

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JESCORP, INC.		12/26/2000	CORPORATION:

RECEIVING PARTY DATA

Name:	CLEAR LAM PACKAGING, INC.
Street Address:	1950 PRATT BLVD.
City:	ELK GROVE VILLAGE
State/Country:	ILLINOIS
Postal Code:	60007
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2204595	MAP SYSTEMS

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	8588/43
NAME OF SUBMITTER:	Frank C. Nicholas

Total Attachments: 31
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AGREEMENT AND PLAN OF MERGER

Between

CLEAR-LAM PACKAGING, INC.

and

JESCORP, INC. d/b/a MAP SYSTEMS INTERNATIONAL

Dated as of December 26, 2000

TRADEMARK

REEL: 002974 FRAME: 0256

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of December 26, 2000, between CLEAR-LAM PACKAGING, INC., an Illinois corporation ("CLEAR-LAM"), and JESCORP, INC. d/b/a MAP SYSTEMS INTERNATIONAL, an Illinois corporation ("MAP").

WHEREAS, the respective Boards of Directors of CLEAR-LAM and MAP have approved, and deem it advisable and in the best interests of their respective stockholders to consummate, the acquisition of MAP by CLEAR-LAM on the terms and conditions set forth herein;

WHEREAS, for United States federal income tax purposes, it is intended that the Merger contemplated by this Agreement qualify as a "reorganization" within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code"); and

WHEREAS, for accounting purposes, it is intended that the Merger be accounted for as a pooling of interests under United States generally accepted accounting principles ("GAAP");

NOW, THEREFORE, in consideration of the promises and the respective representations, warranties, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1 The Merger

SECTION 1.01. The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, MAP shall be merged (the "Merger") with and into CLEAR-LAM in accordance with the Illinois Business Incorporation Act of 1983 (the "Act"), whereupon the separate existence of MAP shall cease, and CLEAR-LAM shall continue as the surviving corporation.

(b) Upon the terms and subject to the conditions of this Agreement, the closing of the Merger (the "Closing") shall take place at 10:00 a.m. on a date to be specified by the parties (the "Closing Date"), which shall be no later than the second business day after satisfaction of the conditions set forth in Article 6, at the offices of CLEAR LAM, unless another time, date or place is agreed to in writing by the parties hereto.

(c) Upon the Closing, MAP and CLEAR-LAM will file a certificate of merger with the Secretary of State of the State of Illinois and make all other filings or recordings required by the Act in connection with the Merger. The Merger shall become effective at such time as the certificate of merger is duly filed with the Secretary of State of the State of Illinois or at such later time as is agreed by CLEAR-LAM and MAP and specified in the certificate of merger (the "Effective Time").

(d) The Merger shall have the effects set forth in Section 11.50 of the Act.

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SECTION 1.02. Conversion of Shares.

(a) At the Effective Time:

(i) each share of Common Stock, par value \$1.00 per share, of MAP (the "MAP Common Stock") held by MAP as treasury stock immediately prior to the Effective Time shall be cancelled, and no CLEAR-LAM Common Stock or other consideration shall be delivered in exchange therefor;

(ii) each share (each, a "Share" and collectively, the "Shares") of MAP Common Stock outstanding immediately prior to the Effective Time shall, except as otherwise provided in Section 1.02(a)(i), be converted into the right to receive 0071993 shares of fully paid and non-assessable Class A voting common stock, with no par value per share (the "CLEAR-LAM Class A Stock") and 0722752 shares of fully paid and non-assessable Class B non-voting common stock, with no par value per share (the "CLEAR-LAM Class B Stock").

(b) From and after the Effective Time, all Shares converted in accordance with Section 1.02(a)(ii) shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate representing any such Shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration and any dividends payable pursuant to Section 1.03(f). From and after the Effective Time, all certificates representing the common stock of MAP shall be deemed for all purposes to represent that number of shares of Common Stock of CLEAR-LAM into which they were converted in accordance with Section 1.02(a)(ii).

(c) The CLEAR-LAM Common Stock to be received as consideration pursuant to the Merger by each holder of Shares (together with cash in lieu of fractional shares of CLEAR-LAM Common Stock) is referred to herein as the "Merger Consideration".

(d) For purposes of this Agreement, the word "Subsidiary" when used with respect to any Person means any other Person, whether incorporated or unincorporated, of which at least a majority of the securities or other interests having by their terms ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries. For purposes of this Agreement, "Person" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a Governmental Authority.

SECTION 1.03. Surrender and Payment.

(a) Prior to the Effective Time, CLEAR-LAM shall appoint an agent reasonably acceptable to MAP (the "Exchange Agent") for the purpose of exchanging certificates representing Shares for the Merger Consideration. Immediately following the Effective Time, CLEAR-LAM shall deposit with the Exchange Agent, for the benefit of the holders of shares of MAP Common Stock, certificates representing the CLEAR-LAM Common Stock issuable pursuant to Section 1.02 in exchange for outstanding shares of MAP Common Stock. Promptly after the Effective Time, CLEAR-LAM will send, or will cause the Exchange Agent to send, to each holder of Shares at the Effective Time (i) a letter of transmittal for use in such exchange (which shall specify that delivery of the Merger Consideration shall be effected, and risk of loss and title to the certificates representing CLEAR-LAM Common Stock and MAP Common Stock shall pass, only upon proper delivery of the certificates representing Shares to the Exchange Agent) and (ii) instructions for use in effecting the surrender of the certificates representing Shares in exchange for the certificates representing CLEAR-LAM Common Stock.

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(b) Each holder of Shares that have been converted into a right to receive the Merger Consideration, upon surrender to the Exchange Agent of a certificate or certificates of such Shares, together with a properly completed letter of transmittal covering such Shares, will be entitled to receive the Merger Consideration payable in respect of such Shares and any dividends payable pursuant to Section 1.03(f). Until so surrendered, each such certificate shall, after the Effective Time, represent for all purposes only the right to receive the Merger Consideration and any dividends payable pursuant to Section 1.03(f).

(c) If any portion of the Merger Consideration is to be paid to a Person other than the registered holder of the Shares represented by the certificate or certificates surrendered in exchange therefor, it shall be a condition to such payment that the certificate or certificates so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such payment shall pay to the Exchange Agent any transfer or other taxes required by reason of the issuance of shares of CLEAR-LAM Common Stock to a Person other than the registered holder of such Shares represented by the certificate or certificates so surrendered or establish to the satisfaction of the Exchange Agent that such tax has been paid or is not applicable.

(d) After the Effective Time, there shall be no further registration of transfers of MAP Shares. If, after the Effective Time, certificates representing MAP Shares are presented to CLEAR-LAM, they shall be cancelled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in this Article 1.

(e) Any portion of the Merger Consideration made available to the Exchange Agent pursuant to Section 1.03(a) that remains unclaimed by the holders of MAP Shares six months after the Effective Time shall be returned to CLEAR-LAM, upon demand, and any such holder who has not exchanged his MAP Shares for the Merger Consideration in accordance with this Section 1.03 prior to that time shall thereafter look only to CLEAR-LAM for payment of the Merger Consideration and any dividends payable pursuant to Section 1.03(f) in respect of his Shares. Notwithstanding the foregoing, CLEAR-LAM shall not be liable to any holder of MAP Shares for any amount paid to a public official pursuant to applicable abandoned property laws. Any amounts remaining unclaimed by holders of MAP Shares seven years after the Effective Time (or such earlier date immediately prior to such time as such amounts would otherwise escheat to or become property of any governmental entity) shall, to the extent permitted by applicable law, become the property of CLEAR-LAM free and clear of any claims or interest of any Person previously entitled thereto.

(f) No dividends or other distributions with respect to CLEAR-LAM Common Stock issued in the Merger shall be paid to the holder of any unsurrendered certificates representing MAP Shares until such certificates are surrendered as provided in this Section 1.03. Subject to the effect of applicable laws, following the surrender of such certificates, there shall be paid, without interest, to the record holder of CLEAR-LAM Common Stock issued in exchange therefor at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time payable prior to or on the date of such surrender with respect to such whole shares of CLEAR-LAM Common Stock and not previously paid, less the amount of any withholding taxes which may be required thereon.

SECTION 1.04. Fractional Shares.

(a) No fractional shares of CLEAR-LAM Common Stock shall be issued in the Merger, but in lieu thereof each holder of Shares otherwise entitled to a fractional share of CLEAR-LAM Common Stock will be entitled to receive, from the Exchange Agent in accordance with the provisions of this Section 1.04, a cash payment in lieu of such fractional shares of CLEAR-LAM Common Stock representing such holder's proportionate interest, if any, in the net proceeds from the sale by the Exchange Agent in one or more transactions of (i) the number of

shares of CLEAR-LAM Common Stock delivered to the Exchange Agent by CLEAR-LAM pursuant to Section 1.03(a) over (ii) the aggregate number of whole shares of CLEAR-LAM Common Stock to be distributed to the holders of the certificates representing Shares pursuant to Section 1.03(b) (such excess being herein called the "Excess Shares"). For the purposes of this cash payment, it is agreed that the value of each share of CLEAR-LAM Common Stock shall be FOUR THOUSAND SIX HUNDRED TWENTY-THREE (\$4,623.00). *JES*

(b) As soon as practicable after the determination of the amount of cash, if any, to be paid to holders of Shares in lieu of any fractional shares of CLEAR-LAM Common Stock, CLEAR-LAM shall transfer such amount to the Exchange Agent and the Exchange Agent shall make available such amounts to such holders of Shares without interest.

SECTION 1.05. Adjustments. In the event of any split, combination or reclassification of the outstanding CLEAR-LAM Common Stock or any issuance of any other securities in exchange or in substitution for outstanding shares of CLEAR-LAM Common Stock at any time during the period from the date of this Agreement to the Effective Time, MAP and CLEAR-LAM shall make such adjustment to the Conversion Number as MAP and CLEAR-LAM shall mutually agree so as to preserve the economic benefits that MAP and CLEAR-LAM each reasonably expected on the date of this Agreement to receive as a result of the consummation of the Merger and the other transactions contemplated by this Agreement.

ARTICLE 2 The Surviving Corporation

SECTION 2.01. Certificate of Incorporation. As of the Effective Time, the certificate of incorporation of the Surviving Corporation shall be the certificate of incorporation of CLEAR-LAM.

SECTION 2.02. Bylaws. The bylaws of CLEAR-LAM in effect at the Effective Time shall be the bylaws of the Surviving Corporation until amended in accordance with applicable law.

SECTION 2.03. Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with the Act and the certificate of incorporation and bylaws of the Surviving Corporation, (a) the directors of CLEAR-LAM at the Effective Time shall be the directors of the Surviving Corporation, and (b) the officers of CLEAR-LAM at the Effective Time shall be the officers of the Surviving Corporation.

ARTICLE 3 Representations and Warranties of MAP

MAP represents and warrants to CLEAR-LAM that:

SECTION 3.01. Organization and Power. MAP is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of Illinois, and has the requisite corporate or other power and authority and governmental approvals to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power, authority and governmental approvals would not, individually or in the aggregate, have a Material Adverse Effect on MAP. MAP is duly qualified or licensed to do business and is in good standing 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 or licensing necessary, except where the failure to be so duly qualified or licensed and in good

standing would not, individually or in the aggregate, have a Material Adverse Effect on MAP. For purposes of this Agreement, a "Material Adverse Effect" with respect to any Person means a material adverse effect (i) on the condition (financial or otherwise), business, liabilities, properties, assets, or results of operations of such Person and its Subsidiaries, taken as a whole, or (ii) on the ability of such Person to perform its obligations under or to consummate the transactions contemplated by this Agreement. MAP has heretofore delivered to CLEAR-LAM true and complete copies of MAP's certificate of incorporation and bylaws as currently in effect.

SECTION 3.02. Corporate Authorization.

(a) The execution, delivery and performance by MAP of this Agreement and the consummation by MAP of the transactions contemplated hereby are within MAP's corporate powers and, except as set forth in the next succeeding sentence of this Section 3.02(a), have been duly authorized by all necessary corporate action. The affirmative vote of a majority of the outstanding common Shares is the only vote of any class or series of MAP's capital stock necessary to approve and adopt this Agreement and the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by MAP and, subject to the receipt of the approval described in the immediately preceding sentence, constitutes a valid and binding agreement of MAP, enforceable against MAP in accordance with its terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether in a proceeding at equity or at law).

(b) The Board of Directors of MAP and all of the Shareholders of MAP have duly and validly approved this Agreement and the transactions contemplated by this Agreement, including all actions necessary to render the provisions of Section 11.65 of the Act inapplicable to the Merger.

SECTION 3.03. Governmental Authorization. The execution, delivery and performance by MAP of this Agreement, and the consummation by MAP of the transactions contemplated hereby, require no action by or in respect of, or filing with, any federal, state or local government or any court, administrative agency or commission or other governmental agency or authority (a "Governmental Authority") other than (a) the filing of a certificate of merger with respect to the Merger with the Illinois Secretary of State and appropriate documents with the relevant authorities of other states in which MAP is qualified to do business; (b) compliance with any applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"); (c) compliance with any applicable requirements of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "1933 Act"); (d) compliance with any applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "1934 Act"); (e) compliance with any other applicable securities laws; (f) those that may be required solely by reason of CLEAR-LAM's (as opposed to any other third party's) participation in the transactions contemplated by this Agreement; (g) actions or filings which, if not taken or made, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on MAP; and (h) filings and notices not required to be made or given until after the Effective Time.

SECTION 3.04. Non-Contravention. Except as set forth on Schedule 3.04, the execution, delivery and performance by MAP of this Agreement do not, and the consummation by MAP of the transactions contemplated hereby will not (a) assuming receipt of the approval of stockholders referred to in Section 3.02, contravene or conflict with the certificate of incorporation, bylaws or similar organizational documents of MAP, (b) assuming compliance with the matters referred to in Section 3.03, contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to MAP,

(c) constitute a default (or an event which with notice, the lapse of time or both would become a default) under or give rise to a right of termination, cancellation or acceleration of any right or obligation of MAP or to a loss of any benefit to which MAP is entitled under any provision of any agreement, contract or other instrument binding upon MAP and which either has a term of more than one year or involves the payment or receipt of money in excess of \$10,000 (a "MAP Agreement") or any license, franchise, permit or other similar authorization held by MAP, or (d) result in the creation or imposition of any Lien on any asset of MAP, except for such contraventions, conflicts or violations referred to in clause (b) or defaults, rights of termination, cancellation or acceleration, losses or Liens referred to in clause (c) or (d) that would not, individually or in the aggregate, have a Material Adverse Effect on MAP. For purposes of this Agreement, "Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset.

SECTION 3.05. Capitalization of MAP.

(a) The authorized capital stock of MAP consists of 23,000 shares of MAP Common Stock. As of the close of business on November 30, 2000, 21,667 shares of MAP Common Stock are issued and outstanding. All the outstanding shares of MAP's capital stock are, and all shares which may be issued pursuant to the MAP Stock Option Plans will be, when issued in accordance with the respective terms thereof, duly authorized, validly issued, fully paid and non-assessable. Except: (i) as set forth in this Section 3.05 or in Schedule 5.01, (ii) for the transactions contemplated by this Agreement, including those permitted in accordance with Section 5.01(f), (iii) for Shares that may be issued as provided in Section 5.01(f), there are outstanding: (x) no shares of capital stock or other voting securities of MAP, (y) no securities of MAP convertible into or exchangeable for shares of capital stock or voting securities of MAP, and (z) no options, warrants or other rights to acquire from MAP, and no preemptive or similar rights, subscriptions or other rights, convertible securities, agreements, arrangements or commitments of any character, relating to the capital stock of MAP, obligating MAP to issue, transfer or sell, any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of MAP or obligating MAP to grant, extend or enter into any such option, warrant, subscription or other right, convertible security, agreement, arrangement or commitment (the items in clauses (x), (y) and (z) being referred to collectively as the "MAP Securities"). MAP has no contractual obligation to redeem, repurchase or otherwise acquire any MAP Securities, including as a result of the transactions contemplated by this Agreement. Except as permitted by this Agreement, following the Merger, MAP will not have any obligation to issue, transfer or sell any shares of its capital stock pursuant to any employee benefit plan or otherwise.

(b) There are no voting trusts or other agreements or understandings to which MAP or any Subsidiary of MAP is a party with respect to the voting of the capital stock of MAP or any Subsidiary of MAP.

SECTION 3.06. Financial Statements. The reviewed financial statements and unaudited interim financial statements of MAP for the fiscal year ended December 31, 1999 and its Quarterly Report for the fiscal quarter ended September 30, 2000, have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the financial position of MAP as of the dates thereof and its results of operations and cash flows for the periods then ended (subject to normal year-end adjustments in the case of any unaudited interim financial statements). For purposes of this Agreement, "MAP Balance Sheet" means the balance sheet of MAP as of December 31, 1999, and "MAP Balance Sheet Date" means December 31, 1999.

SECTION 3.07. Absence of Certain Changes. Except as disclosed in Schedule 3.07, since December 31, 1999, MAP has conducted its business in the ordinary course consistent with past practice and there has not been:

- (a) any event, occurrence or development which, individually or in the aggregate, has had or would be reasonably likely to have a Material Adverse Effect on MAP, except for general economic changes, changes that affect the industry of MAP, and changes in MAP's business after the date hereof attributable solely to actions taken by CLEAR-LAM;
- (b) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of MAP, or any repurchase, redemption or other acquisition by MAP of any amount of outstanding shares of capital stock or other equity securities of, or other ownership interests in, MAP.
- (c) any amendment of any term of any outstanding security of MAP that would materially increase the obligations of MAP under such security;
- (d) any incurrence or assumption by MAP of any indebtedness for borrowed money other than under existing credit facilities (or any renewals, replacements or extensions that do not increase the aggregate commitments thereunder) (A) in the ordinary course of business consistent with past practices (it being understood that any indebtedness incurred prior to the date hereof in respect of capital expenditures shall be considered to have been in the ordinary course of business consistent with past practice) or (B) in connection with (1) any acquisition or capital expenditure permitted by Section 5.01 or (2) the transactions contemplated hereby;
- (e) any guarantee, endorsement or other incurrence or assumption of liability (whether directly, contingently or otherwise) by MAP for the obligations of any other Person, other than in the ordinary course of business consistent with past practice;
- (f) any creation or assumption by MAP of any consensual Lien on any material asset of MAP other than in the ordinary course of business consistent with past practices;
- (g) any making of any loan, advance or capital contribution to or investment in any Person by MAP other than (i) any acquisition permitted by Section 5.01, or (ii) loans or advances to employees of MAP made in the ordinary course of business consistent with past practices;
- (h) (i) any contract or agreement entered into by MAP on or prior to the date hereof relating to any material acquisition or disposition of any assets or business or (ii) any modification, amendment, assignment, termination or relinquishment by MAP of any contract, license or other right (including any insurance policy naming it as a beneficiary or a loss payable payee) that would be reasonably likely to have a Material Adverse Effect on MAP, other than, in the case of (i) and (ii), transactions, commitments, contracts or agreements in the ordinary course of business consistent with past practice and those contemplated by this Agreement;
- (i) any material change in any method of accounting or accounting principles or practice by MAP, except for any such change required by reason of a change in GAAP; or
- (j) except for items permitted by Section 5.18, any (i) grant of any severance or termination pay to any director, officer or employee of MAP, (ii) entering into of any employment, deferred compensation or other similar agreement (or any amendment to any such existing agreement) with any director, officer or employee of MAP, (iii) increase in benefits payable under any existing severance or termination pay policies or employment

agreements or (iv) increase in compensation, bonus or other benefits payable to directors, officers or employees of MAP other than, in the case of clause (iv) only, increases prior to the date hereof in compensation, bonus or other benefits payable to employees (other than officers) of MAP in the ordinary course of business consistent with past practice or merit increases in salaries of employees (other than officers) at regularly scheduled times in customary amounts consistent with past practices.

SECTION 3.08. No Undisclosed Material Liabilities. There have been no liabilities or obligations (whether pursuant to contracts or otherwise) of any kind whatsoever incurred by MAP since September 30, 2000, whether accrued, contingent, absolute, determined, determinable or otherwise, other than:

- (a) liabilities or obligations disclosed or provided for in the MAP Balance Sheet or in the notes thereto;
- (b) liabilities or obligations which, individually and in the aggregate, have not had and are not reasonably likely to have a Material Adverse Effect on MAP; or
- (c) liabilities or obligations under this Agreement or incurred in connection with the transactions contemplated hereby.

SECTION 3.09. Litigation. Except as listed in Schedule 3.09, there is no action, suit, investigation or proceeding pending against, or to the knowledge of MAP, threatened against or affecting, MAP or any of its properties before any Governmental Authority which, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect on MAP.

SECTION 3.10. Taxes.

(a) MAP has timely filed (or has had timely filed on its behalf) or will file or cause to be timely filed, all material Tax Returns required by applicable law to be filed by it prior to or as of the Effective Time, and all such material Tax Returns are, or will be at the time of filing, complete in all material respects; and

(b) MAP has paid (or has had paid on its behalf) or, where payment is not yet due, has established in accordance with GAAP (or has had established on its behalf and for its sole benefit and recourse) or will establish or cause to be established on or before the Effective Time an adequate accrual for the payment of, all material Taxes due with respect to any period ending prior to or as of the Effective Time.

(c) "Taxes" shall mean any and all taxes, charges, fees, levies or other assessments, including income, gross receipts, excise, real or personal property, sales, withholding, social security, retirement, unemployment, occupation, use, goods and services, service use, license, value added, capital, net worth, payroll, profits, withholding, franchise, transfer and recording taxes, fees and charges, and any other taxes, assessment or similar charges imposed by the Service or any taxing authority (whether domestic or foreign including any state, county, local or foreign government or any subdivision or taxing agency thereof (including a United States possession)) (a "Taxing Authority"), whether computed on a separate, consolidated, unitary, combined or any other basis; and such term shall include any interest whether paid or received, fines, penalties or additional amounts attributable to, or imposed upon, or with respect to, any such taxes, charges, fees, levies or other assessments. "Tax Return" shall mean any report, return, document, declaration or other information or filing required to be supplied to any taxing authority or jurisdiction (foreign or domestic) with respect to Taxes, including information returns, any documents with respect to or accompanying payments of estimated Taxes, or with respect to or accompanying

requests for the extension of time in which to file any such report, return, document, declaration or other information.

SECTION 3.11. Employee Benefit Plans: ERISA.

(a) Except as set forth in Schedule 3.11(a), there are no material employee benefit plans (including any plans for the benefit of directors or former directors), arrangements, practices, contracts or agreements (including employment agreements and severance agreements, incentive compensation, bonus, stock option, stock appreciation rights and stock purchase plans) of any type (including plans described in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), maintained by MAP, or any trade or business, whether or not incorporated (an "ERISA Affiliate"), that together with MAP would be deemed a "controlled group" within the meaning of Section 4001(a)(14) of ERISA, or with respect to which MAP has or may have a liability (the "MAP Benefit Plans"). Except as disclosed in Schedule 3.11(a) (or as otherwise permitted by this Agreement): (1) neither MAP nor any ERISA Affiliate has any formal plan or commitment, whether legally binding or not, to create any additional MAP Benefit Plan or modify or change any existing MAP Benefit Plan that would affect any employee or terminated employee of MAP or any ERISA Affiliate; and (2) since December 31, 1999, there has been no change, amendment, modification to, or adoption of, any MAP Benefit Plan, in each case, that has had, or would be reasonably likely to have, a Material Adverse Effect on MAP.

(b) With respect to each MAP Benefit Plan, except as disclosed in Schedule 3.11(b) or as would not, individually or in the aggregate, have a Material Adverse Effect on MAP.- (i) if intended to qualify under Section 401(a), 401(k) or 403(a) of the Code, such plan so qualifies, and its trust is exempt from taxation under Section 501(a) of the Code; (ii) such plan has been administered in accordance with its terms and applicable law; (iii) no breaches of fiduciary duty have occurred; (iv) no prohibited transaction within the meaning of Section 406 of ERISA has occurred; (v) as of the date of this Agreement, no lien imposed under the Code or ERISA exists; and (vi) all contributions and premiums due (including any extensions for such contributions and premiums) have been made in full.

(c) None of the MAP Benefit Plans has incurred any "accumulated funding deficiency", as such term is defined in Section 412 of the Code, whether or not waived.

(d) Except as disclosed in Schedule 3.11(d): (i) neither MAP nor any ERISA Affiliate has incurred any liability under Title IV of ERISA (including Sections 4063-4064 and 4069 of ERISA) since the effective date of ERISA that has not been satisfied in full except as, individually or in the aggregate, would not have or would not be reasonably likely to have a Material Adverse Effect on MAP.

(e) With respect to each MAP Benefit Plan that is a "welfare plan" (as defined in Section 3(1) of ERISA), except as specifically disclosed in Schedule 3.11(e), no such plan provides medical or death benefits with respect to current or former employees of MAP beyond their termination of employment. other than on an employee-pay-all basis, except as would not be reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on MAP.

(f) Except with respect to payments under the agreements and programs specified in Schedule 3.11(f), the consummation of the transactions contemplated by this Agreement will not (i) entitle any individual to severance pay or any tax "gross-up" payments with respect to the imposition of any tax pursuant to Section 4999 of the

Code or accelerate the time of payment or vesting, or increase the amount, of compensation or benefits due to any individual with respect to any MAP Benefit Plan, or (ii) constitute or result in a prohibited transaction under Section 4975 of the Code or Section 406 or 407 of ERISA with respect to any MAP Benefit Plan.

(g) Except as disclosed in Schedule 3.11(a), there is no MAP Benefit Plan that is a "multiemployer plan", as such term is defined in Section 3(37) of ERISA, or which is covered by Section 4063 or 4064 of ERISA.

(h) MAP is not a party to any collective bargaining agreement. Except as would not be reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on MAP, (i) there is no labor strike, slowdown or work stoppage or lockout against MAP and (ii) there is no unfair labor practice charge or complaint against or pending before the National Labor Relations Board. As of the date of this Agreement, there is no representation claim or petition pending before the National Labor Relations Board and, to the knowledge of MAP, no question concerning representation exists with respect to the employees of MAP.

SECTION 3.12. Compliance with Laws; No Default; No Non-Competes.

(a) MAP is not in violation of and has not violated or failed to comply with any statute, law, ordinance, regulation, rule, judgment, decree, order, writ, injunction, permit or license or other authorization or approval of any Governmental Authority applicable to its business or operations, except for violations and failures to comply that have not had and would not, individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect on MAP.

(b) Each MAP Agreement is a valid, binding and enforceable obligation of MAP and in full force and effect, except where the failure to be valid, binding and enforceable and in full force and effect would not, individually or in the aggregate, have a Material Adverse Effect on MAP. MAP is not in default or violation of any term, condition or provision of (i) its respective certificate of incorporation or by-laws or similar organizational documents or (ii) except as disclosed in Schedule 3.12, any MAP Agreement, except, in the case of clause (i) (with respect to organizational documents that are partnership, joint venture or similar documents) and (ii), for defaults or violations that, individually or in the aggregate, have not had and would not be reasonably likely to have a Material Adverse Effect on MAP. MAP has all permits and licenses necessary to carry on the business being conducted by MAP, except where the failure to have such permit or license would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect on MAP. Except as disclosed in Schedule 3.12, MAP is not a party to any agreement that expressly limits the ability of MAP to compete in or conduct any line of business or compete with any Person or in any geographic area or during any period of time except to the extent that any such limitation would not be reasonably likely to have a Material Adverse Effect on CLEAR-LAM after giving effect to the Merger.

SECTION 3.13. Finders' Fees. No investment banker, broker, finder, other intermediary or other Person is entitled to any fee or commission from MAP upon consummation of the transactions contemplated by this Agreement.

SECTION 3.14. Environmental Matters.

(a) No notice, notification, demand, request for information, citation, summons or order has been received by, no complaint has been filed against, no penalty has been assessed against, and no investigation, action, claim, suit, proceeding or review is pending or, to the knowledge of MAP, is threatened by any Person against MAP with

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respect to any matters relating to or arising out of any Environmental Law which, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect on MAP;

(ii) no Hazardous Substance has been discharged, disposed of, dumped, injected, pumped, deposited, spilled, leaked, emitted or released at, on or under any property now or, to the knowledge of MAP, previously owned, leased or operated by MAP, which circumstance, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect on MAP; and

(iii) there are no Environmental Liabilities that, individually or in the aggregate, have had or would be reasonably likely to have a Material Adverse Effect on MAP.

(b) For purposes of this Section, the following terms shall have the meanings set forth below:

(i) "MAP" shall include any entity which is, in whole or in part, a predecessor of MAP or any former Subsidiaries of MAP;

(ii) "Environmental Laws" means any and all federal, state, local and foreign law (including common law), treaty, judicial decision, regulation, rule, judgment, order, decree, injunction, permit, or governmental restrictions or any agreement with any governmental authority or other third party, relating to human health and safety, the environment or to pollutants, contaminants, wastes or chemicals or toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substances, wastes or materials;

(iii) "Environmental Liabilities" means any and all liabilities of or relating to MAP of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, which (A) arise under or relate to matters covered by Environmental Laws and (B) arise from actions occurring or conditions existing on or prior to the Effective Time; and

(iv) "Hazardous Substances" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, corrosive, reactive or otherwise hazardous substance, waste or material, or any substance having any constituent elements displaying any of the foregoing characteristics, including, without limitation, petroleum, its derivatives, by-products and other hydrocarbons, or any substance, waste or material regulated under any Environmental Laws.

SECTION 3.15. Assets. The assets, properties, rights and contracts, including (as applicable), title or leaseholds thereto, of MAP, taken as a whole, are sufficient to permit MAP to conduct their business as currently being conducted with only such exceptions as are not reasonably likely to have a Material Adverse Effect on MAP.

SECTION 3.16. Accounting Matters. MAP has not taken or agreed to take any action that would prevent CLEAR-LAM from accounting for the business combination to be effected by the Merger as a "pooling of interests".

SECTION 3.17. Insurance. Except as set forth on Schedule 3.17, MAP is insured by insurers, reasonably believed by MAP to be of recognized financial responsibility and solvency, against such losses and risks and in such amounts as are customary in the businesses in which they are engaged. MAP's unsettled workers compensation and general liability claims would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect on MAP.

SECTION 3.18. Takeover Statutes. The Shareholders of MAP have approved the Merger and this Agreement, and such approval is sufficient to effect the Merger, this Agreement, and the transactions contemplated by this Agreement under the provisions of Section 11.20 of the Act.

SECTION 3.19. Pooling Letter. MAP has received a letter from Altschuler, Melvoin and Glasser LLP dated as of the date of this Agreement and addressed to MAP, a copy of which has been delivered to CLEAR-LAM, stating that Altschuler, Melvoin and Glasser LLP believes that the acquisition of MAP by CLEAR-LAM should be treated as a pooling of interests in conformity with generally accepted accounting principles, as described in Accounting Principles Board Opinion No. 16.

SECTION 3.20. Affiliates. Schedule 3.20 sets forth each Person who, as of the date hereof, is, to the best of MAP's knowledge, deemed to be an Affiliate of MAP.

ARTICLE 4 **Representations and Warranties of CLEAR-LAM**

CLEAR-LAM represents and warrants to MAP that:

SECTION 4.01. Organization and Power. CLEAR-LAM is a corporation, partnership or other entity duly organized, validly existing and is in good standing under the laws of Illinois, and has the requisite corporate or other power and authority and governmental approvals to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power, authority and governmental approvals would not, individually or in the aggregate, have a Material Adverse Effect on CLEAR-LAM. CLEAR-LAM is duly qualified or licensed to do business and is in good standing 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 or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not, individually or in the aggregate, have a Material Adverse Effect on CLEAR-LAM. CLEAR-LAM has delivered to MAP true and complete copies of CLEAR-LAM's certificate of incorporation and bylaws as currently in effect.

SECTION 4.02. Corporate Authorization. The execution, delivery and performance by CLEAR-LAM of this Agreement and the consummation by CLEAR-LAM of the transactions contemplated hereby are within the corporate powers of CLEAR-LAM and, except for any required approval by the stockholders of CLEAR-LAM of the issuance of shares of CLEAR-LAM Common Stock in connection with the Merger, have been duly authorized by all necessary corporate action, including by resolution of the Board of Directors of CLEAR-LAM. The affirmative vote, in favor of the issuance of shares of CLEAR-LAM Common Stock in connection with the Merger (including any shares contemplated by Section 1.04), of a majority of the votes represented by the shares of CLEAR-LAM Common Stock present at the CLEAR-LAM Stockholder Meeting in person or by proxy and entitled to vote (so long as a majority of the votes represented by the total outstanding shares of CLEAR-LAM Common Stock is cast at such meeting), is the only vote of any class or series of CLEAR-LAM's capital stock necessary in connection with this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by CLEAR-LAM and constitutes a valid and binding agreement of CLEAR-LAM, enforceable against CLEAR-LAM as applicable, in accordance with its terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether in a proceeding at equity or at law). The shares of CLEAR-LAM Common Stock issued pursuant to the Merger, when issued in accordance

with the terms hereof, will be duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights.

SECTION 4.03. Governmental Authorization. The execution, delivery and performance by CLEAR-LAM of this Agreement, and the consummation by CLEAR-LAM of the transactions contemplated hereby, require no action, by or in respect of, or filing with, any Governmental Authority other than (a) the filing of a certificate of merger with respect to the Merger with the Illinois Secretary of State and appropriate documents with the relevant authorities of other states in which CLEAR-LAM is qualified to do business; (b) compliance with any applicable requirements of the HSR Act; (c) compliance with any applicable requirements of the 1933 Act; (d) compliance with any applicable requirements of the 1934 Act; (e) compliance with any other applicable securities laws; (f) those that may be required solely by reason of MAP's (as opposed to any other third party's) participation in the transactions contemplated by this Agreement; (g) actions or filings which, if not taken or made, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on CLEAR-LAM; and (h) filings and notices not required to be made or given until after the Effective Time.

SECTION 4.04. Non-Contravention. Except as set forth on Schedule 4.04, the execution, delivery and performance by CLEAR-LAM of this Agreement do not, and the consummation by CLEAR-LAM of the transactions contemplated hereby will not (a) assuming receipt of the approval of stockholders referred to in Section 4.02, contravene or conflict with the certificate of incorporation, bylaws or similar organizational documents of CLEAR-LAM, (b) assuming compliance with the matters referred to in Section 4.03, contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to CLEAR-LAM, (c) constitute a default (or an event which with notice, the lapse of time or both would become a default) under or give rise to a right of termination, cancellation or acceleration of any right or obligation of CLEAR-LAM or to a loss of any benefit to which CLEAR-LAM is entitled under any provision of any agreement, contract or other instrument binding upon CLEAR-LAM and which either has a term of more than one year or involves the payment or receipt of money in excess of \$10,000 (a "CLEAR-LAM Agreement") or any license, franchise, permit or other similar authorization held by CLEAR-LAM, or (d) result in the creation or imposition of any Lien on any asset of CLEAR-LAM, except for such contraventions, conflicts or violations referred to in clause (b) or defaults, rights of termination, cancellation or acceleration, losses or Liens referred to in clause (c) or (d) that would not, individually or in the aggregate, have a Material Adverse Effect on CLEAR-LAM.

SECTION 4.05. Capitalization of CLEAR-LAM.

(a) The authorized capital stock of CLEAR-LAM consists only of 10,000 shares of CLEAR-LAM Class A (Voting) Common Stock without par value and 100,000 shares of CLEAR-LAM Class B (Non-Voting) Common Stock. As of the close of business on November 30, 2000, 1000 shares of CLEAR-LAM Class A Common Stock are issued and outstanding and 10,000 shares of CLEAR-LAM Class B Common Stock are issued and outstanding. All the outstanding shares of CLEAR-LAM's capital stock are, when issued in accordance with the respective terms thereof, duly authorized, validly issued, fully paid and non-assessable. Except as set forth in this Section 4.05, except for the transactions contemplated by this Agreement (including those permitted in Section 5.02(d)), as of the date hereof, there are outstanding (x) no shares of capital stock or other voting securities of CLEAR-LAM, (y) no securities of CLEAR-LAM convertible into or exchangeable for shares of capital stock or voting securities of CLEAR-LAM, and (z) no options, warrants or other rights to acquire from CLEAR-LAM, and no preemptive or similar rights, subscriptions or other rights, convertible securities, agreements, arrangements or commitments of any character, relating to the capital stock of CLEAR-LAM, obligating CLEAR-LAM to issue, transfer or sell, any capital stock, voting securities or securities convertible

into or exchangeable for capital stock or voting securities of CLEAR-LAM or obligating CLEAR-LAM to grant, extend or enter into any such option, warrant, subscription or other right, convertible security, agreement, arrangement or commitment (the items in clauses (x), (y) and (z) being referred to collectively as the "CLEAR-LAM Securities"). CLEAR-LAM has no contractual obligation to redeem, repurchase or otherwise acquire any CLEAR-LAM Securities, including as a result of the transactions contemplated by this Agreement.

(b) There are no voting trusts or other agreements or understandings to which CLEAR-LAM is a party with respect to the voting of the capital stock of CLEAR-LAM.

SECTION 4.06. Financial Statements. The reviewed financial statements and unaudited interim financial statements of CLEAR-LAM for the fiscal year ended December 31, 1999 (the "CLEAR-LAM Financial Statements") and its Quarterly Report for the fiscal quarter ended September 30, 2000 have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the consolidated financial position of CLEAR-LAM as of the dates thereof and its results of operations and cash flows for the periods then ended (subject to normal year-end adjustments in the case of any unaudited interim financial statements). For purposes of this Agreement, "CLEAR-LAM Balance Sheet" means the balance sheet of CLEAR-LAM as of December 31, 1999 set forth in the CLEAR-LAM Financial Statements and "CLEAR-LAM Balance Sheet Date" means December 31, 1999.

SECTION 4.07. Information Supplied. None of the information supplied or to be supplied by CLEAR-LAM to MAP contains any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

SECTION 4.08. Absence of Certain Changes. Since September 30, 2000, CLEAR-LAM has conducted its business in the ordinary course consistent with past practice and there has not been:

(a) any event, occurrence or development which, individually or in the aggregate, has had or would be reasonably likely to have a Material Adverse Effect on CLEAR-LAM, except for general economic changes and changes that affect the industry of CLEAR-LAM generally;

(b) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of CLEAR-LAM or any repurchase, redemption or other acquisition by CLEAR-LAM of any amount of outstanding shares of capital stock or other equity securities of, or other ownership interests in, CLEAR-LAM;

(c) any amendment of any term of any outstanding security of CLEAR-LAM that would materially increase the obligations of CLEAR-LAM under such security;

(d) (x) any incurrence or assumption by CLEAR-LAM of any indebtedness for borrowed money other than under existing credit facilities (or any renewals, replacements or extensions thereof that do not materially increase the commitments thereunder except to the extent of the amount required to refinance any indebtedness for borrowed money of MAP as of the Closing Date) (A) in the ordinary course of business consistent with past practices (it being understood that any indebtedness incurred prior to the date hereof in respect of capital expenditures shall be considered to have been in the ordinary course of business consistent with past practice) or (B) in connection with the transactions contemplated by this Agreement, or (y) any guarantee, endorsement or other incurrence or assumption of liability (whether directly, contingently or otherwise) by CLEAR-LAM for the obligations of any

other Person, other than in the ordinary course of business consistent with past practice or in connection with obligations of MAP assumed at the Effective Time;

(e) any creation or assumption by CLEAR-LAM of any consensual Lien on any material asset of CLEAR-LAM other than in the ordinary course of business consistent with past practices;

(f) any making of any loan, advance or capital contribution to or material investment in any Person by CLEAR-LAM other than loans or advances to employees of CLEAR-LAM made in the ordinary course of business consistent with past practices;

(g) (i) any contract or agreement entered into by CLEAR-LAM on or prior to the date hereof relating to any material acquisition or disposition of any assets or business or (ii) any modification, amendment, assignment, termination or relinquishment by CLEAR-LAM of any contract, license or other right (including any insurance policy naming it as a beneficiary or a loss payable payee) that would be reasonably likely to have a Material Adverse Effect on CLEAR-LAM, other than, in the case of (i) and (ii), transactions, commitments, contracts or agreements in the ordinary course of business consistent with past practice, and those contemplated by this Agreement; or

(h) any material change in any method of accounting or accounting principles or practice by CLEAR-LAM, except for any such change required by reason of a change in GAAP.

SECTION 4.09. No Undisclosed Material Liabilities. There have been no liabilities or obligations (whether pursuant to contracts or otherwise) of any kind whatsoever incurred by CLEAR-LAM since September 30, 2000, whether accrued, contingent, absolute, determined, determinable or otherwise, other than:

(a) liabilities or obligations (i) disclosed or provided for in the CLEAR-LAM Balance Sheet or in the notes thereto, or (ii) disclosed in Schedule 4.09;

(b) liabilities or obligations which, individually and in the aggregate, have not had and are not reasonably likely to have a Material Adverse Effect on CLEAR-LAM; or

(c) liabilities or obligations under this Agreement or incurred in connection with the transactions contemplated hereby.

SECTION 4.10. Litigation. Except as listed in Schedule 4.10, there is no action, suit, investigation or proceeding pending against, or to the knowledge of CLEAR-LAM, threatened against or affecting, CLEAR-LAM or any of its properties before any Governmental Authority which, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect on CLEAR-LAM.

SECTION 4.11. Taxes.

(a) CLEAR-LAM has timely filed (or has had timely filed on its behalf) or will file or cause to be timely filed, all material Tax Returns required by applicable law to be filed by it prior to or as of the Effective Time, and all such material Tax Returns are, or will be at the time of filing, complete in all material respects;

(b) CLEAR-LAM has paid (or has had paid on its behalf) or, where payment is not yet due, has established in accordance with GAAP (or has had established on its behalf and for its sole benefit and recourse) or will

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establish or cause to be established on or before the Effective Time an adequate accrual for the payment of, all material Taxes due with respect to any period ending prior to or as of the Effective Time; and

(c) the federal income Tax Returns of CLEAR-LAM have been examined by and settled with the Service (or the applicable statutes of limitation for the assessment of federal income Taxes for such periods have expired) for all years through 1999.

SECTION 4.12. Employee Benefits. ERISA.

(a) Except as set forth in Schedule 4.12, there are no material employee benefit plans (including any plans for the benefit of directors or former directors), arrangements, practices, contracts or agreements (including employment agreements and severance agreements, incentive compensation, bonus, stock option, stock appreciation rights and stock purchase plans) of any type (including plans described in Section 3(3) of ERISA), maintained by CLEAR-LAM or any ERISA Affiliate, that together with CLEAR-LAM would be deemed a "controlled group" within the meaning of Section 4001(a)(14) of ERISA, or with respect to which CLEAR-LAM has or may have a liability (the "CLEAR-LAM Benefit Plans"). Since September 30, 2000, there has been no change, amendment, modification to, or adoption of, any CLEAR-LAM Benefit Plan, in each case, that has had, or would be reasonably likely to have, a Material Adverse Effect on CLEAR-LAM.

(b) With respect to each CLEAR-LAM Benefit Plan, except as would not, individually or in the aggregate, have a Material Adverse Effect on CLEAR-LAM: (i) if intended to qualify under Section 401(x), 401(k) or 403(x) of the Code, such plan so qualifies, and its trust is exempt from taxation under Section 501(x) of the Code; (ii) such plan has been administered in accordance with its terms and applicable law; (iii) no breaches of fiduciary duty have occurred; (iv) no prohibited transaction within the meaning of Section 406 of ERISA has occurred; (v) as of the date of this Agreement, no lien imposed under the Code or ERISA exists; and (vi) all contributions and premiums due (including any extensions for such contributions and premiums) have been made in full.

(c) None of the CLEAR-LAM Benefit Plans has incurred any "accumulated funding deficiency", as such term is defined in Section 412 of the Code, whether or not waived.

(d) Neither CLEAR-LAM nor any ERISA Affiliate has incurred any liability under Title IV of ERISA (including Sections 4063-4064 and 4069 of ERISA) since the effective date of ERISA that has not been satisfied in full except as, individually or in the aggregate, would not have or would not be reasonably likely to have a Material Adverse Effect on CLEAR-LAM.

(e) With respect to each CLEAR-LAM Benefit Plan that is a "welfare plan" (as defined in Section 3(1) of ERISA), no such plan provides medical or death benefits with respect to current or former employees of CLEAR-LAM beyond their termination of employment, other than on an employee-pay-all basis, except as would not be reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on CLEAR-LAM.

(f) The consummation of the transactions contemplated by this Agreement will not (i) entitle any individual to severance pay or any tax "gross-up" payments with respect to the imposition of any tax pursuant to Section 4999 of the Code or accelerate the time of payment or vesting, or increase the amount, of compensation or benefits due to any individual with respect to any CLEAR-LAM Benefit Plan, or (ii) constitute or result in a prohibited transaction under Section 4975 of the Code or Section 406 or 407 of ERISA with respect to any CLEAR-LAM Benefit Plan.

(g) There is no CLEAR-LAM Benefit Plan that is a "multiemployer plan", as such term is defined in Section 3(37) of ERISA, or which is covered by Section 4063 or 4064 of ERISA.

(h) CLEAR-LAM is not a party to any collective bargaining agreement. Except as would not be reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on CLEAR-LAM, (i) there is no labor strike, slowdown or work stoppage or lockout against CLEAR-LAM and (ii) there is no unfair labor practice charge or complaint against or pending before the National Labor Relations Board. As of the date of this Agreement, there is no representation claim or petition pending before the National Labor Relations Board and, to the knowledge of CLEAR-LAM, no question concerning representation exists with respect to the employees of CLEAR-LAM.

SECTION 4.13. Compliance with Laws; No Default; No Non-Competes.

(a) CLEAR-LAM is not in violation of or has violated or failed to comply with any statute, law, ordinance, regulation, rule, judgment, decree, order, writ, injunction, permit or license or other authorization or approval of any Governmental Authority applicable to its business or operations, except for violations and failures to comply that would not, individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect on CLEAR-LAM.

(b) Each CLEAR-LAM Agreement is a valid, binding and enforceable obligation of CLEAR-LAM and in full force and effect, except where the failure to be valid, binding and enforceable and in full force and effect would not, individually or in the aggregate, have a Material Adverse Effect on CLEAR-LAM. CLEAR-LAM is not in default or violation of any term, condition or provision of (i) its respective certificate of incorporation or by-laws or similar organizational documents or (ii) any CLEAR-LAM Agreement, except, in the case of clauses (i) (with respect to organizational documents that are partnership, joint venture or similar documents) and (ii), for defaults or violations that, individually or in the aggregate, have not had and would not be reasonably likely to have a Material Adverse Effect on CLEAR-LAM. CLEAR-LAM has all permits and licenses necessary to carry on the business being conducted, except where the failure to have such permit or license would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect on CLEAR-LAM. CLEAR-LAM is not a party to any agreement that expressly limits the ability of CLEAR-LAM to compete in or conduct any line of business or compete with any Person or in any geographic area or during any period of time except to the extent that any such limitation would not be reasonably likely to have a Material Adverse Effect on CLEAR-LAM after giving effect to the Merger.

SECTION 4.14. Finders' Fees. No investment banker, broker, finder, other intermediary or other Person is entitled to any fee or commission from CLEAR-LAM upon consummation of the transactions contemplated by this Agreement.

SECTION 4.15. Environmental Matters.

(a) Except as set forth in Schedule 4.15:

(i) no notice, notification, demand, request for information, citation, summons or order has been received by, no complaint has been filed against, no penalty has been assessed against, and no investigation, action, claim, suit, proceeding or review is pending or, to the knowledge of CLEAR-LAM, is threatened by any Person, against

CLEAR-LAM with respect to any matters relating to or arising out of any Environmental Law which, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect on CLEAR-LAM;

(ii) no Hazardous Substance has been discharged, disposed of, dumped, injected, pumped, deposited, spilled, leaked, emitted or released at, on or under any property now or, to the knowledge of CLEAR-LAM, previously owned, leased or operated by CLEAR-LAM, which circumstance, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect on CLEAR-LAM; and

(iii) there are no Environmental Liabilities that, individually or in the aggregate, have had or would be reasonably likely to have a Material Adverse Effect on CLEAR-LAM.

(b) For purposes of this Section, capitalized terms used shall have the meanings assigned to them in Section 3.14(b), except that in all cases the word "CLEAR-LAM" shall be substituted for the word "MAP".

SECTION 4.16. Assets. The assets, properties, rights and contracts, including (as applicable), title or leaseholds thereto, of CLEAR-LAM, taken as a whole, are sufficient to permit CLEAR-LAM to conduct its business as currently being conducted with only such exceptions as are not reasonably likely to have a Material Adverse Effect on CLEAR-LAM. All material real property owned by CLEAR-LAM is owned free and clear of all Liens, except (A) those reflected or reserved against in the latest CLEAR-LAM Financial Statements (or notes thereto), (B) taxes and general and special assessments not in default and payable without penalty or interest, (C) Liens disclosed in Schedule 4.16 and (D) Liens that do not materially adversely interfere with any present use of such property.

SECTION 4.17. Opinion of Financial Advisor. CLEAR-LAM has received the written opinion of Camstock to the effect that, as of the date hereof, the Conversion Number to be received by the holders of Shares in the Merger is fair to CLEAR-LAM from a financial point of view. CLEAR-LAM has delivered to MAP a copy of such opinion.

SECTION 4.18. Accounting Matters. CLEAR-LAM has not taken or agreed to take any action that would prevent CLEAR-LAM from accounting for the business combination to be effected by the Merger as a "pooling of interests".

SECTION 4.19. Insurance. Except as set forth on Schedule 4.19, CLEAR-LAM is insured by insurers, reasonably believed by CLEAR-LAM to be of recognized financial responsibility and solvency, against such losses and risks and in such amounts as are customary in the businesses in which they are engaged. CLEAR-LAM's unsettled workers compensation and general liability claims would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect on CLEAR-LAM.

SECTION 4.20. Takeover Statutes. The Board of Directors of CLEAR-LAM has approved the Merger and this Agreement, and such approval is sufficient to effect the Merger, this Agreement, and the transactions contemplated by this Agreement under provisions of Section 11.20 of the Act.

SECTION 4.21. Pooling Letter. CLEAR-LAM has received a letter from Price Waterhouse dated as of the date of this Agreement and addressed to CLEAR-LAM, a copy of which has been delivered to MAP, stating that, as of the date of this Agreement, based on their best judgment regarding the application of GAAP and the published rules and regulations of the SEC relative to matters of accounting for business combinations, no conditions exist which would preclude CLEAR-LAM from accounting for the Merger as a pooling of interests.

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SECTION 4.22. Affiliates. Schedule 4.22 sets forth each Person who, as of the date hereof, is, to the best of CLEAR-LAM's knowledge, deemed to be an Affiliate of CLEAR-LAM.

ARTICLE 5 **Covenants**

SECTION 5.01. Conduct of MAP. MAP covenants and agrees that, from the date hereof until the Effective Time, except as expressly provided otherwise in this Agreement, including Schedules 3.07 and 5.01 hereto, or as reasonably necessary for MAP to fulfill its obligations hereunder, MAP shall conduct its business in the ordinary course consistent with past practice and shall use their best efforts to preserve intact its business organizations and relationships with customers, suppliers, creditors and business partners and shall use their reasonable efforts to keep available the services of their present officers and employees. Without limiting the generality of the foregoing, from the date hereof until the Effective Time, without the prior written approval of CLEAR-LAM (which approval shall not be unreasonably withheld):

- (a) MAP will not adopt or propose any change in its certificate of incorporation or any material change in its bylaws;
- (b) MAP will not adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other material reorganization of MAP;
- (c) MAP will not sell, lease, license, close, shut down or otherwise dispose of any assets (other than inventory) or facilities, or relocate any facilities, except (i) pursuant to existing contracts or commitments listed on Schedule 5.01 or (ii) sales or other dispositions of assets (other than stores) in the ordinary course of business consistent with past practice;
- (d) MAP will not declare, set aside or pay any dividend or other distribution payable in cash, stock or property with respect to its capital stock;
- (e) MAP will not issue, sell, transfer, pledge, dispose of or encumber any additional shares of, or securities convertible into or exchangeable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of capital stock of any class or series of MAP;
- (f) MAP will not redeem, purchase or otherwise acquire directly or indirectly any of MAP's capital stock;
- (g) MAP will not close, shut down, or otherwise eliminate any of MAP's office, production or sales facilities;
- (h) MAP will not move the location, close, shut down or otherwise eliminate MAP's headquarters or effect a general staff reduction at such headquarters;
- (i) MAP will not (i) enter into (or commit to enter into) any new lease or renew any existing lease (except pursuant to commitments for such lease or lease renewal entered into as of the date hereof) or (ii) purchase or acquire or enter into any agreement to purchase or acquire any real estate (except pursuant to commitments existing as of the date hereof);

(j) MAP will not make or commit to make any capital expenditure (including for facility remodellings, signage and information systems), except for items not exceeding \$10,000 per project or item;

(k) MAP will not, without the prior written consent of CLEAR-LAM, change any tax election, change any annual tax accounting period, change any method of tax accounting, file any amended Tax Return, enter into any closing agreement relating to any material Tax, settle any material Tax claim or assessment, surrender any right to claim a Tax refund or consent to any extension or waiver (other than a reasonable extension or waiver) of the limitations period applicable to any Tax claim or assessment, if any such action would have the effect of materially increasing the aggregate Tax liability or materially reducing the aggregate tax assets of MAP or, to the knowledge of MAP, CLEAR-LAM, taken as a whole;

(l) MAP will not agree or commit to do any of the foregoing; and

(m) MAP will not take or agree or commit to take any action that would make any representation and warranty of MAP hereunder inaccurate in any material respect at, or as of any time prior to, the Effective Time.

SECTION 5.02. Conduct of CLEAR-LAM. From the date hereof until the Effective Time, except as expressly provided otherwise in this Agreement including Schedule 5.02 hereto, or as reasonably necessary for CLEAR-LAM to fulfill its obligations hereunder, CLEAR-LAM shall conduct its business in the ordinary course consistent with past practice and shall use its best efforts to preserve intact its business organizations and relationships with customers, suppliers, creditors and business partners and shall use its reasonable efforts to keep available the services of their present officers and employees.

(a) CLEAR-LAM will not adopt or propose any change in its certificate of incorporation or any material change in its bylaws;

(b) CLEAR-LAM will not: (i) adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other material reorganization of CLEAR-LAM or (ii) make any material acquisition of the business or stores of any Person;

(c) CLEAR-LAM will not sell, lease, license or otherwise dispose of any assets (other than inventory) in an amount that would be material to CLEAR-LAM, taken as a whole, except (i) pursuant to existing contracts or commitments or (ii) in the ordinary course of business consistent with past practice;

(d) CLEAR-LAM will not issue, sell, transfer, pledge, dispose of or encumber any additional shares of, or securities convertible into or exchangeable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of capital stock of any class or series of CLEAR-LAM;

(e) CLEAR-LAM will not declare, set aside or pay any dividend or other distribution payable in cash, stock or property with respect to its capital stock;

(f) CLEAR-LAM will not redeem, purchase or otherwise acquire directly or indirectly any of CLEAR-LAM's capital stock;

(g) CLEAR-LAM will not agree or commit to do any of the foregoing; and

(h) CLEAR-LAM will not take or agree or commit to take any action that would make any representation and warranty of CLEAR-LAM hereunder inaccurate in any material respect at, or as of any time prior to, the Effective Time.

SECTION 5.03. Stockholder Meeting.

(a) MAP shall cause a meeting of its stockholders (the "MAP Stockholder Meeting") to be duly called and held as soon as reasonably practicable after the date of this Agreement for the purpose of voting on the approval and adoption of this Agreement and the Merger (the "MAP Stockholder Approval"). The Board of Directors of MAP shall recommend approval and adoption of this Agreement and the Merger by MAP's stockholders.

(b) CLEAR-LAM shall cause a meeting of its stockholders (the "CLEAR-LAM Stockholder Meeting") to be duly called and held as soon as reasonably practicable after the date of this Agreement for the purpose of voting on the issuance of shares of CLEAR-LAM Common Stock in connection with the Merger (the "CLEAR-LAM Stockholder Approval") and, at such stockholder meeting, the Directors of CLEAR-LAM shall recommend approval by CLEAR-LAM's stockholders of such issuance of shares of CLEAR-LAM Common Stock.

SECTION 5.04. Access to Information.

(a) To the extent permitted by applicable law, from the date hereof until the Effective Time, MAP will give CLEAR-LAM, its counsel, financial advisors, auditors and other authorized representatives reasonable access during normal business hours to the offices, properties, books and records of MAP, will furnish to CLEAR-LAM, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information as such Persons may reasonably request and will instruct MAP's employees, auditors, counsel and financial advisors to cooperate with CLEAR-LAM in its investigation of the business of MAP; provided that no investigation pursuant to this Section shall affect any representation or warranty given by MAP to CLEAR-LAM hereunder. The foregoing information shall be held in confidence.

(b) To the extent permitted by applicable law, from the date hereof until the Effective Time, CLEAR-LAM will Give MAP, its counsel, financial advisors, auditors and other authorized representatives reasonable access during normal business hours to the offices, properties, books and records of CLEAR-LAM, will furnish to MAP, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information as such Persons may reasonably request and will instruct CLEAR-LAM's employees, auditors, counsel and financial advisors to cooperate with MAP in its investigation of the business of CLEAR-LAM; provided that no investigation pursuant to this Section shall affect any representation or warranty given by CLEAR-LAM to MAP hereunder. Such information shall be held in confidence.

SECTION 5.05. Other Offers. From the date hereof until the termination hereof, MAP will not and will cause the officers, directors, employees, investment bankers, consultants and other agents of MAP and the Affiliates of MAP over which MAP exercises control not to, directly or indirectly, take any action to solicit, initiate, encourage or facilitate the making of any acquisition proposal or any inquiry with respect thereto or engage in discussions or negotiations with any Person with respect thereto, or disclose any non-public information relating to MAP or afford access to the properties, books or records of MAP to, any Person that has made any acquisition proposal.

SECTION 5.06. Notices of Certain Events.

(a) MAP and CLEAR-LAM shall promptly notify each other of:

(i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; and

(ii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement.

(b) MAP shall promptly notify CLEAR-LAM of any actions, suits, claims, investigations or proceedings commenced or, to its knowledge threatened against, relating to or involving or otherwise affecting MAP which, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.09 or which relate to the consummation of the transactions contemplated by this Agreement.

(c) CLEAR-LAM shall promptly notify MAP of any actions, suits, claims, investigations or proceedings commenced or, to its knowledge threatened against, relating to or involving or otherwise affecting CLEAR-LAM which, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.09 or which relate to the consummation of the transactions contemplated by this Agreement.

SECTION 5.07. Best Efforts.

(a) Subject to the terms and conditions of this Agreement, each party will use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the Merger and the other transactions contemplated by this Agreement. In furtherance and not in limitation of the foregoing, if deemed necessary by legal counsel to either party, each party hereto agrees to make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby as promptly as practicable and in any event within ten business days of the date hereof and to supply as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act and to take all other actions necessary to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as practicable.

(b) Each of CLEAR-LAM and MAP shall, if applicable in connection with the efforts referenced in Section 5.07(a) to obtain all requisite approvals and authorizations for the transactions contemplated by this Merger Agreement under the HSR Act or any other Antitrust Law, use its best efforts to (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (ii) keep the other party informed in all material respects of any material communication received by such party from, or given by such party to, the Federal Trade Commission (the "FTC"), the Antitrust Division of the Department of Justice (the "DOJ") or any other Governmental Authority and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby; and (iii) permit the other party to review any material communication given by it to, and consult with each other in advance of any meeting or conference with, the FTC, the DOJ or any such other Governmental Authority or, in connection with any proceeding by a private party, with any other Person, and to the extent permitted by the FTC, the DOJ or such other applicable Governmental Authority or other Person, give the other party the opportunity to attend and participate in such meetings and conferences. For purposes of this Agreement, "Antitrust Law" means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as

amended, and all other federal, state and foreign, if any, statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

(c) In furtherance and not in limitation of the covenants of the parties contained in Sections 5.07(a) and (b), each of CLEAR-LAM and MAP shall use its best efforts to resolve such objections if any, as may be asserted with respect to the transactions contemplated hereby under any Antitrust Law. In connection with the foregoing, if any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement as violative of any Antitrust Law, each of CLEAR-LAM and MAP shall cooperate in all respects with each other and use its respective best efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Section 5.07 shall limit a party's right to terminate this Agreement pursuant to Section 7.01(b)(i) or 7.01(c) so long as such party has up to then complied in all material respects with its obligations under this Section 5.07.

(d) If any objections are asserted with respect to the transactions contemplated hereby under any Antitrust Law or if any suit is instituted by any Governmental Authority or any private party challenging any of the transactions contemplated hereby as violative of any Antitrust Law, each of CLEAR-LAM and MAP shall use its best efforts to resolve any such objections or challenge as such Governmental Authority or private party may have to such transactions under such Antitrust Law so as to permit consummation of the transactions contemplated by this Agreement.

SECTION 5.08. Cooperation. Without limiting the generality of Section 5.07, CLEAR-LAM and MAP shall together, or pursuant to an allocation of responsibility to be agreed between them, coordinate and cooperate (i) in determining whether any action by or in respect of, or filing with, any governmental body, agency or official, or authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement, and (ii) in seeking any such actions, consents, approvals or waivers or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

SECTION 5.09. Public Announcements. So long as this Agreement is in effect, CLEAR-LAM and MAP will consult with each other before issuing any press release or making any SEC filing or other public statement with respect to this Agreement or the transactions contemplated hereby or thereby and, except as may be required by applicable law or court process, will not issue any such press release or other public statement prior to such consultation and providing the other party with a reasonable opportunity to comment thereon.

SECTION 5.10. Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of MAP, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of MAP, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of MAP acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

SECTION 5.11. Director and Officer Liability. CLEAR-LAM agrees that at all times after the Effective Time, it shall cause the Surviving Corporation to indemnify each Person who is now, or has been at any time prior to the date hereof, an employee, agent, director or officer of MAP, its successors and assigns (individually an "Indemnified Party" and collectively the "Indemnified Parties"), to the fullest extent permitted by law, with respect to any claim, liability, loss, damage, judgment, fine, penalty, amount paid in settlement or compromise, cost or expense (including reasonable fees and expenses of legal counsel), whenever asserted or claimed, based in whole or in part on, or arising in whole or in part out of, any facts or circumstances occurring at or prior to the Effective Time whether commenced, asserted or claimed before or after the Effective Time, including liability arising under the 1933 Act, the 1934 Act or state law. CLEAR-LAM agrees to pay all expenses (including fees and expenses of counsel) that may be incurred by any Indemnified Party in successfully enforcing the indemnity or other obligations under this Section 5.11. The rights under this Section 5.11 are in addition to rights that an Indemnified Party may have under the certificate of incorporation, bylaws, or other similar organizational documents of MAP or the Act. The rights under this Section 5.11 shall survive consummation of the Merger and are expressly intended to benefit each Indemnified Party. CLEAR-LAM agrees to cause the Surviving Corporation (or its successors) to maintain in effect for a period of six years the provisions of its certificate of incorporation or bylaws or similar organizational documents providing for indemnification of Indemnified Parties, with respect to facts or circumstances occurring at or prior to the Effective Time, to the fullest extent provided by law.

SECTION 5.12. Obligations of MAP. CLEAR-LAM will take all action necessary to cause MAP to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement.

SECTION 5.13. Antitakeover Statutes. If any Takeover Statute is or may become applicable to the Merger, each of CLEAR-LAM and MAP shall take such actions as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of any Takeover Statute on the Merger.

SECTION 5.14. Tax and Accounting Treatment. Each of CLEAR-LAM and MAP shall not take any action and shall not fail to take any action which action or failure to act would prevent, or would be reasonably likely to prevent, the Merger from qualifying (A) for pooling of interests accounting treatment or (B) as a reorganization within the meaning of Section 368(x) of the Code.

SECTION 5.15. Employee Benefits. Subject to Section 1.04, following the Effective Time, CLEAR-LAM shall: (i) honor all obligations under employment agreements of MAP and (ii) pay all benefits accrued through the Effective Time under employee benefit plans, programs, policies and arrangements of MAP in accordance with the terms thereof. In furtherance and not in limitation of the foregoing, CLEAR-LAM agrees to provide employees of MAP who continue to be employed by the surviving corporation as of the Effective Time ("Continuing Employees") for a period of not less than one year following the Effective Time with (A) annual compensation not less favorable than the annual compensation which they were receiving immediately prior to the Effective Time, and (B) benefits which, in the aggregate, are no less favorable than the benefits provided to such MAP employees immediately prior to the Effective Time. Following such one-year period, Continuing Employees shall be provided with compensation and benefits no less favorable than the compensation and benefits provided to similarly situated CLEAR-LAM employees. Furthermore, with respect to medical benefits provided to Continuing Employees as of the Effective Time under CLEAR-LAM's benefit plans, CLEAR-LAM agrees that it will waive waiting periods and pre-existing condition requirements under such plans (to the extent waived under MAP's plans), and will give Continuing Employees credit for any copayments and deductibles

actually paid by such employees under MAP's medical plans during the calendar year in which the Closing occurs. In addition, service with MAP shall be recognized for purposes of eligibility under CLEAR-LAM welfare plans as well as for purposes of CLEAR-LAM's programs or policies for vacation pay and sick pay. Without limiting the generality of the foregoing, CLEAR-LAM shall honor all vacation, personal and sick days accrued by Continuing Employees under MAP's plans, policies, programs and arrangements immediately prior to the Effective Time.

SECTION 5.16. Clear-Lam Board of Directors. The Board of Directors of CLEAR-LAM shall take such corporate actions as are necessary to provide that, effective at the Effective Time of the Merger, the individuals set forth on Schedule 5.16 shall become members of the Board of Directors of CLEAR-LAM.

ARTICLE 6 Conditions to the Merger

SECTION 6.01. Conditions to the Obligations of Each Party. The obligations of MAP and CLEAR-LAM to consummate the Merger are subject to the satisfaction (or waiver by the party for whose benefit the applicable condition exists) of the following conditions:

- (a) (i) this Agreement and the transactions contemplated hereby shall have been approved and adopted by the stockholders of MAP in accordance with the Act and by the stockholders of CLEAR-LAM;
- (b) any applicable waiting period under the HSR Act relating to the transactions contemplated by this Agreement shall have expired;
- (c) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit or enjoin the consummation of the Merger;
- (d) there shall not be pending any suit, action or proceeding by any governmental entity, (i) seeking to restrain or prohibit the consummation of the Merger or any of the other transactions contemplated by this Agreement, or seeking to obtain from CLEAR-LAM or MAP any damages the amount of which would be reasonably likely to have a Material Adverse Effect on MAP and CLEAR-LAM, taken as a whole, or (ii) except to the extent consistent with the obligations of MAP and CLEAR-LAM under Section 5.07, seeking to prohibit or limit the ownership or operation by CLEAR-LAM, MAP, or to compel CLEAR-LAM or MAP to dispose of or hold separate, any material portion of the business or assets of CLEAR-LAM or MAP, as a result of the Merger or any of the other transactions contemplated by this Agreement;

SECTION 6.02. Conditions to the Obligations of Clear-Lam. The obligations of CLEAR-LAM to consummate the Merger are subject to the satisfaction (or waiver by CLEAR-LAM) of the following further conditions:

- (a) (i) MAP shall have performed in all material respects all of its obligations and complied in all material respects with all of its covenants hereunder required to be performed or complied with by it at or prior to the Effective Time and (ii) the representations and warranties of MAP contained in this Agreement shall be true and correct in all material respects at and as of the Effective Time, as if made at and as of such time, except (x) for changes specifically permitted by this Agreement and (y) those representations and warranties that address matters only as of a particular date which are true and correct in all material respects as of such date; and CLEAR-LAM shall have received a certificate signed by an executive officer of MAP to the effect set forth in clauses (i) and (ii).

SECTION 6.03. Conditions to the Obligations of MAP. The obligations of MAP to consummate the Merger are subject to the satisfaction (or waiver by MAP) of the following further conditions:

(a) (i) CLEAR-LAM shall have performed in all material respects all of its obligations and complied in all material respects with all of its covenants hereunder required to be performed or complied with by it at or prior to the Effective Time and (ii) the representations and warranties of CLEAR-LAM contained in this Agreement shall be true and correct in all material respects at and as of the Effective Time, as if made at and as of such time, except (x) for changes specifically permitted by this Agreement and (y) those representations and warranties that address matters only as of a particular date which are true and correct in all material respects as of such date; and MAP shall have received a certificate signed by an executive officer of CLEAR-LAM to the effect set forth in clauses (i) and (ii); and

(b) MAP shall have received an opinion of Altschuler, Melvoin and Glasser LLP in form and substance reasonably satisfactory to MAP, on the basis of certain facts, representations and assumptions set forth in such opinion which are consistent with the state of facts existing at the Effective Time, to the effect that neither it nor any of its stockholders shall recognize gain or loss for U.S. federal income tax purposes as a result of the Merger (other than in respect of any cash paid in lieu of fractional shares).

ARTICLE 7 Termination

SECTION 7.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the stockholders of MAP or CLEAR-LAM):

(a) by mutual written consent of MAP and CLEAR-LAM;

(b) by either MAP or CLEAR-LAM:

(i) if the Merger has not been consummated by December 31, 2000 (the "End Date"); or

(ii) if the MAP Stockholder Approval or the CLEAR-LAM Stockholder Approval shall not have been obtained by reason of the failure to obtain the required vote at a duly held meeting of stockholders or any adjournment thereof;

(c) by either MAP or CLEAR-LAM (so long as such party has complied in all material respects with its obligations under Section 5.07), if consummation of the Merger would violate or be prohibited by any law or regulation or if any injunction, judgment, order or decree enjoining MAP or CLEAR-LAM from consummating the Merger is entered and such injunction, judgment, order or decree shall become final and nonappealable;

(d) by MAP:

(i) if prior to the MAP Stockholder Meeting, the Board of Directors of MAP shall have failed to recommend or withdrawn or modified or changed in a manner adverse to CLEAR-LAM its approval or recommendation of this Agreement or the Merger; or

(ii) upon a breach of any representation, warranty, covenant or agreement of CLEAR-LAM, or if any representation or warranty of CLEAR-LAM shall become untrue, in either case such that the conditions set forth in Section 6.03 would be incapable of being satisfied by the End Date;

(e) by CLEAR-LAM:

(i) if the Board of Directors of MAP shall have failed to recommend or withdrawn, or modified or changed in a manner adverse to CLEAR-LAM its approval or recommendation of this Agreement or the Merger; or

(ii) upon a breach of any representation, warranty, covenant or agreement of MAP, or if any representation or warranty of MAP shall become untrue, in either case such that the conditions set forth in Section 6.02(a) would be incapable of being satisfied by the End Date.

The party desiring to terminate this Agreement pursuant to clauses (b), (c), (d) or (e) of this Section 7.01 shall give written notice of such termination to the other party in accordance with Section 8.01, specifying the provision hereof pursuant to which such termination is effected. Notwithstanding anything else contained in this Agreement, (A) the right to terminate this Agreement under this Section 7.01 shall not be available to any party (1) that is in material breach of its obligations hereunder or (2) whose failure to fulfill its obligations or to comply with its covenants under this Agreement in all material respects has been the cause of, or resulted in, the failure to satisfy any condition to the obligations of either party hereunder, and (B) no party that is in material breach of its obligations hereunder shall be entitled to any payment of any amount from the other party pursuant to Section 8.04.

SECTION 7.02. Effect of Termination. If this Agreement is terminated pursuant to Section 7.01, this Agreement shall become void and of no effect with no liability on the part of any party hereto, except that (a) the agreements contained in this Section 7.02 and in Sections 5.15 and 8.04 and in the Confidentiality Agreement shall survive the termination hereof and (b) no such termination shall relieve any party of any liability or damages resulting from any willful material breach by that party of this Agreement.

ARTICLE 8 Miscellaneous

SECTION 8.01. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including telecopy or similar writing) and shall be given:

If to CLEAR-LAM, to:

Clear-Lam Packaging, Inc.
1950 Pratt Blvd.
Elk Grove Village, IL 60007-5993
Fax: (847) 439-8582
Attention: James Sanfilippo, President

with a copies to:

Ted A. Meyers
Foote, Meyers, Mielke, Flowers & Solano, LLC

TRADEMARK

REEL: 002974 FRAME: 0283

13 South Seventh Street
Geneva, IL 60134
Fax: (630) 845-8982

and

Neal R. Pitcher
Neal R. Pitcher, P.C.
100 East Chicago Street
Suite 305
Elgin, IL 60120
Fax: (847) 429-0204

If to MAP, to:

Jescorp, Inc., d/b/a Map Systems
International
300 East Touhy Avenue
Des Plaines, IL 60018
Fax (847) 299-7822
Attention: John E. Sanfilippo, President

with a copy to:

or such other address or telecopy number as such party may hereafter specify for the purpose by notice to the other parties hereto. Each such notice, request or other communication shall be effective (a) if given by telecopy, when such telecopy is transmitted to the telecopy number specified in this Section 8.01 and the appropriate telecopy confirmation is received or (b) if given by any other means, when delivered at the address specified in this Section 8.01.

SECTION 8.02. Entire Agreement; Non-Survival of Representations and Warranties; Third Party Beneficiaries.

(a) This Agreement (including any exhibits hereto), the other agreements referred to in this Agreement and the Confidentiality Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to such subject matter. This Agreement or any other agreement contemplated hereby or thereby (or any provision hereof or thereof) is intended to confer on any Person other than the parties hereto or thereto any rights or remedies (except that Article 1 and Sections 5.12 and 5.17 are intended to confer rights and remedies on the Persons specified therein).

(b) The representations and warranties contained herein or in any schedule, instrument or other writing delivered pursuant hereto shall not survive the Effective Time.

SECTION 8.03. Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by MAP and CLEAR-LAM or, in the case of a waiver, by the party against whom the waiver is to be effective; provided that after the adoption of this Agreement by the stockholders of (i) MAP, there shall be made no amendment that by law requires further approval by stockholders without the further approval of such stockholders and (ii) CLEAR-LAM, there shall be made no amendment that by law requires further approval by stockholders without the further approval of such stockholders.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 8.04. Expenses. Except as otherwise specified in this Section 8.04 or agreed in writing by the parties, all costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such cost or expense.

SECTION 8.05. Successors and Assigns. The provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other parties hereto.

SECTION 8.06. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of Illinois (without regard to principles of conflict of laws).

SECTION 8.07. Jurisdiction. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated by this Agreement may be brought against any of the parties in any federal court located in the State of Illinois or any Illinois state court, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and waives any objection to venue laid therein. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the State of Illinois. Without limiting the generality of the foregoing, each party hereto agrees that service of process upon such party at the address referred to in Section 8.01, together with written notice of such service to such party, shall be deemed effective service of process upon such party.

SECTION 8.08. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

SECTION 8.09. Interpretation. When a reference is made in this Agreement to a Section or Schedule, such reference shall be to a Section of or a Schedule to this Agreement unless otherwise indicated. The table of

contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation". The phrases "the date of this Agreement", "the date hereof", and terms of similar import, unless the context otherwise requires, shall be deemed to refer to December 26, 2000.

SECTION 8.10. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such determination that any term, provision, covenant or restriction of this Agreement is invalid, void, unenforceable or against regulatory policy, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

SECTION 8.11. Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any Federal court located in the State of Illinois or any Illinois state court, in addition to any other remedy to which they are entitled at law or in equity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CLEAR-LAM PACKAGING, INC.

By


James Sanfilippo, President

JESCORP, INC., d/b/a MAP SYSTEMS
INTERNATIONAL, INC.

By


John E. Sanfilippo, President

TRADEMARK