TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InterNest Inc.		11/10/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	LendingTree, LLC
Street Address:	11115 Rushmore Dr
City:	waxhaw
State/Country:	NORTH CAROLINA
Postal Code:	28277
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2685446	INEST

OP $40.00 2685446

CORRESPONDENCE DATA

Fax Number: (949)255-5131
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704 943 8472
Email: dashley@lendingtree.com
Correspondent Name: Debra Ashley
Address Line 1: 11115 Rushmore Dr
Address Line 4: charlotte, NORTH CAROLINA 28277

NAME OF SUBMITTER:	Debra Ashley
Signature:	/debraashley/
Date:	07/16/2008

Total Attachments: 85
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EXECUTION COPY

PURCHASE AGREEMENT

among

INTERNEST INC.,

ITS STOCKHOLDERS

and

ROBIN ACQUISITION CORP.

Dated as of October 28, 2004

C666161

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TO THE PURCHASE AGREEMENT,
BY AND AMONG INTERNEST INC. AND
ROBIN ACQUISITION CORP.

Exhibits

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of October 28, 2004, by and among (i) Internest Inc., a Delaware corporation (the "**Company**"), (ii) each of the stockholders of the Company identified as a "Seller" on Exhibit A attached hereto (the "**Sellers**"), and (iii) Robin Acquisition Corp., a Delaware corporation ("**Buyer**"). The Company, the Sellers and Buyer are each sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. The Company, through its Subsidiaries, is a real estate brokerage with a focus on newly constructed homes while leveraging the internet to provide additional value to its customers (the "**Business**").

B. The Sellers own all of the issued and outstanding shares of capital stock (the "**Stock**") of the Company.

C. The Sellers desire to sell, and Buyer desires to purchase, all of the Stock.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

1. DEFINITIONS

"**Adverse Consequences**" means and includes any demands, claims (including any customer claims), actions or causes of action, assessments, liability, settlement, judgment or judicial compromise (whether voluntary or involuntary), loss, damage, interest, penalty or deficiency (including costs and reasonable fees and expenses of counsel or consultants); provided, however, that, with respect to representations and warranties that address the operations of the business of the Company and the Subsidiaries prior to the Closing (including, without limitation, Section 4.14) the Buyer Group shall not be entitled to recover any Adverse Consequences resulting from or arising out of the operation of the Business after the Closing. Adverse Consequences shall be reduced (but not below zero) by any insurance reimbursements or payments actually received by the Indemnified Party (as defined in Article 12) in respect thereof and any tax benefits actually realized by the Indemnified Party. Any tax benefits shall be reduced by any tax costs arising from the same Adverse Consequences. To avoid duplication of payments hereunder, if any, whenever following receipt of an indemnification payment, either party receives insurance proceeds or other third-party payment with respect to the same Adverse Consequence for which indemnification has been paid, the amount of the indemnification payment duplicated will be refunded to the party making payment.

"**Affiliate**" means, with respect to any particular Person, any Person controlling, controlled by or under common control with such Person, whether by ownership or control of

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voting securities, by contract or otherwise, or any partner, director, manager or executive officer of such Person.

"**Bank of America Agreements**" means that certain Website Services Agreement between iNest Realty, Inc. and Bank of America Technology and Operations, Inc. dated August 23, 2002, and that certain Internet Services Marketing Agreement between iNest Realty, Inc. and Bank of America, N.A. dated February 18, 2004.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"**Confidential Information**" means any nonpublic information concerning the businesses and affairs of the Company and/or its Subsidiaries other than any such information that (i) is generally available to or known by the public immediately prior to the time of disclosure (except through the actions or inactions of the Person to whom disclosure has been made, or any of such Person's Affiliates, advisors or representatives) or (ii) has been acquired or developed independently from the Company or its Affiliates, advisors or representatives.

"**Consent**" means any consent, approval, authorization, permission or waiver.

"**Designated Broker**" means any individual that is licensed as a real estate broker by a Governmental Body and that is the Company's designated broker-officer, or equivalent, with respect to any Governmental Authorization held by the Company, and identified on Schedule 1.1 attached hereto.

"**Encumbrance**" means any mortgage, pledge, lien, encumbrance, charge, or other security interest, option, right or restriction, other than (a) mechanic's, materialmen's, and similar liens for amounts not yet due and payable, (b) liens for Taxes not yet due and payable or for Taxes that the taxpayer is contesting in good faith through appropriate proceedings, (c) purchase money liens and liens securing rental payments under capital lease arrangements that have been disclosed pursuant hereto to the extent required to be disclosed, (d) zoning laws and other land use restrictions that do not materially impair the present use of the property subject thereto, (e) in the case of real property, any defects, easements, rights of way, restrictions, covenants, claims, or other similar encumbrances or charges that do not have a Material Adverse Effect on the use or possession of such real property, and (f) in the case of the Stock, restrictions arising under applicable securities laws.

"**Environmental Laws**" means all presently existing Laws pertaining to Hazardous Materials and protection of the environment including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Solid Waste Disposal Act, the Federal Water Pollution Control Act, the Clean Air Act, and the Toxic Substances Control Act, each as amended.

"**Exhibits**" means the exhibits that are attached to this Agreement and are incorporated by reference herein.

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"**Forward Patent**" means U.S. Patent No. 6,578,011 issued June 10, 2003 entitled "System and Method for Directing and Instructing Customers to Deal with Specific Merchants Using Incentives".

"**GAAP**" means United States generally accepted accounting principles as in effect from time to time, applied consistently with the principles used in preparing the Financial Statements (as defined in Section 4.5 below) for the Most Recent Fiscal Year End (as defined in Section 4.5 below).

"**Governmental Authorization**" means any Consent, franchise, certificate of authority, Order, license, permit or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

"**Governmental Body**" means any federal, state, local, foreign, or other government or quasi-governmental authority or any department, agency, subdivision, court or other tribunal of any of the foregoing.

"**Hazardous Material**" means any substance, whether solid, liquid or gaseous in nature which is or becomes defined as a "**hazardous waste**", a "**hazardous substance**", a "**pollutant**" or a "**contaminant**" under the Environmental Laws; petroleum products and the constituents and fractions thereof and asbestos and polychlorinated biphenyls.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"**Indebtedness**" means the aggregate amount (including the current portions thereof) of all (i) indebtedness for money borrowed from others, (ii) purchase money obligations and capitalized lease obligations of the Company and its Subsidiaries, (iii) indebtedness of the type described in subsections (i) and (ii) above guaranteed, directly or indirectly, in any manner by the Company or its Subsidiaries, but excluding endorsements of checks and other instruments in the Ordinary Course of Business, (iv) interest expense accrued but unpaid on or relating to any of such indebtedness, and (v) prepayment penalties and premiums relating to any of such indebtedness.

"**Knowledge of the Company**", or any similar phrases, shall mean (a) the actual knowledge of Andrew L. Wolf, Randy Pickard, Vince Halama, John Oltman or Jeff Harris; and (b) the knowledge that would be expected to be obtained by the individuals identified in part (a) above in the ordinary course of business.

"**Law**" means any federal, state, local, foreign or other law, statute, ordinance, regulation, rule, Order, constitution, treaty, principle of common law or other restriction of any Governmental Body.

"**Majority Sellers**" shall mean each of Andrew L. Wolf, Open Prairie Ventures I, L.P., Dodi Ventures, LLC, and Origin Ventures, LLC.

"**Material Adverse Effect**" means any material adverse effect or impact upon the assets, financial condition, results of operations or business of the Company and its Subsidiaries, taken

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as a whole, or on the ability of the Company or the Sellers, either individually or as a group, to consummate the transactions contemplated hereby; provided, however, that none of the following shall be deemed in themselves, either alone or in combination, to constitute a Material Adverse Effect: (a) any failure by the Company and/or any of its Subsidiaries to meet projections or forecasts or revenue or earnings predictions; or (b) any adverse change, effect, event, occurrence, state of facts or development which is attributable to, resulting from, or relating to (i) the announcement or pendency of the transactions contemplated by this Agreement; (ii) conditions affecting the industry in which the Company and its Subsidiaries participates, the U.S. economy as a whole or the capital markets in general or the markets in which the Company and its Subsidiaries operate that has not had, and is not reasonably expected to have, a materially and adversely disproportionate effect on the Company and/or its Subsidiaries; (iii) compliance with the terms of, or the taking of any action required by, this Agreement; (iv) any change in accounting principles or the interpretation thereof that has not had, and is not reasonably expected to have, a materially and adversely disproportionate effect on the Company and/or its Subsidiaries; or (v) acts of terrorism or military action or the threat thereof.

"Options" means, as of the date hereof, the aggregate amount of unexercised stock options to purchase shares of common stock of the Company, as more fully set forth on Exhibit B hereto.

"**Order**" means any order, award, decision, injunction, judgment, ruling, decree, charge, writ, subpoena or verdict entered, issued, made or rendered by any Governmental Body or arbitrator.

"**Ordinary Course of Business**" means the ordinary course of business of the Company and its Subsidiaries consistent with past custom and practice.

"**Person**" means any individual, trust, corporation, partnership, limited partnership, limited liability company or other business association or entity, court, governmental body or governmental agency.

"**Pro Rata Portion**" means, with respect to each Seller, that percentage of the total Stock, on an as-if-converted to common stock basis, owned by such Seller as of the Closing. Each Seller's Pro Rata Portion is set forth on Exhibit 1.1 attached hereto.

"**Proceeding**" means any proceeding, charge, complaint, claim, demand, notice, action, suit, litigation, hearing, audit, investigation, arbitration or mediation (in each case, whether civil, criminal, administrative, investigative or informal) commenced, conducted, heard or pending by or before any Governmental Body, arbitrator or mediator.

"**Regulatory Clearance Date**" shall mean the date on which the Parties shall have received all regulatory approvals.

"**RESPA**" means the Real Estate Settlement Procedures Act of 1974 and Regulation X promulgated thereunder, each as amended from time to time.

"**Schedules**" means the schedules that are attached to this Agreement and are incorporated by reference herein.

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"**Seller Representative**" shall have the meaning given such term in Section 10.1 hereof.

"**Subsidiary**" means, collectively, iNest Realty Inc. and iNest Realty Minnesota, Inc.

"**Tax**" or "**Taxes**" means (i) any United States or foreign, state or local income, gross receipts, sales, licenses, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, use, transfer, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of any obligation to indemnify any other person.

"**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Warrants**" means those certain Common Stock Purchase Warrants issued to Bank of America Corporation (including any warrants issued in connection with the termination of the Bank of America Agreements) exercisable for the number of shares of Stock indicated on Exhibit B.

2. PURCHASE AND SALE

2.1 Purchase and Sale of Stock. Subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 2.2), Buyer will purchase, and each Seller will sell, transfer and assign to Buyer, the Stock owned by such Seller, set forth opposite such Seller's name on Exhibit A, free and clear of all claims, pledges, security interests, liens, charges, encumbrances, options, proxies, voting trusts or agreements, claims of ownership by third parties and other restrictions or limitations of any kind, other than applicable federal and state securities law restrictions.

2.2 Closing. The closing of the purchase and sale of the Stock and the other transactions contemplated hereby (the "**Closing**") will take place commencing at 10:00 a.m. on the date hereof, at the offices of Helms Mulliss & Wicker, PLLC, 201 N. Tryon Street, Suite 3000, Charlotte, North Carolina 28202. The date on which the Closing actually occurs is referred to herein as the "**Closing Date**". For accounting purposes only, the Closing, and all transactions that occur at the Closing, shall be deemed to have occurred, and be effective, as of 11:59 p.m. (Eastern Daylight Time) on the Closing Date; for all other purposes, the Closing and all transactions that occur at the Closing, shall be deemed to have occurred at the actual time the Closing occurs (Eastern Daylight Time).

2.3 Purchase Price. The purchase price to be paid for the Stock is (a) Thirty One Million Eight Hundred Thousand and No/100 U.S. Dollars (U.S. $31,800,000.00) (the "**Closing Payment**"), subject to any adjustments to be made in accordance with Section 2.5 (such Closing Payment as adjusted, the "**Adjusted Closing Payment**"), plus (b) Five Million and No/100 U.S. Dollars (U.S. $5,000,000.00), to be paid in full on December 30, 2004 in accordance with Section 2.6 below (the "**Post-Closing Payment**"), plus (c) the additional consideration actually

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paid pursuant to that certain Earn-Out Agreement (the "**Earn-Out**"), a copy of which is attached hereto as Exhibit C (the "**Earn-Out Agreement**") (collectively, the "**Purchase Price**") (apportioned in accordance with the distribution schedule as set out in Schedule 2.3) (the "**Distribution Schedule**"). The Adjusted Closing Payment shall be delivered at or prior to Closing by Buyer as follows and in the following order of priority (provided there are sufficient funds after any Purchase Price adjustment):

(a) At Closing, Buyer shall deliver by wire transfer of good, immediately available funds, the Option and Warrant Payment (as defined in Section 2.4) to the payees thereof in accordance with the Distribution Schedule;

(b) Concurrently with the disbursement made under subsections (a) above, Buyer shall deliver to Credit Suisse First Boston by wire transfer of good, immediately available funds an amount equal to $1,800,000, which represents the amount to be paid by the Company as investment banking fees, accountant fees and related expenses incurred in connection with the transactions contemplated hereby; and

(c) Concurrently with the disbursements made under subsections (a) and (b) above, Buyer shall deliver the remainder of the Adjusted Closing Payment, by wire transfer of good, immediately available funds to the Sellers in accordance with the Distribution Schedule.

2.4 Options and Warrants. Prior to the Closing, the Company will fully vest all Options (excluding any Options held by an option holder who has provided the Company with notice of his or her employment resignation prior to the Closing) and cancel the Options and the Warrants in accordance with their terms, in exchange for (a) a payment at Closing to each holder of Options and the Warrants identified on Schedule 2.3 equal to (i) the Adjusted Closing Payment less the amounts paid pursuant to Section 2.3(b), *multiplied by* (ii) a fraction, the numerator of which is the number of shares of common stock for which such holder's Option or Warrant is exercisable (without regard to vesting limitations) and the denominator of which is the total number of the Company's issued common stock on a fully diluted, as-if-converted to common stock basis (the result of such fraction, the "**Holder's Share**"); and (b) a right to receive the Holder's Share of the Post-Closing Payment and the Earn-Out; such amounts to be reduced by the exercise price of the Options and the Warrants and any applicable withholding taxes. The "**Option and Warrant Payment**" means the aggregate amount of the payments made to the holders of the Options and Warrants pursuant to this Section 2.4.

2.5 Adjustments to the Purchase Price. The Closing Payment to be paid at Closing shall be decreased by an amount equal to the Indebtedness of the Company and its Subsidiaries as of Closing. Buyer acknowledges and agrees that the Company may fund a twenty five thousand dollar ($25,000.00) bonus pool to be payable, at Seller Representative's discretion, to employees of the Company who are not Sellers or holders of Options or Warrants (the "**Non-Executive Bonus Pool**"). There shall be no reduction in or adjustment to the Purchase Price relating to the Non-Executive Bonus Pool.

2.6 Post-Closing Payment. Buyer shall pay the Post-Closing Payment in full to the Sellers and to the holders of the Options and the Warrants on December 30, 2004, in accordance with the Distribution Schedule. The Post-Closing Payment shall not be subject to any offset,

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reduction or contingency of any kind. Without limiting the generality of the foregoing, the Post-Closing Payment shall not be subject to offset for indemnification claims hereunder (it being understood that, at such time as the Post-Closing Payment is paid in full, 10% of the Post-Closing Payment shall be added to the Cash Portion of the Cap as provided in Section 12.3 hereof).

2.7 Waiver and Termination of Rights. Effective as of the Closing, each Seller and the Company hereby consent to the cancellation of the Options and the transfer of the Stock of each Seller to Buyer at the Closing and waive any rights such Party may have arising from or relating to such transfer (other than those rights under this Agreement, the Earn-Out Agreement and the transactions contemplated hereby and thereby), including any rights of first refusal or similar rights and any rights to receive notices, representation letters, opinions of counsel or similar documentation in advance of or in connection with such transfer, whether such rights arise under any stockholders agreement, warrant or warrant agreement or any other agreement, and hereby consent to the termination of all agreements identified on Schedule 3.1(b) to this Agreement to which such Seller is a party in his, her or its capacity as a stockholder of the Company.

3. CONDITIONS TO CLOSING

3.1 Conditions to Buyer's Obligations. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions as of the Closing Date:

(a) Closing Deliverables. The Company or the Seller Representative (on behalf of the Sellers), as applicable, shall have delivered to Buyer each of the following:

(i) evidence of any Governmental Authorization necessary for the Company and the Sellers to consummate the transactions contemplated herein;

(ii) to the extent evidenced by certificates, the certificates (or lost share affidavits) representing the Stock, as indicated on Exhibit A;

(iii) all minute books, stock books, ledgers and registers, if any, and other records relating to the organization, ownership and maintenance of the Company and its Subsidiary, if not already located on the premises of the Company or its Subsidiary;

(iv) a copy of the certificate of incorporation of the Company, certified by the Secretary of State of Delaware and a certificate of good standing from Delaware and each jurisdiction in which the Company is duly qualified to transact business, in each case, dated within sixty (60) days of the Closing Date;

(v) a copy of the certificate of incorporation or equivalent document for each of the Subsidiaries, certified by the state of such Subsidiary's formation, and a certificate of good standing from such Subsidiary's state of formation and each jurisdiction in which such Subsidiary is duly qualified to transact business, in each case, dated within sixty (60) days of the Closing Date;

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(vi) certified copies of the resolutions duly adopted by the Company's directors authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby, and the consummation of all transactions contemplated hereby and thereby;

(vii) certified copies of the resolutions duly adopted by the member or manager (as applicable) of Origin Ventures, LLC and Dodi Ventures, LLC, and certified copies of the resolutions duly adopted by the board of directors Garage Securities, Inc. and of the general partner of Open Prairie Ventures I, L.P., in each case, authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby, and the consummation of all transactions contemplated hereby and thereby;

(viii) signed resignations of each director of the Company, in form and substance reasonably satisfactory to Buyer;

(ix) a copy of an opinion of Sachnoff & Weaver, Ltd. in substantially the form attached hereto as Exhibit E;

(x) a copy of duly executed employment agreements between the Company and each of Andrew L. Wolf, Vince Halama, Randy Pickard, Jeff Harris and John Oltman, such agreements to be in substantially the form of Exhibit F attached hereto; and

(xi) the final invoices for the attorneys fees, investment banking fees, accountant fees and similar expenses incurred by the Company in connection with the transactions contemplated herein.

(b) The Company shall have terminated those contracts, agreements, arrangements and leases listed on Schedule 3.1(b).

(c) The Company shall have obtained any necessary Consents, with respect to those contracts, agreements and arrangements listed on Schedule 3.1(c).

(d) Those Sellers listed on Schedule 3.1(d) shall have entered into that certain Noncompete and Confidentiality Agreement, the form of which is attached hereto as Exhibit G.

(e) There shall have been no event that has caused a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect.

(f) The Sellers shall have entered into that certain Release Agreement, the form of which is attached hereto as Exhibit H.

(g) [Intentionally Omitted.]

(h) Seller Representative (on behalf of the Sellers) shall have entered into the Earn-Out Agreement.

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(i) The performance of the transactions must not, directly or indirectly, with or without notice or lapse of time, violate any Law.

If the Closing occurs, all closing conditions set forth in this Section 3.1 which have not been fully satisfied as of the Closing shall be deemed to have been fully waived by Buyer.

3.2 Conditions to the Company's and the Sellers' Obligations. The obligations of the Company and the Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions as of the Closing Date:

(a) Closing Deliverables. Buyer shall have delivered to the Company and the Sellers each of the following:

(i) the Purchase Price in accordance with Section 2.3;

(ii) to the Company, certified copies of the resolutions duly adopted by Buyer's board of directors (or its equivalent governing body) authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby, and the consummation of all transactions contemplated hereby and thereby;

(iii) evidence of any Governmental Authorization necessary for Buyer to consummate the transactions contemplated herein;

(iv) to the Company, a copy of the certificate of incorporation or equivalent document for Buyer, certified by the state of Buyer's formation, and a certificate of good standing from each jurisdiction in which Buyer is duly qualified to transact business, in each case, dated within sixty (60) days of the Closing Date; and

(v) a copy of an opinion of Helms Mulliss & Wicker, PLLC in substantially the form attached hereto as Exhibit J;

(b) Buyer shall have entered into the Earn-Out Agreement.

(c) The performance of the transactions must not, directly or indirectly, with or without notice or lapse of time, violate any Law.

If the Closing occurs, all closing conditions set forth in this Section 3.2 which have not been fully satisfied as of the Closing shall be deemed to have been fully waived by the Company and the Sellers.

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4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Buyer that:

4.1 Organization, Qualification and Authority.

(a) The Company. The Company is a corporation duly formed and validly existing under the Laws of the State of Delaware. The Company has all requisite corporate power and authority to carry on the business in which it is presently engaged and to own and use the properties presently owned and used by it. True and correct copies of the Company's certificate of incorporation and bylaws, as amended to date, and its minute book have been made available to Buyer. The Company is qualified to conduct business and is in good standing or is active, as the case may be, under the Laws of each jurisdiction wherein the nature of its business or its operation, leasing or ownership of property requires it to be so qualified, except where the failure to be so qualified could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. Schedule 4.1 lists all jurisdictions in which the Company is qualified to do business.

(b) Subsidiaries. Except as set forth in Schedule 4.1, neither the Company nor any of its Subsidiaries owns or holds the right to acquire any stock, membership interest, partnership interest, joint venture interest or other equity ownership interest in any other Person. Except as set forth on Schedule 4.1, each Subsidiary is wholly owned by the Company. Except as may be set forth on Schedule 4.1, there are no currently outstanding or authorized options, warrants, rights, contracts, rights of first refusal or first offer, calls, preemptive rights, puts, rights to subscribe, conversion rights, or other agreements or commitments to which a Subsidiary is a party, or which are binding upon a Subsidiary providing for the issuance, disposition, or acquisition of any of its capital stock or securities convertible into or exchangeable for its capital stock. There are no outstanding or authorized equity appreciation, phantom equity, or similar rights with respect to any Subsidiary. Each of the Subsidiaries is duly formed and validly existing under the Laws of the jurisdiction of formation and each is qualified to conduct business and is in good standing or is active, as the case may be, under the Laws of each jurisdiction wherein the nature of its business or its ownership, operation or leasing of property requires it to be so qualified, except where the failure to be so qualified could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. Schedule 4.1 lists all jurisdictions in which each of the Subsidiaries is qualified to do business.

4.2 Capitalization. Schedule 4.2 sets forth (i) the authorized capital stock of the Company, (ii) the number of issued and outstanding shares of each class of the authorized capital stock of the Company, all of which are owned of record by the Sellers, (iii) all options, warrants and other instruments, directly or indirectly, convertible into, or exercisable for, capital stock of the Company and (iv) all of the current directors and other executive officers of the Company and each of the Subsidiaries. All of the issued and outstanding shares of Stock have been duly authorized and are validly issued, fully paid, and nonassessable. Except for the Options, the Warrants and as otherwise set forth on Schedule 4.2, there no currently outstanding or authorized options, warrants, rights, contracts, rights of first refusal or first offer, calls, preemptive rights, puts, rights to subscribe, conversion rights, or other agreements or commitments to which the Company is a party or which are binding upon the Company providing for the issuance,

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disposition, or acquisition of any of its capital stock or securities convertible into or exchangeable for its capital stock. There are no outstanding or authorized equity appreciation, phantom equity, or similar rights with respect to the Company.

4.3 Authorization; Valid and Binding Agreement. The execution, delivery and performance of this Agreement by the Company and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action, and no other proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the other Parties hereto, constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

4.4 Noncontravention; Consents.

(a) Noncontravention. Except as set forth on Schedule 4.4(a), the execution and the delivery of this Agreement by the Company, and the consummation of the transactions contemplated hereby will not (A) violate or conflict in any way with any Law applicable to the Company or its Subsidiaries, (B) violate or conflict in any way with any Order of any Governmental Body to which the Company or any of its Subsidiaries is subject (C) violate or conflict in any way with any provision of the Company's or any of its Subsidiaries certificate of incorporation, bylaws or similar organizational documents, or (D) result in a breach of, constitute a default under (with or without notice or lapse of time, or both), result in the acceleration of, create in any party the right to accelerate, terminate or cancel, or require any notice, consent or approval under, any Contract (as defined below), or other lease, sublease, license, sublicense, franchise, permit, indenture, agreement for borrowed money or other material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which it is bound.

(b) Consents. Except as set forth on Schedule 4.4(b), the Company is not required to submit any notice, report or other filing with any governmental authority in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby, and no consent, approval or authorization of any governmental or regulatory authority or any other party or Person, including a party to any Contract, is required to be obtained by the Company in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

4.5 Financial Statements, Books and Records. The Company has provided Buyer with the following financial statements (collectively the "**Financial Statements**"): (i) audited consolidated balance sheet and related statement of income and cash flows of the Company and its Subsidiaries as of and for the fiscal year ended December 31, 2003 (the "**Most Recent Fiscal Year End**"); and (ii) unaudited consolidated balance sheet (the "**Latest Balance Sheet**") and related statements of income and cash flows of the Company and its Subsidiaries as of and for the 8-months ended August 31, 2004 (the "**Latest Balance Sheet Date**"). The audited Financial Statements have been prepared in accordance with GAAP and fairly present in all material

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respects the financial condition and results of operations of the Company and its Subsidiaries (taken as a whole) as of the times and for the periods referred to therein. The Latest Balance Sheet and related statement of income and cash flows were prepared in good faith, consistent with past practices, and are subject to year-end adjustments, absence of footnotes and other classification and presentation items.

Except as set forth on Schedule 4.5, or as disclosed on the Latest Balance Sheet, the Company has no liabilities or obligations of the type required under GAAP to be reflected on its balance sheet other than liabilities related to the transactions contemplated by this Agreement and those incurred in the Ordinary Course of Business subsequent to August 31, 2004.

As of October 13, 2004, the Company and its Subsidiaries had, in the aggregate, general ledger cash balances totaling at least $6,400,000, which will be reduced, if at all, as of the Closing Date only by the impact of daily working capital variations incurred in the Ordinary Course of Business between October 13, 2004 and the Closing Date. Additionally, the Company's and its Subsidiaries' aggregate balance of sales contracts signed but not yet closed, net of estimated corresponding rebates and local broker's commissions and allowances for non-closing contracts, totaled at least $6,000,000 as of October 13, 2004.

4.6 Recent Events. Since the Most Recent Fiscal Year End, the Company and its Subsidiaries have not experienced or suffered any Material Adverse Effect. Without limiting the generality of the foregoing, except as reflected on the Latest Balance Sheet or as set forth in Schedule 4.6, since the Most Recent Fiscal Year End, the Company and its Subsidiaries have not:

(a) borrowed any amount, incurred or become subject to any material liabilities (other than liabilities incurred in the Ordinary Course of Business, liabilities under contracts entered into in the Ordinary Course of Business and borrowings from financial institutions necessary to meet working capital requirements in the Ordinary Course of Business, created any Encumbrance on the properties of the Company or otherwise incurred any Indebtedness outside of the Ordinary Course of Business);

(b) sold, leased, transferred, licensed, assigned, abandoned or permitted to lapse any material assets, tangible or intangible, including, without limitation, Intellectual Property (as defined in Section 4.9), other than in the Ordinary Course of Business;

(c) issued, sold or transferred any of its capital stock or other equity securities, securities convertible into its capital stock or other equity securities or warrants, options or other rights to acquire its capital stock or other equity securities, or any bonds or debt securities;

(d) experienced any material damage, destruction, or loss (whether or not covered by insurance) to any assets (other than ordinary wear and tear);

(e) made or committed to make any capital expenditures in excess of $50,000 individually and $200,000 in the aggregate, and have not entered into any other material transaction outside the Ordinary Course of Business;

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(f) changed the accounting principles, methods or practices or any change in the depreciation or amortization policies or rates;

(g) experienced any event, occurrence or condition of any character that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect;

(h) except for the cancellation of the Options and the Warrants pursuant to Section 2.4, (i) declared or paid any dividends on or made other distributions in respect of any of its capital stock, or set aside funds therefor, (ii) split, combined or reclassified any of its capital stock, or issued, authorized or proposed the issuance of any other securities in respect of, in lieu of or in substitution for, shares of its capital stock, or (iii) repurchased or otherwise acquired any shares of its capital stock;

(i) other than as contemplated herein, amended or proposed to amend its certificate of incorporation or bylaws;

(j) (i) merged or consolidated with, or acquired any equity interest in, any corporation, partnership, joint venture, association or other business organization, or entered into an agreement with respect thereto, (ii) acquired or agreed to acquire any material assets, except for the purchase of inventory and supplies in the Ordinary Course of Business and except for capital expenditures otherwise permitted under this Agreement, or (iii) made any loan or advance to, or otherwise made any investment in, any person;

(k) authorized, recommended, proposed or announced an intention to adopt a plan of complete or partial liquidation or dissolution;

(l) except as may have been required by Law, or in the Ordinary Course of Business consistent with past practice, and other than the payment of the Option and Warrant Payment as contemplated herein (i) granted any increases in the compensation (including salary, bonus and other benefits) of any of its directors, officers or employees, (ii) paid or agreed to pay any pension, retirement allowance or other employee benefit to any director, officer, management employee or key employee, whether past or present, (iii) entered into any new, or materially amended any existing, employment, severance or termination agreement with any person, (iv) became obligated under any new Plan (as defined in Section 4.13) or employee agreement that was not in existence as of the Latest Balance Sheet Date, or amended any such plan or arrangement in existence as of the Most Recent Fiscal Year End if such amendment would have the effect of materially enhancing any benefits thereunder, (v) granted any general increase in compensation (including salary, bonus and other benefits) to employees or (vi) extended any loans or advances to any of its directors, officers, management employees or key employees, except for Ordinary Course of Business advances for business-related expenses;

(m) modified, rescinded, terminated, waived, released or otherwise amended in any material respect any of the terms or provisions of any Contract;

(n) entered into any legally binding commitment to take any actions described in this Section 4.6; or

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(o) except as consistent with past practice, filed any Tax Return or made any elections or entered into any agreement with any taxing authority.

4.7 Tax Matters.

(a) Tax Returns. The Company and its Subsidiaries have filed all material Tax Returns that were required to be filed on or prior to the date hereof. As of the time of filing, all such Tax Returns were correct and complete in all material respects for the periods covered thereby, and all Taxes on such Tax Returns which were shown to be imposed on the Company or a Subsidiary on such Tax Returns have been or will be paid prior to their due dates. The Company and its Subsidiaries withheld and paid when due (or set aside in accounts for such purpose) all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, independent contractor, foreign payee or other third party.

(b) Tax Liens. Other than with respect to the Forward Patent (it being understood and agreed by the Parties that the sole representation or warranty with respect to the Forward Patent is contained in Section 4.9(b) hereof), there are no liens for Taxes (other than for current Taxes not yet due and payable) on any assets of the Company or any of its Subsidiaries.

(c) Audits. Except as set forth on Schedule 4.7(c), neither the Company nor any Subsidiary is currently a party to, nor, during the past 3 years, has been a party to, any pending or threatened in writing tax audits, suits, investigations or other administrative proceedings or any pending or threatened in writing court proceedings with regard to any Taxes for which the Company or any Subsidiary would be liable. The Company has received no notice of deficiency, refund litigation or proposed adjustment with respect to any amount of Taxes due and owing.

(d) Waivers. Neither the Company nor any Subsidiary have waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(e) Tax Sharing Agreements. Neither the Company nor any Subsidiary is a party to any Tax allocation or sharing agreement.

(f) Affiliate Groups. Neither the Company nor any Subsidiary has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was the Company).

(g) Estimated Taxes. Charges, accruals and reserves for Taxes with respect to the Company for any tax period ending before the Latest Balance Sheet Date (including any period for which no Tax Return has yet been filed) have been estimated and reflected on the Latest Balance Sheet and are adequate to cover such Taxes as of the date of the Latest Balance Sheet.

(h) Closing Agreement. Except as disclosed in Schedule 4.7(h), the Company has not executed or entered into with the Internal Revenue Service (**"IRS"**), or any taxing authority, a closing agreement pursuant to Section 7121 of the Code, or any similar provision of

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law, that will require any increase in taxable income or alternative minimum taxable income, or any reduction in Tax credits, for the Company for any taxable period ending after the Closing Date.

(i) Changes to Accounting Method. Other than with respect to changes in accounting method required under the Code, the Company has not agreed to make any material adjustment pursuant to Section 481(a) of the Code (or any predecessor provision) by reason of any change in any accounting method, and there is no application pending with any taxing authority requesting permission for any changes in any accounting method of the Company that will or would reasonably cause the Company to include any material adjustment in taxable income for any taxable period (or portion thereof) ending after the Closing Date.

(j) Employee Deductions. Except as disclosed on Schedule 4.7(j), there is no contract, plan or arrangement to which the Company is a party covering any employee or former employee of the Company that, individually or collectively, could give rise to the payment of any amount that would not be deductible pursuant to Sections 280G, 404 or 162(m) of the Code.

(k) Reportable Transactions. Since the Most Recent Fiscal Year End, neither the Company nor any Subsidiary has participated in a "reportable transaction" as such term is defined under Department of Treasury Regulation Section 1.6011-4, or any similar transaction that requires disclosure for Tax purposes.

4.8 Properties.

(a) Leased Real Property. The real property demised by the leases described on Schedule 4.8(a) (the "**Leased Real Property**") constitutes all of the real property the Company and its Subsidiaries use or occupy, or have the right to use or occupy. Except as set forth on Schedule 4.8(a), the Leased Real Property leases are in full force and effect, subject to proper authorization and execution of such lease by the other party and the application of any bankruptcy or creditor's rights Laws, and all base rent payable by the Company and the Subsidiaries as tenant thereunder is current. The Company has delivered or made available to Buyer complete and accurate copies of each of the leases described on Schedule 4.8(a), and none of the leases have been modified in any material respect, except to the extent that such modifications are disclosed by the copies delivered or made available to Buyer. No termination event or uncured default on the part of the Company or any Subsidiary exists under the Leased Real Property leases.

(b) Owned Real Property. Neither the Company nor its Subsidiaries owns any real property.

(c) Title to Assets. Except as set forth on Schedule 4.8(c), and except with respect to the Forward Patent (it being understood and agreed by the Parties that the sole representation or warranty with respect to the Forward Patent is contained in Section 4.9(b) hereof) the Company or its Subsidiaries own good title to, or hold pursuant to valid and enforceable leases (subject to proper authorization and execution of each such lease by the other party thereto and the application of bankruptcy and other Laws relating to creditors' rights), all of the personal property shown to be owned by them on the Latest Balance Sheet, free and clear

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of all Encumbrances. Such tangible properties are in reasonable working condition and repair, normal wear and tear excepted.

4.9 Intellectual Property.

(a) Intellectual Property Other Than the Forward Patent. Other than with respect to the Forward Patent (it being understood and agreed by the Parties that the sole representation or warranty with respect to the Forward Patent is contained in Section 4.9(b) hereof):

(i) Except as identified on Schedule 4.9, the Company or its Subsidiaries own or have the right to use all material trademarks, service marks, domain names, subdomain names, Web addresses, copyrighted materials, computer programs, Confidential Information, proprietary information, know how, trade dress, trade names, methods, processes, inventions and trade secrets ("**Intellectual Property**") necessary to conduct the Business as currently conducted, free and clear of any material Encumbrances. Schedule 4.9 lists all of the registered trademarks, all pending trademark applications, all issued patents and all pending patent applications owned by the Company or any of its Subsidiaries. Except as set forth in Schedule 4.9, as of the date hereof, there are not pending or, to the Company's Knowledge, threatened claims by any third party against the Company or any of its Subsidiaries alleging that their use of any material Intellectual Property in the Business violates the Intellectual Property rights of such third party. The Company's Knowledge the operation of the business of the Company and its Subsidiaries as it currently is conducted, including but not limited to the Company's or any Subsidiary design, development, manufacture, import, use and sale of the products, technology or services (including products, technologies or services currently under development) of the Company or any Subsidiary, does not infringe or misappropriate the Intellectual Property of any other person. The Company and its Subsidiaries own or have the right to all Intellectual Property necessary to the conduct of the Business as it is currently conducted including the design, development, manufacture, use and sale of all products and technology currently manufactured or sold by the Company and its Subsidiaries and the performance of all services provided by the Company and its Subsidiaries. All necessary registration, maintenance and renewal fees due and payable on or before the date hereof in connection with the Intellectual Property have been paid and all necessary documents and certificates in connection with such Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Intellectual Property. In each case in which the Company or a Subsidiary has been assigned or purchased any Intellectual Property rights from any other Person, the Company or such Subsidiary has obtained a valid and enforceable assignment sufficient to irrevocably transfer all rights in such Intellectual Property (including the right to seek past and future damages with respect to such Intellectual Property) to the Company and, to the extent required by, and in accordance with, applicable Law, the Company has

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recorded each such assignment with the relevant governmental authorities, including the PTO, the U.S. Copyright Office or their respective equivalents in any relevant foreign jurisdiction, as the case may be. To the Knowledge of the Company, no Person is infringing or misappropriating any Intellectual Property.

(ii) The Company has taken all steps reasonably required to protect the Company's rights in Confidential Information and trade secrets of the Company or provided by any third party to the Company, and has not disclosed any material trade secrets of the Company to any third party, unless such party was subject to a nondisclosure agreement with the Company. Without limiting the foregoing, the Company has, and enforces, a policy requiring each employee, consultant and contractor to execute proprietary information and confidentiality and assignment agreements substantially in conformance with the Company's standard forms, and all current and former employees, consultants and contractors of the Company and its Subsidiaries who have had access to material trade secrets of the Company or its Subsidiaries have executed such an agreement.

(b) Forward Patent. To the Seller Representative's "knowledge" (which, for purposes of this Section 4.9(b) only, consists solely of the actual knowledge of the Seller Representative; provided, however, that it is understood and acknowledged by the Parties that the Seller Representative has reviewed the documents identified on Schedule 4.9(b)):

(i) the Company owns the Forward Patent and United States Patent Application No. 10/446,053 entitled "System and Method for Directing and Instructing Customers to Deal with Specific Merchants Using Incentives", in each case, free and clear of any Encumbrances;

(ii) there are not pending any claims by any third party against the Company or any of its Subsidiaries alleging that their use of the Forward Patent in the Business violates the Intellectual Property rights of such third party;

(iii) all necessary registration, maintenance and renewal fees due and payable on or before the date hereof in connection with the Forward Patent have been paid and all necessary documents and certificates in connection with the Forward Patent have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining the Forward Patent; and

(iv) the Company has obtained a valid and enforceable assignment of the Forward Patent, sufficient to irrevocably transfer all right, title and interest in the Forward Patent (including the right to seek past and future damages with respect to such Forward Patent) to the Company and, to the extent required by, and in accordance with, applicable Law, the Company has submitted for recordation such assignment with the PTO.

4.10 Contracts.

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(a) Material Contracts. Schedule 4.10 lists each of the contracts, agreements, leases, subleases, licenses, sublicenses, plans, arrangements, commitments and other documents and instruments of the following types to which the Company or the Subsidiaries is a party (collectively, the "**Contracts**"):

(i) any written arrangement (or group of related written arrangements) for the sale or lease of personal or movable property from or to third parties or other agreements with annual payments exceeding $50,000 per arrangement, or exceeding $100,000 in the aggregate;

(ii) any written arrangement concerning a partnership or joint venture;

(iii) any written arrangement concerning a material license;

(iv) any collective bargaining agreement, other contract with any labor union or contract for the employment of any officer, individual employee or other Person on a full-time or consulting basis;

(v) any agreement or commitment with respect to the lending or investing of funds by the Company to or in other Persons;

(vi) all Plans, including all single employer or multiemployer pension, profit sharing, retirement, bonus, vacation, option, annuity, bond purchase, deferred compensation, group life, health and accident insurance and other welfare benefit plans, agreements, arrangements, or commitments, whether or not legally binding;

(vii) any agreement or commitment with any employee, officer, director, or Affiliate of the Company or a Subsidiary, or any contract pursuant to which the Company or a Subsidiary provides indemnification to any such Person;

(viii) any contract or commitment pursuant to which the Company or a Subsidiary receives or pays a commission;

(ix) a contract that contains a covenant restricting the ability of the Company (or which, following the consummation of the transactions contemplated herein, would reasonably be expected to restrict the ability of the Company or any of its Subsidiaries) to compete with any person or engage in any business or activity in any geographic area or pursuant to which any benefit is required to be given or lost as a result of so competing or engaging;

(x) a loan, guarantee or similar agreement relating to the borrowing of money from, or extension of credit to, any other person in excess of $10,000;

(xi) any lease or sublease relating to real property involving rent in excess of $10,000 per year;

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(xii) any contract not fully performed, including contracts for the purchase of any equipment or fixed assets, for a price in excess of $50,000 in the aggregate over the remaining life of the contract;

(xiii) any contract for the purchase of any commodity, material, services, equipment or fixed assets that is not terminable by the Company without penalty on 60 days' or less notice, for a price in excess of $10,000;

(xiv) to the extent not otherwise described above, all advertising and marketing arrangements and all agreements with brokers and home builders to which the Company and/or a Subsidiary is a party; and

(xv) any agreement under which the consequences of a default or termination could have a Material Adverse Effect.

(b) No Breach. The Company has made available to Buyer a correct and complete copy of each written arrangement (including all amendments thereto) listed in Schedule 4.10. With respect to each written arrangement so listed: (A) the written arrangement is legal, valid, binding, enforceable against the Company or a Subsidiary (as the case may be), except as enforcement may be limited by bankruptcy, insolvency, or other similar Laws affecting the rights and remedies of creditors generally and the general principles of equity; and (B) neither the Company nor a Subsidiary (as the case may be) nor, to the Company's Knowledge, any other party, is in breach or default, except for any breaches, defaults, terminations, modifications or accelerations which have been cured or waived or which would not reasonably be expected to have a Material Adverse Effect, either individually with respect to any one Contract or in the aggregate with respect to all Contracts. Since the Most Recent Fiscal Year End, except as set forth on Schedule 4.10(b), the Company has not received written or, to the Company's Knowledge, oral notice, of termination, cancellation, nonrenewal or material adverse price adjustment of any Contract.

4.11 Employees; Employment Matters.

(a) Collective Bargaining Agreements. Neither the Company nor any Subsidiary is a party to or bound by any collective bargaining agreement. To the Company's Knowledge, there is no current effort under way by any union to represent employees of the Company or any Subsidiary.

(b) Compliance with Laws. The Company and its Subsidiaries have materially complied with all applicable Law relating to labor or labor relations and employment standards, including any provisions thereof relating to wages, hours, immigration control, employee safety, termination pay, vacation pay, fringe benefits, employee benefits, collective bargaining and the payment and/or accrual of the same and all insurance and all other costs and expenses applicable thereto, except where such noncompliance would not reasonably be expected to have a Material Adverse Effect, and, to the Company's Knowledge, neither the Company nor any Subsidiary is liable for any arrearage, or any costs or penalties for failure to comply with any of the foregoing.

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(c) Employment Claims. Except as set forth on Schedule 4.11, no charge or complaint of employment discrimination or other similar charge or complaint has been made against the Company or any Subsidiary during the last six (6) months, or is pending, nor does the Company have Knowledge of the basis for any such claim.

(d) Employment Agreement. Set forth in Schedule 4.11 is a list of each written employment agreement between the Company (or a Subsidiary) and its employees, and a complete and correct copy of each such agreement has been provided to Buyer. Except as set forth in Schedule 4.11, all employees of the Company and the Subsidiaries are employees at will.

4.12 Employee Benefits.

(a) Schedule 4.12(a) contains an accurate and complete list of all "employee pension plans" (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) (a "**Pension Plan**"), all "employee welfare benefit plans" (as defined in ERISA Section 3(1)) and all other plans, agreements, policies or arrangements, whether written or unwritten, relating to stock options, stock purchases, compensation, deferred compensation, bonus, severance and other employee benefits, in each case maintained or contributed to as of the date of this Agreement by the Company for the benefit of any current or former employees, officers or directors of the Company or for which the Company is or could be liable, as a result of its status as an ERISA Affiliate (as defined below) (collectively, the "**Plans**").

(b) Neither the Company nor any ERISA Affiliate currently sponsors or contributes to, nor has ever sponsored or contributed to, any Plan that is a "multiemployer plan" as described in ERISA Section 3(37)(A).

(c) Each Plan has been duly authorized by all necessary corporate action by the Company or any ERISA Affiliate. The Company has delivered to Buyer true, complete and correct copies of (i) each Plan (or, in the case of any unwritten Plans, descriptions thereof); (ii) the three most recent annual reports on Form 5500 filed with the IRS with respect to each Plan for which such report is required; (iii) the most recent summary plan description for each Plan for which such summary plan description is required; (iv) each trust agreement or group annuity contract relating to any Plan; (v) all collective bargaining agreements pursuant to which contributions to any Plan have been made or obligations incurred or are being made or are owed by the Company; (vi) all personnel, payroll and employment manuals and policies; (vii) all insurance policies purchased by or to provide benefits under any Plan; (viii) all contracts with third-party administrators, actuaries, investment managers, consultants and other independent contractors that relate to any Plan, and all reports submitted within the three years preceding the date of this Agreement by any such third parties with respect to any such Plan; and (ix) copies of all notices that were given by the Company or any Plan to the IRS or the United States Department of Labor (the "**DOL**") or any participant or beneficiary pursuant to any statute (including notifications pursuant to ERISA Section 601 *et seq.* and Code Section 4980B), and copies of all notices that were given by the IRS or the DOL to the Company or any Plan, in each case within the three years preceding the date of this Agreement (other than benefit statements to participants in the Plans). "ERISA Affiliate" means, with respect to any entity, trade or business, any other entity, trade or business that is a member of a group described in Code Section 414(b),

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(c), (m) or (o) or ERISA Section 4001(b)(1) that includes the first entity, trade or business, or that is a member of the same "controlled group" as the first entity, trade or business pursuant to ERISA Section 4001(a)(14), at any time.

(d) The Plans are on the date hereof in compliance in all material respects with all applicable provisions of ERISA, the Code and all state Laws and the terms of all applicable collective bargaining agreements. There are no investigations by any government agency, or other claims (except routine claims for benefits payable under the Plans), suits or proceedings against or with respect to which any Plan is a party or asserting any rights to or claims for benefits under any Plan that would give rise to any liability to the Company or Buyer. There are no involuntary termination proceedings that have been instituted against any Pension Plan.

(e) The Company has performed all of its material obligations under all Plans and has made appropriate entries in its financial records and statements prepared in accordance with GAAP for all obligations and liabilities under such Plans that have accrued but are not yet due. Each Pension Plan that is intended to be a tax-qualified plan is the subject of a (i) favorable determination letter from the IRS received in the preceding two years from the date hereof, (ii) pending determination letter request (a "**Determination Letter Request**") filed with the IRS within the remedial amendment period described under Code Section 401(b) or (iii) is a standardized prototype plan that has been operated in substantial compliance with the terms of the plan, in each case to the effect that such Pension Plan is qualified under Code Section 401(a), subject to the reservation as to the Pension Plan's operational compliance with Code requirements. No determination letter on any Pension Plan has been revoked, and the IRS has not issued written notice of its intent to revoke the qualified status of any such Pension Plan. To the Company's Knowledge, no event has occurred and no circumstance exists that would reasonably be expected to result in the disqualification of such Pension Plan or, with respect to each Determination Letter Request, would reasonably be expected to cause the IRS not to issue a favorable determination letter. The Company has delivered to Buyer a copy of the most recent determination letter received with respect to each Pension Plan for which a letter has been issued, as well as any Determination Letter Request still pending.

(f) No statement, either written or oral, has been made by the Company to any individual with regard to any Plan that was not in accordance with the respective Plan and that could have, individually or in the aggregate, a Material Adverse Effect on the Company or Buyer.

(g) Each Plan is and has been administered, and the Company, with respect to all Plans is, in compliance in all material respects with ERISA, the Code and all state Laws and with applicable collective bargaining agreements.

(h) To the Company's Knowledge, no event or circumstance specific to the Company has occurred or exists that could result in a material increase in premium costs of any Plan that is insured, or material increase in benefit costs of such Plans that are self-insured.

(i) Except to the extent required under ERISA Section 601 *et seq.* and Code Section 4980B, the Company does not provide health or welfare benefits for any retired or

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former employee and is not obligated to provide health or welfare benefits to any active employee or beneficiary following such employee's retirement or other termination of service.

(j) Neither the Company nor any ERISA Affiliate now sponsors, maintains, contributes to or has an obligation to contribute to, and has not at any time since January 1, 1996, sponsored, maintained, contributed to or been obligated to contribute to, any Pension Plan subject to the provisions of Section 302 or Title IV of ERISA or Code Sections 412 or 4971. No liability currently exists, and under no circumstances could the Company or any of its ERISA Affiliates incur a liability pursuant to the provisions of Title IV of ERISA or Code Sections 412 or 4971 that could become a liability of the Surviving Corporation or Buyer after the Closing Date.

(k) Neither the Company nor any ERISA Affiliate has incurred any material liability, nor, to the Company's Knowledge, has any event occurred that could reasonably result in any material liability, under Title I or Title IV of ERISA (other than to a Pension Plan for contributions not yet due) or under Code Section 412 or Chapter 43 that has not been fully paid as of the date hereof.

(l) Each Plan provides that it may be amended or terminated at any time and, except for benefits protected under Section 411(d) of the Code, all benefits payable to current, terminated or retired employees or any beneficiary, including post-employment health-care or insurance benefits, may be amended or terminated by Company at any time without liability.

4.13 Insurance. Schedule 4.13 lists each insurance policy (including policies providing property, casualty, liability, and workers' compensation coverage and bond and surety arrangements) maintained by the Company or any of its Subsidiaries. All such insurance policies are in full force and effect, and neither the Company nor any Subsidiary is in default with respect to any of its obligations under such insurance policies.

4.14 Compliance with Laws; Governmental Authorizations; Litigation; Orders.

(a) Other than with respect to Tax Law (which is addressed in Section 4.7), intellectual property Law (which is addressed in Section 4.9), employment Law (which is addressed in Section 4.11), employee benefits Law (which is addressed in Section 4.12) and environmental Law (which is addressed in Section 4.15):

(i) The Company, and each of its Subsidiaries, and its Designated Brokers, is, and at all times during the past 3 years was, (to the extent a Designated Broker is, or during the past 3 years was, providing services on behalf of the Company or any of its Subsidiaries) in material compliance with each Law that is or was applicable to it and material to the conduct or operation of the business of the Company and its Subsidiaries or their ownership or use of their assets or properties, including without limitation RESPA;

(ii) Except as set forth on Schedule 4.14(a), the Company has not received, at any time during the last 3 years, any written notice from any Governmental Body regarding any actual, alleged, possible, or potential material

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violation of, or failure of the Company or any of its Subsidiaries to comply with, any Law; and

(iii) the Company and its Subsidiaries are not now, nor were they ever during the last 3 years, subject to any fine, suspension or material impairment of Governmental Authorizations, settlement, administrative or other agreement with, or sanction by, any Governmental Body relating to its real estate brokerage business.

(b) Schedule 4.14(b) sets forth all Governmental Authorizations that (i) the Company and each of its Subsidiaries hold or that relate to the business of, or any asset owned or used by, the Company or its Subsidiaries (the "**Company Permits**"); and (ii) to the Knowledge of the Company, the Designated Brokers hold that relate to the business of, or any asset owned or used by, the Company or its Subsidiaries. The Company Permits include all Governmental Authorizations required to conduct the business of the Company and its Subsidiaries in the manner and in all such jurisdictions as it is currently conducted and to permit the Company and its Subsidiaries to own and use their properties and assets in the manner in which they currently own and use such assets. Further:

(i) the Company and each of its Subsidiaries and Designated Brokers is, and at all times during the last 3 years was, in compliance with all of the terms and requirements of such Governmental Authorizations and such Governmental Authorizations are valid and in full force and effect;

(ii) no event has occurred or circumstances exist, either now or at any time during the last 3 years, that (with or without giving of notice or the lapse of time or both) (A) constitutes or results, directly or indirectly, in a violation of, or a failure to comply in all material respects with, any term or requirements of any such Company Permits, or (B) results, directly or indirectly, in the revocation, withdrawal, suspension, cancellation, or termination of, or any modification to, any such Company Permits;

(iii) all applications required to have been filed during the last 3 years have been duly filed on a timely basis with the appropriate Governmental Body, and all other filings required to have been made with respect to each such Company Permit have been duly made on a timely basis with the appropriate Governmental Body, and the Company, and each of its Subsidiaries, employees and, Designated Brokers, has paid all fees and assessments due and payable in connection with such applications or filings.

(c) Except as set forth on Schedule 4.14(c), there is no Proceeding pending, or, to the Knowledge of the Company, threatened against the Company, any of its Subsidiaries or any assets (other than with respect to the Forward Patent (it being understood and agreed by the Parties that the sole representation or warranty with respect to the Forward Patent is contained in Section 4.9(b) hereof)) owned or used by them. To the Knowledge of the Company, no event has occurred or circumstance exists that would reasonably be expected to give rise to or serve as a basis for the commencement of any such Proceeding. To the Knowledge of the Company,

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there is no Proceeding pending or threatened against any Designated Broker, with respect to a Designated Broker's provision of services on behalf of the Company or any of its Subsidiaries, or any assets owned or used by a Designated Broker in respect thereof. To the Company's Knowledge, no event has occurred or circumstance exists that would reasonably be expected to give rise to or serve as a basis for the commencement of any such Proceeding.

(d) The Company and its Subsidiaries, including any assets owned or used by the Company or any Subsidiary (other than with respect to the Forward Patent (it being understood and agreed by the Parties that the sole representation or warranty with respect to the Forward Patent is contained in Section 4.9(b) hereof)), and to the Knowledge of the Company, the Designated Brokers, are not, and have never been during the last 3 years, subject to any Order.

(e) Since the Most Recent Fiscal Year End, the Company has complied in all material respects with the internet privacy policy that is applicable to users of the Company's website.

4.15 Environmental Matters. To the Company's Knowledge: (i) the Company and its Subsidiaries are in compliance with all Environmental Laws; and (ii) no notice, demand, claim or other communication has been given to or served on the Company or any of its Subsidiaries from any entity, governmental body or other Person claiming, asserting or notifying of any violation of any of the Environmental Laws or demanding payment, contribution, indemnification, remedial action, removal action, financial assurance or any other action or inaction with respect to any actual or alleged environmental damage, condition or event or injury to persons, property or natural resources, relating to the Company, its Subsidiaries or their facilities, the subject of which is unresolved.

4.16 Indebtedness. Except as set forth on Schedule 4.16, the Company does not have any outstanding Indebtedness.

4.17 Brokers' Fees. Except as set forth on Schedule 4.17, the Company has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or otherwise obligated.

4.18 Transactions with Affiliates. Except as set forth on Schedule 4.18 and except for normal advances to employees consistent with past practices, payment of compensation for employment to employees consistent with past practices, and participation in Plans by employees, neither the Company nor any of its Subsidiaries has purchased, acquired or leased any property or services from, or sold, transferred or leased any property or services to, or loaned or advanced money to, or borrowed any money from or entered into or been subject to any management, consulting or similar agreement with, any officer, director or shareholder of the Company or any of its Subsidiaries. Except as set forth on Schedule 4.18, no Affiliate of the Company is indebted to the Company or any of its Subsidiaries for money borrowed or other loans or advances, and neither the Company nor any Subsidiary is indebted to any such Affiliate.

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4.19 No Misrepresentation. The representations and warranties of the Company contained in this Agreement (as modified by the Company's disclosure Schedules attached hereto) do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made herein, in light of the circumstances under which made, not misleading.

5. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each Seller solely on his, her or its behalf and not on behalf or with respect to any other Seller, represents and warrants to Buyer that:

5.1 Organization and Power. Such Seller has all requisite power and authority and full legal capacity to execute and deliver this Agreement and to perform his, her or its obligations hereunder.

5.2 Authorization; Valid and Binding Agreement.

(a) The execution, delivery and performance of this Agreement by such Seller and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action, and no other proceedings on his, her or its part are necessary to authorize the execution, delivery or performance of this Agreement.

(b) This Agreement has been duly executed and delivered by such Seller, and assuming the due authorization, execution and delivery by the other Parties hereto, constitutes a legal, valid and binding obligation of such Seller, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity effecting the availability of specific performance and other equitable remedies.

5.3 Noncontravention. Except where the failure of any of the following to be true would not have a material adverse effect on the ability of such Seller to consummate the transactions contemplated hereby, the execution and the delivery of this Agreement by such Seller, and the consummation of the transactions contemplated hereby will not (a) violate or conflict in any way with any Law applicable to such Seller, (b) violate or conflict in any way with any Order of any Governmental Body to which such Seller is subject or, if such Seller is an entity, any provision of such Seller's certificate of incorporation, bylaws or similar organizational documents, or (c) result in a breach of, constitute a default under (with or without notice or lapse of time, or both), result in the acceleration of, create in any party the right to accelerate, terminate or cancel, or require any notice, consent or approval under, any lease, sublease, license, sublicense, franchise, permit, indenture, agreement for borrowed money or other material agreement or instrument to which such Seller is a party or by which it is bound.

5.4 Ownership. Such Seller is the record owner of the number of shares of Stock as set forth opposite his, her or its name on Schedule 4.2. On the Closing Date, and assuming termination of those agreements listed on Schedule 3.1(b), such Seller shall transfer to Buyer good title to such Seller's Stock, free and clear of all claims, pledges, security interests, liens, charges, mortgages, encumbrances, options, proxies, voting trusts or agreements, claims of ownership by third parties and other restrictions and limitations of any kind, other than

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applicable federal and state securities Law restrictions. Except as set forth on Schedule 4.2, such Seller does not own any other capital stock of the Company or any options, warrants or rights to purchase any such capital stock or any securities convertible into or exchangeable for such capital stock.

5.5 Broker's Fees. Such Seller has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or otherwise obligated.

5.6 Sole Representations and Warranties. Such Seller shall not be deemed to have made to Buyer any representation or warranty other than as expressly made in this Article 5; provided, however, that the forgoing will not serve to limit any Seller's liability with respect to fraud, and any indemnification obligations related thereto.

5.7 No Misrepresentation. The representations and warranties of each Seller contained in this Agreement (as modified by each Seller's disclosure Schedules attached hereto) do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made herein, in light of the circumstances under which made, not misleading.

6. REPRESENTATIONS AND WARRANTIES OF BUYER

6.1 Representations and Warranties of Buyer. Buyer represents and warrants to the Sellers and the Company that:

(a) Organization and Power. Buyer is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

(b) Authorization; Valid and Binding Agreement. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action, and no other proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement has been duly executed and delivered by Buyer and assuming the due authorization, execution and delivery by the other Parties hereto constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity effecting the availability of specific performance and other equitable remedies.

(c) Noncontravention; Consents.

(i) Except where the failure of any of the following (other than with respect to subsections (B) and (C) below) to be true would not materially adversely affect Buyer's ability to consummate the transactions contemplated herein, the execution and the delivery of this Agreement by Buyer, and the consummation of the transactions contemplated hereby will not (A) violate or conflict in any way with any Law applicable to Buyer, (B) violate or conflict in

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any way with any Order of any Governmental Body to which Buyer is subject or any provision of Buyer's articles of incorporation, bylaws or similar organizational documents, (C) violate or conflict in any way with any provision of Buyer's certificate of incorporation, bylaws or similar organizational documents, or (D) result in a breach of, constitute a default under (with or without notice or lapse of time, or both), result in the acceleration of, create in any party the right to accelerate, terminate or cancel, or require any notice, consent or approval under, any lease, sublease, license, sublicense, franchise, permit, indenture, agreement for borrowed money or other material agreement or instrument to which Buyer is a party or by which it is bound.

(ii) Buyer is not required to submit any notice, report or other filing with any governmental authority in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby, and no consent, approval or authorization of any governmental or regulatory authority or any other party or Person is required to be obtained by Buyer in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

(d) Litigation. There are no actions, suits or proceedings pending or, to Buyer's knowledge, overtly threatened against or affecting Buyer at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which would adversely affect Buyer's performance under this Agreement or the consummation of the transactions contemplated hereby.

(e) Broker's Fees. Buyer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

(f) Investment Representation. Buyer is purchasing the Stock for its own account with the present intention of holding such securities for investment purposes and not with a view to or for sale in connection with any public distribution of such securities in violation of any federal or state securities laws. Buyer is an "accredited investor" as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "**Securities Act**"). Buyer acknowledges that it is informed as to the risks of the transactions contemplated hereby and of ownership of the Stock. Buyer acknowledges that the Stock has not been registered under the Securities Act or any state or foreign securities Laws and that the Stock may not be sold, transferred, offered for sale, pledged hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the Securities Act and is registered under any applicable state or foreign securities Laws or pursuant to an exemption from registration under the Securities Act and any applicable state or foreign securities Laws.

(g) Financing. Buyer has and shall have at the Closing sufficient cash and committed credit facilities to pay the full consideration payable to the Sellers at Closing and the

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Earn-Out. Buyer has no reason to believe that such available cash shall not be available or that the commitments shall not be funded, and Buyer has not made any material misrepresentation in connection with obtaining such financing commitments.

7. INTENTIONALLY OMITTED

8. COVENANTS OF BUYER

8.1 Access to Books and Records. From and after the Closing, Buyer shall, and shall cause the Company and its Subsidiaries to, provide the Seller Representative, the Sellers, and their authorized representatives with reasonable access (for the purpose of examining and copying), during normal business hours, to the books and records of the Company and its Subsidiaries with respect to periods prior to and including the Closing Date in connection with any matter whether or not relating to or arising out of this Agreement or the transactions contemplated hereby. Unless otherwise consented to in writing by the Seller Representative, Buyer shall not permit the Company or any of its Subsidiaries, for a period of three (3) years following the Closing Date (or, with respect to Tax books and records, if longer, a period equal to the applicable statute of limitations (as may be extended)), to destroy, alter or otherwise dispose of any books and records of the Company or any of its Subsidiaries, or any portions thereof, relating to periods prior to and including the Closing Date without first giving reasonable prior written notice to the Seller Representative and offering to surrender to the Seller Representative such books and records or such portions thereof.

8.2 Notification. From the date hereof until the Closing Date, Buyer shall disclose to the Company and the Seller Representative in writing any material variances from Buyer's representations and warranties contained in Section 6 promptly upon discovery thereof.

8.3 Director and Officer Liability and Indemnification.

(a) For a period of three (3) years after the Closing, Buyer shall not, and shall not permit the Company or any of its Subsidiaries to, amend, repeal or modify any provision in the Company's or any of its Subsidiaries' organizational documents or any agreement to which the Company is a party relating to the exculpation or indemnification of any officers and/or directors (unless required by Law), it being the intent of the parties that the officers and/or directors of the Company and its Subsidiaries shall continue to be entitled to such exculpation and indemnification to the full extent of the Law and such agreements.

(b) For a period of three (3) years after the Closing, Buyer shall, or shall cause the Company and its Subsidiaries to, maintain officer liability insurance which insurance shall provide coverage for the individuals who were officers and directors of the Company and its Subsidiaries prior to Closing comparable to the policy or policies maintained by the Company or its Subsidiaries immediately prior to the Closing for the benefit of such individuals (provided that Buyer may substitute therefor policies, including so-called "tail" policies, of at least the same coverage and amounts containing terms and conditions that are not less advantageous than such policy) with respect to acts or omissions occurring prior to the Closing Date that were committed by such officers and directors in their capacity as such, and provided further, that in no event will Buyer be required to expend (i) in any year an amount in excess of 100% of the

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annual aggregate premiums last paid by the Company for such insurance before the date hereof or (ii) on an aggregate basis, an amount in excess of 300% of the annual premiums last paid by the Company before the date hereof for such insurance if Buyer elects to make a one-time payment for such insurance (the election by Buyer of (i) or (ii) of this Section 8.3(b), the "**Maximum Premium**"). If such insurance coverage cannot be obtained at all, or can only be obtained at an annual premium in excess of the Maximum Premium, Buyer will maintain policies of directors' and officers' insurance obtainable for an annual premium equal to the Maximum Premium. Schedule 8.3 sets forth the aggregate last annual premium paid before the date hereof.

8.4 [reserved].

8.5 Conditions. Buyer shall use commercially reasonable efforts to cause the conditions set forth in this Article 8 to be satisfied and to consummate the transactions contemplated herein.

8.6 Contact with Employees, Customers and Suppliers. Prior to the Closing, Buyer and Buyer's Representatives shall contact and communicate with the employees, customers and suppliers of the Company and its Subsidiaries, including, without limitation, homebuilders, in connection with the transactions contemplated hereby only with the prior written consent of the Seller Representative.

8.7 Employee Matters. For all purposes under the employee benefit plans, including, without limitation, the severance policy, of Buyer and its Affiliates providing benefits after the Closing Date, each Person who is as of the Closing Date an employee of the Company or any of its Subsidiaries shall be credited with his or her years of service with the Company or its Subsidiary, as applicable, before the Closing Date, to the same extent as such Person was entitled, before the Closing Date, to credit for such service under any similar Plans, except to the extent such credit would result in a duplication of benefits. In addition, and without limiting the generality of the foregoing: (i) each such Person shall be immediately eligible to participate, without any waiting time, in any and all employee benefit plans sponsored by Buyer for the benefit of its employees (such plans, collectively, the "**New Plans**") to the extent coverage under such New Plan replaces the coverage under a comparable Plan in which such Person participated immediately before the Closing Date (such Plans, collectively, the "**Old Plans**"); and (ii) for purposes of each New Plan providing medical, dental, pharmaceutical or vision benefits to any such Person, Buyer shall cause all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such employee and his or her covered dependents to the extent such pre-existing condition exclusions and actively-at-work requirements were inapplicable to or had been satisfied by such employee and his or her covered dependents immediately prior to the Effective Time under the relevant Old Plan, and Buyer shall cause any eligible expenses incurred by such employee and his or her covered dependents during the portion of the plan year of the Old Plan ending on the date such employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

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8.8 Key Man Life Insurance. The Company will use its commercially reasonable efforts to transfer and assign the existing key man life insurance policy on the life of Andrew L. Wolf promptly after Closing to a person designated by Andrew L. Wolf. Buyer hereby consents to any such transfer and assignment.

9. ADDITIONAL COVENANTS AND AGREEMENTS

9.1 Incorporation by Reference. The inclusion of any information in any Schedule or Exhibit (or updated Schedule or Exhibit) shall not be deemed to be an admission or acknowledgment by the Company or any of the Sellers, in and of itself, that such information is material to or outside the Ordinary Course of the Business of the Company and its Subsidiaries.

9.2 Independent Investigation. Buyer acknowledges that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Company and its Subsidiaries, and, in making its determination to proceed with the transactions contemplated by this Agreement, Buyer has relied on the results of its own independent investigation and verification and the representations and warranties of the Company and the Sellers expressly and specifically set forth in this Agreement, including the Schedules and Exhibits (and updated Schedules and Exhibits). **SUCH REPRESENTATIONS AND WARRANTIES BY THE COMPANY AND THE SELLERS CONSTITUTE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE SELLERS TO BUYER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, AND BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS OR LIABILITIES OF THE COMPANY) ARE SPECIFICALLY DISCLAIMED BY THE COMPANY AND THE SELLERS.**

9.3 Tax Matters.

(a) Responsibility for Filing Tax Returns. The Seller Representative (on behalf of the Sellers) shall prepare, or cause to be prepared, and file, or cause to be filed, on a timely basis all Tax Returns with respect to the Company and its Subsidiaries for taxable periods ending on or prior to the Closing Date (the "**Pre-Closing Tax Period**"). The Sellers shall pay (on a pro rata basis (determined based on their Pro Rata Portion)) Buyer for all Taxes for which the Company or any of its Subsidiaries are liable with respect to the Pre-Closing Tax Period to the extent such Taxes are incurred as a result of an audit adjustment or an amended tax return. Buyer shall prepare, or cause to be prepared, and file, or cause to be filed, on a timely basis all other Tax Returns with respect to the Company and its Subsidiaries. In the case of any Tax Return that includes (but does not end on) the Closing Date, Buyer shall permit the Seller Representative to review and comment on such Tax Return prior to filing and shall make such revisions to such Tax Return as are reasonably requested by the Seller Representative. Neither Buyer, the Company nor any Subsidiary shall file any Tax Return (amended or otherwise) with respect to the Company or any Subsidiary for any Pre-Closing Tax Period without the prior written consent of the Seller Representative.

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(b) Transfer Taxes. Sellers (on a pro rata basis (determined based on their Pro Rata Portion)), on the one hand, and Buyer, on the other hand, will each pay one-half of, and will indemnify and hold the other harmless against one-half of, any real property transfer or gains tax, stamp tax, stock transfer tax, or other similar Tax imposed on the Company and its Subsidiaries as a result of the transactions contemplated by this Agreement (collectively, "**Transfer Taxes**"), and any penalties or interest with respect to the Transfer Taxes. The Sellers agree to cooperate with Buyer in the filing of any returns with respect to the Transfer Taxes, including promptly supplying any information in their possession that is reasonably necessary to complete such returns.

(c) Cooperation. Sellers, the Company and its Subsidiaries and Buyer shall reasonably cooperate, and shall cause their respective affiliates, officers, employees, agents, auditors and representatives reasonably to cooperate, in preparing and filing all Tax Returns, including maintaining and making available to each other and the Seller Representative all records necessary in connection with Taxes and in resolving all disputes and audits with respect to all taxable periods relating to Taxes. Buyer and the Sellers recognize that the Sellers may need access, from time to time, after the Closing Date, to certain accounting and tax records and information held by the Company and its Subsidiaries to the extent such records and information pertain to events occurring prior to the Closing Date; therefore, Buyer agrees that from and after the Closing Date, Buyer shall, and shall cause the Company and its Subsidiaries, their affiliates and successors to (1) retain and maintain such Tax records and information for the longer of 3 years and the applicable statute of limitations (as may be extended) for actions arising with respect to such records; provided that and (2) allow the Seller Representative (and agents and representatives of any Seller) to inspect, review and make copies of such records and information as the Seller Representative or agent and representative of a Seller may deem necessary or appropriate from time to time.

(d) Refunds and Credits. Any refunds or credits of Taxes of the Company or any Subsidiary plus any interest received with respect thereto from the applicable taxing authority for any Pre-Closing Tax Period (including, without limitation, refunds or credits arising by reason of amended Tax Returns filed after the Closing Date) shall be for the account of the Sellers and shall be paid by Buyer to the Seller Representative within ten (10) days after Buyer or the Company or any of its Subsidiaries receives such refund or after the relevant Tax Return is filed in which a credit is applied against Buyer's, the Company's, any Subsidiary's, or any of their successor's liability for Taxes.

(e) Tax Sharing Agreements. All tax-sharing agreements or similar agreements with respect to or involving the Company and its Subsidiaries shall be terminated as of the Closing Date and, after the Closing Date, the Company and its Subsidiaries shall not be bound thereby or have any liability thereunder.

9.4 Additional Documents and Instruments. From time to time, as and when requested by any Party hereto and at such Party's expense, any other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting Party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

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9.5 Distributions. Those Sellers who are Limited Liability Companies or Limited Partnerships acknowledge the provisions of Section 25-30 of the Illinois Limited Liability Company Act and Section 607 of the Illinois Revised Uniform Limited Partnership Act, as applicable.

10. SELLER REPRESENTATIVE

10.1 Designation of Seller Representative. Andrew L. Wolf (the "**Seller Representative**") is hereby designated by each of the Sellers to serve as the representative of the Sellers with respect to the matters expressly set forth in this Agreement to be performed by the Seller Representative. If the Seller Representative shall die, resign as the Seller Representative, become disabled or otherwise be unable to fulfill his responsibilities hereunder, the Sellers holding at least two-thirds (66-2/3%) of the Stock sold at the Closing may, within ten days after such death or disability, shall appoint a successor to the Seller Representative and immediately thereafter notify Buyer of the identity of such successor.

10.2 Authority. Each of the Sellers, by the execution of this Agreement, hereby irrevocably appoints the Seller Representative as the agent, proxy and attorney-in-fact for such Seller for all purposes of this Agreement and the Earn-Out Agreement (including the full power and authority on such Seller's behalf (i) to consummate the transactions contemplated herein, including, without limitation, full power and authority to grant or withhold approvals, bring, defend and settle or otherwise resolve disputes, including, without limitation, regarding Claims and disputes relating to Buyer Indemnifiable Losses, exercise options or to take any other action on behalf of the Sellers under this Agreement and the Earn-Out Agreement; (ii) to pay such Seller's expenses incurred in connection with the negotiation and performance of this Agreement and the Earn-Out Agreement and the transactions contemplated hereby and thereby (whether incurred on or after the date hereof); (iii) to disburse any funds received hereunder or under the Earn-Out Agreement to such Seller and each other Seller; (iv) to set off from any funds to be disbursed hereunder or under the Earn-Out Agreement to such Seller an amount equal to such Seller's Contribution Obligations (as such term is defined in the Contribution Agreement by and between the Seller and Representative and the other Sellers of even date herewith); (v) to endorse and deliver any certificates or instruments representing the Stock, and to execute such further instruments of assignment as Buyer shall reasonably request; (vi) to execute and deliver on behalf of such Seller any amendment or waiver hereto or to the Earn-Out Agreement; (vii) to take all other actions to be taken by or on behalf of such Seller in connection herewith or in connection with the Earn-Out Agreement; (viii) to withhold funds to pay Seller-related expenses and obligations; and (ix) to do each and every act and exercise any and all rights which such Seller or the Sellers collectively are permitted or required to do or exercise under this Agreement or the Earn-Out Agreement; provided, however, that, notwithstanding the foregoing, the Seller Representative shall not have the authority to increase the liability or obligations of the Sellers without the prior written consent of the Sellers. Each of the Sellers agrees that such agency and proxy are coupled with an interest, are therefore irrevocable without the consent of the Seller Representative and shall survive the death, incapacity, bankruptcy, dissolution or liquidation of any Seller. All decisions and actions by the Seller Representative (to the extent authorized by this Agreement) shall be binding upon all of the Sellers, and no Seller shall have the right to object, dissent, protest or otherwise contest the same.

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10.3 Reimbursement of Fees. Each Seller hereby agrees to pay to the Seller Representative his, her or its Pro Rata Portion of the reasonable costs and expenses incurred by the Seller Representative in connection with his representation of the Sellers in any proceeding arising out of this Agreement or the Earn-Out Agreement, including all matters concerning indemnification claims.

10.4 Indemnification. Each Seller hereby, jointly and severally, agrees to indemnify and hold harmless the Seller Representative against all expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Seller Representative in connection with any action, suit or proceeding to which the Seller Representative is made a party by reason of the fact it is or was acting as the Seller Representative pursuant to the terms of this Agreement or the Earn-Out Agreement.

10.5 No Liability. Neither the Seller Representative nor any agent employed by him shall incur any liability to any Seller by virtue of the failure or refusal of the Seller Representative for any reason to consummate the transactions contemplated hereby or relating to the performance of its other duties hereunder (including under the Earn-Out Agreement), except for actions or omissions constituting fraud or bad faith.

11. INTENTIONALLY OMITTED

12. SURVIVAL OF WARRANTIES AND INDEMNIFICATION

12.1 Survival. All of the representations, warranties and covenants of the Company and each Seller shall survive the execution of this Agreement and the Closing until the two (2) year anniversary of the Closing Date (the "**General Survival Period**"), except for:

(a) the representations and warranties made pursuant to Sections 4.14(a), 4.14(b), 4.14(d), which shall survive for three (3) years (the "**Special Survival Period**"),

(b) the representations and warranties made pursuant to Sections 4.2, 4.3, 4.4, 4.7, 5.2, 5.3 and 5.4 (collectively, the "**Excepted Representations**"), which shall survive until 90 days following the expiration of the applicable underling statute of limitation, including any extension of such applicable statute of limitation (the "**Statute**"), and

(c) Adverse Consequences based on fraud, which shall survive indefinitely.

12.2 Indemnification.

(a) Indemnification by Sellers. Subject to Section 12.3 below, the Majority Sellers shall jointly and severally indemnify, defend and hold harmless Buyer and the Company, their respective subsidiaries and affiliates, and each officer, director and employee of Buyer, the Company or any of their respective subsidiaries or affiliates (collectively, the "**Buyer Group**"), and their successors and assigns, from and against the entirety of any Adverse Consequences the Buyer Group may suffer, sustain or become subject to, through and after the date of the claim for indemnification, including any Adverse Consequences Buyer may suffer after the end of the General Survival Period, the Special Survival Period or the Statute, as applicable, with respect to claims made within such period to the extent required by Section 12.3(b) ("**Buyer**

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Indemnifiable Losses"), resulting from (i) any breach of the representations and warranties of the Company made in Article 4 and (ii) any nonfulfillment or breach of any covenant or agreement on the part of the Company in this Agreement.

(b) Individual Indemnification by each Seller. Subject to Section 12.3 below, each Seller shall indemnify, defend and hold harmless the Buyer Group from and against the entirety of any Buyer Indemnifiable Losses resulting from (i) any breach of the representations and warranties of such Seller made in Article 5 and (ii) any nonfulfillment or breach of any covenant or agreement on the part of such Seller in this Agreement. No Seller shall be liable for any indemnification obligation of any other Seller under this Section 12.2(b).

(c) Indemnification by Buyer. Buyer shall indemnify, defend and hold harmless each Seller (the Company, the Buyer Group and each Seller, as the context requires, are each sometimes referred to herein as an "**Indemnified Party**" or an "**Indemnifying Party**"), from and against the entirety of any Adverse Consequences such Person may suffer, sustain or become subject to, through and after the date of the claim for indemnification ("**Seller Indemnifiable Losses**"; Buyer Indemnifiable Losses and Seller Indemnifiable Losses, as the context requires, are each sometimes referred to herein as "**Indemnifiable Losses**"), resulting from (i) any breach or inaccuracy of the representations and warranties made by it in Section 6; and (ii) any nonfulfillment or breach of any covenant or agreement on the part of Buyer in this Agreement.

12.3 Limits on Indemnification.

(a) The Sellers shall have no obligation to indemnify the Buyer Group under Section 12.2(a) until the Buyer Group shall first have suffered such aggregate Buyer Indemnifiable Losses in excess of $250,000.00 (the "**Basket**") (at which point the Sellers will be obligated to indemnify the Buyer Group only for such Indemnifiable Losses in excess of the Basket); provided, however, that said Basket shall not apply for Indemnifiable Losses arising from a breach of the Excepted Representations or Indemnifiable Losses based on fraud; and provided, further, that the Sellers will not have any obligation to indemnify Buyer with respect to individual Buyer Indemnifiable Losses of less than five thousand dollars ($5,000) each (the "**Mini-Basket**") and no such Buyer Indemnifiable Losses shall count toward the Basket. For the absence of doubt, for purposes of determining whether Buyer Indemnifiable Losses exceed the Mini-Basket, claims for Buyer Indemnifiable Losses arising out of any one set of facts shall be aggregated together and considered to be an individual Buyer Indemnifiable Loss.

(b) Other than an Adverse Consequence arising out of fraud, the Sellers shall have no obligation to indemnify Buyer from and against any Indemnifiable Losses arising out of the breach of any of the representations or warranties made herein unless Buyer makes a written claim for the breach which gives rise to such Indemnifiable Losses within the General Survival Period, the Special Survival Period or the Statute, as applicable.

(c) An Indemnified Party shall, at the Indemnifying Party's request, cooperate in the defense of any matter subject to indemnification hereunder. Each Indemnified Party shall seek to collect any amounts available under insurance coverage, or from any other Person

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alleged to be responsible, for any Indemnifiable Losses to the same extent that the Indemnified Party would if such Indemnifiable Loss were not subject to indemnification hereunder.

(d) Except for any Adverse Consequence arising from fraud, the Sellers shall not be liable under Section 12.2(a) or Section 12.2(b) for any Buyer Indemnifiable Losses arising from a warranty breach that is included in the Latest Balance Sheet to the extent set forth as a specific liability or reserve.

(e) Each Indemnified Party shall take and shall cause their respective Affiliates to take all reasonable steps to mitigate and otherwise minimize the Indemnifiable Losses to the maximum extent reasonably possible upon and after becoming aware of any event which would reasonably expected to give rise to any Indemnifiable Losses.

(f) If an Indemnified Party receives any payment from an Indemnifying Party in respect of any Indemnifiable Losses and the Indemnified Party could have recovered all or part of such Indemnifiable Losses from a third party (a "**Potential Contributor**") based on the underlying claim asserted against the Indemnifying Party, the Indemnified Party shall assign such of its rights to proceed against the Potential Contributor as are necessary to permit the Indemnifying Party to recover from the Potential Contributor the amount of such payment.

(g) The indemnification rights provided in this Article 12 shall be the exclusive remedy with respect to any Adverse Consequence or other matter arising under or relating to the transactions contemplated by this Agreement.

(h) The Sellers' obligation to indemnify the Buyer Group hereunder shall be limited as follows:

(i) General Claims. Except for any Adverse Consequence arising from fraud (which is governed by Section 12.3(i)) or from a breach of an Excluded Representation, (i) Buyer's right to indemnification shall be limited as provided in Sections 12.4 and 12.6 below and (ii) the aggregate liability of the Sellers for Indemnifiable Losses hereunder shall not exceed ten percent (10%) of the Closing Payment plus, at such time as it is paid in full, ten percent (10%) of the Post-Closing Payment (the "**Cash Portion**") together with an offset against the Earn-Out (collectively, the "**Cap**") (it being understood that the Sellers' liability for the Earn-Out portion of the Cap shall be satisfied solely and exclusively through offsets against the Earn-Out as provided in Section 12.4 below); provided, however, that on the first anniversary of the Closing Date, subject to pending claims brought in good faith on or prior to that date and based on facts and circumstances existing on or prior to that date, the Cash Portion of the Cap shall be eliminated and the liability of the Sellers for Indemnifiable Losses hereunder shall be satisfied solely and exclusively through offsets against the Earn-Out as provided in Section 12.4 below. The Sellers shall not be obligated to pay any Indemnifiable Losses hereunder (except for any Adverse Consequences arising from a breach of an Excluded Representation or fraud) until the first Payment Date (as such term is defined in the Earn-Out Agreement), at which time, any claims shall be paid first by offset against the 2005 Payment Date

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Amount and then (in the event the amount of such claims exceeds the 2005 Payment Date Amount) by the Sellers against the Cash Portion. For the avoidance of doubt, in the event that the 2005 Payment Date Amount equals or exceeds the Cash Portion of the Cap (or, if less, the amount of any pending claims brought in good faith on or prior to the first anniversary of the Closing Date and based on facts and circumstances existing on or prior to that date), then the liability of the Sellers for Indemnifiable Losses hereunder shall be satisfied solely and exclusively through offsets against the Earn-Out as provided in Section 12.4 below.

(ii) Excepted Representation Claims. Except for Adverse Consequences arising from fraud (which are governed by Section 12.3(i)), (i) Buyer's right to indemnification shall be limited as provided in Sections 12.4 and 12.6 below and (ii) each Seller's aggregate liability to indemnify the Buyer Group hereunder shall be limited to the amount received by such Seller at the Closing under Section 2.3 plus, at such time as it is paid in full, the Post-Closing Payment, together with an offset against such Seller's portion of the Earn-Out (the "**Earn-Out Portion**") (it being understood that such Seller's liability relative to the Earn-Out Portion shall be satisfied solely and exclusively through offsets against the Earn-Out as provided in Section 12.4 below); provided, however, that each Seller's aggregate liability to indemnify the Buyer Group for Adverse Consequences arising from a breach of Section 4.7 (when aggregated with such Seller's liability for claims governed by Section 12.3(h)(i)) shall be limited to 50% of the amount received by such Seller at the Closing under Section 2.3 plus, at such time as it is paid in full, fifty percent (50%) of the Post-Closing Payment, together with an offset against such Seller's Earn-Out Portion (it being understood that such Seller's liability relative to the Earn-Out Portion shall be satisfied solely and exclusively through offsets against the Earn-Out as provided in Section 12.4 below).

(i) In the event the Company or any Seller commits an act of fraud against Buyer pursuant to this Agreement or in connection with the transactions contemplated herein, each Seller who (x) actively and knowingly participated in the fraud or had actual knowledge of the fraud and (y) failed to inform Buyer promptly of the specific nature of such fraudulent act or omission, shall jointly and severally indemnify, defend and hold harmless the Buyer Group, without regard to the Cap, for any Adverse Consequence resulting from such fraud.

12.4 Claims Procedure. The following claims procedure shall apply to claims by Buyer for Buyer Indemnifiable Losses that are satisfied through offsets against payments otherwise due to Sellers under the Earn-Out Agreement (an "**Offset Claim**"):

(a) In the event Buyer provides Seller Representative with written notice (a "**Claims Notice**") of an Offset Claim, or potential Offset Claim, for Buyer Indemnifiable Losses within the General Survival Period, the Special Survival Period or the Statute, as applicable, Seller Representative and Buyer shall endeavor in good faith to agree on the whether such Buyer Indemnifiable Losses are subject to indemnification as provided in this Article 12, and if so, the amount of such Buyer Indemnifiable Losses ("**Reserve Amount**"). In the event the parties are

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unable to agree upon the validity or amount of the Reserve Amount within thirty (30) days after the Seller Representative's receipt of the Claims Notice, the unsettled issues shall be subject to litigation in accordance with Section 13.13 and Section 13.14. Buyer shall only be entitled to assert a potential Offset Claim in good faith and if, on the date of such assertion, the facts and circumstances forming the basis for such claim have occurred.

(b) Upon the determination of a Reserve Amount pursuant to subsection (a) above, Buyer shall be entitled to establish a reserve (the "**Reserve**") equal to said Reserve Amount. Buyer shall set apart from the amounts otherwise due Sellers under the Earn-Out Agreement an amount equal to the Reserve (the "**Set-Off Amount**"). The Set-Off Amount shall be applied against the next subsequent Payment Date Amount (as such term is defined in the Earn-Out Agreement) until such Set-Off Amount is satisfied in full (with any excess Payment Date Amount to be distributed to the Sellers in accordance with the Earn-Out Agreement), and in the event the Set-Off Amount exceeds such Payment Date Amount, the excess shall be applied thereafter from the next occurring Payment Date Amount until (i) the Set-Off Amount has been satisfied in full or (ii) all Payment Date Amounts under the Earn-Out Agreement have been paid in full (including through satisfaction of Set-Off Amounts). For the avoidance of doubt, Sellers shall have no liability for any Set-Off Amounts other than through offset against Payment Date Amounts as provided herein. Subject to the provisions of subsection (c), below, Buyer shall apply each Set-Off Amount against the applicable Payment Date Amount as and when Payment Date Amounts come due under the terms of the Earn-Out Agreement. Except as provided in subsection (c) below, Seller Representative agrees that the application of a Set-Off Amount against a Payment Date Amount shall constitute a payment of Earn-Out equal to the amount of the Set-Off Amount satisfied thereby so that, upon the application of the Set-Off Amount by Buyer, an amount equal to such Set-Off Amount shall be no longer due and owing under the Earn-Out Agreement.

(c) The foregoing notwithstanding, in the event Buyer has submitted a Claims Notice to Seller Representative, and prior to such time as a Reserve Amount under such Claims Notice has been determined pursuant to subsection (a) above (such undetermined amount, a "**Requested Reserve**"), a payment becomes due under the Earn-Out Agreement (an "**Earn-Out Payment**") that would otherwise be reduced by said Requested Reserve (when and as finally determined pursuant to subsection (a) above), Buyer shall place an amount equal to the Requested Reserve in an interest bearing escrow account for the benefit of the Sellers (but in no event, shall Buyer be required to place in escrow an amount greater than the Earn-Out Payment) (the "**Escrowed Amount**"), with terms and an escrow agent agreeable to Seller Representative, and Buyer shall only be required to pay under the Earn-Out Agreement the positive difference, if any, between the Earn-Out Payment then due and the Escrowed Amount. Within 2 business days after the Reserve Amount for such Claim Notice is finally determined pursuant to subsection (a) above, Buyer and the Seller Representative shall, if such final Reserve Amount is less than the Escrowed Amount, instruct the escrow agent to release to the Sellers from escrow an amount equal to the difference between the Escrowed Amount and the final Reserve Amount, plus any accrued interest earned on such amount in the applicable escrow account, and the remaining balance of such escrow, if any, shall be distributed to Buyer. Buyer, on the one hand, and Sellers (on a pro rata basis (determined based on their Pro Rata Portion)), on the other hand, shall split evenly any escrow agent expenses incurred in connection with this subsection (c).

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12.5 [Intentionally Omitted].

12.6 Indemnification Procedure.

(a) If any third party shall notify an Indemnified Party with respect to any matter (a "**Third Party Claim**") which may give rise to a claim for indemnification against the Indemnifying Party under this Article 12, then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced thereby.

(b) Any Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel of the Indemnifying Party's choice, reasonably satisfactory to the Indemnified Party, so long as (i) the Indemnifying Party notifies the Indemnified Party, within twenty (20) business days after the Indemnified Party has given notice of the Third Party Claim to the Indemnifying Party that the Indemnifying Party is assuming the defense of such Third Party Claim and will indemnify the Indemnified Party against such Third Party Claim in accordance with the terms and limitations of this Article 12 and (ii) the Indemnifying Party conducts the defense of the Third Party Claim in an active and diligent manner.

(c) So long as the conditions set forth in Article 12.6(b) are and remain satisfied, then (i) the Indemnifying Party may conduct the defense of the Third-Party Claim in accordance with Section 12.6(b), (ii) the Indemnified Party may retain separate co-counsel at its sole cost and expense and (iii) the Indemnifying Party will not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), consent to the entry of any judgment with respect to the matter, or enter into any settlement which either imposes an injunction or other equitable relief upon the Indemnified Party or does not include a provision whereby the plaintiff or claimant in the matter releases the Indemnified Party from all liability with respect thereto.

(d) The Sellers and Buyer shall treat any payments that Buyer and the Sellers receive pursuant to this Article 12 as an adjustment to and refund of the Purchase Price for federal Tax purposes, unless a final determination (which shall include the execution of a Form 870-AD or successor form) with respect to Buyer and the Sellers causes such payment not to be treated as an adjustment to or refund of the Purchase Price for federal Tax purposes.

13. MISCELLANEOUS

13.1 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

13.2 No Public Disclosure. No press release or public announcement related to this Agreement or the transactions contemplated herein, or prior to the Closing, any other announcement or communication to the employees, customers or suppliers of the Company and its Subsidiaries, shall be issued or made by any Party hereto without the joint prior approval of

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Buyer and the Seller Representative, unless required by Law (in the reasonable opinion of counsel) in which case Buyer and the Seller Representative shall have the right to review such press release, announcement or communication prior to its issuance, distribution or publication.

13.3 Entire Agreement. Other than the Confidentiality Agreement, which is hereby incorporated herein and made a part hereof, this Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.

13.4 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign this Agreement or any of such Party's rights, interests, or obligations hereunder without the prior written approval of the other Parties; provided, however, that Buyer shall be free to assign this Agreement without any other Party's consent to (1) any current or future parent of Buyer, (2) any entity into which Buyer may be merged or consolidated, or (3) any entity resulting from any corporate restructuring, merger, conversion or consolidation to which Buyer may be a party (each, a "**Permitted Assignment**"); provided further that LendingTree, Inc. acknowledges and agrees that no Permitted Assignment shall limit or otherwise affect in any way its guaranty of Buyer's obligations hereunder.

13.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. It is the express intent of the Parties to be bound by the exchange of signatures on this Agreement via telecopy.

13.6 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) one (1) business day following deposit with a recognized national overnight courier service for next day delivery, charges prepaid, and, in each case, addressed to the intended recipient as set forth below:

If to the Sellers or to the Seller Representative:

iNest Realty
113 Fairfield Way
Suite 304
Bloomingdale, IL 60108
(630) 529-7500 (x557)
Attn: Andrew L. Wolf

With a copy to:

Sachnoff & Weaver, Ltd.
30 S. Wacker – Suite 2900
Chicago, IL 60606
(312) 207-1000
Attn: Frank D. Ballantine

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If to Buyer:

Robin Acquisition Corp.
11115 Rushmore Drive
Charlotte, NC 28277
Fax: (704) 540-2486
Phone: (704) 541-5351
Attn: Kim Gorsuch

With copies to:

InterActiveCorp
152 West 57th Street
New York, NY 10019
Fax: 212-314-7439
Attn: General Counsel

and

Helms Mulliss & Wicker, PLLC
201 N. Tryon St., Suite 3000
Charlotte, NC 28202
Fax: 704-343-2300
Phone: 704-343-2000
Attn: John B. Yorke

and

LendingTree, Inc.
11115 Rushmore Drive
Charlotte, NC 28277
Fax: (704) 540-2486
Phone: (704) 541-5351
Attn: General Counsel

Any Party may give any notice, request, demand, claim, or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telecopy, fax, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is delivered to the individual for whom it is intended. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

13.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

13.8 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and the Seller Representative (on behalf of the Sellers). No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty

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or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence of such kind.

13.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid or unenforceable term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

13.10 [reserved]

13.11 Construction. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used herein has a comparable meaning whether used in a masculine, feminine or gender-neutral form. The term "include" and its derivatives shall have the same construction as the phrase "include, without limitation," and its derivatives. The section headings contained in this Agreement are inserted for convenience or reference only and shall not affect in any way the meaning or interpretation of this Agreement. Reference in this Agreement to any legal term for any law, action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept or thing shall in respect of any jurisdiction other than the United States be deemed to include that legal concept or thing in that other jurisdiction which most nearly approximates that United States legal term (in addition to any other analogous legal concept or term specified). The Schedules and Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. Where any provision in this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether the action in question is taken directly or indirectly by such Person.

13.12 Schedules and Exhibits. Matters reflected in the Schedules and Exhibits to this Agreement are not necessarily limited to matters required by this Agreement to be reflected in such Schedules or Exhibits. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

13.13 JURISDICTION; SERVICE OF PROCESS. EACH PARTY (A) CONSENTS TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN WILMINGTON, DELAWARE (AND ANY CORRESPONDING APPELLATE COURT) IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT, (B)

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WAIVES ANY VENUE OR INCONVENIENT FORUM DEFENSE TO ANY PROCEEDING MAINTAINED IN SUCH COURTS AND (C) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AGREES NOT TO INITIATE ANY PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT IN ANY OTHER COURT OR FORUM. PROCESS IN ANY SUCH PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD.

13.14 WAIVER OF JURY TRIAL. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN THE EVENT ANY JUDICIAL PROCEEDING IS INSTITUTED IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF OR ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS, RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS.

13.15 Time Is of the Essence. Time is of the essence with respect to all time periods and dates set forth herein.

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INTERNEST INC.

Signature Page to Stock Purchase Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BUYER:

ROBIN ACQUISITION CORP.

By: _____
Name: Douglas R Lebda
Title: Founder & CEO

THE COMPANY:

INTERNEST INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BUYER:

ROBIN ACQUISITION CORP.

By:_____
Name:_____
Title:_____

THE COMPANY:

INTERNEST INC.

By:_____
Name: ANDREW L. WOLF
Title: PRESIDENT

INTERNEST INC.

Signature Page to Stock Purchase Agreement

To induce the Sellers to enter into this Agreement, the undersigned hereby irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the payment and performance obligations of Buyer hereunder, jointly and severally with Buyer and as fully as though the undersigned were the Buyer hereunder.

LENDINGTREE, INC.

By: _____

Name: Douglas R Lebda

Title: Founder & CEO

INTERNEST INC.

Signature Page to Stock Purchase Agreement

The undersigned hereby executes the Stock Purchase Agreement (the "Agreement"), authorizes this signature page to be attached as a counterpart of the Agreement, and hereby agrees to be bound by the Agreement (which it represents it has reviewed and understands) as a "Seller" (as defined in the Agreement) and this signature page shall constitute a counterpart copy of the Agreement.

If the undersigned is an individual:

_____

Name: Andrew L. Wolf

If the undersigned is not an individual:

_____

By: _____
Name: _____
Title: _____

INTERNEST INC.

Signature Page to Stock Purchase Agreement

The undersigned hereby executes the Stock Purchase Agreement (the "Agreement"), authorizes this signature page to be attached as a counterpart of the Agreement, and hereby agrees to be bound by the Agreement (which it represents it has reviewed and understands) as a "Seller" (as defined in the Agreement) and this signature page shall constitute a counterpart copy of the Agreement.

If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

Dodi Ventures LLC

By: Timothy R Kelly

Name: Timothy R. Kelly

Title: CEO

INTERNEST INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

Origin Ventures, LLC

By: _____
Name: Steve N. Miller
Title: manager

INTERNEST INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

GARAGE TECHNOLOGIES, INC.

By: _____

Name: WILLIAM M. REICHERT

Title: PRESIDENT

INTERNEST INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual: Open Prairie Ventures I, L.P., an Illinois limited partnership

By: James M Schultz

By: _____

Name: James Schultz

Title: President of Open Prairie Ventures, Inc., an Illinois corporation, the manager of Open Prairie Ventures Management I, LLC, a Delaware limited liability company, the general partner of Open Prairie Ventures I, L.P.

INTERNEST INC.

REALESTATE.COM, INC.

Signature Page to Stock Purchase Agreement

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

Harry J. & Carol D. Saal

By: HARRY SAAL, CAROL SAAL

Name: _____

Title: TRUSTEES

Harry J. & Carol D. Saal,
CO-TTEES of The Harry J. Saal
Trust DTD 7-19-72, as amended

INTERNEST, INC.

REALESTATE.COM, INC.

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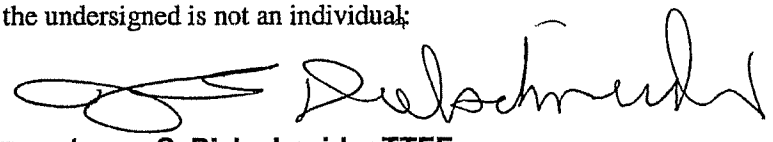
If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:



By: **James S. Dielschneider TTEE**
Name: **James S. Dielschneider Trust**
Title: **U/A DTD Feb 26, 2002**

INTERNEST INC.

REALESTATE.COM, INC.

Signature Page to Stock Purchase Agreement

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If the undersigned is an individual:

Mary P. Wolf

Name: MARY P. WOLF

If the undersigned is not an individual:

_____

By: _____

Name: _____

Title: _____

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

KARILYN A. WOLF GIFT TRUST

By: Gregory J. Wolf, Trustee

Name: GREGORY J. WOLF

Title: TRUSTEE

INTERNEST INC.

REALESTATE.COM, INC.

Signature Page to Stock Purchase Agreement

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

KRISTEN M. WOLF GIFT TRUST

By: Gregory Wolf Trustee
Name: GREGORY T. WOLF
Title: TRUSTEE

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

CAITLIN E. WOLF GIFT TRUST

By: Gregory J. Wolf Trustee
Name: GREGORY J. WOLF
Title: TRUSTEE

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

KEVIN W. WOLF GIFT TRUST

By: Gregory J. Wolf, Trustee
Name: GREGORY J. WOLF
Title: TRUSTEE

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

SARAH E. LOISELLE GIFT TRUST

By: Gregory J. Wolf Trustee
Name: GREGORY J. WOLF
Title: TRUSTEE

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

JENNIFER M. LOISELLE GIFT TRUST

By: Gregory T. Wolf Trustee
Name: GREGORY T. WOLF
Title: TRUSTEE

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

ERIN C. WOLF GIFT TRUST

By: Gregory T. Wolf Trustee
Name: GREGORY T. WOLF
Title: TRUSTEE

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

MEGAN A. WOLF GIFT TRUST

By: Gregory J. Wolf Trustee

Name: GREGORY J. WOLF

Title: TRUSTEE

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: Andrew M. Wolf

If the undersigned is not an individual:

_____

By: _____

Name: _____

Title: _____

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

John M. Wolf Jr

Name: JOHN M. WOLF JR

If the undersigned is not an individual:

_____

By: _____

Name: _____

Title: _____

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

Michael J. Wolf

Name: MICHAEL J. WOLF

If the undersigned is not an individual:

_____

By: _____

Name: _____

Title: _____

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: STEPHEN P. WOLF

If the undersigned is not an individual:

_____

By: _____

Name: _____

Title: _____

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

ALISON E. WOLF GIFT TRUST

By: Gregory J. Wolf, Trustee
Name: GREGORY J. WOLF
Title: TRUSTEE

INTERNEST INC.

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If the undersigned is an individual:

_____

Name: JOHN OLTMAN

If the undersigned is not an individual:

_____

By: _____

Name: _____

Title: _____

INTERNEST INC.

REALESTATE.COM, INC.

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If the undersigned is an individual:

_____

Name: _____

If the undersigned is not an individual:

Linda M. Wolf as trustee of the Andrew L. Wolf Irrevocable Trust u/a/d January 15, 2004

By: Linda M. Wolf

Name: Linda M. Wolf

Title: trustee

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

ROBIN ACQUISITION CORP.

By:_____
Name:_____
Title:_____

SELLER REPRESENTATIVE:

By:_____
Andrew Wolf, individually and as agent for the Sellers

To induce the Sellers to enter into the Purchase Agreement, the undersigned hereby irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the payment and performance obligations of Buyer hereunder, jointly and severally with Buyer and as fully as though the undersigned were Buyer hereunder. The obligation of the undersigned hereunder is an absolute, irrevocable, present and continuing guaranty of payment and performance of Buyer's obligations and not of collection. The undersigned agrees that the obligations, covenants and agreements of the undersigned hereunder shall not be discharged, affected or impaired by any act of any of the other parties hereunder or any event or condition except indefeasible payment in full and full and timely performance of Buyer's obligations hereunder.

LENDINGTREE, INC.

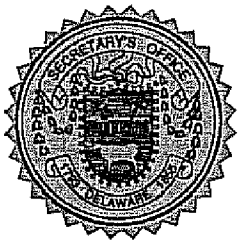
By:_____
Name:_____
Title:_____

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "LENDINGTREE, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "LENDINGTREE, INC." TO "LENDINGTREE, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2004, AT 3:22 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2631408 8100V

040950021

AUTHENTICATION: 3585123

DATE: 12-29-04

CERTIFICATE OF CONVERSION

CONVERTING

LENDINGTREE, INC.
(A Delaware Corporation)

TO

LENDINGTREE, LLC
(A Delaware Limited Liability Company)

LendingTree, Inc. (the "Converting Corporation"), the corporation that is converting to a Delaware limited liability company (the "Company"), hereby certifies that:

1. Name of Converting Corporation. The name of the Converting Corporation immediately prior to the filing of this Certificate of Conversion was "LendingTree, Inc." The Converting Corporation was originally incorporated as Lewisburg Ventures, Inc.

2. Date and Jurisdiction of Organization of Converting Corporation. The date on which, and the jurisdiction where, the Converting Corporation was organized are as follows:

Date	Jurisdiction
June 7, 1996	Delaware

3. Name of Converted Limited Liability Company. The name of the Delaware limited liability company to which the Converting Corporation has been converted and the name set forth in the Certificate of Formation of the Company filed in accordance with Section 18-214(b) of the Delaware Limited Liability Company Act is "LendingTree, LLC".

4. Approval of Conversion. The conversion of the Converting Corporation to the Company has been approved in accordance with the provisions of Sections 228 and 266 of the General Corporation Law of the State of Delaware and Section 18-214 of the Delaware Limited Liability Company Act.

5. Effective Time. This Certificate shall be effective upon its filing in the Office of the Secretary of State of the State of Delaware.

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:22 PM 12/29/2004
FILED 03:22 PM 12/29/2004
SRV 040950021 - 2631408 FILE

W/811372v2

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion as of December 29, 2004.

LENDINGTREE, INC.

By: _____

Name: Matthew A. Packer

Title: Vice President

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "LENDINGTREE, LLC" FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2004, AT 3:22 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

2631408 8100V

040950021

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3585123

DATE: 12-29-04

CERTIFICATE OF FORMATION

OF

LENDINGTREE, LLC

This Certificate of Formation is being executed as of December 29, 2004 for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq. (the "Delaware LLC Act").

The undersigned, being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company is LendingTree, LLC (the "Company").

2. Registered Office and Registered Agent. The address of the registered office of the Company in the State of Delaware is c/o National Registered Agents, Inc., 9 East Loockerman Street, Suite 1B in the City of Dover, County of Kent, State of Delaware, 19901. The registered agent of the Company for service of process at such address is National Registered Agents, Inc.

3. Conversion. The Company has been converted to a Delaware limited liability company pursuant to Section 18-214 of the Delaware LLC Act. The Company constitutes a continuation of the existence of the converted other entity in the form of a Delaware limited liability company.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the date first above written.

An Authorized Person
Type or Print Name: Matthew A. Packey

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:22 PM 12/29/2004
FILED 03:22 PM 12/29/2004
SRV 040950021 - 2631408 FILE

W/811374v4

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "LENDINGTREE, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

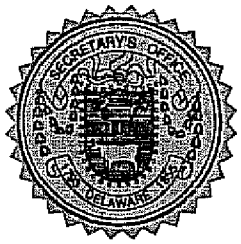
CERTIFICATE OF INCORPORATION, FILED THE SEVENTH DAY OF JUNE, A.D. 1996, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "LEWISBURG VENTURES, INC." TO "CREDITSOURCE USA, INCORPORATED", FILED THE SECOND DAY OF APRIL, A.D. 1997, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CREDITSOURCE USA, INCORPORATED" TO "CREDITSOURCE USA, INC.", FILED THE TWENTY-FIFTH DAY OF JUNE, A.D. 1997, AT 12:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CREDITSOURCE USA, INC." TO "LENDINGTREE, INC.", FILED THE FOURTH DAY OF FEBRUARY, A.D. 1998, AT 2 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE FIRST DAY OF DECEMBER, A.D.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2631408 8310

040950574

AUTHENTICATION: 3584978

DATE: 12-29-04

1998, AT 5:30 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE THIRTIETH DAY OF DECEMBER, A.D. 1998, AT 4 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE SEVENTEENTH DAY OF SEPTEMBER, A.D. 1999, AT 4:30 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE THIRD DAY OF FEBRUARY, A.D. 2000, AT 12 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE TWENTY-SECOND DAY OF FEBRUARY, A.D. 2000, AT 8:30 O'CLOCK A.M.

CERTIFICATE OF DESIGNATION, FILED THE TWENTY-SECOND DAY OF FEBRUARY, A.D. 2000, AT 8:35 O'CLOCK A.M.

CERTIFICATE OF DESIGNATION, FILED THE NINETEENTH DAY OF MARCH, A.D. 2001, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE EIGHTH DAY OF AUGUST, A.D. 2003, AT 9:21 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE EIGHTH DAY OF AUGUST, A.D. 2003, AT 4:37 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE NINETEENTH DAY OF MARCH, A.D. 2004, AT 3:25 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE SECOND DAY OF SEPTEMBER,

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2631408 8310

AUTHENTICATION: 3584978

040950574

DATE: 12-29-04

Delaware

The First State

A.D. 2004, AT 2:28 O'CLOCK P.M.

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "LENDINGTREE, INC." TO "LENDINGTREE, LLC", FILED THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2004, AT 3:22 O'CLOCK P.M.

CERTIFICATE OF FORMATION, CHANGING ITS NAME FROM "LENDINGTREE, INC." TO "LENDINGTREE, LLC", FILED THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2004, AT 3:22 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2631408 8310

AUTHENTICATION: 3584978

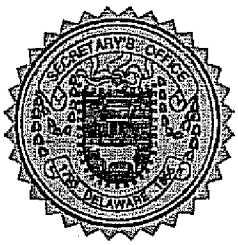
040950574

DATE: 12-29-04

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION "LENDINGTREE, INC." TO A DELAWARE LIMITED LIABILITY COMPANY OF "LENDINGTREE, LLC", WAS FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2004, AT 3:22 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2631408 8317

040950588

AUTHENTICATION: 3584988

DATE: 12-29-04

RECORDED: 07/16/2008

© GOES KG&BT LITHO. IN U.S.A.

NUMBER *1*

SHARES *32,000,000*

Robin Acquisition Corp.

Incorporated Under The Laws of The State of Delaware

Common Stock Par Value $0.01

This Certifies that **LendingTree, Inc.** is the registered holder of ***Thirty-Two Million*** Shares transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this **28th** day of **October** A. D. **2004**

Secretary

President

©GOES KG&BT
All Rights Reserved

TRADEMARK

REEL: 003817 FRAME: 0242