



03-06-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

REI 102026772

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

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

1. Name of conveying party(ies): **STI Credit Corporation (formerly SunTrust Banks, Inc.)** *3.6.02*

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: **Textron Financial Corporation**
 Internal Address: _____
 Address: _____
 Street Address: **40 Westminster Street**
 City: **Providence** State: **RI** Zip: **02940**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 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 **Asset Purchase Agreement**
 Execution Date: **5/31/2001**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **78/047,872**

B. Trademark Registration No.(s) **2,335,358**

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Paul F. McQuade**
 Internal Address: **Greenberg Traurig, LLP**
1750 Tysons Boulevard, Suite 1200
McLean, VA 22102
 Street Address: **1750 Tysons Boulevard**
Suite 1200
 City: **McLean** State: **VA** Zip: **22102**

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:
50-0653
 (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.

Paul F. McQuade *Paul F. McQuade* **03.06.02**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **34**

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

03/20/2002 AAHMED1 00000101 500653 78047872

01 FC:481 40.00 CH

02 FC:482 25.00 CH

TRADEMARK REEL: 002465 FRAME: 0215

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of May 31, 2001, by and among Textron Financial Corporation, a Delaware corporation ("Buyer"), STI Credit Corporation, a Nevada corporation ("Seller") and, solely as to the provisions and obligations set forth in Article 8 and Section 9.8, SunTrust Bank, a bank chartered under the laws of the State of Georgia ("Parent").

RECITALS

WHEREAS, Seller is engaged in, among other things, the business of originating commercial business loans and, in connection therewith, maintains a portfolio of secured and unsecured commercial business loans and leases (the "Loan Portfolio"); and

WHEREAS, Buyer desires to acquire the Loan Portfolio and Seller's properties, assets and rights which are used in, derived from or necessary to the business of carrying on commercial activities related to the Loan Portfolio (the "Business"), and Seller is willing to sell such Loan Portfolio and Business to Buyer; and

WHEREAS, Seller is also engaged in, among other things, the business of originating commercial leases and, in connection therewith, maintains a portfolio of commercial leases (the "Commercial Lease Portfolio"), which portfolio Seller intends to retain.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and subject to the terms and conditions stated hereinafter, the parties agree as follows:

ARTICLE 1 PURCHASE OF ASSETS

1.1 Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined hereinafter), Seller shall sell, convey and assign to Buyer, free and clear of all liens, claims, encumbrances and rights of others, all assets of every kind and nature, real, personal, or mixed, tangible or intangible, used in, derived from, or necessary to, the Business or the Loan Portfolio, including, in the case of leased assets, Seller's leasehold interest in such assets (the "Assets"), except for those assets which otherwise would be included within the scope of the term "Assets," but which are specifically identified in Section 1.2 below as "Excluded Assets." The Assets include, without limitation, the following (except for the Excluded Assets), to the extent used in, derived from, or necessary to the Business or the Loan Portfolio:

(a) Loans. All loans, financing arrangements in the form of equipment leases, promissory notes, advances, guarantees, commitments or other extensions of credit owned by Seller as of the Closing Date (as defined hereinafter), as listed on Schedule 1.1(a), together with all accrued but unpaid interest and fees thereon and all security interests, mortgages, guaranties, collateral and recourse arrangements related thereto ("Loans");

(b) Contract Rights, Etc. All rights of Seller under all contracts, commitments, agreements, leases, licenses and permits of Seller or to which any of its assets are subject, as listed or summarized on Schedule 1.1(b) (the "Assigned Contracts");

(c) Intangibles. The service marks, trademarks, trade names, patents, copyrights and other intangible assets used or useful in the operation of the Business, and any registrations and applications for registration of any such intangible assets, as listed on Schedule 1.1(c) (the "Intellectual Property");

(d) Equipment and Software. All furniture, fixtures, and equipment (including computer equipment and computer software) used in the Business ("Equipment") and listed on Schedule 1.1(d), together with any replacements, improvements and additions thereto made between the date hereof and the Closing Date, less any dispositions thereof made between the date hereof and the Closing Date in the ordinary course of business and in accordance with past practice;

(e) Real Property. All of Seller's right, title and interest in and to the real property leased by Seller and described on Schedule 1.1(e) (the "Leased Real Property");

(f) Records. All business records of Seller including, but not limited to, Loan files, financial records, personnel files, call logs and equipment warranties, relating to or used in the operation of the Business or necessary to show compliance with any law or regulation applicable to the Business and not pertaining solely to Seller's corporate affairs;

(g) Marketing Data and Promotional Material. All of Seller's records and other data relating to marketing and loan origination solicitations by Seller and all advertising and promotional materials used in relation to the Loans or the Business;

(h) Bank Accounts. The following bank accounts of Seller at Parent: 88015987000, 8800536305 and 8800539135, it being understood that such accounts will have a zero balance on the Closing Date;

(i) Other Assets. The other assets of Seller listed under "Other Assets" on Exhibit A that have not been adjusted to a zero balance; and

(j) Other Rights. All other rights of Seller relating exclusively to the Business, including, but not limited to, all claims, causes of action, choses in action, rights of

recovery and rights of set-off of any kind relating to the Loans or the conduct of the Business after the Closing.

Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed to constitute an agreement to assign any Assigned Contract or other Asset or any right or privilege arising thereunder if an attempted assignment thereof, without the consent of the other party or parties thereto, would constitute a breach thereof or in any way adversely affect the rights of Buyer thereunder. Seller shall use its best efforts to obtain any consents or waivers required to assign to Buyer all rights, benefits and interests under each Asset that requires the consent of a third party, without any conditions to such transfer or changes or modifications of terms thereunder, in a manner to permit the Business to be conducted following the Closing as currently conducted, and Buyer shall cooperate with Seller in such efforts. If any such necessary consent has not been obtained by the Closing, or if an attempted assignment thereof would otherwise be ineffective so that Buyer would not receive the benefit of all of Seller's rights thereunder, and if Buyer has elected to proceed with the consummation of the transactions contemplated hereby despite the absence of such consent and/or assignment, Seller will provide for Buyer, at the sole cost and expense of Seller, any arrangement mutually agreed to by Buyer and Seller intended to provide for Buyer all of the benefits of Seller's rights thereunder, including, but not limited to, entering into a subcontract on the same terms and conditions as the underlying contract or bringing appropriate legal action seeking to enforce for the benefit of Buyer any and all rights of Seller against the other party or parties to such Assigned Contract or other Assets.

1.2 Excluded Assets. The parties agree that the following assets shall be "Excluded Assets" and shall not be among the Assets purchased pursuant to this Agreement:

- (a) Seller's cash, cash equivalents and marketable securities on hand or in banks;
- (b) all contracts listed on Schedule 1.2(b);
- (c) Seller's company name, minute books, charter documents, stock books, tax records and such other internal books and records as pertain to the organization, existence or capitalization of Seller;
- (d) Seller's insurance policies and all insurance proceeds and insurance claims of Seller;
- (e) all claims, rights, and interest in and to any refunds of federal, state or local taxes for transactions and periods prior to the Closing Date;
- (f) the other assets listed under "Other Assets" on Exhibit A that have been adjusted to a zero balance;

(g) the Commercial Lease Portfolio and all of Seller's assets used exclusively in connection therewith;

(h) any charged off Loans, pursuant to Section 4.8 or otherwise, and repossessed assets; and

(i) the Internet domain name "suntrustcredit.com."

1.3 Purchase Price.

(a) The aggregate purchase price for the Assets (the "Purchase Price") shall be the sum of (i) the book value of the Loans on the Final Closing Statement (as defined below) without reduction for any allowance for losses, (ii) the book value of the Equipment and other Assets as provided in the Adjusted Balance column on the Final Closing Statement, and (iii) a premium of \$6,700,000, reduced by: (i) a loan loss reserve adjustment equal to 4.90% of the book value of the Loans on the Final Closing Statement; (ii) an amount equal to the Escrow Liability (as defined below); (iii) an amount equal to the Customer Holdbacks (as defined below); and (iv) an amount equal to the liability for other liabilities as provided in the Adjusted Balance column on the Final Closing Statement assumed by Buyer.

(b) The Purchase Price will be calculated by Seller on a preliminary basis (the "Estimated Purchase Price") at Closing based on Seller's statement of assets and liabilities attached as Exhibit A (the "Preliminary Closing Statement"). The Estimated Purchase Price is subject to post-Closing adjustment as provided in Section 1.3(d) based upon the Final Closing Statement.

(c) On the next business day following the Closing Date, Buyer will wire transfer to an account designated by Seller in writing at least two (2) business days prior to Closing the aggregate amount of the Estimated Purchase Price.

(d) Not later than sixty (60) days following the Closing, Seller shall cause to be prepared a statement of assets and liabilities as of the Closing Date (the "Final Closing Statement") prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied and on a basis consistent with the preparation of the Preliminary Closing Statement, and Seller shall calculate the Purchase Price based upon the Final Closing Statement. During this 60-day period, Seller, and its agents, shall be given on-site access at Buyer's Little Rock, Arkansas location during normal work hours to review Buyer's general ledger and Buyer's accounting and financial records pertaining to the purchase of the Assets and the Loan Portfolio in order to verify and substantiate the Purchase Price. Buyer shall provide Seller with such assistance as may be requested by Seller in connection with the preparation of the Final Closing Statement. Buyer, if it disputes the calculation of the Purchase Price or the Final Closing Statement, shall so notify Seller in writing within thirty (30) days after receipt of the Final Closing Statement and Purchase Price computation, which notice shall specify in

reasonable detail each adjustment proposed by Buyer. If Buyer does not so notify Seller, then the Purchase Price shall be as set forth on Seller's computation. If Buyer gives notice of any proposed adjustments during the thirty (30)-day period following the date of such notice, Seller and Buyer shall attempt to resolve the appropriateness of such proposed adjustments. If at the end of such thirty (30)-day period Seller and Buyer shall have failed to reach a written agreement with respect to all such proposed adjustments (excluding those described in the preceding sentence), the proposed adjustments remaining in dispute shall be referred to an accounting firm mutually acceptable to Buyer and Seller (the "Accounting Firm"), which shall determine and report upon the disputed items within thirty (30) days and such report shall be final, binding and conclusive on the parties. The adjustments so determined by written agreement of Seller and Buyer or the Accounting Firm, as the case may be, shall be reflected in the Purchase Price. The date that the Purchase Price is finally determined is the "Adjustment Date." The costs of the Accounting Firm shall be allocated among the parties in the same proportion that the aggregate dollar amount of the items unsuccessfully disputed by each party bears to the total dollar amount of the items disputed.

(e) If the Purchase Price exceeds the Estimated Purchase Price, Buyer shall pay such excess, together with interest thereon compounded daily from the Closing Date to the date such excess is paid at a fluctuating rate per annum which at all times shall be equal to the Federal Funds rate as in effect from time to time, within seven (7) days after the Adjustment Date, by wire transfer of immediately available funds to such bank account in the United States as Seller shall designate in the amount of such excess. If the Estimated Purchase Price exceeds the Purchase Price, Seller shall pay such excess, together with interest thereon compounded daily from the Closing Date to the date such excess is paid at a fluctuating rate per annum which at all times shall be equal to the Federal Funds rate as in effect from time to time, within seven (7) days after the Adjustment Date, by wire transfer of immediately available funds to such bank account in the United States as Buyer shall designate in the amount of such excess.

1.4 Assumed Liabilities. At the Closing, Buyer shall assume and shall thereafter perform or pay:

(a) all obligations arising out of events which occur after the Closing under the Assigned Contracts, the Loan Portfolio and the real property leases listed on Schedules 1.1(b) and 1.1(e);

(b) all property taxes collected by Seller and held in escrow as of the Closing Date (the "Escrow Liability");

(c) all other liabilities as provided in the Adjusted Balance column on the Final Closing Statement;

(d) all customer holdbacks of Seller and deferred interest relating to possible liability to franchisors (the "Customer Holdbacks"); and

(e) all obligations and expenses arising from the operation of the Business by Buyer from and after the Closing.

The liabilities and obligations of Seller to be assumed pursuant to this Section 1.4 are referred to herein as the "Assumed Liabilities."

1.5 No Other Debts, Obligations or Liabilities Assumed. Except as expressly set forth in Section 1.4 herein regarding obligations assumed by Buyer, Buyer does not assume and shall not be liable for any of the debts, obligations or liabilities of Seller of any nature whatsoever (collectively, the "Excluded Liabilities"), whether or not any of the same has been disclosed to Buyer. In particular, but without limiting the foregoing, and notwithstanding anything to the contrary, Buyer does not assume, and shall not be deemed to have assumed:

(a) any liability of Seller or any affiliate of Seller for any taxes imposed on Seller or an affiliate of Seller or arising from the operations of the Business on or before the Closing, or for any tax reporting requirement arising from the operations of the Business on or before the Closing;

(b) any litigation or liability resulting from, arising out of or relating to any event which occurs prior to Closing;

(c) any indebtedness or other liability or obligation of Seller for borrowed money;

(d) any obligation of Seller incurred in respect of employees or consultants of Seller up to and including the Closing Date, including, without limitation, any obligations in respect of: (i) severance pay or arrangements; (ii) workers compensation; (iii) wrongful termination; (iv) discrimination; (v) indemnification obligations; or (vi) employee benefit plans or arrangements; and

(e) any liability for commissions, bonuses or other incentives payable by Seller with respect to events occurring prior to Closing.

1.6 The Closing.

(a) The closing (the "Closing") of the purchase and sale of the Assets hereunder shall take place at 10:00 a.m. (local time) on the later of May 31, 2001 or the next business day following the day on which all conditions to the obligations of the parties to consummate the transactions contemplated by this Agreement have been satisfied or waived (other than conditions with respect to actions the respective parties will take at the Closing itself) (the "Closing Date"), subject to the termination rights of the parties set forth in Article 7 hereof, at the offices of Muldoon Murphy & Faucette LLP, Washington, DC or at such other time, date

and place as the parties hereto may agree. The effective time of the Closing shall be 11:59 p.m. on the Closing Date.

(b) At the Closing,

(i) Seller will execute, acknowledge (if appropriate) and deliver to Buyer such instruments of sale, transfer, conveyance and assignment as Buyer and its counsel may reasonably request, including but not limited to a power of attorney authorizing Buyer to execute lien releases, effect title transfers or corrections and other customary servicing functions (the "Conveyance Documents"), and the various other certificates, instruments and documents referred to in Article 5 below;

(ii) Buyer will execute, acknowledge (if appropriate) and deliver to Seller such instruments of assumption as Seller and its counsel may reasonably request (the "Buyer Documents") and the various other certificates, instruments and documents referred to in Article 6 below;

(iii) Buyer will deliver to Seller the consideration specified in Section 1.3 above; and

(iv) Seller will deliver to Buyer physical possession of all tangible Assets.

(c) Each party agrees that it will, at any time and from time to time after the Closing Date, upon reasonable request of the other party, but in no case longer than five (5) business days, do, execute, perform, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assumptions, and assurances as may be reasonably required for the better assigning, transferring, granting, conveying, assuming, assuring and confirming to such other party, or its successors and assigns, any of the assets, property or liabilities to be assigned to or retained by such party as provided herein.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants that:

2.1 Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Nevada, with requisite corporate power to own and operate its assets and properties and to carry on its business as now being conducted. Seller is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which the property owned, leased or operated by it or the

nature of the business conducted by it makes such qualification necessary, except where such failure would not have a material adverse effect on the Assets or the Business.

2.2 Authorization. The execution, delivery and performance by Seller of this Agreement and the Conveyance Documents are within the corporate power of Seller, have been duly authorized by all necessary corporate action of Seller and do not contravene or constitute a default under any provision of the certificate of incorporation or bylaws of Seller. Except for receipt of the third party and governmental consents specified in Schedule 2.2 (the "Required Approvals"), the execution, delivery and performance by Seller of the transactions contemplated by this Agreement and the Conveyance Documents require no action by or in respect of, filing with, or consent of, any governmental body, agency or official, or any nongovernmental third party, where the failure to take such action or to make any such filing would, individually or in the aggregate, materially interfere with or impair the lawful consummation of the transactions contemplated hereby, the effective transfer of the Assets or the operation of the Business by Buyer after the Closing substantially in the same manner as heretofore conducted by Seller. This Agreement has been duly executed and delivered by Seller, and the Conveyance Documents upon execution and delivery will be duly executed and delivered by Seller, and each of such agreements and documents constitutes and will constitute valid and binding obligations of Seller, enforceable against it in accordance with its terms.

2.3 Absence of Restrictions. Seller is not subject to any provision of any charter, bylaw, mortgage, lease, indenture, agreement, instrument, order, judgment or decree which prohibits the execution or delivery of this Agreement or the Conveyance Documents by Seller, or which could prevent or materially impair the consummation of the transactions contemplated hereunder or which prevents or materially adversely affects compliance by Seller with the terms, conditions and provisions hereof or thereof. The execution and delivery of this Agreement and the Conveyance Documents by Seller and the performance by Seller of its obligations hereunder and thereunder do not and will not contravene, constitute a default under, or give rise to or result in any right of termination, cancellation or acceleration or in the creation of any lien, claim, encumbrance, or right of any third party under, any provision of any applicable law, regulation, ordinance or other legal requirement or any contract, judgment, injunction, order, decree or other instrument to which Seller is a party or by which it is bound or to which any Asset is subject.

2.4 Financial Statements. Exhibit A contains the unaudited balance sheet of Seller as of April 30, 2001 (the "Most Recent Balance Sheet") excluding the Commercial Leasing Portfolio and goodwill. The Most Recent Balance Sheet was prepared in accordance with the books and records of Seller, has been prepared in accordance with GAAP consistently applied and fairly presents the financial condition of Seller as at the date therein specified, except that the Most Recent Balance Sheet does not include footnotes and is subject to normal adjustments. All Assets that are either material or that would be required to be recorded on the books and records of Seller in accordance with GAAP and Seller's past accounting practices are set forth in the Most Recent Balance Sheet. All Assumed Liabilities that are material or that would be required

to be recorded on the books and records of Seller in accordance with GAAP and Seller's past accounting practices are set forth in the Most Recent Balance Sheet.

2.5 Absence of Certain Changes or Events. Since the date of the Most Recent Balance Sheet, and except as specified in Schedule 2.5, Seller has not with respect to the Loan Portfolio or the Business: (a) undergone any materially adverse change in its financial condition, properties, assets, liabilities, business, operations or prospects; (b) mortgaged, pledged or subjected to any lien, lease, security interest, encumbrance or other restriction any of the Assets; (c) acquired or disposed of any interest in any material asset or material property; (d) suffered any damage, destruction or loss (whether or not covered by insurance) which adversely affects its condition (financial or other), properties, assets, business, operations or prospects; or (e) without limiting the generality of any of the foregoing, entered into any transaction except within the ordinary and usual course of its business and consistent with its past practice.

2.6 Insurance. Seller is presently insured for amounts deemed reasonable by management. All of the insurance policies and bonds covering Seller and the Business are in full force and effect, but may be terminated or modified on the day after the Closing Date. Buyer is not relying on Seller's insurance after the Closing Date.

2.7 Real Property and Leases. Seller does not own any interest in real property related to the operation of the Business. Each lease or sublease with respect to the Leased Real Property is in full force and effect and Seller holds a valid and existing leasehold interest under each such lease and sublease. Seller is not in default, and no circumstances exist which, if unremedied, would, either with or without notice or the passage of time or both, result in a default, under any of such leases or subleases; nor, to the best knowledge of Seller, is any other party to any of such leases or subleases in default thereunder. Seller, to its best knowledge, is in material compliance with all applicable federal, state, county or local laws, ordinances, regulations, statutes, consent decrees, orders and other requirements of all governmental regulatory or administrative agencies relating to, which impose liability for, or which establish standards of conduct concerning, the preservation of environmentally sensitive areas or the manufacture, processing, generation, distribution, use, treatment, storage, discharge, emission, release, disposal, cleanup, transport or handling of substances or materials. To the best knowledge of Seller, without investigation, there is no proceeding or inquiry by any governmental authority or nongovernmental entity or person pending or threatened with respect to the presence of hazardous or toxic wastes, substances or materials about, on, at, under or within any of the Leased Real Property. To the best knowledge of Seller, none of the following is present about, on, at, under or within any of the Leased Real Property: (a) asbestos; (b) fuel, oil or gasoline storage tanks; or (c) substance or material that requires investigation, remediation or cleanup under any applicable law, rule or regulation.

2.8 Title and Condition. Except as set forth on Schedule 2.8, Seller is the lawful owner of each of the Assets, free and clear of any lien, security interest, mortgage, charge, pledge, claim, condition, restriction, prior assignment, option or other similar encumbrance of

any nature whatsoever ("Lien") upon any of the Assets. Seller has the right and power to and shall convey to Buyer good and marketable title to each of the Assets free and clear of any Lien whatsoever, except to the extent specified on Schedule 2.8.

2.9 Intellectual Property.

(a) Seller owns or licenses sufficient right, title and interest to all Intellectual Property necessary for the conduct of the Business as presently conducted. There are no claims, demands or proceedings pending or, to the knowledge of Seller, threatened that pertain to or challenge the legality, validity, enforceability or right of Seller to use the Intellectual Property. Seller does not know of any third party that has infringed on any of Seller's rights to the Intellectual Property.

(b) Schedule 2.9(b) identifies all patents, trademarks, trade names, service marks and copyrights, and all pending registration applications therefor, owned by Seller or which Seller is licensed to use in connection with the Business.

(c) Schedule 2.9(c) lists all licenses, agreements and royalty arrangements pursuant to which Seller is entitled to make use of Intellectual Property or has granted, or has the obligation to grant, to a third party the right to use Intellectual Property.

(d) To the best knowledge of Seller, the Business is being carried on without conflicts with or infringement of patents, patent applications, licenses, copyrights, trade secrets, trademarks, or other intellectual property rights of others other than conflicts which would not have a material adverse effect on the Business after the Closing. To the best knowledge of Seller, there are no claims alleging such a conflict or infringement and there are no such conflicts or infringements currently pending. To the best knowledge of Seller, the consummation of the transactions contemplated by this Agreement will not alter or impair any Intellectual Property rights.

2.10 Contracts. Set forth on Schedule 1.1(b) is a list of all Assigned Contracts. All Assigned Contracts have been validly entered into, are valid and binding and are enforceable in accordance with the terms thereof. All Assigned Contracts have been entered into in the ordinary course of business and relate to the Business. No default (or event or condition which, upon notice, passage of time or both, would become a default) currently exists with respect to any of the Assigned Contracts. The Assigned Contracts include all contracts which are material to the Business as presently conducted. Schedule 1.1(b) identifies all of the Assigned Contracts that require the consent of a third party to the assignment of such contract to Buyer.

2.11 Employees. Seller has previously provided to Buyer an accurate and complete list of all of the employees of Seller involved in the Business, each such employee's title or capacity in which employed and the basis for each of such employee's compensation. With respect to employees of Seller involved with the Business: (a) there are no strikes,

arbitrations, grievances, other labor disputes or union organizational drives pending or to the best of Seller's knowledge threatened; (b) to Seller's best knowledge, Seller has complied in all respects with all applicable laws, rules and regulations relating to employment, including without limitation, those laws, rules and regulations relating to collective bargaining, wages, hours and age, race, sex and other forms of discrimination; (c) Seller is not party to any union, collective bargaining or other similar agreements; (d) Seller has paid in full all wages, salaries, commissions which have been earned in accordance with Seller's commission policy, bonuses and other compensation (including severance pay and vacation benefits) for all services performed by its employees up to and including the Closing Date. Seller is not a party to any employment agreement with any person involved with the Business, except agreements which are not part of Assigned Contracts.

2.12 Transactions with Certain Persons. No current or former director, officer, employee or shareholder of Seller or any of its affiliates has any interest in any property, real or personal, tangible or intangible, used in or pertaining to the Business or any indebtedness to or any claim against Seller related to the Business, and there have been no transactions between Seller and any current or former director, officer, employee or shareholder of Seller or its affiliates related to the Business except normal employment consistent with the disclosures in the Schedules to this Agreement.

2.13 Litigation. There is no Litigation (as defined below) pending or, to the best knowledge of Seller, threatened against or involving Seller which, individually or in the aggregate, has had or could have a material adverse effect on the Business or which challenges the validity of this Agreement or any action taken or to be taken by Seller pursuant to this Agreement or in connection with the transactions contemplated hereby, and Seller knows of no basis for any such Litigation. "Litigation" means any suit action, arbitration, claim, complaint, criminal prosecution, investigation, demand letter, or governmental or other administrative proceeding, whether at law or at equity, before any federal, state, local or foreign court, tribunal or agency or before any arbitrator. Seller is not subject to any judgment, order or decree entered in any lawsuit or proceeding which has had or could result in fines, penalties, costs or expenses to Seller or could have a material adverse effect on the Business.

2.14 Taxes and Other Payments. Seller has duly filed all tax reports and returns required to be filed by it and has duly paid all taxes due or claimed to be owed by it by federal, state or local taxing authorities that relate to the Business (including, without limitation, sales taxes, employee withholding taxes and unemployment insurance taxes). There are no Liens (whether recorded, unrecorded, or arising under operation of law) upon any of the Assets for unpaid taxes.

2.15 Compliance with Laws. Seller is in compliance in all material respects with all applicable federal, state, local or foreign laws, regulations, ordinances, statutes and orders and any other requirements of any governmental, regulatory or administrative agency or authority or court or other tribunal relating to the Business except where noncompliance would

not have a material adverse effect on the Business. To the best knowledge of Seller, Seller is not now under investigation with respect to any alleged violation of any law, regulation, order or requirement relating to any of the foregoing.

2.16 Licenses and Permits. Except where such failure would not have a material adverse effect on the Assets or the Business, Seller has all permits, licenses, certificates of authority, orders and government approvals that are required in order to permit it to carry on the Business, and all such permits, licenses, certificates of authority, orders and government approvals are in full force and effect and no suspension, revocation or cancellation of any of them is pending or threatened.

2.17 Loans and Loan Documents.

(a) Each Loan constitutes a valid, binding, non-cancelable and enforceable payment obligation of the maker or Obligor (together with any guarantor, the "Obligor") in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies. All parties to each Loan had legal capacity and authority to execute the Loan documents and all Loan documents have been duly and properly executed by such parties.

(b) Each Loan was originated by Seller in the ordinary course of business or, in the case of any Loan purchased by Seller, was acquired by Seller for proper consideration and on arm's length terms and was validly assigned to Seller by the originator of such Loan without recourse.

(c) Each Loan complies with, and was originated in accordance with, all requirements of applicable federal, state and local laws and regulations, including, without limitation, the Truth in Lending Act of 1968, as amended, the Fair Credit Reporting Act and usury, equal credit opportunity and disclosure laws except where noncompliance would not have a material adverse effect on the ability to realize the full value of such Loan.

(d) Seller has good title to, and is the sole owner of, each Loan and any related equipment that is the subject of a Loan that is in the form of an equipment lease, free of all Liens.

(e) No person (other than Seller) has a participation in or other right to receive scheduled payments under any Loan, and Seller has not taken any action to convey any right to any person that would result in such person having a right to scheduled payments received with respect to any Loan.

(f) To Seller's best knowledge, each Loan was originated or acquired by Seller without any fraud or material misrepresentation on the part of Seller.

(g) Where a perfected security interest in favor of Seller in the personal and real property held as collateral for a Loan is required under the credit approval for a Loan, Seller's Lien position does not vary in any material respect from the Lien position required under such credit approval. For each of the Loans, a first priority perfected security interest in favor of Seller exists in all collateral material to the respective loan, unless otherwise specified in the Loan file.

(h) There exists a Loan file pertaining to each Loan, and such Loan file contains a true and complete copy of all agreements, arrangements, understandings and documents entered into in connection with such Loan, including, as applicable, loan and security agreements, promissory notes, recourse agreements, assignment agreements, Uniform Commercial Code filings and guarantees.

(i) Each Loan prohibits the sale, assignment or transfer of the Obligor's interest therein, the assumption of the Loan by another person in a manner that would release the Obligor thereof from the Obligor's obligation, or any sale, assignment or transfer of any related equipment with respect to each Loan that is in the form of an equipment lease, without the prior consent of the Seller, other than Loans which may (i) permit assignment to a subsidiary, corporate parent or other affiliate, (ii) permit the assignment to a third party, provided the Obligor remains liable under the Loan, or (iii) permit assignment to a third party with a credit standing (determined by Seller in accordance with its underwriting policy and practice at the time for an equivalent contract type, term and amount) equal to or better than the original Obligor.

(j) The Obligor under each Loan is required to make payments thereunder in United States dollars.

(k) No provision of any Loan has been waived, altered or modified, in any material respect, except as specified in the Loan file.

(l) No consent of any Obligor is required to assign and transfer any Loan to Buyer and each Loan is a complete and exclusive statement of the entire agreement between Seller and Obligor.

(m) There is no valid offset, right of rescission, defense, claim or counterclaim of any Obligor under any Loan, including the obligation of the Obligor to pay the unpaid principal of or interest on such Loan, and any applicable right of rescission has expired, nor will the operation of any of the terms of such Loan, or the exercise of any right thereunder, render the Loan unenforceable, in whole or in part, or subject to any right of rescission, set-off, recoupment, counterclaim or defense, including, without limitation, the defense of usury, and no such right of rescission, set-off, recoupment, counterclaim or defense has been asserted with respect thereto.

(n) Each Loan that is in the form of an equipment lease requires the Obligor to assume responsibility for payment of all expenses in connection with the maintenance and repair of the related equipment, the payment of all premiums for insurance of such equipment and the payment of all taxes (including sales and property taxes) relating to such equipment.

(o) Each Loan that is in the form of an equipment lease requires the Obligor thereunder to make all scheduled payments thereon under all circumstances and regardless of the condition or suitability of the related equipment and notwithstanding any defense, set-off or counterclaim that the Obligor may have against the manufacturer, lessor or lender (as the case may be).

(p) The terms of each Loan that is in the form of an equipment lease provide that, if the leased equipment is damaged or destroyed, the Obligor is required either (i) to repair such equipment, (ii) to make a termination payment to the lessor in an amount not less than the sum of all unpaid scheduled payments through the end of the term of the Loan or the principal amount then outstanding plus accrued interest thereon, as appropriate (except some may be discounted at a rate set forth in the Loan documents) or (iii) in some cases, to replace such damaged or destroyed equipment with other equipment of comparable use and value.

(q) With respect to each Loan that is in the form of an equipment lease, each Obligor has accepted the related equipment and has had reasonable opportunity to inspect and test such equipment.

(r) For each Loan, the following information is set forth on Schedule 1.1(a) as of May 31, 2001: (i) the contract number assigned to such Loan; (ii) the name of the party obligated to make debt service payments; (iii) the billing address of the Obligor as reflected in the records of Seller; (iv) the principal amount of the Loan; (v) the amount of debt service payments with respect thereto; (vi) the date the related loan agreement commenced and terminates; and (vii) the interest rate and scheduled maturity thereof.

2.18 Brokerage Fees. Except for Keefe, Bruyette & Woods, Inc., whose fees will be the sole responsibility of Seller, Seller has not engaged or otherwise involved any broker, finder or similar intermediary in the negotiations of this Agreement or in the transactions contemplated hereby.

2.19 Employee Benefit Plans. Seller does not maintain any (a) nonqualified deferred compensation or retirement plan or arrangement, (b) qualified defined contribution retirement plan which is an employee pension benefit plan within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (c) qualified defined benefit retirement plan which is an employee pension benefit plan within the meaning of Section 3(2) of ERISA, or (d) employee welfare benefit plan within the meaning of Section 3(1) of ERISA.

2.20 Copies of Documents. Seller has delivered to Buyer true and correct copies of all documents listed on all Schedules to this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants the following:

3.1 Legal Status. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Authorization. The execution, delivery and performance by Buyer of this Agreement and the Buyer Documents are within the corporate power of Buyer, have been duly authorized by all necessary corporate action of Buyer and do not contravene or constitute a default under any provision of the certificate of incorporation or bylaws of Buyer. The execution, delivery and performance by Buyer of the transactions contemplated by this Agreement and the Buyer Documents constitute dealing in the ordinary course of Buyer's business and require no action by or in respect of, or filing with, or consent by any governmental body, agency or official, or any nongovernmental third party, where the failure to take such action or to make any such filing would, individually or in the aggregate, materially interfere with or impair the lawful consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer, and the Buyer Documents upon execution and delivery will be duly executed and delivered by Buyer, and each of such agreements and documents constitutes and will constitute valid and binding obligations of Buyer, enforceable against it in accordance with its terms.

3.3 Absence of Restrictions. Buyer is not subject to any provision of any charter, bylaw, mortgage, lease, indenture, agreement, instrument, order, judgment or decree which prohibits the execution or delivery of this Agreement or the Buyer Documents by Buyer, or which could prevent or materially impair the consummation of the transactions contemplated hereunder or which prevents or materially adversely affects compliance by Buyer with the terms, conditions and provision hereof or thereof. The execution and delivery of this Agreement and the Buyer Documents by Buyer and the performance by Buyer of its obligations hereunder and thereunder do not and will not contravene, constitute a default under, or give rise to or result in any right of termination, cancellation or acceleration or in the creation of any lien, claim, encumbrance, or right of any third party under, any provisions of any applicable law, regulation, ordinance or other legal requirement or any contract, judgment, injunction, order, decree or other instrument to which Buyer is a party or by which Buyer is bound.

3.4 Litigation. There is no Litigation pending or, to the best knowledge of Buyer, threatened against or involving Buyer, which questions or challenges the validity of this Agreement or any action taken or to be taken by Buyer pursuant to this Agreement or in

connection with the transactions contemplated hereby; and, Buyer does not know or have any reason to know of any reasonable basis for any such action, proceeding or investigation.

3.5 **Brokerage Fees.** Buyer has not engaged or otherwise involved any broker, finder, or similar intermediary in the negotiation of this Agreement or in the transactions contemplated hereby.

3.6 **Financing.** Buyer has available, and on the Closing Date will have available, sufficient funds, available lines of credit and other sources of immediately available funds to enable it to pay the Purchase Price and otherwise consummate the transactions contemplated by this Agreement on the terms and conditions set forth herein.

ARTICLE 4 PRE-CLOSING COVENANTS

4.1 **Conduct of Business.** From the date hereof until the Closing, Seller will conduct the Business in the ordinary course and in a manner consistent with past practices of Seller and use its reasonable best efforts to keep available the services of its current officers and employees and preserve its relationships with its customers, suppliers, brokers, vendors, dealers and others having business dealings with Seller. Without limiting the generality of the foregoing, prior to the Closing, Seller shall not (with respect to the Business), without the prior written consent of Buyer:

- (a) sell, transfer or otherwise dispose of any of the Assets, except in the ordinary course business and consistent with past practice or pursuant to contracts entered into prior the date hereof;
- (b) mortgage, pledge, encumber or permit to exist any Lien on any of the Assets;
- (c) enter into any contract or commitment except in the ordinary course of business and consistent with past practice;
- (d) amend or modify any of the Assigned Contracts;
- (e) cancel or waive any claims or rights which individually or in the aggregate are material to the Business;
- (f) enter into or adopt any, or amend any existing, severance plan or change in control agreement, except as required by applicable law;

(g) increase the compensation payable or to become payable to its officers or employees (except for increases in salaries or wages of employees in the ordinary course of business and consistent with past practice);

(h) change its method of accounting, unless required by GAAP;

(i) make any Loan which is in an amount greater than \$50,000;

(j) alter the manner of keeping books, records or account; or

(k) agree to do any of the foregoing.

From the date hereof to the Closing, Seller shall consult on a regular basis with Buyer with respect to all operating decisions which would reasonably be expected to result in a material change in the Assets or the operation of the Business.

4.2 No Solicitation. From the date hereof and until Closing or the termination of this Agreement in accordance with its terms, neither Seller nor its affiliates will solicit, initiate or encourage submission of proposals or offers from any other person, entity or group relating to any sale, lease, exchange or transfer any substantial part of the Assets or the Business, with any party other than Buyer.

4.3 Current Information. During the period from the date of this Agreement through the Closing Date, Seller will promptly furnish Buyer with any proposed supplements or amendments to the Schedules with respect to any matter hereafter arising which, if existing or occurring at or prior to the date of this Agreement, would have been required to be set forth or described in the Schedules (as proposed to be supplemented or amended) or which is necessary to correct any information in the Schedules or in any representation and warranty of Seller which has become incomplete or inaccurate in any material respect.

4.4 Access to Information. Seller shall afford to the accountants, counsel, financial advisors and other representatives of Buyer reasonable access to, and permit them to make such inspections as they may reasonably require of, during normal business hours during the period from the date of this Agreement through the Closing Date, all properties, books, contracts, commitments and records (including, without limitation, the work papers of independent accountants, if available and subject to the consent of such independent accountants) of Seller. During such period, Seller shall furnish promptly to Buyer all information concerning the business, properties and personnel of Seller as Buyer may reasonably request.

4.5 Reasonable Efforts.

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the parties agrees to use reasonable efforts to take, or cause to be taken, all

actions, and to do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including, but not limited to: (i) the obtaining of all necessary actions or non-actions, waivers, consents and approvals from all governmental entities and the making of all necessary registrations and filings (including filings with governmental entities) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any governmental entity, (ii) the obtaining of all necessary consents, approvals or waivers from third parties, (iii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby, including seeking to have any stay or temporary restraining order entered by any court or other governmental entity vacated or reversed and (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement. None of the parties shall consent to any voluntary delay of the consummation of the transactions contemplated hereby at the behest of any governmental entity without the consent of the other party, which consent shall not be unreasonably withheld.

(b) Each of the parties shall use all reasonable efforts to not take any action, or enter into any transaction, which would cause any of the representations or warranties of such party contained in this Agreement to be untrue or would result in a breach of any covenant made by it in this Agreement.

4.6 Public Announcements. None of the parties (including any affiliates of the parties) will issue any press release with respect to the transactions contemplated by this Agreement or otherwise issue any written public statements with respect to such transactions without prior consultation with the other party, except as may be required by applicable law or by obligations pursuant to any listing agreement with any national securities exchange. Notwithstanding the foregoing, each party shall have the right to issue a press release regarding the transactions contemplated hereby upon the signing of this Agreement and upon the Closing; provided, however, that each party will notify the other if it intends to issue such a press release and provide the other party with the text of the press release and reasonable opportunity to comment in advance of its release to the public.

4.7 Notification of Certain Matters. Buyer shall use its reasonable efforts to give prompt notice to Seller, and Seller shall use its reasonable efforts to give prompt notice to Buyer, of: (a) the occurrence or non-occurrence of any event of which any of them is aware that would be reasonably likely to cause (i) any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect or (ii) any covenant, condition or agreement contained in this Agreement not to be complied with or satisfied in all material respects; (b) any failure of Buyer or of Seller, as the case may be, to comply in a timely manner with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; or (c) any change or event which would be reasonably likely to have a material adverse effect on the financial condition, business or results of operations of Buyer or Seller, as

the case may be; provided, however, that the delivery of any notice pursuant to this Section 4.7 shall not limit or otherwise affect the remedies available hereunder.

4.8 Charge-Offs. During the period from the date of this Agreement to the Closing Date, Seller shall charge-off all Loans more than one hundred twenty (120) days delinquent.

4.9 NAPA. Buyer and Parent shall enter into an agreement regarding the recourse arrangement with respect to loans to NAPA franchisees.

4.10 Tax Matters. Seller shall make all necessary arrangements so that from and after the Closing Date Buyer will be able to process the collection and remittance of all property taxes with respect to Loans that are in the form of equipment leases; provided, however, that Buyer will reimburse Outsourcing Solutions Group, Inc. for the payment of any property tax bills and assessments made between January 1, 2001 and the Closing Date.

4.11 Web Site. Seller shall terminate access to the web site at suntrustcredit.com as soon as possible after execution of this Agreement, but no later than three (3) business days from the date of this Agreement.

ARTICLE 5 CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment to the satisfaction of Buyer on or before the Closing Date of each of the following conditions, subject to the right of Buyer to waive in writing any such condition:

5.1 Representations, Warranties and Covenants. All representations and warranties of Seller contained in this Agreement shall have been true when made and shall be true on and as of the Closing Date as if such representations and warranties were made on and as of the Closing Date. Seller shall have performed and complied with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

5.2 Officer's Certificate. Seller shall have furnished to Buyer a certificate dated the Closing Date, signed and verified by its President to the effect that, to the best of the knowledge and belief of such officer, after due inquiry, the conditions specified in Section 5.1 above have been satisfied.

5.3 No Violation of Statutes, Orders, etc. There shall not be in effect any statute, rule or regulation which makes it illegal for Buyer to consummate the transactions

contemplated hereby or any order, decree or judgment enjoining Buyer from consummating the transactions contemplated hereby.

5.4 Litigation. No action or proceeding before a court or any other governmental agency or body shall have been instituted and be pending to restrain or prohibit any of the transactions contemplated hereby, to seek substantial damages in respect thereto or to adversely effect Buyer's ability to own the Assets or operate the Business.

5.5 Documents. Seller shall have delivered to Buyer the Conveyance Documents.

5.6 Permits. Buyer shall have obtained all material permits, licenses and other governmental and official authorizations necessary to Buyer to continue to conduct the Business as heretofore conducted and to consummate the transactions contemplated by this Agreement.

5.7 Consents. Buyer shall have received all Required Approvals, all consents to assignment set forth in Schedule 1.1(b) and all consents to assignment of the leases for the Leased Real Property.

5.8 Legal Opinion. Seller shall have delivered to Buyer a written opinion of Seller's or Parent's in-house corporate counsel substantially in the form of Exhibit B.

5.9 Retention of Certain Officers. Buyer shall have entered into employment agreements in form and substance satisfactory to Buyer with respect to the employment by Buyer of the persons listed on Schedule 5.9.

5.10 Transition Services. Seller shall have signed and delivered to Buyer a Transition Services Agreement in form and substance reasonably satisfactory to Buyer pursuant to which Seller will provide transition services relating to the Business.

ARTICLE 6 CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment to the satisfaction of Seller on or before the Closing Date of each of the following conditions, subject to the right of Seller to waive in writing any such condition:

6.1 Representations, Warranties and Covenants. All representations and warranties of Buyer contained in this Agreement shall have been true when made and shall be true on and as of the Closing Date as if such representations and warranties were made on and as of the Closing Date. Buyer shall have performed and complied with all agreements and

covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

6.2 Officer's Certificate. Buyer shall have furnished to Seller a certificate dated the Closing Date, signed and verified by its President, Chief Operating Officer or a Vice President, to the effect that, to the best of the knowledge and belief of such officer, after due inquiry, the conditions specified in Section 6.1 above have been satisfied.

6.3 No Violation of Statutes, Orders, etc. There shall not be in effect any statute, rule or regulation which makes it illegal for Seller to consummate the transactions contemplated hereby or any order, decree or judgment which enjoins Seller from consummating the transactions contemplated hereby.

6.4 Litigation. No action or proceeding of any court or any other governmental agency or body shall have been instituted and be pending to restrain or prohibit any of the transactions contemplated hereby.

6.5 Documents. Buyer shall have executed and delivered the Buyer Documents to Seller.

6.6 Legal Opinion. Buyer shall have delivered to Seller a written opinion of Buyer's Assistant General Counsel substantially in the form of Exhibit C.

ARTICLE 7 TERMINATION

7.1 Termination. This Agreement and the transactions contemplated hereby may be terminated at any time prior to the Closing Date:

(a) Mutual Consent. By mutual written consent of Seller and Buyer;

(b) Cut-Off Date. By Seller or Buyer if the Closing shall not have occurred on or before June 30, 2001, or such other date to which Seller and Buyer shall agree in writing;

(c) Misrepresentation or Breach. By either party hereto if there has been a material misrepresentation or a material breach of a warranty or covenant herein or in any writing delivered pursuant hereto on the part of the other party that has continued without cure for a period of thirty (30) days after notice has been given by the party seeking to terminate; or

(d) Court Order. By Seller or Buyer if consummation of the transactions contemplated hereby shall violate any non-appealable final order, decree or judgment of any court or governmental body having competent jurisdiction.

7.2 Effect of Termination. If either party terminates this Agreement pursuant to Section 7.1, all rights and obligations of the parties hereunder shall terminate without any liability of any party to the other, except for any liability of any party then in breach.

ARTICLE 8 INDEMNIFICATION; SURVIVAL

8.1 Indemnity to Seller. From and after the Closing, Buyer shall indemnify, defend and hold harmless Seller and each of its officers, directors, employees, agents and shareholders against all claims, losses, liabilities, damages, deficiencies, costs and expenses, including reasonable attorneys', accountants' and expert witnesses' fees, costs and expenses of investigation, and the costs and expenses of enforcing the indemnification (hereafter individually a "Loss" and collectively "Losses") (including without limitation, Losses resulting from the defense, settlement and/or compromise of a claim and/or demand and/or assessment) incurred by Seller and/or its officers, directors, employees, agents and/or shareholders and arising out of or relating to: (i) any Assumed Liabilities; (ii) any misrepresentation or breach of any representation or warranty made by Buyer in this Agreement or in any written statement, certificate or schedule furnished by Buyer pursuant to the provisions of this Agreement; and (iii) any breach of any covenant, agreement or obligation of Buyer contained in this Agreement or any other agreement, instrument or document executed by Buyer in connection with this Agreement.

8.2 Indemnity to Buyer. Parent and Seller jointly and severally agree to indemnify, defend and hold harmless Buyer and each of its officers, directors, employees, agents and shareholders against all Losses incurred by any of them and/or any of their respective officers, directors, employees, agents and/or shareholders and arising out of or relating to: (i) all Excluded Liabilities; (ii) any misrepresentation or breach of any representation or warranty made by Seller in this Agreement or in any written statement, certificate or schedule furnished by Seller pursuant to the provisions of this Agreement; (iii) any breach of any covenant, agreement or obligation of Seller contained in this Agreement or any other agreement, instrument or document executed by Seller in connection with this Agreement; (iv) or any failure to comply with any applicable bulk sales statute or similar statute; and (v) any failure of Ohio Business Machines to perform its obligations under the Loans listed on Schedule 8.2 and the Termination Agreement, dated as of October 20, 1999, between Seller and Ohio Business Machines.

8.3 Third Party Claims.

(a) A party (the "Indemnified Party") wishing to claim indemnification under this Article 8, upon learning of any claim, action, suit, proceeding and/or investigation as

to which it is entitled to be indemnified pursuant to this Article 8, shall notify the party obligated to provide indemnification (the "Indemnifying Party") pursuant to this Article 8 in writing; provided, however, that no failure so to notify the Indemnifying Party shall relieve the Indemnifying Party of any obligation to indemnify the Indemnified Party unless and to the extent such failure so to notify materially prejudices the position of the Indemnifying Party in responding to such claim, action, suit and/or proceeding.

(b) If the facts giving rise to any indemnification provided for in this Article 8 involve any actual and/or threatened claim and/or demand by any person other than the Indemnified Party, the Indemnified Party shall tender to the Indemnifying Party the defense or prosecution of such claim and any litigation resulting therefrom. The Indemnifying Party shall be entitled to assume the defense of such claim. If the Indemnifying Party assumes the defense of such claim, the Indemnifying Party shall then take all steps reasonably necessary in the defense, prosecution or settlement of such claim or litigation and will hold the Indemnified Party harmless from and against all Losses caused by and/or arising out of any settlement thereof approved by the Indemnified Party (which approval shall not be unreasonably withheld or delayed) or any judgment in connection therewith (other than the Indemnified Party's expenses of participation in such defense, prosecution and/or settlement). If the defense or prosecution of a third party claim is assumed by the Indemnifying Party, the Indemnified Party shall be entitled, at its own expense, to participate in such settlement or defense through counsel chosen by the Indemnified Party. If the Indemnifying Party does not assume the defense of any such claim or legal proceeding resulting therefrom, the Indemnified Party may defend against such claim or legal proceeding, in such manner as it may deem appropriate, including, but not limited to, settling such claim or legal proceeding, after giving notice of the same to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate. So long as the Indemnifying Party is conducting the defense of any third party claim, neither the Indemnifying Party nor the Indemnified Party will consent to the entry of any judgement or enter into any settlement with respect to such claim without the prior written consent of the other, which consent shall not be unreasonably withheld.

8.4 Notice of Claims. The Indemnified Party shall give written notice to the Indemnifying Party of any claim for Losses for which the Indemnified Party claims a right of indemnification under this Article 8 (a "Claim Notice"). If known to the Indemnified Party, any such Claim Notice shall include (i) a summary description of the facts upon which such claim is based and shall specify the estimated amount of the Loss thereof and, (ii) the amount which is payable to the Indemnified Party pursuant to this Article 8. In connection with the Indemnifying Party's evaluation of any Claim Notice, the Indemnified Party shall, at the Indemnifying Party's expense, provide the Indemnifying Party with reasonable access to the books and records of the Indemnified Party and, subject to the implementation of reasonable procedures to protect the confidentiality of such information, supply such factual and technical information as the Indemnifying Party may reasonably require in connection with the evaluation of such Claim Notice. The failure of any Indemnified Party to promptly give any Indemnifying Party a Claim Notice shall not preclude such Indemnified Party from obtaining indemnification under this

Article 8, except to the extent that such Indemnified Party's failure has materially prejudiced the Indemnifying Party's rights or materially increased its liabilities and obligations hereunder.

8.5 Limitations on Claims for Indemnification. All claims and actions for indemnity pursuant to this Article 8 for breach of any representation or warranty or any covenant which, by its terms, is to be fully performed prior to Closing (hereinafter, "Pre-Closing Covenants") shall be asserted or maintained in writing by a party hereto on or prior to the expiration of one (1) year from the Closing Date (the "Cut-Off Date") and no party hereto shall be liable to any other party hereto with respect to such claims which are asserted after that date; provided that the Cut-Off Date for claims arising in connection with any breach of any representations or warranties contained in Section 2.14 (related to taxes) shall be the applicable statute of limitations and that there shall be no Cut-Off Date for claims arising in connection with any breach of any representations or warranties contained in Section 2.17 (related to loans).

8.6 Remedies Exclusive. The indemnification rights provided in this Section 8 shall be the sole remedy for breach of any representation, warranty or Pre-Closing Covenant contained in this Agreement.

8.7 Repurchase of Loans. In the event the Buyer notifies Seller of the breach of any representations or the inaccuracy of any warranties of Sellers contained in Section 2.17, the parties agree that, in lieu of making any indemnification payment to Buyer with respect to such breach or inaccuracy, Seller or Parent may repurchase the Loan that is the subject of the breach or inaccuracy from Buyer at an amount equal to the principal amount of the Loan as of, plus accrued interest through, the date of such repurchase.

8.8 Seller's Obligation to Pay. Notwithstanding anything to the contrary within this Article 8, Seller shall not be required to make any indemnification payments to Buyer until such Losses for which Buyer is entitled to be indemnified aggregate to total \$100,000 (the "Threshold Amount"). Once the Threshold Amount has been reached, Seller shall be obligated thereafter to make any subsequent indemnity payments due and payable, but Seller shall not be liable to Buyer, in any event or manner, for the Threshold Amount. Notwithstanding the foregoing, the Threshold Amount shall not apply to any indemnification payable by Seller to Buyer under clause (v) of Section 8.2. The maximum amount which Seller shall be obligated to pay Buyer pursuant to clause (v) of Section 8.2 with respect to the Loans listed on Schedule 8.2 shall be \$1,205,234.70 and with respect to the obligations of Ohio Business Machines under the Termination Agreement shall be \$2,042,478.14 reduced by any payments received by Buyer from Ohio Business Machines under the Termination Agreement after the Closing Date.

↑
Direct
oblig.

↑
increase
oblig.

ARTICLE 9
POST-CLOSING COVENANTS

9.1 Books and Records. Until the sixth anniversary of the Closing Date, Seller will, to the extent necessary in connection with any taxes (including without limitation the tax basis of any Assets) and, until the first anniversary of the Closing Date as to other matters relating to the Business for any period ending at or prior to the Closing, and without charge to Buyer, (a) retain and, as Buyer may reasonably request, permit Buyer and its agents to inspect, all original books and records not delivered to Buyer at Closing and (b) assist in arranging discussions with (and the calling as witnesses of) officers, directors, employees and agents of Seller and its affiliates.

9.2 Transfer Taxes. Seller and Buyer shall each pay prior to delinquency one-half of any taxes imposed by any taxing authority as a result of the transfer of any personal property or intangible property effected by this Agreement (but not any income, franchise or similar tax).

9.3 Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets in the following manner (the "Allocation"): Within thirty (30) days of the Closing Date, Buyer will provide Seller with a written proposal for allocation of the Purchase Price. If Seller does not accept such allocation, then, within fifteen (15) days of receipt of the proposed allocation by Buyer, Seller shall so notify Buyer and Buyer and Seller shall attempt to arrive at a mutually acceptable allocation. Buyer and Seller acknowledge that the Allocation will be the result of arm's length bargaining regarding the fair market value of the Assets. Seller agrees to prepare and file all income tax returns (including such forms as may be required by the Internal Revenue Code or applicable regulations) in a manner consistent with the Allocation and will not in connection with the filing of such returns make any allocation of the Purchase Price which is inconsistent with the Allocation.

9.4 Employee Benefits and Employment.

(a) Hiring of Employees. On or before the Closing Date, Seller shall prepare Schedule 9.4, which shall set forth those employees of Seller whose employment with Seller has not ended as of the Closing Date (the "Current Employees"), and shall also indicate that subset of the Current Employees who are not actively at work on the Closing Date due to a physical or mental illness or disability that entitled such employee to workers' compensation or other wage replacement benefits under a plan, policy or arrangement maintained by Seller or an affiliate of Seller (such subset being referred to herein as the "Inactive Employees"). Effective on the Closing Date immediately prior to the Closing, each of the Current Employees shall cease to be employed by Seller, and Buyer shall offer employment with Buyer to each Current Employee who is not an Inactive Employee. If an Inactive Employee becomes able and willing to return to work to perform the same services performed by such Inactive Employee prior to his or her illness or disability, Buyer may, in its sole discretion, offer such Inactive Employee employment

with Buyer. Each such employee who accepts, as of the Closing Date, such offer of employment (and each Inactive Employee upon being offered and accepting such employment) shall be referred to herein as a "New Employee." All New Employees, except for those who enter into written employment agreements with Buyer, shall be employees-at-will of Buyer.

(b) (i) Buyer's Benefit Plan. From and after the Closing Date, Buyer shall provide the New Employees with the employee benefits being provided to Buyer's own employees, subject to the terms of those employee benefit plans of Buyer. New Employees shall be treated as new employees of Buyer and shall not receive credit for service with Seller for purposes of eligibility or vesting under any of Buyer's employee benefit plans or for purposes of computing paid time off benefits (including vacation, sick leave and personal holidays). Buyer shall be liable for COBRA qualifying events occurring after the Closing Date for New Employees and their covered dependents under Buyer's group health plans.

(ii) Notice. Except as otherwise expressly provided in this Section 9.4, Seller, and effective as of the Closing Date, Buyer shall give notice to all New Employees that, except as otherwise expressly provided herein, all benefits and/or accruals previously provided under the employee benefit plans of Seller will terminate on the Closing Date and will be replaced by Buyer's employee benefits.

(c) Certain Welfare Benefits and Pay Status. Notwithstanding anything to the contrary in this Section 9.4, Seller shall retain all liabilities for employee benefits provided as of the Closing Date to the Inactive Employees.

(d) Paid Time Off. On or prior to the Closing Date, Seller shall pay all New Employees paid time off accrued prior to the Closing Date under Seller's paid time off policies.

(e) Benefit Liabilities Retained by Seller. Buyer does not assume responsibility for any employee benefit program, plan, or arrangement provided by Seller to its employees. Furthermore, (i) Seller shall retain and be responsible for the benefits of all present and former employees, other than for New Employees after the Closing Date; (ii) Seller shall retain liability for COBRA qualifying events occurring before the Closing Date; (iii) Seller shall retain liability for stock options issued by Seller or any affiliate thereof; (iv) Seller shall retain liability for amounts payable under Seller's incentive, commission, and bonus plans; (v) Seller shall retain liability for benefits due or amounts payable under Seller's paid time off policies; (vi) Seller shall retain liability for medical, disability or other benefit claims incurred by New Employees under Seller's disability or medical or other similar plans prior to the Closing Date; (vii) Seller shall retain liability for severance payments due, if any, to any Current Employees who do not become New Employees; and (viii) Seller shall retain and be responsible for benefits under Seller's 401(k) plan and pension plan for the New Employees through the Closing Date and all times prior thereto.

(f) Cooperation.

(i) With respect to all benefits for which Buyer is responsible under this Section 9.4 or otherwise provides to New Employees, Seller shall cooperate with Buyer by promptly providing the information reasonably requested by Buyer to enable Buyer to perform its obligations. Seller shall provide Buyer with such reasonable access to New Employees prior to the Closing Date as may be necessary or appropriate to enable Buyer to enroll New Employees into Buyer's employee benefit plans and otherwise fulfill its obligations under this Section 9.4.

(ii) After the Closing Date, Seller and Buyer each will cooperate with the other in providing reasonable information to the other as required for the operation of, or the preparation and submission of reports or notices required in connection with the operation of the employee benefit programs maintained by Seller or Buyer or their affiliates which covers any of the New Employees, including, without limitation, the preparation and submission of reports or notices to the Department of Labor, the Internal Revenue Service, or any other agency of the U.S. Government.

9.5 Use of Name. Buyer acknowledges and agrees that it is not acquiring any right to the name "SunTrust" or any variants thereof nor to any service marks, logos, trademarks, or trade names of SunTrust Bank, its parent and affiliates, that include the name "SunTrust" and shall not use such names in connection with its operation of the Business or otherwise. Notwithstanding the foregoing, Buyer shall have the right for six (6) months following the Closing to refer to the Business as "the business formerly known as the SunTrust Credit Corporation" or "the business formerly known as STI Credit" in connection with the use of the new name of the Business. In addition, Buyer may, for a reasonable period not exceeding the sixty (60) days following the Closing, use in connection with its operation of the Business remaining quantities of invoices, letterhead and other supplies included in the Assets. No other use of the name "SunTrust," or any variant, is permitted, except as otherwise permitted hereunder or in the Transition Services Agreement.

9.6 Mutual Assistance Regarding Taxes. Seller and Buyer will provide each other such assistance as may reasonably be required by either of them in connection with the preparation of any return for taxes, any audit or other examination by any taxing authority or any judicial or administrative proceedings related to liability for taxes (including refunds) and will each provide the other with any records or information relevant to such return, audit or examination, proceedings or determination as are in its possession or subject to its control. Such assistance shall include making employees available on a mutually convenient basis to provide additional information and explanation of any material provided pursuant hereto and shall include providing copies of any relevant tax returns of Seller. All information provided pursuant to this Section 9.6 shall be held in confidence, and not be disclosed to others for any reasons whatsoever, except to the extent that such disclosure is required in order to effect the intent of this Section 9.6 or such disclosure is required by the law. Neither Buyer nor Seller shall destroy any records related to the Business necessary for tax return preparation or support in audits or

other tax proceedings for any period up to and including the Closing without the prior written consent of the other.

9.7 **Sales Taxes.** Seller will file final sales tax returns for all sales taxes collected from Obligors on the Loans through the Closing Date. Buyer shall cooperate with Seller to provide Seller such information necessary to prepare such returns.

9.8 **Payment of Guarantee Fee.** Buyer shall pay Seller a fee of 2.0% per annum of the average daily balance of the Loans for which Seller is providing indemnification under clause (v) of Section 8.2. Such fee shall be paid quarterly in arrears and shall be calculated based on a year of 360 days.

ARTICLE 10 GENERAL

10.1 **Expenses.** Except as otherwise specifically provided in his Agreement to the contrary, each party shall pay its own out-of-pocket expenses incurred incident to the preparation and carrying out of the transactions herein contemplated.

10.2 **Notices.** Any notice or other communication to be given hereunder by any party to another shall be in writing and shall be deemed given when delivered personally, telecopied or three days after being sent by certified mail, postage prepaid, as follows:

Buyer: Textron Financial Corporation
 40 Westminster Street
 Providence, Rhode Island 02903
 Attention: General Counsel
 Telephone: (401) 621-4200
 Telecopy: (401) 621-5040

with copies to: Muldoon Murphy & Faucette LLP
 5101 Wisconsin Avenue, NW
 Washington, DC 20016
 Attention: Paul M. Aguggia, Esq.
 Telephone: (202) 362-0840
 Telecopy: (202) 966-9409

Seller: SunTrust Banks, Inc.
303 Peachtree Street, N.E.
Suite 2500, Mail Code 644
Atlanta, GA 30308
Attention: E. Jenner Wood, III
Telephone: (404) 588-7539
Telecopy: (404) 230-5437

with a copy to: SunTrust Banks, Inc.
303 Peachtree Street, N.E.
Suite 2950, Mail Code 643
Atlanta, GA 30308
Attention: Keith W. Reynolds, Esq.
Telephone: (404) 588-8616
Telecopy: (404) 230-5387

or to such other persons as may be designated in writing by the parties, by a notice given as aforesaid.

10.3 Headings. The headings of the several sections of this Agreement are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, and when so executed each counterpart shall be deemed to be an original, and said counterparts together shall constitute one and the same instrument.

10.5 Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors or permitted assigns, if any. Seller may not assign or transfer any rights or delegate any obligations under this Agreement. Prior to Closing, Buyer may not assign or transfer any rights or delegate any obligations under this Agreement except to a wholly owned subsidiary of Buyer.

10.6 Waiver. Either Buyer or Seller may, by written notice to the other, (a) waive any of the conditions to its obligations hereunder or extend the time for the performance of any of the obligations or actions of the other, (b) waive any inaccuracies in the representations of the other contained in this Agreement or in any documents delivered pursuant to this Agreement, (c) waive compliance with any of the covenants of the other contained in this Agreement, and (d) waive or modify performance of any of the obligations of the other. No action taken pursuant to this Agreement, including without limitation any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, condition or agreement contained herein. Waiver of the breach of any one or more provisions of this Agreement shall not be deemed or construed to be a waiver of other breaches or subsequent breaches of the same provisions.

10.7 Entire Agreement. This Agreement together with its exhibits and schedules constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements (including but not limited to prior letters of intent with respect to the transaction contemplated hereby), understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto. No amendment, modification or rescission of this Agreement shall be effective unless set forth in a writing signed by a duly authorized officer of each party hereto.

10.8 Further Assurances. Each party hereto shall, whenever and as often as requested to do so by another party hereto, execute and deliver, or cause to be executed and delivered, to such other party, all such further instruments as such other party may reasonably request in order to carry out fully the terms and provisions of this Agreement.

10.11 Incorporation by Reference. All Schedules and Exhibits referred to in this Agreement are by this reference incorporated herein as an integral part hereof.

10.12 Applicable Law. This Agreement shall be governed by the laws of the State of Rhode Island as applied to contracts entered into and performed entirely within the State of Rhode Island, without giving effect to conflicts of law principles.

10.13 Informal Dispute Resolution. If any controversy or claim arising out of or relating to this Agreement (other than controversies or claims for which a dispute mechanism is specifically provided) or any event under Section 7.1 permitting termination of this Agreement (the "Controversy"), Seller and Buyer will first attempt in good faith to have the Controversy discussed by senior executives of the parties. The disputing party shall give the other party written notice of the Controversy. Within thirty (30) calendar days from the date of receipt of such notice, the receiving party shall submit to the disputing party its written response. Such notice and the response shall include (a) a statement in reasonable detail of such party's position and (b) the name and title of the senior executive who will represent that party. Promptly after receipt of the response (but in no event later than thirty (30) calendar days from the date of receipt of the response) the senior executives shall meet, along with a legal representative if desired, at a mutually acceptable time and place, or by telephone, to exchange relevant information and to discuss in good faith a resolution of the Controversy. No party shall commence a legal action with respect to the Controversy until the above-mentioned time periods have elapsed except for legal actions seeking immediate injunctive relief.

WITNESS the due execution of this Agreement by the parties hereto as of the date first above written.

Buyer: Textron Financial Corporation

By: Bruce J. Linton

Title: Executive Vice President and Chief Operating Officer

Seller: STI Credit Corporation

By: J.A.

Title: President

Parent: SunTrust Bank

By: D. James Wood

Title: PRESIDENT

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Schedule 1.1(c)
Intellectual Property

PurchaseLine service mark
EquipmentLine service mark registration