

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MDA Holdings, Inc.		09/09/2008	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
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<b>Street Address:</b>	6551 Park of Commerce Blvd		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33487		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75774654	MEDICAL DOCTOR ASSOCIATES	
<b>Registration Number:</b>	2535014	MEDICAL DOCTOR ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
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<b>NAME OF SUBMITTER:</b>	Susan E. Ball		
<b>Signature:</b>	/Susan E. Ball/		
<b>Date:</b>	09/16/2008		

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**Total Attachments: 44**

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**PURCHASE AGREEMENT**

**dated as of July 22, 2008**

**by and among**

**STONECO H, INC.,**

**CROSS COUNTRY HEALTHCARE, INC.,**

**MDA HOLDINGS, INC.,**

**MEDICAL DOCTOR ASSOCIATES, INC.,**

**ALLIED HEALTH GROUP, INC.,**

**CREDENT VERIFICATION AND LICENSING SERVICES, INC.,**

**JAMESTOWN INDEMNITY, LTD.,**

**and**

**MDA EMPLOYEE STOCK OWNERSHIP AND 401(k) PLAN ESOP  
COMPONENT TRUST**

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Exhibit A	Adjusted EBITDA
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## PURCHASE AGREEMENT

PURCHASE AGREEMENT, dated as of July 22, 2008, by and among StoneCo H, Inc., a Delaware corporation ("**Buyer**"), Cross Country Healthcare, Inc., solely with respect to its obligations under **Section 7.21** hereof ("**Cross Country**"), MDA Holdings, Inc., a Georgia corporation ("**Holdings**"), Medical Doctor Associates, Inc., a Georgia corporation ("**MDA**"), Allied Health Group, Inc., a Georgia corporation ("**Allied**"), Credent Verification and Licensing Services, Inc., a Georgia corporation ("**CVL**" and together with Holdings, MDA and Allied, the "**Operating Companies**"), and Jamestown Indemnity, Ltd., a Cayman Islands corporation ("**Jamestown**" and together with Holdings, MDA, Allied and CVL, collectively the "**Companies**" and individually, the "**Company**"), and MDA Employee Stock Ownership and 401(k) Plan – ESOP Component Trust (the "**ESOP Trust**") by First Bankers Trust Services, Inc., not in its individual or corporate capacity but solely as trustee of the ESOP Trust (the "**ESOP Trustee**").

WHEREAS, MDA is in the locum tenens and permanent placement businesses; Allied is in the business of staffing allied healthcare professionals; CVL is in the credentialing business; and Jamestown is an insurance company doing business solely outside of the United States (collectively, the "**Business**"); and

WHEREAS, Buyer desires to acquire the Business and the Operating Companies (as hereinafter defined) desire to sell the Business; and

WHEREAS, in furtherance thereof, Buyer will acquire (i) certain of the assets and assume certain of the liabilities of the Operating Companies, and (ii) all of the issued and outstanding shares of capital stock of Jamestown (the "**Shares**").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, OF THE REPRESENTATIONS, WARRANTIES, COVENANTS AND MUTUAL AGREEMENTS HEREINAFTER CONTAINED, AND OF OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

### ARTICLE I DEFINITIONS

The terms defined in this **ARTICLE I**, whenever used herein (including, without limitation, the Exhibits and Schedules hereto), shall have the following meanings for all purposes of this Agreement:

"**401(k) Component**" means the portion of the ESOP designated as the 401(k) Component in the ESOP document.

"**2008 Earn-Out Payment**" has the meaning set forth in **Section 3.2** hereof.

"**2009 Earn-Out Payment**" has the meaning set forth in **Section 3.2** hereof.

**“Additional Net Operating Working Capital Adjustment”** has the meaning set forth in **Section 3.1(e)** hereof.

**“Adjusted EBITDA”** means the audited EBITDA of the Business for the applicable 12-month period ended December 31<sup>st</sup> (determined in accordance with GAAP and adjusted as provided on **Exhibit A** attached hereto).

**“Affiliate”** of a Person means any other Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with such Person.

**“Agreement”** means this agreement among the parties set forth on the first page hereof, including, without limitation, all Exhibits and Schedules hereto, as the same may be amended from time to time.

**“Allied”** has the meaning given to it in the caption hereof.

**“Assignment and Assumption Agreement”** means an agreement in substantially the form annexed to this Agreement as **Exhibit B**.

**“Assignment of Company Intellectual Property Rights”** means an agreement in substantially the form annexed to this Agreement as **Exhibit C**.

**“Assignment of Leases”** means an agreement in substantially the form annexed to this Agreement as **Exhibit D**.

**“Assumed Contracts”** has the meaning set forth in **Section 2.1(b)** hereof.

**“Assumed Liabilities”** has the meaning set forth in **Section 2.3** hereof.

**“Balance Sheet Date”** means December 31, 2007.

**“Base Amount”** has the meaning set forth in **Section 2.7** hereof.

**“Bill of Sale”** means a bill of sale in substantially the form annexed to the Agreement as **Exhibit E**.

**“Business”** has the meaning given to it in the recitals hereto.

**“Business Day”** means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are required or authorized by law to be closed.

**“Buyer”** has the meaning given to it in the caption hereof.

**“Buyer Claimant,”** or **“Buyer Claimants”** when the context requires, has the meaning given to it in **Section 9.2** hereof.

**“Cash and Cash Equivalents”** means, with respect to any Company, all cash and cash equivalents repayable on demand and freely remittable without any exchange or other

approvals or significant tax costs as of immediately prior to the Closing, determined in accordance with GAAP. For avoidance of doubt, Cash and Cash Equivalents shall (i) be calculated net of issued but uncleared checks and drafts and (ii) include checks and drafts deposited for the account of any Company.

“**CIMA**” means the Cayman Islands Monetary Authority.

“**Claim**,” or “**Claims**” when the context requires, has the meaning set forth in Section 9.2 hereof.

“**Claimant**” has the meaning set forth in Section 9.4(a) hereof.

“**Closing**” means the closing of the Contemplated Transactions (as hereinafter defined) which shall be deemed to have occurred as of 11:59 p.m. EDT on the day immediately preceding the Closing Date.

“**Closing Date**” means the second Business Day after the satisfaction or waiver of the conditions set forth in ARTICLE VIII hereto, or such other date as the parties may mutually agree, upon which the Closing takes place.

“**Closing Date Payment**” means the sum of the Base Amount, plus or minus, as the case may be, the Estimated Net Operating Working Capital Adjustment determined pursuant to Section 3.1(a) hereof.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

“**Companies**” and “**Company**”, as the context may require, have the meaning set forth in the caption hereto.

“**Company Computer Systems**” has the meaning set forth in Section 4.10(h) hereof.

“**Company Intellectual Property Rights**” has the meaning set forth in Section 4.10(a) hereof.

“**Company License Rights**” has the meaning set forth in Section 4.10(b) hereof.

“**Company Rights**” has the meaning set forth in Section 4.10(b) hereof.

“**Company Software Products**” has the meaning set forth in Section 4.10(a)(i) hereof.

“**Computer Systems**” has the meaning set forth in Section 4.10(h) hereof.

“**Consents**” means any consent, approval, authorization, license or order of, registration, declaration or filing with, or notice to, or waiver from, any Governmental Entity or any Person, including, without limitation, any security holder, creditor or vendor which is

required to be obtained, made or given in connection with the execution and delivery of this Agreement and/or any Operative Document, the performance by a Person of its obligations hereunder and/or thereunder and the consummation of the transactions contemplated hereby and/or thereby.

**“Contemplated Transactions”** means all of the transactions contemplated by this Agreement and the Operative Documents.

**“Contract”** means any agreement, contract, Lease, consensual obligation, promise or undertaking (whether written or oral and whether express or implied), that is legally binding.

**“Copyrights”** has the meaning set forth in **Section 4.10(a)(ii)** hereof.

**“Costs”** has the meaning set forth in **Section 7.18(a)** hereof.

**“Cross Country”** has the meaning given to it in the caption hereof.

**“CVL”** has the meaning given to it in the caption hereof.

**“Deductible”** has the meaning set forth in **Section 9.2** hereof.

**“Defunct Subsidiary”** means any or both of Medical Resource Management, Inc. and PracticeAdmin.com, both Georgia corporations and former subsidiaries of Holdings dissolved by administrative action of the Secretary of State of Georgia.

**“Directly or Indirectly”** means as an individual, partner, shareholder, member, creditor, director, officer, principal, agent, employee, trustee, consultant, advisor or in any other relationship or capacity.

**“Disclosure Schedule”** means the disclosure schedule attached to this Agreement as **Exhibit F**.

**“Disclosure Statement”** has the meaning set forth in **Section 7.17** hereof.

**“Domain Names”** has the meaning set forth in **Section 4.10(a)(vi)** hereof.

**“Earn-Out Payments”** has the meaning set forth in **Section 3.2** hereof.

**“Earn-Out Period”** means the 12-consecutive month periods commencing on January 1, 2008 and on January 1, 2009, respectively.

**“EBITDA”** means, (i) for any period prior to Closing, the consolidated earnings before interest, taxes, depreciation and amortization, of the Companies calculated in accordance with GAAP, on a basis consistent with that applied in the preparation of the Financial Statements, and (ii) for any period on and after the Closing, the consolidated earnings before interest, taxes, depreciation and amortization, of the Business calculated in accordance with GAAP, on a basis consistent with that applied in the preparation of the Financial Statements. For

clarification (and consistent with the treatment applied in the preparation of the Financial Statements), earnings of Jamestown shall include investment income of Jamestown other than investment income earned on Excess Cash.

**“EBITDA Calculations”** has the meaning set forth in **Section 3.3(a)** hereof.

**“Employee”** means any employee of or consultant to the Companies.

**“Employee Benefit Plan”** means any “employee benefit plan” (as defined under Section 3(3) of ERISA) or any other bonus, deferred compensation, pension, profit-sharing, retirement, stock purchase, stock option, stock appreciation, other forms of incentive compensation, excess benefit, supplemental pension, insurance plans, disability, medical, supplemental unemployment, vacation benefits, payroll practice, fringe benefit, scholarship, sickness, accident, severance, or post-retirement compensation or benefit, welfare or any other employee benefit plan, policy, arrangement, agreement (including employment, consulting and collective bargaining agreements) or practice, whether written or oral.

**“Encumbrance”** means any security interests, liens, pledges, claims of third parties of any nature whatsoever, leases, levies, charges, escrows, encumbrances, options, rights of first refusal, transfer restrictions, conditional sale contracts, title retention contracts, mortgages, hypothecations, indentures, security agreements or other agreements, arrangements, contracts, commitments, understandings or obligations, whether written or oral, other than (i) liens for Taxes, assessments and other governmental charges that are not yet due and payable or that are being contested in good faith and in respect of which adequate reserves have been included in the calculation of Net Operating Working Capital, (ii) mechanics’, materialmen’s, workmen’s, repairmen’s, landlord’s or similar liens that are being contested in good faith and in respect of which adequate reserves have been included in the calculation of Net Operating Working Capital; (iii) deposits or pledges to secure obligations under worker’s compensation, social security or similar laws, or under unemployment insurance; and (iv) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases, statutory obligations, surety and appeal bonds and other obligations of like nature arising in the Ordinary Course of Business.

**“Environment”** means any surface or subsurface physical medium or natural resource, including, air, land, soil, surface waters, ground waters, stream and river sediments.

**“Environmental Laws”** means any federal, state, local, foreign or common law, rule, regulation, ordinance, code, order or judgment (including the common law and any judicial or administrative interpretations, guidance, directives, policy statements or opinions) relating to the injury to, or the pollution or protection of, human health and safety or the Environment.

**“Environmental Liabilities”** means any Claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities, encumbrances, liens, violations, costs and expenses (including attorneys’ and consultants’ fees), including costs of investigation, assessment, remediation or monitoring or defense of any matter relating to human health, safety or the Environment of whatever kind or nature by any Person or Governmental Entity, (A) which are incurred as a result of (i) the existence of Hazardous Substances in, on, under, at or

emanating from any Real Property or in connection with operation of the Business, (ii) the transportation, treatment, storage or disposal of Hazardous Substances generated by any Company or the Business, or (iii) the violation of or non-compliance with any Environmental Laws, or (B) which arise under the Environmental Laws.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“**ERISA Affiliate**” means any entity that would be deemed a “single employer” with any Company under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

“**Escrow Agent**” has the meaning set forth in **Section 2.8** hereof.

“**Escrow Agreement**” has the meaning set forth in **Section 2.8** hereof.

“**Escrow Amount**” has the meaning set forth in **Section 2.8** hereof.

“**ESOP**” means the Employee Stock Ownership and 401(k) Plan sponsored by Holdings.

“**ESOP Trust**” has the meaning given to it in the caption hereof.

“**ESOP Trustee**” has the meaning given to it in the caption hereof.

“**Estimated Closing Balance Sheet**” has the meaning set forth in **Section 3.1(a)** hereof.

“**Estimated Excess Cash**” has the meaning set forth in **Section 3.4(a)** hereof.

“**Estimated Net Operating Working Capital**” has the meaning set forth in **Section 3.1(a)** hereof.

“**Estimated Net Operating Working Capital Adjustment**” has the meaning set forth in **Section 3.1(a)** hereof.

“**Excess Cash**” means the Cash and Cash Equivalents of Jamestown as of immediately prior to the Closing less (i) bank overdrafts and (ii) an amount of Cash and Cash Equivalents sufficient to fund the level of capital of Jamestown required by CIMA.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Excluded Assets**” has the meaning set forth in **Section 2.2**, hereof.

“**Excluded Liabilities**” has the meaning set forth in **Section 2.4** hereof.

“**Final Claims Date**” has the meaning set forth in **Section 9.1** hereof.

“**Financial Statements**” means the consolidated audited balance sheets as of December 31, 2006 and December 31, 2007 and the related consolidated audited statements of

income, operations, changes in equity and cash flows of the Companies for the fiscal years then ended, including the related notes thereto, and (ii) the consolidated unaudited balance sheet as of May 31, 2008 and the related consolidated statements of income, operations, equity and cash flows of the Companies for the five-month period then ended, including the related notes thereto.

**“GAAP”** means United States generally accepted accounting principles, applied on a consistent basis.

**“Governmental Entity”** means any federal, state, local or foreign government, political subdivision, legislature, court, agency, department, bureau, commission or other governmental regulatory authority, body or instrumentality, including any industry or other non-governmental self-regulatory organizations.

**“Hazardous Substance”** means petroleum, petroleum products, petroleum-derived substances, radioactive materials, hazardous wastes, polychlorinated biphenyls, lead based paint, radon, urea formaldehyde, asbestos or any materials containing asbestos, and any materials or substances regulated or defined as or included in the definition of “hazardous substances,” “hazardous materials,” “hazardous constituents,” “toxic substances,” “pollutants,” “contaminants” or any similar denomination intended to classify or regulate substances by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any Environmental Law.

**“Holdings”** has the meaning given to it in the caption hereof.

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

**“Indebtedness”** means all obligations of the Companies existing immediately prior to Closing (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or similar instruments, (iii) for which interest charges are customarily paid, (iv) under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (v) issued or assumed as the deferred purchase price of property or services (other than trade accounts payable or accounts payable to independent contractors), (vi) earn-outs arising in connection with acquisitions, (vii) under capital leases, (viii) in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements, (ix) as an account party in respect of letters of credit and bankers’ acceptances, (x) with respect to Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise to be secured by) any Encumbrances on property owned or acquired by such Person, (xi) in the nature of guarantees of Indebtedness of others, (xii) for all accrued interest on any of the foregoing, and (xiii) any loans incurred by the ESOP Trust. Any contingent liabilities of a Person required to be reported in accordance with GAAP on a balance sheet or the related notes thereto shall be deemed included within Indebtedness.

**“Indemnified Parties”** has the meaning set forth in **Section 7.18(a)** hereof.

**“Indemnitor”** has the meaning set forth in **Section 9.4(a)** hereof.

**“Independent Auditor”** has the meaning set forth in **Section 3.1(d)** hereof.

“**IRS**” means the Internal Revenue Service.

“**Jamestown**” has the meaning given to it in the caption hereof.

“**Jamestown Adjustment Schedule**” has the meaning set forth in **Section 3.4(c)**.

“**Knowledge**” has the meaning set forth in **Section 11.15** hereof.

“**Leases**” means the Company leases for the properties located at 145 Technology Parkway, Norcross, Georgia; 147 Technology Parkway, Norcross, Georgia; 7400 East Crestline Circle, Greenwood Village, Colorado 80111; Suite 1550, 600 Las Colinas Boulevard, Irving, Texas 75039; and 887 East 100 North #2B, Payson, Utah 84651.

“**Licensed Computer Systems**” has the meaning set forth in **Section 4.10(h)** hereof.

“**Licensed Software Products**” has the meaning as set forth in **Section 4.10(h)** hereof.

“**Marks**” has the meaning as set forth in **Section 4.10(a)(iv)** hereof.

“**made available**” means posted to the data site McGuire Woods Connect Project Stone Extranet prior to the date hereof.

“**Material Adverse Effect**” means any circumstance, effect or change that could reasonably be expected to be, individually or in the aggregate with any other circumstance, change or effect, materially adverse to (x) the earnings, operations, assets, liabilities, properties, prospects, condition (financial or otherwise), results of operations, net worth or Permits of the Companies, taken as a whole, or the Business or condition of the Purchased Assets, or (y) the ability of any party to consummate timely the transactions contemplated hereby or (z) the ability of Buyer to conduct the Business or to own the Purchased Assets after the Closing in substantially the same manner as conducted by the Companies prior to the Closing Date; provided that none of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) any adverse change, event, development, or effect arising from or relating to (1) general business or economic conditions or conditions affecting the locum tenens industry generally, (2) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, (3) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (4) changes in GAAP, (5) changes in laws, rules, regulations, orders, or other binding directives issued by any Governmental Entity or (6) the taking of any action contemplated by this Agreement and the Operative Agreements and (b) any adverse change in or effect on the Business or prospects of the Companies that is cured before the earlier of (1) the Closing Date and (2) the date on which this Agreement is terminated pursuant to **Section 11.1** hereof, and does not result in any continuing adverse change or effect on the business or prospects of the Companies.



**“MDA”** has the meaning given to it in the caption hereof.

**“Nearest Jamestown Balance Sheet”** means the monthly balance sheet of Jamestown prepared by Global Captive Management, Ltd. as of the month-end immediately preceding the month in which the Closing occurs.

**“Net Operating Working Capital”** means, as of immediately prior to the Closing, (a) the current assets of the Operating Companies as of such time that are included within the Purchased Assets less Cash and Cash Equivalents of the Operating Companies, less (b) all current liabilities of the Operating Companies as of such time that are included within the Assumed Liabilities, in each case calculated in accordance with GAAP on a basis consistent with that applied in the preparation of the Financial Statements, as set forth in **Exhibit G**. For clarification, Net Operating Working Capital shall include the current liabilities accruals for all vacation, paid time off and bonuses accrued through the Closing Date.

**“Ordinary Course of Business”** means an action taken by a Person that: (a) is consistent with the past practices of such Person and is taken in the ordinary course of business of the normal, day-to-day operations of such Person; and (b) is not required to be authorized by the board of directors of such Person (or any Person or group of Persons exercising similar authority) and is not required to be specifically authorized by the parent company (if any) of such Person.

**“Operating Companies”** has the meaning given to it in the caption hereof.

**“Operative Document”** means any agreement, instrument or other document to be executed and delivered in connection with the consummation of the Contemplated Transactions as set forth on **Schedule 1.1** of the Disclosure Schedule hereto.

**“Party Representative”** has the meaning set forth in **Section 7.19(a)** hereof.

**“Patents”** has the meaning set forth in **Section 4.10(a)(iii)** hereof.

**“Permits”** means all licenses, certificates of authority, permits, orders, consents, approvals, registrations, local siting approvals, authorizations, qualifications and filings under any federal, state, local or foreign laws or with any Governmental Entities or other private Persons.

**“Person”** means an individual, corporation, partnership, limited liability company, firm, joint venture, association, joint stock company, trust, unincorporated organization or other entity, or any Governmental Entity or quasi-governmental body or regulatory authority.

**“Plan”** means any Employee Benefit Plan established, maintained, sponsored, or contributed to by the Companies or any ERISA Affiliate on behalf of any Employee, director, or other service provider or independent contractor of the Companies (whether current, former or retired) or their beneficiaries, or with respect to which the Companies or any ERISA Affiliate has or has had any obligation on behalf of any such Employee, director or other service provider or independent contractor.

**"Preliminary Opinion"** has the meaning set forth in **Section 5.7(b)** hereof.

**"Property,"** or **"Properties"** when the context requires, means any Real Property and any personal or mixed property, whether tangible or intangible.

**"Purchase Price"** has the meaning set forth in **Section 2.7** hereof.

**"Purchase Price Adjustment Escrow Amount"** has the meaning set forth in **Section 2.9** hereof.

**"Purchased Assets"** has the meaning set forth in **Section 2.1** hereof.

**"Real Property"** means any real property presently or formerly owned, used, leased, occupied, managed or operated by the Companies or their predecessors.

**"Reasonable Efforts"** means commercially reasonable efforts that a prudent business Person desirous of achieving a result would use in similar circumstances to achieve the desired result; but shall not be deemed to require a Person to undertake extraordinary or unreasonable measures, including the payments of amounts in excess of normal and usual filing fees and processing fees, if any, or any other payments with respect to any Assumed Contract that are significant in the context of such Assumed Contract (or significant on any aggregate basis as to all Assumed Contracts.)

**"Related Persons"** has the meaning given to it in **Section 4.5** hereof.

**"Relative"** means the current or former spouse, children, parents or siblings of an individual (or any spouse of any of the foregoing).

**"Revised Closing Balance Sheet"** has the meaning set forth in **Section 3.1(c)** hereof.

**"Schedule of Adjustments"** has the meaning as set forth in **Section 3.1(c)** hereof.

**"Securities Act"** means the Securities Act of 1933, as amended.

**"Seller Claimant"** or **"Seller Claimants"** when the context requires has the meaning given to it in **Section 9.3** hereof.

**"Shareholder Group"** has the meaning as set forth in **Section 11.17** hereof.

**"Shares"** has the meaning given to it in the recitals hereof.

**"Subsidiary,"** or **"Subsidiaries"** where the context requires, means any corporation, partnership, limited liability company or other entity in which any Company, directly or indirectly, owns or controls 50% or more of the voting stock or other ownership interests.

**"Tax Return"** means each and every report, return, declaration, information return, claim for refund, statement or other information filed with a taxing or governmental authority with respect to any Tax or Taxes, including, without limitation, any combined or consolidated return for any group of entities including the Companies.

**"Taxes"** (or **"Tax"** where the context requires) means all federal, state, county, provincial, local, foreign and other taxes (including, without limitation, income, profits, premium, estimated, excise, sales, use, occupancy, stamp, gross receipts, real and personal property, value added, franchise, ad valorem, capital levy, occupational, production, transfer, withholding, social security, unemployment insurance, disability, workers' compensation, employment and payroll related and property taxes and duty or other governmental charges and assessments), whether attributable to statutory or nonstatutory rules and whether or not measured in whole or in part by net income, and including, without limitation, interest, additions to tax or interest, charges and penalties with respect thereto, and expenses associated with contesting any proposed adjustment related to any of the foregoing.

**"Tax Survival Date"** has the meaning set forth in **Section 9.1** hereof.

**"Third Party Contributor"** has the meaning set forth in **Section 9.4(f)** hereof.

**"Trade Secrets"** means any information which (i) is used in a business, (ii) is not generally known to the public or to Persons who can obtain economic value from its disclosure, and (iii) is subject to reasonable efforts to maintain its secrecy or confidentiality; the term may include but is not limited to inventions, processes, know-how, formulas, computer software, and mask works which are not patented and are not protected by registration (e.g., under copyright or mask work laws); lists of customers, suppliers, and employees, and data related thereto; business plans and analyses; and financial data.

**"Transferred Employees"** means the Employees who accept the Buyer's offer of employment and who commence employment with Buyer or one of its Affiliates.

## **ARTICLE II** **SALE AND PURCHASE; CLOSING**

2.1 **Purchase of Assets.** Upon the terms and subject to the conditions hereof, and upon the basis of the agreements, representations and warranties contained in this Agreement, the Operating Companies shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from the Operating Companies at the Closing all of the Operating Companies' right, title and interest in and to the Business and all of the Operating Companies' right, title and interest in and to all of their assets, properties and rights of every kind and description, personal and mixed, tangible and intangible, used in, useful for or otherwise relating to the Business, wherever situated (excluding only Excluded Assets) as those assets exist on the Closing Date (collectively, the **"Purchased Assets"**), free and clear of any Encumbrance. The Purchased Assets shall include, but shall not be limited to, the following assets, properties, rights and interests of the Operating Companies:

(a) all tangible personal property, owned, leased or licensed by the Operating Companies, wherever located, whether or not carried on the books of the Operating Companies,

including, without limitation, those items set forth on **Schedule 2.1(a)** of the Disclosure Schedule;

(b) all right, title and interest of the Operating Companies in the Contracts with MDA or Allied clients, Self-Employment Agreements and similar Contracts with MDA providers, Self-Employment or Employment or similar Contracts with Allied providers, and Vendor or Service Contracts used in connection with the Business on the date hereof, including those Contracts listed on **Schedule 2.1(b)** of the Disclosure Schedule hereto as in effect on the Closing Date and all outstanding offers or solicitations made by an Operating Company to enter into any similar Contract (collectively, the "**Assumed Contracts**");

(c) all customer and vendor lists, customer credit histories, information, files, correspondence, records, data, plans, Contracts and recorded knowledge, including all accounting or other books and records, and any other information reduced to writing or in electronic format;

(d) all accounts, notes and other receivables;

(e) all Company Rights, including without limitation, those items set forth on **Schedule 4.10(a)** of the Disclosure Schedule;

(f) all Permits held in connection with the Business to the extent legally transferable or assignable;

(g) all deposits and prepaid expenses;

(h) all books, records, general ledgers, operating data, employee records, computer records and other data relating to the Business other than employee records relating to the ESOP and 401(k) Plan and including, but not limited to, all records, documents or data relating to accounting and financial information and all other sales and marketing information which relate to the Business, all rights of the Operating Companies in all URL's or domains, telephone and facsimile numbers and post office boxes used in connection with the Business, as well as all existing catalogs and other support material, advertising plans of any kind, sales literature, marketing material and related items (including, but not limited to, all art work and printers' plates presently in the possession of the Operating Companies' advertising agencies and printers);

(i) all right, title and interest in and to all causes of action, claims and rights in litigation or which could result in litigation against any party pertaining to the Business or the Purchased Assets;

(j) the existing employment agreement with Kenneth Shumard to be modified and assigned pursuant to **Section 8.1(v)** hereof; and

(k) all other tangible and intangible assets used in, useful for or otherwise related to the Business of any kind or description, including, without limitation, the names "MDA Holdings", "Medical Doctor Associates", "Allied Health", and "Credent Verification and Licensing" and goodwill, wherever located.

2.2 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include (collectively, the "Excluded Assets"):

- (a) all rights of the Operating Companies, the ESOP, the ESOP Trust, and the ESOP Trustee under this Agreement and the Operative Documents;
- (b) all Excess Cash of Jamestown;
- (c) all Cash and Cash Equivalents at the Operating Companies;
- (d) all rights, assets, interests and obligations under the Plans except as otherwise provided in **Section 7.13** hereof;
- (e) all personnel, employment, and benefit records that relate to any former employee of an Operating Company that is not a Transferred Employee;
- (f) all insurance policies to which any Company is a party that are not expressly assumed by Buyer;
- (g) any insurance claims or rights to unpaid insurance proceeds;
- (h) any Contract with any of Kenneth Shumard, the ESOP, the ESOP Trust, the ESOP Trustee, or any Affiliate of the same, other than (i) the Leases and (ii) the existing employment agreement with Kenneth Shumard to be modified and assigned pursuant to **Section 8.1(v)** hereof;
- (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, issued and outstanding stock, and other documents relating to the organization, maintenance, existence and ownership of any Operating Company or Defunct Subsidiary;
- (j) any obligation of an Operating Company or Defunct Subsidiary in connection with the dissolution of any such Defunct Subsidiary;
- (k) any Contract other than the Assumed Contracts; and
- (l) any security deposits held by vendors or landlords under the Assumed Contracts, or the right to receive any reimbursement for operating expenses paid by the Operating Companies in connection with Leases, unless such security deposit or right is included as an asset in calculating the Net Operating Working Capital.

2.3 Assumed Liabilities. Buyer shall not assume or be responsible for, and shall in no event be liable for, any debts, liabilities or obligations of or relating to the business of the Operating Companies or the Operating Companies, whether fixed or contingent, known or unknown, liquidated or unliquidated, suspected or unsuspected, material or immaterial, absolute or contingent, matured or unmatured, determinable or undeterminable, direct or indirect, secured or unsecured, or otherwise, except as otherwise provided in the following sentence. As the sole

exceptions to the first sentence of this **Section 2.3**, effective as of the Closing, Buyer hereby assumes and agrees to pay, discharge or perform, as appropriate, the following (the "**Assumed Liabilities**"):

(a) obligations of the Operating Companies under the Assumed Contracts (other than as set forth in **Section 2.4** below) to the extent such obligations accrue after the Closing, are not required to be performed on or prior to the Closing and are disclosed in the text of such Assumed Contracts and do not arise out of or relate to a default or breach of the applicable Assumed Contracts prior to the Closing;

(b) all trade payables, accrued expenses and other liabilities of the Operating Companies relating to the operation of the Business incurred in the Ordinary Course of Business prior to the Closing and included in the calculation of Net Operating Working Capital.

(c) any severance or other form of termination payments to Employees (and the Companies' share of any employment or other taxes associated with such payments) to whom an offer of employment is not made by Buyer pursuant to **Section 7.11**; and

(d) payment of commissions and other amounts due to sales representatives, including, without limitation, any charges, liabilities or costs incurred in connection with the termination of sales representatives to the extent included in the calculation of Net Operating Working Capital.

2.4 **Excluded Liabilities.** Without limiting the generality of the first sentence of **Section 2.3** and except to the extent otherwise provided in the second sentence of **Section 2.3**, the Operating Companies shall be solely responsible and liable for (the "**Excluded Liabilities**"):

(a) any liability or obligation with respect to current, former or retired employees of the Operating Companies (including any liability for unpaid bonuses, severance payments, vacation time, paid time off or other amounts payable to employees) or consultants or other service providers of the Operating Companies arising out of or relating to the employment of, or services performed by such employees or consultants or other service providers by the Operating Companies prior to the Closing, other than (i) liabilities identified in **Sections 2.3(b)** and **2.3(c)** above, and (ii) liabilities to current employees for unpaid bonuses, vacation time, paid time off or other amounts payable to employees to the extent such liability is included in the calculation of Net Operating Working Capital;

(b) all liabilities and obligations for Taxes, fees and other similar items however designated, and all interest, penalties and additions to tax, including, but not limited to, franchise and income taxes and all accrued property, sales, use and payroll taxes incurred or arising on or prior to the Closing, or incurred or accrued after the Closing in connection with or relating to activities of the Operating Companies or the Business prior to the Closing;

(c) Indebtedness;

(d) all liabilities and obligations arising out of or relating to the provision of any services by the Operating Companies or the business of the Operating Companies on or prior to the Closing;

(e) all litigation, whether currently pending or not, relating to the business of the Operating Companies prior to the Closing, or arising on or after the Closing to the extent that such litigation relates to activities of the Operating Companies or the business of the Operating Companies on or prior to the Closing;

(f) all liabilities and obligations under Contracts (or amendments thereto) that are not specifically assumed by Buyer under **Section 2.3(a)**;

(g) all liabilities and obligations arising out of any failure by any Operating Company to perform any obligation required to be performed by it or out of any default by any Operating Company (or out of any event, fact or circumstance that, with notice or lapse of time or both, would constitute a default by any Operating Company) on or before the Closing under any of the Assumed Contracts (regardless of whether the assignment of any Assumed Contract contains anything to the contrary or is silent on such issue), or out of the failure of any Operating Company or the business of the Operating Companies to comply with any law, regulation, ordinance, order, writ, judgment, injunction, decree or other requirement of any Governmental Entity prior to the Closing Date, except as otherwise set forth herein;

(h) all liabilities and obligations to any Affiliate of the Operating Companies or any owner or holder of any interest in any Operating Company, other than liabilities arising under the Leases on and after the Closing Date, to the extent such liabilities accrue after the Closing, are not required to be performed on or prior to the Closing and are disclosed in the text of such Lease and do not arise out of or relate to a default of the applicable Lease prior to the Closing;

(i) except to the extent otherwise provided in **Section 7.13** hereof, all liabilities and obligations of any Operating Company or the Business and any ERISA Affiliate with respect to any Employee Benefit Plan established, maintained, sponsored or contributed to by any Operating Company or the Business or any ERISA Affiliate, including, without limitation, liabilities under the Plans;

(j) all liabilities and obligations arising out of or relating to the Excluded Assets; and

(k) all liabilities and obligations of any Operating Company or the Business that Buyer is not specifically assuming under **Section 2.3**.

2.5 Contract Consents. The Operating Companies shall use Reasonable Efforts to endeavor to obtain all necessary Consents as identified on **Schedule 8.1(c)** of the Disclosure Schedule prior to Closing, but shall have no obligation, pre or post Closing, to obtain any Consent with respect to any other Assumed Contract. Buyer agrees to assume the obligations of any Company under all Assumed Contracts to be performed on and after the Closing and will perform and fulfill such obligations as though such Contract has been assigned to Buyer at Closing.

2.6 Purchase of Shares. Upon the terms and subject to the conditions hereof, and upon the basis of the agreements, representations and warranties contained in this Agreement, at the Closing, Holdings shall sell to Buyer, and Buyer shall purchase and acquire

from Holdings, the Shares free and clear of any Encumbrances. As a result of such sale, Buyer shall assume any and all obligations and liabilities of Jamestown.

2.7 Consideration. The aggregate consideration for the Purchased Assets and the Shares (the "**Purchase Price**") shall be an amount equal to (a) One Hundred Twelve Million Three Hundred Seventeen Thousand One Hundred and Four and No/100 Dollars (\$112,317,104.00) (the "**Base Amount**"), plus (b) the Earn-Out Payments, if any, pursuant to **Sections 3.2** and **3.3** below, plus or minus, as the case may be, (c) the sum of (i) the Estimated Net Operating Working Capital Adjustment, plus or minus, as the case may be, (ii) the Additional Net Operating Working Capital Adjustment, and (d) the assumption of the Assumed Liabilities. The Closing Date Payment less the Escrow Amount and the Purchase Price Adjustment Escrow Amount shall be paid and delivered to the Operating Companies at the Closing by wire transfer of immediately available funds to the account(s) designated in writing by Holdings at least two (2) Business Days prior to the Closing. The Purchase Price shall be subject to adjustment as set forth in **ARTICLE III** below, and all references to the Purchase Price shall be deemed to be the Purchase Price as adjusted pursuant to such **ARTICLE III**.

2.8 Escrow Amount. Notwithstanding anything to the contrary contained herein, Buyer shall withhold from the Closing Date Payment an amount equal to 7.5% of the Closing Date Payment (the "**Escrow Amount**") for the purpose of providing funds to satisfy the indemnification obligations of the Operating Companies in **Section 9.2** hereof. On the Closing Date, Buyer shall cause the Escrow Amount to be delivered to LaSalle Bank, National Association, as escrow agent (the "**Escrow Agent**"), pursuant to an escrow agreement by and among Buyer, the Operating Companies and the Escrow Agent (the "**Escrow Agreement**") substantially in the form annexed hereto as **Exhibit H** and as such agreement may be amended from time to time by the parties thereto in accordance with the terms therein. Such Escrow Amount, together with any interest or earnings thereon, will serve as the sole source of funds to satisfy any amounts owed by any or all of the Operating Companies and ESOP Trust to Buyer under or in connection with this Agreement, including all obligations owed by the Operating Companies pursuant to **Section 9.2** hereof, except to the extent otherwise provided in **Sections 2.9, 3.1(e), 3.4, 7.24** and **9.2** hereof. The Escrow Amount shall be paid to the Escrow Agent on the Closing Date by wire transfer of immediately available funds to the account designated in writing by the Escrow Agent. The Escrow Amount shall be released pursuant to the terms of the Escrow Agreement.

2.9 Purchase Price Adjustment Escrow Amount. Notwithstanding anything to the contrary contained herein, Buyer shall withhold from the Closing Date Payment an amount equal to \$250,000 (the "**Purchase Price Adjustment Escrow Amount**") for the purpose of providing funds to satisfy the obligations of the Operating Companies and the ESOP Trust to pay any adjustments set forth in **Section 3.1** hereof. On the Closing Date, Buyer shall cause the Purchase Price Adjustment Escrow Amount to be delivered to the Escrow Agent pursuant to the Escrow Agreement by wire transfer of immediately available funds to the account designated in writing by the Escrow Agent. The Purchase Price Adjustment Escrow Amount shall be released pursuant the terms of the Escrow Agreement. Obligations of the Operating Companies to Buyer pursuant to the terms of **Section 3.1** of this Agreement shall be satisfied first by payment from the Purchase Price Adjustment Escrow Amount, but shall not be limited at any time to the value of the Purchase Price Adjustment Escrow Amount. The Operating Companies and the ESOP



Trust acknowledge and agree that to the extent the amount and application of the Purchase Price Adjustment Escrow Amount are insufficient to pay and discharge all amounts owing by the Operating Companies to Buyer pursuant to **Section 3.1** hereof, Buyer may pursue all rights and remedies hereunder, or under applicable law, against the Operating Companies for such deficiency without resorting to the Escrow Amount.

2.10 The Closing. The Closing shall take place at 9:00 a.m., local time, on the Closing Date, at the offices of McGuireWoods LLP, 1170 Peachtree Street N.E., Atlanta, Georgia, or at such other time, date or place as the parties may mutually agree, subject to the satisfaction or waiver of all of the conditions to Closing set forth in **ARTICLE VIII** hereof. At the Closing, Buyer, the Companies and the ESOP Trust shall deliver or cause to be delivered all items required pursuant to **ARTICLE VIII** hereof, including, but not limited to, the additional documents identified in **Sections 8.1(r)** and **8.2(g)** hereof.

2.11 Allocation of Purchase Price. The Operating Companies and Buyer shall allocate the Purchase Price among the Purchased Assets and Shares in a manner complying with Section 1060 of the Code without regard to the timing of any payment of a portion of the Purchase Price. Within forty-five (45) days of the Closing Date, Buyer shall provide the Operating Companies with a preliminary allocation of the Purchase Price for their review and approval. The parties hereby agree that the foregoing allocation, once approved by the Operating Companies, shall be conclusive and binding on each of them for purposes of federal and, where applicable, state and local Tax filings, declarations, returns and reports related to this Agreement, including the reports required to be filed under Section 1060 of the Code. Buyer shall prepare and deliver IRS Form 8594 to the Operating Companies within ninety (90) days after the Closing Date if such form is required to be filed with the IRS. In any action, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial, public or private) related to any Tax, no party to this Agreement shall contend or represent that such allocation is not correct.

### **ARTICLE III** **PURCHASE PRICE ADJUSTMENTS**

#### 3.1 Net Operating Working Capital Adjustments.

(a) The Operating Companies and Buyer agree that the Operating Companies shall have Net Operating Working Capital of \$12,600,000 on the Closing Date. No more than five (5) Business Days prior to the Closing Date, and not less than two (2) days prior to the Closing, Holdings shall in good faith prepare and deliver to Buyer a consolidated closing balance sheet of the Operating Companies as of immediately prior to the Closing ("**Estimated Closing Balance Sheet**") as well as an estimate of Net Operating Working Capital ("**Estimated Net Operating Working Capital**"). If the Estimated Net Operating Working Capital is less than \$12,600,000, the Closing Date Payment shall be reduced dollar-for-dollar by the amount of such difference. If the Estimated Net Operating Working Capital is greater than \$12,600,000, the Closing Date Payment shall be increased dollar-for-dollar by the amount of such difference. The Parties agree to include the difference between Estimated Net Operating Working Capital and \$12,600,000, whether a positive or negative number, in calculating the portion of the Closing

Date Payment payable by Buyer to the Operating Companies at Closing (the "**Estimated Net Operating Working Capital Adjustment**").

(b) Buyer will have a period of sixty (60) days following the Closing to notify Holdings of any disagreements with the Estimated Closing Balance Sheet, Estimated Net Operating Working Capital and Estimated Net Operating Working Capital Adjustment. Buyer and its representatives shall be permitted to review the working papers related to the Estimated Closing Balance Sheet, Estimated Net Operating Working Capital and Estimated Net Operating Working Capital Adjustment.

(c) Any such notice of disagreement shall be accompanied by supporting documentation, including a consolidated balance sheet of the Companies on the Closing Date (the "**Revised Closing Balance Sheet**"), as well as a calculation of the adjustments, if any, to be made to the Estimated Net Operating Working Capital Adjustment (the "**Schedule of Adjustments**"). Failure to notify Holdings within such 60 day period shall be deemed acceptance of the Estimated Closing Balance Sheet, Estimated Net Operating Working Capital and Estimated Net Operating Working Capital Adjustment. In the event Buyer timely notifies Holdings of any disagreement, each of the Operating Companies and Buyer agrees that it will attempt in good faith to resolve such disagreement. Holdings and its representatives shall be permitted to review the working papers related to Buyer's calculation of the Revised Closing Balance Sheet and Schedule of Adjustments.

(d) If within 45 days after delivery to Holdings and the ESOP Trust of the notification by Buyer of a disagreement, the Parties are unable to resolve such disagreement, either Holdings, on the one hand, or Buyer, on the other hand, shall have the right to submit the determination of such matters to an independent accountant of national standing, to be selected by Holdings and Buyer in good faith within ten (10) additional days after delivery of the notice of disagreement (the "**Independent Auditor**"), whose decision shall be delivered to Buyer and the Operating Companies within sixty (60) days of the submission to the Independent Auditor and shall be binding on the parties. The cost of the Independent Auditor shall be paid by the party whose aggregate estimate of the disputed amount or amounts, as the case may be, differs most greatly from the determination of the Independent Auditor.

(e) If it is determined pursuant to this **Section 3.1** that the Estimated Net Operating Working Capital Adjustment paid at the Closing is greater than the additional net operating working capital adjustment as determined pursuant to **Section 3.1 (b), (c) and (d)** above (the "**Additional Net Operating Working Capital Adjustment**"), the Operating Companies shall be required to remit such difference to Buyer in cash, with the amount of such difference being paid from the Purchase Price Adjustment Escrow Amount to the extent available, and thereafter directly from the Operating Companies. If it is determined pursuant to this **Section 3.1** that the Estimated Net Operating Working Capital Adjustment paid at the Closing is less than the Estimated Net Operating Working Capital Adjustment as determined pursuant to this **Section 3.1**, Buyer shall remit such difference in cash to the Operating Companies.

(f) Any cash payment to be made as a result of adjustments made in accordance with **Section 3.1** shall be paid within five (5) Business Days of the final

determination of such adjustments by wire transfer of immediately available funds. Any such payment shall be made to such account or accounts as may be designated by Buyer or the Operating Companies, as the case may be, at least two (2) Business Days prior to the date that such payment is to be made.

(g) Notwithstanding anything to the contrary in this Agreement, Buyer's right to audit and adjust the Closing Date Payment shall be limited solely to the audit and adjustment, if any, of the Net Operating Working Capital and Estimated Net Operating Working Capital Adjustment and the Additional Net Operating Working Capital Adjustment as of the Closing Date.

3.2 Earn-Out Payments. The Purchase Price shall be increased by: (1) an amount equal to 1.5 multiplied by every \$1.00 of Adjusted EBITDA for the year ending December 31, 2008 in excess of \$10,000,000 (the "2008 Earn-Out Payment") plus (2) an amount equal to 2.37 multiplied by every \$1.00 of Adjusted EBITDA for the year ending December 31, 2009 in excess of \$10,000,000 (the "2009 Earn-Out Payment") and together with the 2008 Earn-Out Payment, the "Earn-Out Payments"). For clarification, there can be no assurance that the Earn-Out Payments will be earned. The Earn-Out Payments, if any, shall be paid only if actually earned pursuant to this **Section 3.2** and **Section 3.3** hereof.

3.3 Calculation of Earn-Out Payments. The determination of the Earn-out Payments, if any, to be paid pursuant to **Section 3.2** shall be made pursuant to the following provisions:

(a) No later than March 31, 2009 and March 31, 2010, respectively, Buyer shall in good faith prepare or cause to be prepared and shall deliver to Holdings and the ESOP Trust a calculation of EBITDA for the years ending December 31, 2008 and December 31, 2009, respectively, as well as a calculation of the Adjusted EBITDA for the year ending December 31, 2008 and December 31, 2009, respectively (for each year, the "EBITDA Calculations"). Holdings, the ESOP Trust and their respective representatives shall be permitted to review the working papers of Buyer and of its certified public accountants related to the EBITDA Calculations, and shall have access during normal business hours upon reasonable notice to all relevant books and records and employees of the Business in order to review the calculation of the EBITDA Calculations.

(b) Holdings and the ESOP Trust will have a period of sixty days (60) following the delivery of the EBITDA Calculations for the years ending December 31, 2008 and December 31, 2009, as the case may be, to notify Buyer of any disagreements with such EBITDA Calculations. Any such notice shall be accompanied by supporting documentation containing reasonable detail. Failure to notify Buyer within such 60-day period shall be deemed acceptance of such EBITDA Calculations. In the event Holdings and/or the ESOP Trust timely notifies Buyer of any disagreement, each of Holdings, the ESOP Trust and the Buyer agrees that it will attempt in good faith to resolve such disagreement. If within sixty (60) days after delivery to Buyer of the notification by Holdings and/or the ESOP Trust of a disagreement, the parties are unable to resolve such disagreement, either Holdings and/or the ESOP Trust, on the one hand, or Buyer, on the other hand, shall have the right to submit the determination of such matters to the Independent Auditor whose decision shall be delivered to Buyer, Holdings and the ESOP Trust

within sixty (60) days of the submission to the Independent Auditor and shall be binding on the parties. The cost of the Independent Auditor shall be paid by the party whose aggregate estimate of the disputed amount or amounts, as the case may be, differs most greatly from the determination of the Independent Auditor.

(c) Any cash payment to be made pursuant to **Section 3.3** shall be paid within five (5) Business Days of the final determination of such amount by wire transfer of immediately available funds. Any such payment shall be made to such account or accounts as may be designated by Holdings at least two (2) Business Days prior to the date that such payment is to be made.

(d) For the purpose of calculating Adjusted EBITDA to determine the Earn-Out Payments, (i) there shall not be any allocation of corporate overhead to the Business without the prior written consent of Holdings (which shall not be unreasonably withheld or delayed) other than for items required to bring the Company into compliance with applicable laws; (ii) there shall not be any allocation of expenses in connection with Buyer's compliance with the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder; (iii) the expenses related to insurance coverage of the Business provided under the Buyer's insurance programs shall not exceed the actual costs for such benefits in 2007 except for inflationary cost increases; (iv) with respect to calculating the matching component expense for the 401(k) plan, the Business shall recognize an amount equal to the annualized 2008 matching component expense of the 401(k) Component, plus 50% of the incremental annualized expense, if any, incurred by Buyer during the respective fiscal year relating to the matching component of the 401(k) Component for employees of the Business after the Closing; (v) there shall not be any allocation of expenses incurred by any party in connection with this Agreement, including independent auditor fees pursuant to **Section 3.1**, attorneys' fees or similar expenses, provided, however, that this clause (v) shall not apply to the liabilities of any underlying claims; (vi) except with the prior approval of Holdings, there shall not be any allocation of expenses or accruals in connection with any change in the organization, maintenance, operation, actuarial reserve methods or policies, or capitalization, of Jamestown, other than to comply with any CIMA statutory regulations or requirements applicable to the operation of Jamestown as conducted on the Closing Date; (vii) there shall not be any allocation of expenses in connection with any severance payment or termination payment to Jim Ginter, Anne Anderson or Michael Pretiger pursuant to any Employment Agreement with Buyer; and (viii) any amounts excluded from the calculation of Earn-Out Payments pursuant to the last sentence of **Section 9.2** hereof shall be excluded from the calculation of Earn-Out Payments.

#### 3.4 Reconciliation of Excess Cash.

(a) No more than five (5) Business Days prior to the Closing Date, and not less than two (2) days prior to the Closing, Holdings shall cause Global Captive Management, Ltd. to deliver the Nearest Jamestown Balance Sheet to Buyer, setting forth an estimate of Excess Cash as of the date of the Nearest Jamestown Balance Sheet (the "**Estimated Excess Cash**").

(b) Buyer will have a period of sixty (60) days following the Closing to notify Holdings of any disagreements with the Nearest Jamestown Balance Sheet and Estimated Excess

Cash. Buyer and its representatives shall be permitted to review the working papers of Global Captive Management, Ltd. related to the Nearest Jamestown Balance Sheet and Estimated Excess Cash.

(c) Any such notice of disagreement shall be accompanied by supporting documentation, including the Nearest Jamestown Balance Sheet and a schedule of adjustments (the "**Jamestown Adjustment Schedule**"), setting forth a calculation of the adjustments, if any, to be made to the nearest Jamestown Balance Sheet and the calculation of Estimated Excess Cash. Failure to notify Holdings within such 60 day period shall be deemed acceptance of the Nearest Jamestown Balance Sheet and Estimated Excess Cash. In the event Buyer timely notifies Holdings of any disagreement, each of Holdings and Buyer agrees that it will attempt in good faith to resolve such disagreement. Holdings and its representatives shall be permitted to review the working papers related to Buyer's calculation of the Nearest Jamestown Balance Sheet and the calculation of Estimated Excess Cash.

(d) If within 45 days after delivery to Holdings of the notification by Buyer of a disagreement, the Parties are unable to resolve such disagreement, either Holdings, on the one hand, or Buyer, on the other hand, shall have the right to submit the determination of such matters to the Independent Auditor, whose decision shall be delivered to Buyer and Holdings within sixty (60) days of the submission to the Independent Auditor and shall be binding on the parties. The cost of the Independent Auditor shall be paid by the party whose aggregate estimate of the disputed amount or amounts, as the case may be, differs most greatly from the determination of the Independent Auditor.

(e) If it is determined pursuant to this **Section 3.4** that the Estimated Excess Cash was greater than the Estimated Excess Cash number provided in **Section 3.4(a)** above, Buyer shall pay to Holdings fifty-eight percent (58%) of such excess. If it is determined pursuant to this **Section 3.4** that the Estimated Excess Cash was less than the Estimated Excess Cash number provided in **Section 3.4(a)** above, Holdings shall pay to Buyer in cash fifty-eight percent (58%) of such shortfall.

(f) Any cash payment to be made as a result of the adjustments made in accordance with this **Section 3.4** shall be paid within five (5) Business Days of the final determination of such adjustments by wire transfer of immediately available funds. Any such payment shall be made to such account or accounts as may be designated by Buyer or Holdings, as the case may be, at least two (2) Business Days prior to the date that such payment is to be made.

#### **ARTICLE IV** **REPRESENTATIONS AND WARRANTIES OF THE COMPANIES**

The Operating Companies, jointly and severally, represent and warrant to Buyer and the ESOP Trust as follows (all such representations and warranties are qualified by the Disclosure Schedule attached to this Agreement as **Exhibit F**):

4.1 Organization and Qualification. Each of the Companies is duly organized, validly existing and in good standing in the jurisdiction set forth on **Schedule 4.1** of the

Disclosure Schedule, with full power and authority to own, lease and operate its assets and Properties and carry on its business as presently owned or conducted. Each of the Companies is licensed or qualified to transact business and is in good standing as a foreign corporation in each jurisdiction in which, because of its business conducted there or the nature of its assets or Properties there, it would be required to be so licensed or qualified, except where the failure to be so licensed, qualified or in good standing in the aggregate would not reasonably be expected to have a Material Adverse Effect. Each such jurisdiction is set forth on **Schedule 4.1** of the Disclosure Schedule.

4.2 Authority; No Breach.

(a) Each Company has all requisite power and authority to execute and deliver this Agreement and the Operative Documents to which it is a party, and to perform, carry out and consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the Operative Documents to which it is a party have been duly authorized by all necessary action on the part of each such Company. This Agreement has been duly executed and delivered by each of the Companies and the Operative Documents to which it is a party shall be, when executed and delivered by it, duly executed and delivered. This Agreement constitutes, and the Operative Documents to which each Company is a party shall constitute, when executed and delivered by it, such Company's legal, valid and binding obligation, enforceable against it in accordance with its terms.

(b) Except as set forth on **Schedule 4.2(b)** of the Disclosure Schedule, neither the execution and delivery of this Agreement or any Operative Document by any of the Companies nor the consummation of any of the transactions contemplated herein or therein, nor the full performance by any Company of its obligations hereunder or thereunder do or will:

(i) violate any provision of the articles or certificate of incorporation or by-laws or other constituent documents of any such Company;

(ii) conflict with, result in a breach or violation of, or constitute a default under (or an event which, with or without notice, lapse of time or both, would constitute a default) or result in the invalidity of, or accelerate the performance required by or cause or give rise to any right of acceleration or termination of any right or obligation pursuant to any agreement or commitment to which any Company, or any Subsidiary is a party or by which any Company (or any of its respective assets or Properties) is subject or bound;

(iii) result in the creation of, or give any third party the right to create, any Encumbrance upon the Shares or any Purchased Assets;

(iv) conflict with, violate, result in a breach of or constitute a default under any writ, injunction, statute, law, ordinance, rule, regulation, judgment, award, Permit, decree, order, or process of any Governmental Entity to which any Company or Purchased Assets of any of the foregoing are subject;

(v) terminate or modify, or give any third party the right to terminate or modify, the provisions or terms of any Contract to which any Company is a party or by which any Company (or any of their respective assets or Properties) is subject or bound;

(vi) require any Company to obtain any Consent required pursuant to **Section 2.5** hereof; or

(vii) result in or give to any Person any additional rights or entitlement to increased, additional, accelerated or guaranteed payments under any contract or agreement to which any Company is a party or by which any of its respective Properties is subject or bound.

4.3 Securities and Ownership; Subsidiaries.

(a) The authorized and outstanding security interests of each Company and the owners of all such interests (of record and beneficially) are set forth on **Schedule 4.3(a)** of the Disclosure Schedule. Except as set forth in **Schedule 4.3(a)** of the Disclosure Schedule, no preferred stock, bonds, debentures, notes, debt instruments, evidences of Indebtedness, convertible securities, warrants, options, or other rights to acquire securities of any kind, of any Company are authorized, issued or outstanding.

(b) The authorized and outstanding shares of each class of capital stock of Jamestown are set forth on **Schedule 4.3(b)** of the Disclosure Schedule. All such shares are owned beneficially and of record by Holdings. As of the Closing the only shares of capital stock of Jamestown issued and outstanding will be the Shares. All such Shares are duly authorized, validly issued, fully paid and non-assessable, not subject to any preemptive or similar right, and were sold in accordance with all applicable securities laws. No preferred interests, bonds, debentures, notes, debt instruments, evidences of Indebtedness, convertible securities, warrants, options, or other rights to acquire securities of any kind of Jamestown are authorized, issued or outstanding. At the Closing, Holdings is transferring the Shares to Buyer free and clear of any Encumbrances. Jamestown has not issued any securities in violation of any preemptive or similar rights. There are no outstanding (i) securities convertible into or exchangeable for any shares of capital stock or other securities of Jamestown; (ii) subscriptions, options, "phantom" stock rights, warrants, calls, commitments, preemptive rights or other rights of any kind (absolute, contingent or otherwise) entitling any party to acquire or otherwise receive from Jamestown any shares of capital stock or other securities or receive or exercise any benefits or rights similar to any rights enjoyed by or inuring to the holder of capital stock of Jamestown; (iii) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance of any membership or other interests, convertible or exchangeable securities, or any subscriptions, options, warrants or similar rights of Jamestown or granting to any Person any right to participate in the equity or income of Jamestown or to participate in or direct the election of any director or officer of Jamestown or the manner in which any shares of capital stock or other securities of Jamestown are voted; or (iv) rights of any Person to be paid as if he, she or it were a holder of equity or shares of capital stock of Jamestown or securities convertible into or exchangeable for equity or shares of capital stock of Jamestown, including, without limitation, "phantom" stock and stock appreciation rights. Except as set forth on **Schedule 4.3(b)** of the Disclosure Schedule, there are no shares of capital stock or other securities of Jamestown reserved for issuance for any purpose and Jamestown is not a party to any voting agreements, voting trusts, proxies or other agreements, instruments or understandings with respect to the voting of any shares of the capital stock or other securities of Jamestown, or any agreement with respect to the transferability, purchase or redemption of any shares of capital stock or other securities of Jamestown.

(c) Except as set forth on **Schedule 4.3(c)** of the Disclosure Schedule, none of the Companies has any Subsidiaries, owns any interest in any other Person or owns, Directly or Indirectly, any economic, voting or other ownership interest in any Person.

4.4 Financial Statements. (a) The Operating Companies have heretofore delivered to Buyer true, correct and complete copies of the Financial Statements. The Financial Statements have been prepared from the books and records of the Companies are true, correct, accurate and complete in all material respects, and present fairly (i) the consolidated financial position of the Companies at the dates thereof and (ii) the consolidated results of operations, shareholders' equity and cash flows of the Companies for the periods then ended, in each case in accordance with GAAP applied on a consistent basis throughout the periods covered, subject, in the case of interim financial statements, to normal recurring year-end adjustments and the absence of notes. The books and records of the Companies are accurate and complete in all material respects, have been maintained in accordance with good business practices and reflect all financial transactions of the Companies that are required to be reflected in accordance with GAAP. Except as set forth on **Schedule 4.4** of the Disclosure Schedule, all reserves established by the Companies are set forth in the Financial Statements and are adequate and there are no loss contingencies that are required to be accrued by Statement of Financial Accounting Standard No. 5 of the Financial Accounting Standards Board which are not provided for in the balance sheets contained in the Financial Statements.

(b) None of the Companies has been advised by the registered public accounting firm that audited the Financial Statements of any significant deficiency or material weakness in such Company's internal control over financial reporting; provided that the Operating Companies make no representation or warranty as to the ability of any Company to comply with federal, state, GAAP or other guidelines or requirements concerning the adequacy of internal controls, including but not limited to SEC Final Rule: Management's Reports on Internal Control Over Financial Reporting and Certification of Disclosure in Exchange Act Periodic Reports, SEC, 17 CFR PARTS 210, 228, 229, 240, 249, 270 and 274.

4.5 Interests of Related Persons. Except as set forth on **Schedule 4.5** of the Disclosure Schedule, none of the Companies, nor any if its respective shareholders, officers, directors, or any Relative, or Affiliate of any Company (collectively, the "**Related Persons**"):

(i) owns any interest in any Person (other than the beneficial ownership for investment purposes of 2% or less of any class of equity securities of any Person which is registered under Section 12 of the Exchange Act) which is a competitor in the Business, a supplier or customer of the Companies or any Subsidiary or serves as an officer, member, director, employee or consultant for any such Person;

(ii) owns, in whole or in part, any Property, used in connection with the business of the Companies or any Subsidiary;

(iii) has an interest in any contract or agreement pertaining to the business of the Companies or any Subsidiary; or

(iv) has any Contracts with the Companies or any Subsidiary.



4.6 Absence of Undisclosed Liabilities. Except as set forth on **Schedule 4.6** of the Disclosure Schedule, the Companies do not have any liabilities, losses or obligations of any nature (whether absolute, known or unknown, accrued, fixed, contingent, liquidated, unliquidated, due or to become due, or otherwise), except for (i) liabilities included or reflected in the Financial Statements and adequately reserved against therein in accordance with GAAP, or (ii) liabilities or performance obligations arising subsequent to the Balance Sheet Date in the Ordinary Course of Business (and not as a result of a breach or default by the Companies). None of the Operating Companies knows of any basis for the assertion against the Companies of any liability, loss or obligation of any nature (whether absolute, known or unknown, accrued, fixed, contingent, liquidated, unliquidated, due or to become due, or otherwise) except for the liabilities of the type set forth in clauses (i) and (ii) of the immediately preceding sentence.

4.7 Absence of Certain Changes or Events. Except as set forth on **Schedule 4.7** of the Disclosure Schedule, since December 31, 2007, the business of the Companies has been conducted only in the Ordinary Course of Business. Without limiting the generality of the foregoing, except as set forth on **Schedule 4.7** of the Disclosure Schedule, since December 31, 2007, none of the Companies has:

(a) suffered any Material Adverse Effect, and no fact or condition exists or, to the Knowledge of the Operating Companies, is contemplated or threatened that might reasonably be expected to cause a Material Adverse Effect in the future;

(b) suffered any material damage, destruction or casualty loss (whether or not covered by insurance) or condemnation, taking or other proceeding;

(c) entered into or adopted any new, or increased benefits under, or renewed, amended or terminated any existing, Plan, except as required to comply with applicable law, or changed or committed to change (including any change pursuant to any equity bonus, pension, profit-sharing or other plan, commitment, policy or arrangement) the compensation payable or to become payable to any of its officers, directors, employees, agents, consultants or other service providers, or made any pension, retirement, profit sharing, bonus or other employee welfare or benefit payment or contribution, other than payments or contributions required by the governing documents of the foregoing;

(d) except as set forth on **Schedule 4.7(d)** of the Disclosure Schedule, made or proposed any change in its accounting or tax methods, principles or practices, except for such changes which are required by GAAP (or by law) and are set forth on **Schedule 4.7(d)** of the Disclosure Schedule;

(e) authorized, declared, set aside or paid any dividend or other distribution, except for Excess Cash;

(f) Directly or Indirectly redeemed, purchased or otherwise acquired any of its security interests or authorized any stock or other split, reclassification or recapitalization or otherwise changed the terms or provisions of any of its security interests;

(g) incurred any Indebtedness or other liability (whether known or unknown, absolute, accrued, fixed, contingent, liquidated, unliquidated or otherwise, and whether due or to

become due), except for liabilities reflected in its Financial Statements or incurred after the Balance Sheet Date in the Ordinary Course of Business;

(h) paid, discharged or satisfied any claim, liability or obligation other than the payment, discharge or satisfaction of liabilities and obligations incurred in the Ordinary Course of Business and consistent with past practice;

(i) (A) prepaid any obligation having a fixed maturity of more than ninety (90) days from the date such obligation was issued or incurred, or (B) not paid when due, any account payable, or sought the extension of the payment date of any account payable;

(j) permitted or allowed any of its Property or assets to be subjected to any Encumbrance;

(k) canceled any debts or waived any claims or rights other than in the Ordinary Course of Business;

(l) sold, transferred, or otherwise disposed of any of its Properties, except in the Ordinary Course of Business;

(m) disposed of, abandoned or to the Knowledge of any Operating Company, permitted to lapse, any rights to the use of any Company Rights, or disposed of or disclosed, or permitted to be disclosed (except as necessary in the conduct of its business), to any Person other than representatives of Buyer, any Trade Secret;

(n) made any capital expenditures or commitments in excess of \$50,000 in the aggregate for repairs or additions to property, plant, equipment or tangible capital assets;

(o) terminated or amended or suffered the termination or amendment of any Contract pursuant to which any Company would receive from any Person(s) or pay to any Person(s) more than \$50,000, individually or in the aggregate, in any calendar year;

(p) amended the articles or certificate of incorporation or by-laws of any Company;

(q) terminated or suffered loss of the employment, services or benefits of any officers or management level employees;

(r) loaned to, or entered into a transaction with, any of the directors, officers, and Employees of any Company except in the Ordinary Course of Business;

(s) entered into any agreement that materially limits or restricts any Company from engaging or competing in any line of business or in any geographic area or location; or

(t) agreed, whether in writing or otherwise, to take any action described in this Section 4.7.

#### 4.8 Taxes.

(a) Except as set forth on **Schedule 4.8(a)** of the Disclosure Schedule, each of the Companies has duly, timely and properly filed when due, all federal, state, local, foreign and other Tax Returns with respect to its sales, income, business or operations (including, without limitation, any consolidated Tax Returns in which it is included) in those jurisdictions identified on **Schedule 4.8(a)** of the Disclosure Schedule and such Tax Returns are, in all material respects, true, correct, complete and accurate and disclose all Taxes required to be paid by the Companies in such jurisdictions. The Companies have duly paid all Taxes due in those jurisdictions identified on **Schedule 4.8(a)** of the Disclosure Schedule whether or not shown on a Tax Return. True, complete and correct copies of all of the Tax Returns of the Companies for the past three (3) fiscal years have been previously provided to Buyer. No jurisdiction in which any Company does not file Tax Returns has claimed that such Company is liable to file Tax Returns in that jurisdiction.

(b) Except as provided in **Schedule 4.6** of the Disclosure Schedule, all amounts required on the date hereof to be withheld by the Companies from customers or from or on behalf of Employees and others for income, social security, unemployment insurance and other Taxes have been collected or withheld and either paid to the appropriate Governmental Entity or set aside and, to the extent required by law, held in accounts for such purpose.

(c) Except as set forth on **Schedule 4.8(c)** of the Disclosure Schedule, (i) there currently are no (nor have there been within the last three (3) years any) pending or, to the Knowledge of any Company, threatened actions or proceedings (including, without limitation, audit proceedings) by any applicable taxing authority for the assessment, collection, adjustment or deficiency of any material Taxes against any Company, and (ii) none of the Companies or any Subsidiary has received any notice of deficiency or assessment from any federal, state, local or foreign taxing authority with respect to material liabilities for Taxes of any Company and, to the Knowledge of the Companies, there are no existing or prior facts, circumstances or conditions that could reasonably be expected to form the basis for such an action or proceeding or such a notice of deficiency or assessment. Except as set forth on **Schedule 4.8(c)** of the Disclosure Schedule, no power of attorney has been executed by, or on behalf of, any Company with respect to any matter relating to Taxes which is currently in force. Except as set forth on **Schedule 4.8(c)** of the Disclosure Schedule, there are no outstanding agreements or waivers extending the statutory period of limitation applicable to any assessment or audit of any Tax or Tax Return of any Company for any period. The Tax Returns of each of the Companies have been examined by the applicable taxing authority for the respective periods set forth on **Schedule 4.8(c)** of the Disclosure Schedule, and all deficiencies asserted as a result of such examinations (or as a result of any examination of the returns for earlier fiscal years) have been paid or finally settled.

(d) None of the Companies has taken any action that would have the effect of deferring any Tax liability of any Company with respect to the sales, income, business or operations of any Company from a period ending on or prior to the Closing Date to a period ending after the Closing Date except for the election of S status under the Code by the Operating Companies. There are no deferred Taxes owed by any Company other than any net recognized built-in gain of the Operating Companies in connection with the Contemplated Transactions.

(e) No amount that could be received (whether in cash or property or the vesting of property), as a result of the consummation of the Contemplated Transactions, by any Employee, officer, director, shareholder or other service provider of the Companies or the Business under any Plan or otherwise would not be deductible by reason of Section 280G of the Code or would be subject to an excise tax under Section 4999 of the Code. Neither the Companies nor the Business has any indemnity obligation on or after the Closing for any Taxes imposed under Section 4999 or 409A of the Code.

(f) None of the Companies has (i) been a party to any consolidated Tax Return of any group of which one of the Companies has not been the parent corporation, or (ii) any liability or obligation to make any payment to any taxing authority or to its Affiliates on account of Taxes for any period ending on or prior to the Closing Date imposed under Section 1.1502-6 of the Income Tax Regulations or any similar provision of state or local laws or the provision of any Tax sharing agreements. None of the Companies is a party to any Tax sharing agreements.

(g) None of the Companies is currently the beneficiary of any extension of time within which to file any federal Tax Return other than for calendar year end 2007. There are no Encumbrances for Taxes upon the assets of the Companies except for statutory liens for current Taxes not yet due.

(h) The Companies are not required to account for differences between the amounts of the book basis and the tax basis of assets on the books of the Companies for federal income tax purposes. None of the Companies will be required to recognize for income tax purposes in a taxable year beginning on or after the Closing Date any amount of income or gain which it would have been required to recognize under the accrual method of accounting for tax purposes in a tax period ending on or before the Closing Date as a result of the installment method of accounting, the completed contract method of accounting, the cash method of accounting or a change in method of accounting.

(i) None of the Companies is or has been a United States real property holding company (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(ii) of the Code.

(j) Except for Jamestown, none of the Companies is a "foreign person" as that term is used in the Treasury Regulation Section 1.1445-2.

(k) None of the Companies has been required to make any adjustment pursuant to IRC Section 481(a) or any similar provision of state, local or foreign tax law by reason of any change in any accounting methods, and there is no application pending with any Governmental Entity requesting permission for any change in any of its accounting methods for Tax purposes. To the Companies' Knowledge, no Governmental Entity has proposed any such adjustment or change in accounting method.

(l) The Companies have not distributed stock of another Person, or had another Person distribute their stock, in a transaction that purported or was intended to be governed in whole or in part by IRC Section 355 or Section 361.

(m) The Companies have not participated in a "reportable transaction" as described in Treas. Reg. §1.6011-4;

(n) Each Person treated as an independent contractor by any Company is and has been properly classified as such under all applicable laws, rules and regulations as in existence on the date hereof except as described in **Schedule 4.6** of the Disclosure Schedule; and

(o) None of the Companies will be required to include in income for a period following the Closing an amount arising in a pre-Closing period, because of the use of the cash, installment, completed contract, long-term contract or other method of accounting.

#### 4.9 Assets.

(a) The Companies have good marketable and freely transferable title to all the Purchased Assets, including, without limitation, the properties and assets (tangible and intangible) reflected in the Financial Statements at the Balance Sheet Date, free and clear of all Encumbrances, except for Encumbrances set forth on **Schedule 4.9(a)** of the Disclosure Schedule. At the Closing, Buyer shall acquire good, marketable and freely transferable title to the Purchased Assets, free and clear of any Encumbrance.

(b) None of the Companies owns any Real Property. **Schedule 4.9(b)** of the Disclosure Schedule contains a complete and correct list of all Real Property leased by the Companies. The Companies enjoy peaceful possession of all such property. The Companies have previously delivered to Buyer true, complete and correct copies of all lease documents relating to such property. All lease documents are unmodified, valid, binding and enforceable in accordance with their terms and are in full force and effect, and subject to required Consents in connection with the leases listed on **Schedule 4.9(b)** of the Disclosure Schedule, will continue to be legal, valid, binding, enforceable and in full force and effect on identical terms after the Closing. All work required to be done by any Company as a tenant on such Real Property has been duly and timely performed. To the Knowledge of any Company, no event has occurred which constitutes or, with the passing of time or giving of notice, or both, would constitute, a default under any such lease document.

(c) To the Knowledge of the Operating Companies, no Real Property leased by any Company is subject to any rights of way, building use restrictions, easements, reservations or limitations which would restrict Buyer from conducting the Business after the Closing in the same manner as conducted on the Closing Date. The Operating Companies have not received written or posted notice of any pending condemnation or special assessment by any Governmental Entity that would result in the taking or all or any part of the Real Property and would materially affect the current use of any parcel of the Real Property.

(d) All physical Properties and tangible Purchased Assets of the Companies (whether leased or owned) are in good operating condition and repair (ordinary wear and tear excepted) and are adequate for the uses to which they are being put and constitute all those necessary to operate the Business of the Companies as it is currently conducted and in accordance with recent historical practice, and are located on the Property of the Companies (except to the extent such assets are used or located off-Property by telecommuting Employees.

During the past twelve (12) months there has not been any significant interruption in the operations of the Companies due to the operating condition of such physical Properties. **Schedule 4.9(d)** of the Disclosure Schedule sets forth a true and complete list of all equipment and other tangible assets owned by the Companies having an original cost in excess of \$25,000 and regularly and customarily used by the Companies in the operations of their business.

(e) To the actual knowledge of the Operating Companies (without due diligence or investigation), all Real Property leased by the Companies is in material compliance with any applicable health and safety laws, including the Americans with Disabilities Act and the Occupational Safety and Health Act, and none of the Operating Companies has received notification of any alleged violation.

#### 4.10 Intellectual Property.

(a) The Companies are the owner of all right, title and interest in and to each of the following that are being used in the Business of the Companies as currently conducted, and/or have been or are being developed or acquired for potential use in the Business of the Companies and/or that are promoted, sold, licensed or otherwise distributed by the Companies to any third parties:

(i) all computer programs and databases and their associated system and user documentation (collectively, the "Company Software Products") set forth on **Schedule 4.10(a)(i)** of the Disclosure Schedule;

(ii) all copyrights and copyright registrations and applications for registrations are set forth on **Schedule 4.10(a)(ii)** of the Disclosure Schedule (collectively, the "Copyrights");

(iii) all patents and patent applications set forth on **Schedule 4.10(a)(iii)** of the Disclosure Schedule (collectively, the "Patents");

(iv) all registered trademarks, registered service marks and registered trade names (collectively the "Marks"), and the registrations of, and/or applications to register, any one or more of the Marks in federal, state or foreign jurisdictions set forth on **Schedule 4.10(a)(iv)** of the Disclosure Schedule;

(v) all Trade Secrets; and

(vi) all registered internet domain names presently used by any of the Companies in connection with the Business as set forth on **Schedule 4.10(a)(vi)** of the Disclosure Schedule (collectively, "Domain Names").

The items referred to in this **Section 4.10(a)** are herein referred to collectively as the "Company Intellectual Property Rights."

(b) **Schedule 4.10(b)** of the Disclosure Schedule sets forth a list of all license and similar agreements between any Company and third Party, under which such Company is granted rights to the use, reproduction, distribution, manufacture, sale or licensing of items

embodying the patent, copyright, Trade Secret, trademark or other proprietary rights of such third parties (collectively, the "Company License Rights"). To the extent any such Company License Rights are assigned to Buyer, the Buyer will not, as a result of the execution and delivery of this Agreement or any Operative Document or the consummation of the Contemplated Transactions be in violation of or lose any rights pursuant to any license and similar agreements described in **Schedule 4.10(b)** of the Disclosure Schedule. Except as set forth on **Schedule 4.10(b)** of the Disclosure Schedule, no Person is entitled to any royalty, fee and/or other payment or other consideration of whatever nature with respect to the Company License Rights or Company Intellectual Property Rights. The Company License Rights and the Company Intellectual Property Rights are sometimes collectively referred to as the "Company Rights". The Company Rights constitute all such rights necessary to operate the Business of the Companies as it is currently conducted.

(c) **Schedule 4.10(c)** of the Disclosure Schedule sets forth a list of all agreements under which any Company, or its respective Affiliates has granted any rights of whatever nature to third parties of, to or under the Company Rights. All such rights granted have been and are non-exclusive. True, correct and complete copies of all such agreements have been delivered or made available to Buyer.

(d) No claims with respect to the Company Rights have been asserted or, to the Knowledge of the Companies, are threatened by any Person against the Companies, nor do the Companies have actual Knowledge of any valid grounds for any bona fide claims against the use by any Company of any Company Rights. To the Knowledge of the Companies, as of the date hereof, there has not been and there is not any infringement, misappropriation or any other unauthorized use of any of the Company Rights by any third party, Employee, consultant or former Employee or consultant of any Company, except as described on **Schedule 4.10(a)(vi)** of the Disclosure Schedule.

(e) Except as set forth on **Schedule 4.10(e)** of the Disclosure Schedule, all Marks, and all registrations of, and/or applications to register, such Marks as described in **Section 4.10(a)(iv)** and all Domain Names as described in **Section 4.10(a)(vi)** are valid, enforceable and subsisting.

(f) None of the Companies has, by reason of its use, license, sale or other distribution of the Company Rights or otherwise, been alleged to have infringed upon, violated, misappropriated or misused any intellectual property right or other proprietary right (including, without limitation, any patent right, copyright, trade name or Trade Secret) of any third party.

(g) No Company Rights are subject to any order restricting in any manner the use or licensing thereof by any Company. The Companies have not entered into any agreement to indemnify and/or hold harmless any other Person from or against any cause of action, charge or other claim of infringement of any third party intellectual property rights other than pursuant to any Company License Rights. The Companies have not entered into any agreement granting any third party the right to bring infringement actions, or otherwise to enforce rights with respect to any Company Rights or, except as disclosed in **Schedule 4.10(g)** of the Disclosure Schedule, with respect to any Company License Rights.

## ASSIGNMENT OF COMPANY INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is made as of the 9 day of September 2008, by and among MDA Holdings, Inc., a Georgia corporation, Medical Doctor Associates, Inc., a Georgia corporation, Allied Health Group, Inc., a Georgia corporation, Credent Verification and Licensing Services, Inc., a Georgia corporation (collectively, the "Assignors"), and StoneCo H, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignee is, pursuant to a Purchase Agreement (the "Purchase Agreement"), dated as of July 22, 2008, by and among the Assignors, the Assignee, Jamestown Indemnity, Ltd., Cross Country Healthcare, Inc. and MDA Employee Stock Ownership and 401(k) Plan – ESOP Component Trust by First Bankers Trust Services, Inc., as Trustee, the acquirer of the Assignor's right, title and interest in the Company Intellectual Property Rights (as defined in the Purchase Agreement).

WHEREAS, the Assignors wish to transfer to the Assignee, the Company Intellectual Property Rights, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignors hereby irrevocably grant, sell, assign and set over to the Assignee, and the Assignee's representatives, successors, and assigns, the sole and exclusive right, title and interest in and to all Company Intellectual Property Rights of the Assignors, free and clear of any Encumbrances (as defined in the Purchase Agreement)

2. Transfer of Registrations. The Assignors agree to execute all documents and assist in all proceedings (at the cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Company Intellectual Property Rights as the Assignee may reasonably deem appropriate.

3. Further Assurances. The Assignee shall file all documents and take all action reasonably necessary to transfer all of the Assignors' rights in and to the Company Intellectual Property Rights. The Assignors covenant to promptly take whatever actions are reasonably necessary (at the cost and expense of the Assignee), including, but not limited to, executing additional documents as requested by the Assignee, to assist the Assignee in perfecting the Assignee's rights to the Company Intellectual Property Rights and to request that any applicable registration is transferred to the Assignee. With respect to the Domain Names (as defined in the Purchase Agreement), the Assignors shall reasonably cooperate with and assist the Assignee in the submission of any electronic mail messages or a registrant name change agreement or any other documents required by t any applicable registrar (or any other entity responsible for maintaining records of ownership of Internet domain names) to complete the transfer of the registration of the Domain Names from any Assignors to the Assignee and ownership of the



Domain Names, in accordance with the Registrar's (or such other entity's) policies and procedures.

4. Entire Transfer. After the consummation of the transactions contemplated hereby, the Assignors shall have transferred all of their respective rights in and to the Company Intellectual Property Rights, including the Domain Names, to the Assignee.

5. Covenants of Assignors.

5.1 Cooperation. The Assignors agree, promptly upon the request of the Assignee (at the Assignee's cost and expense), to execute and deliver such further agreements or documents, and to take such further action, as may be necessary or desirable to evidence more fully the transfer of the Company Intellectual Property Rights, including the Domain Name(s) to the Assignee. If any Assignor does not, within five (5) days of written request to such Assignor, return documents or complete forms requested by the Assignee to be executed/completed by such Assignor to evidence more fully the transfer of the Company Intellectual Property Rights and Domain Names to the Assignee, then the Assignee is hereby granted a limited power of attorney to execute and complete all such documents and forms on behalf of such Assignor. This power of attorney is coupled with an interest and is irrevocable. Within five (5) days of the Assignee using the limited power of attorney granted herein, the Assignee shall provide the Assignors with written notification of such action.

5.2 Cessation of Use. Unless otherwise agreed by the parties, the Assignors covenant not to (i) use or display any Company Intellectual Property Right or Domain Name, (ii) use, display or register any additional intellectual property or domain names that are confusingly similar to the Company Intellectual Property Rights or the Domain Name(s) anywhere in the world, and (iii) further covenants not to contest or challenge the validity of the Company Intellectual Property Rights or Domain Name(s), or any applicable registrations thereof as used or made by the Assignee.

6. Miscellaneous.

6.1 Authorization. Each party represents and warrants that it is fully entitled and duly authorized to enter into this Agreement.

6.2 Terms of Purchase Agreement. The terms of this Agreement are intended by the parties to be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement, provided however, this Agreement is expressly made subject to all of the terms, conditions, representations, warranties, covenants and other provisions contained in the Purchase Agreement, all of which are incorporated herein by reference. The Assignors and the Assignee shall at all times interpret this document in a manner which results in its consistency with the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. This Agreement may not be amended except in a writing signed by all of the parties.

6.3 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party to this Agreement and to any successors in interests or assigns of any party to this Agreement.

6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including Section 5-1401 of the New York General Obligation Law.

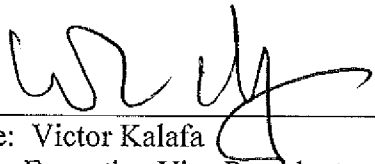
6.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

6.6 Capitalized Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

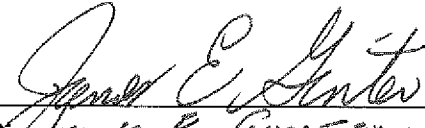
[SIGNATURE PAGE FOLLOWS]

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


STONECO H, INC.

By:   
Name: Victor Kalafa  
Title: Executive Vice President


MDA HOLDINGS, INC.,

By:   
Name: James E. Ginter  
Title: PRESIDENT


MEDICAL DOCTOR ASSOCIATES, INC.,

By:   
Name: James E. Ginter  
Title: PRESIDENT

ALLIED HEALTH GROUP, INC.

By:   
Name: James E. Ginter  
Title: PRESIDENT

CREDENT VERIFICATION AND LICENSING,  
INC.,

By:   
Name: Anne B. Anderson  
Title: CEO

Schedule 4.10(a)(iv)

Registered Trademarks, Service Marks, Trade Names

USPTO:

Word Mark: Medical Doctor Associates  
Mark Drawing Code: Design Plus Words, Letters, and/or Numbers  
Serial No: 75/774654  
Filing Date: 8/13/1999  
Registration No: 2,611,180  
Live/Dead Indicator: Live

Word Mark: Medical Doctor Associates  
Mark Drawing Code: Typed Drawing  
Serial No: 25/25014  
Filing Date: 1/29/2002  
Registration No: 2,535,014  
Live/Dead Indicator: Live

**Schedule 4.10(a)(vi)**

**Domain Names**

ahgonline.com  
alliedhealth.com  
alliedhealthgroup.com  
credent.com  
credentcvo.com  
credentinc.com  
crnaassociates.com  
hospitalistsolutions.com  
locomtenens.com  
locum-tenens-mda.com  
locumsworks.com  
locumsworx.com  
mda-locum-tenens.com  
mdainc.com  
mdanetwork.net  
mdaperm.com  
mdau.com  
medicaldoctorassociates.com  
medicaldoctorassociates.net  
myahg.net  
mymdainc.com  
nursestaffinggroup.com  
nursestaffinggroup.net  
paradise-trav.com  
paradisetrav.com  
worldnursestaffinggroup.com  
medicaldoctorassociates.org

**SCHEDULE 4.10(a)(vi) DOMAIN NAMES  
(to Purchase Agreement)  
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