associated therewith and Greenberg Insurance Agency, Inc. and any tradename, domain name and or trademark rights and logos associated therewith.

**1.2 Excluded Assets.** The following assets ("Excluded Assets") shall not be included in the Purchased Assets and shall be retained by Seller and shall not be sold and transferred to Purchaser hereunder.

**1.2.1 Tax Records.** Seller's tax records, including, but not limited to, all journals, ledgers and supporting data, provided that duplicate copies of the supporting data will be provided to Purchaser;

**1.2.2 Tax Refunds.** Any federal, state or local tax refund or tax credits of Seller;

**1.2.3 Insurance Policies.** Any insurance policy owned or maintained by Seller with respect to the operation of its insurance agency business and any life insurance policies owned by Seller on the lives of any employee or person affiliated with Seller;

**1.2.4 Seller's Commissions.** With respect to direct billed premiums, all of Seller's rights to receive commissions relating to any insurance coverage issued with an original or renewal effective date prior to the Closing Date, including any commissions generated from endorsements or additions to insurance coverage, and contingent commissions for 2001, provided such insurance coverage has an original or renewal effective date prior to the Closing Date. Purchaser shall collect and remit to Seller all such premiums received on or after the Closing Date; provided, however, that Seller shall protect, indemnify, defend and hold harmless Purchaser from any and all losses resulting in connection with Purchaser's collection and remittance of such premiums, excepting any return commissions, charge backs or add-ons as referenced in Section 1.1.6 above;

**1.2.5 Receivables.** Seller's receivables which are due and properly collectable prior to the Closing Date.

**2. Purchase Price.** The purchase price shall consist of payout up to \$823,869, as described below. The \$823,869 purchase price herein shall be paid in the following manner:

(a) \$400,000 payable by certified funds at closing;

(b) \$200,000 payable directly to Brent I. Greenberg at the end of the 12 month period immediately following closing. The amounts due hereunder may be reduced as described in the following paragraph.

(c) An estimated \$223,869 in the form of salaries and benefits paid to designated Seller's former employees as set forth herein. The Buyer will evaluate all employees of Seller for employment with Buyer and shall retain or not retain any employees of Seller in the sole and exclusive discretion of Buyer. The parties shall designate certain employees who may be retained by Buyer and said designated employees shall be set forth in Exhibit \_ herein. Any employees of Seller retained by Buyer shall at all times remain employees at-will of Buyer and nothing herein shall require or be construed to require Buyer to retain any former Seller employees for any period of time. After closing, Buyer will use those retained and designated employees to collect all receivables of Seller existing prior to closing for a period of one year. All proceeds of the said collections for one year will be used to pay back Seller's obligations to Allegiant Bank (Principal, interest and any other related charges to the indebtedness), insurance premiums due insurance companies, refunds due customers, which said obligations have been represented to Buyer to be \$2.1 million dollars, and any and all other obligations of Seller for its business accruing prior to the date of closing. Any shortfall in the payoff of any of these obligations from the collected

receivables of Seller after the end of one year from the date of closing hereunder, may be paid by Buyer directly to Seller's creditors and deducted from the \$200,000 due Brent I Greenberg at the end of the one year period following closing. Regardless of the amount of Seller's receivables collected and paid to its creditors, Buyer's obligations at the end of one year from the date of closing shall under no circumstances exceed \$200,000. An accounting and settlement of said collected receivables and corresponding payoff of Seller's obligations will be made by the parties after 180 days and 365 days following the closing date.

(d) The purchase price shall be allocated by written agreement between the Buyer and Seller prior to closing. It is contemplated by the parties that a portion of the Purchase Price may be allocated to a non-compete agreement/consulting agreement for Brent I. Greenberg.

### **2.1 Agreement Contingencies**

This Agreement and Buyer's obligations to perform hereunder are contingent upon the following:

(a) Buyer's review and examination of Seller's books and records of the assets being sold hereunder. Buyer shall have a continuing right to review all books and records of the Seller up to and including the date of closing.

(b) Buyer shall have the right to review and approve the asset lists and actual assets to be transferred up to and including the date of closing.

(c) Buyer obtaining written approval in the form and satisfaction to the Buyer of this transaction from Buyer's Bank, LaSalle National Bank.

(d) Seller's obtaining written approval of the transaction and a complete release from collateral of all assets hereunder from Seller's Bank and lienholder, Allegiant Bank. Seller shall provide Buyer the written approval of Allegiant as well as the requisite UCC Releases and any and all other documents reasonably requested by Buyer to insure the assets hereunder are not subject to any liens or debt of Seller.

(e) Buyer shall be afforded an in person meeting with Seller's Bank, Allegiant Bank, and its representatives, along with Seller to discuss the Release of Seller's collateral and assets currently subject to said indebtedness. Seller shall effectuate this in person meeting within ten days of the date of the execution of this Agreement.

(g) Seller shall not make any public announcement of the sale of the assets or change in ownership of Seller before or after the closing. Any public announcements shall be solely in the discretion of Buyer.

**3. No Assumption of Liabilities and Contracts.**

**3.1 No Retained Liabilities.** Notwithstanding anything to the contrary contained herein, and except as to the lease agreements which shall be assigned by Seller to Purchaser, Purchaser shall not, by this Agreement, implication, operation of law or otherwise, be deemed to assume or agree to pay, perform or discharge or in any manner be responsible for, and Seller shall be and remain liable for, any and all debts, obligations and liabilities of Seller of any kind or nature whatsoever, including, but not limited to, any debts, obligations and liabilities related to or associated with the Business or the Purchased Assets, whether due or to become due, absolute or contingent, direct or indirect, asserted or unasserted, known or unknown, choate or inchoate, relating to, resulting from or arising out of, or as a consequence of, acts, omissions, facts, circumstances or events existing or occurring on or prior to the Closing Date, (the "Retained Liabilities"). Without limiting the generality of the foregoing, Seller is and shall be responsible for all errors and omissions relating in any way to the operation of the Business prior to the Closing Date.

**3.2 Transferee Liability.** The parties agree that Purchaser shall not, by virtue of the transaction which is the subject hereof, assume any liabilities or obligations of Seller whatsoever. Accordingly, Seller agrees to take all actions that Purchaser may request so as to fully protect Purchaser from and against any and all transferee liability arising out of the transaction which is the subject of this Agreement.

**3.3 Payment of Seller's Liabilities by Purchaser.** Purchaser shall have the right, at its sole discretion, to pay any liabilities of Seller which affect Purchaser's rights to the Business or to the Purchased Assets. Purchaser shall, before paying any liabilities of Seller hereunder, provide Seller with written notice of said liability, and only upon Seller's failure to pay said liability within thirty (30) days of said notice, shall Purchaser pay said liability with Seller being obligated to reimburse Purchaser hereunder. Any such payments made by Purchaser shall be immediately reimbursed by Seller. Seller shall have the right to pay any such liabilities of Seller from amounts collected from the accounts receivables of Seller pursuant to paragraph 2(c).

**3.4 Seller's Payables.** Seller shall be responsible for the payment of all payables, including, without limitation, return commissions and return premiums, with regard to all insurance coverage with an original or renewal effective date prior to the Closing Date. Seller shall be responsible for any return commissions due to an endorsement of insurance coverage which had an original or renewal effective date prior to the Closing Date, even if the effective date of the endorsement is on or after the Closing Date pursuant to Section 1.1.6 above.

#### 4. Closing.

4.1 Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of *Warrior Insurance Group, Inc., 6640 South Cicero, Bedford Park, Illinois, (the "Closing Date") within thirty (30) days of date of execution of this agreement*, or such other time, date or place as the parties hereto may choose by mutual consent.

4.2.1 Closing Documents. On the Closing Date, Seller shall deliver to Purchaser:

(a) Bill of Sale. A Bill of sale, covering the Purchased Assets and such other good and sufficient instruments of sale, assignment and transfer as may be necessary to transfer and effectively vest good and marketable or valid, as the case may be, title to the Purchased Assets in a form or forms reasonably acceptable to Purchaser and its counsel, duly executed by Seller (the "Bill of Sale" shall be drafted and provided to Seller for execution by Purchaser ).

(b) Assignment of Lease Agreement. The lease assignment agreement referenced below.

(c) Requisite Releases. UCC collateral releases and other releases satisfactory to the Buyer from all current lienholders for all assets the subject matter of this Agreement, including but not limited to Allegiant bank.

4.2.2 Purchaser Deliver to Seller. On the Closing Date, Purchaser shall deliver to Seller:

(a) \$400,000 in cash or certified funds pursuant to Section 2 herein.

5. Lease Agreement. Seller shall have executed and deliver to Purchaser a Lease Assignment Agreement providing for the assignment of its current leases to Purchaser and accepted by its landlord of the leased Premises by Purchaser for the locations the subject of this Agreement. *In the event that Seller does not obtain the necessary Lease Assignment Agreements executed by the Landlords at the locations within thirty(30) days from the date of closing, Purchaser can in their sole discretion, reduce the Purchase Price payable hereunder on a prorata basis.* The location is set forth in Exhibit D to the contract herein.

6. Trade Secrets. Seller specifically agrees that a substantial and material element of this transaction is the Customer List as set forth in attached Exhibit A. Seller specifically agrees that the Customer List in Exhibit A shall be considered a "trade secret" to which Purchaser is purchasing all rights thereto and Seller hereby relinquishes any and all rights to said Customer List including but not limited to customer files, the renewal dates of insurance policies, the



expiration dates of insurance policies, and any other information regarding said Customer List which Buyer may acquire pursuant to this Purchase Agreement, except as limited hereunder in this Agreement. Seller specifically covenants that the Customer List shall always remain the explicit Trade Secret of the Purchaser and that Seller shall not in any way interfere, solicit, or divert any of the commercial relationships involving the Customer List from the Purchaser and that any such interference, diversion or solicitation shall represent a malicious and intentional interference with a business relationship and shall further represent a material breach of this Purchase Agreement entitling the Buyer to the right of refund of all monies paid for said Customer List along with any other damages that Buyer may prove in a court of law, including reasonable attorneys fees.

7. **Seller Covenants.** In order to induce Buyer to purchase the Customer List as set forth herein, Seller agrees that during the period commencing with the closing date hereof and for a period of *five (5)* years thereafter, its owners, directors, officers and employees shall not compete with the Buyer in the sale of insurance, including but not limited to, the insurance brokerage, insurance sales or premium finance business in the States of Missouri and Illinois. In order to effectuate this provision, Seller shall provide to Buyer copies of any and all Employment and or NonCompetiton Agreements in force with its officers, directors and employees, and shall assign to Buyer all of its rights thereto. Buyer reserves the right to require Seller's owners, officers, directors and employees to execute separate Employment Agreements with Buyer. Also, Seller, its owners, directors officers and employees, hereby covenant that it or any entity that it is employed by, owns any percentage of, or consults for, shall not under any circumstances for a period of *five (5)* years, solicit or attempt to sell insurance products to any of the clients listed on the Customer List in Exhibit A regardless of whether or not Buyer retains them as clients. Further that during the 24 month period following the Closing Date, Seller, its owners, directors, officers and employees, shall not solicit or otherwise contact any person, firm or entity located within the states of Missouri and Illinois, for the purpose of selling, producing or brokering, or offering any advice with respect to, any insurance products with respect to any line. The parties hereto mutually intend the covenants herein to be enforceable to the full extent of the law, and therefore, if any court of law finds any aspect of these covenants to be excessive and or unenforceable, the parties request and agree that the court shall so enforce the covenants to the extent found reasonable by said court.

8. **Seller's Representations and Warranties.**

8.1 **Title to and Transfer of Purchased Assets.** Except for the Excluded Assets, the Purchased Assets constitute all of the rights, properties, privileges and assets which are used in or considered part of the Business and all of the assets necessary or useful to conduct the Business as presently conducted. Seller has, and Purchaser will receive from Seller at Closing, good and valid title to all of the Purchased Assets, including, but not limited to, the Insurance Expirations, free and clear of any liabilities, obligations, Liens, or other restrictions.

**8.2 Licenses and Permits.** Seller is duly authorized, registered or licensed by the Missouri and Illinois Departments of Insurance and by the respective insurance departments of any other states in which it has conducted business, and such authority and any insurance licenses or registrations issued to it at any time by any regulatory agency were not and are not now the subject of any revocation or disciplinary action. Seller holds all other permits, licenses, franchises, and approvals and authorizations by or of any Governmental Entity or third parties necessary or desirable for the current conduct of the Business and the ownership, use, occupancy or operation of the Purchased Assets. Seller has received no notices that it is not in compliance with such insurance licenses and permits.

**8.3 Contracts.** With respect to every contract, agreement, lease, understanding, instrument, obligation, relationship and commitment written or oral, to which Seller is a party or by which it is bound or subjects, and that relate to the Business or the Purchased Assets, (the "Contracts"), (i) all of such Contracts are in full force and effect, (ii) Seller is not in breach of default, and no event has occurred which with notice or the passage of time or both would constitute a breach or default by Seller under any Contract, nor is any other party to any of the Contracts in default thereunder, and no event has occurred which with notice or the passage of time or both would constitute a breach or default by any party thereunder. Seller previously has furnished to Purchaser accurate and complete copies of all of written Contracts and a summary of all oral Contracts.

**8.4 Compliance with Laws.** Seller is not currently subject to any citation for noncompliance with, nor has been found by any Government Entity to violate, in any respect, any applicable law Seller has received no notice of any such violation, alleged violation or liability or any correspondence from any Governmental Entity relating thereto, nor has Seller received any other correspondence or notice from any Governmental Entity or other parties relating to potential claims, allegations, grievances or complaints against or pertaining to Seller, the Business or the Purchased Assets, including consumer complaints.

**8.5 Litigation.** There is no claim, counter-claim, action, suit, proceeding or governmental investigation pending or threatened against or involving Seller with respect to or affecting Seller or its business, properties, services or Operations, including, but not limited to, the Business and the Purchased Assets, or relating to the transactions contemplated hereby, before any court or Governmental Entity. Neither Seller, the Business nor any of the Purchased Assets are directly subject to or affected by any order, judgment, decree or ruling of any court or governmental agency. Seller has not received any written opinion or memorandum or legal advice evidenced in writing from legal counsel retained by Seller to the effect that Seller is exposed, from a legal standpoint, to any liability or disadvantage which may be material to Seller, the Business or any of the Purchased Assets.

**8.6 Financial Statements.** Seller has provided Purchaser with copies of the IRS Form 1120 for its business for the past three (3) years. The IRS Form 1120 and all other financial documents and records of Seller provided to Purchaser fairly and accurately

present the financial position of Seller and the results of Seller's operations for the respective periods of such records and have been prepared on a basis consistent with generally accepted insurance industry methods. From and after the date of the end of the period reflected by such IRS Form 1120, there have been no material adverse changes in Seller's condition, financial or otherwise, or its assets, liabilities, earnings, book values or business which has not been otherwise disclosed to Purchaser in writing.

**8.7 Compliance with Insurance Laws.** Without limiting the generality of any other provision of this Agreement, Seller has not at any time been in violation of any provisions of the Missouri and Illinois Insurance Code.

**8.8 No Material Change.** Seller further represents that the information provided to Purchaser regarding the business of the Seller is true and accurate and that there has been no material change between the provision of said information and the Closing Date herein.

**8.9 Choice of Law and Venue.** This Agreement which represents the entire Agreement of the parties hereto, shall at all times be governed by the laws of the State of Illinois. In the event that litigation arises between the parties to this Agreement regarding any of the provisions of this Agreement, the parties agree that said the Court with proper venue to hear such litigation shall be in Cook County, Illinois courts.

**9. Indemnification.** The parties to this Agreement both agree that each shall indemnify the other from any errors and omissions claims for acts arising before and after the closing of this Purchase Agreement, it being the specific intention of the parties that the Seller shall be responsible for any errors and omissions claims from acts arising out of his activities for the referenced members of the Customer List until and including the day of closing herein, with Buyer being responsible for claims related to activities from the day after the closing date forward. Both parties acknowledge that claims for errors and omissions may be made against the Seller well after the closing date herein for activities that occurred before the closing date. Consistent therewith, Seller shall be required as a material part of this Agreement to purchase an extended period of indemnity coverage for errors and omissions. Seller represents and warrants to Buyer that it has disclosed any claims made or threatened claims against him or his sole proprietorship for errors and omissions regarding any of the members of the Customer List.

**10. Post Closing Receipts** . Any commissions earned and received by Seller after the Closing Date herein shall be the exclusive property of the Purchaser and Seller will immediately forward any such commissions to Buyer within ten (10) days of receipt. Purchaser shall also forward to Seller any such commission received by it that are the property of Seller within thirty(30) days of receipt. Purchaser shall be afforded the right to verify the accuracy of all post closing receipts paid to or paid by Buyer including but not limited to income tax returns in order to verify the accuracy of all post closing receipts paid to Purchaser.

11. **Post Closing Seller Responsibilities.** The parties hereto acknowledge that a critical element of this transaction to the Purchaser is the goal of retention of as many of the clients set forth on the Customer List as possible after the closing hereof. Therefore, in order to induce Purchaser to enter this Agreement, Seller has committed to fully cooperate with Purchaser in effectuating a smooth and professional transition of the customers to be represented by the Buyer and continue to have their insurance needs serviced by the Buyer. Seller's full cooperation obligations shall include at a minimum a letter of introduction for Buyer for the personal lines customers.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year below written.

**INSURE ONE INDEPENDENT  
INSURANCE AGENCIES, INC.**

**YELLOW KEY INSURANCE AGENCY, INC.,  
a Missouri corporation.**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**GREENBERG INSURANCE AGENCY, INC.,  
a Missouri corporation.**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_