

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carl Hyman		01/01/2015	INDIVIDUAL:
Robert Hyman		01/01/2015	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Salvatore Ferro		
Street Address:	1999 Hempstead Turnpike		
City:	East Meadow		
State/Country:	NEW YORK		
Postal Code:	11554		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77407384	ALURE	
Serial Number:	77516493	HOME PERFORMANCE BY ALURE	
Serial Number:	77841407	ALURE HANDYMAN HOME SERVICES	
Serial Number:	77841508	ALURE HANDYMAN HOME SERVICES	
Serial Number:	77885105	10 DAY KITCHEN BY ALURE	
Serial Number:	74212246	ALURE	
CORRESPONDENCE DATA			
Fax Number:	7037591051		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7037591055		
Email:	kmt@berensonllp.com		
Correspondent Name:	Kevin M. Tierney		
Address Line 1:	1146 Walker Road, Suite C		
Address Line 4:	Great Falls, VIRGINIA 22066		
NAME OF SUBMITTER:	Kevin M. Tierney		
SIGNATURE:	/Kevin M. Tierney/		

OP \$165.00 77407384

DATE SIGNED:	01/11/2018
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Total Attachments: 11

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EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of the 1st day of January 2015, by and among Carl Hyman and Robert Hyman, each an individual resident of the State of New York (collectively, the "Selling Stockholders"); Salvatore Ferro, individually (the "Purchasing Stockholder"); and the family of Alure companies, as listed directly below in §A of the Explanatory Statement (collectively, the "Companies").

EXPLANATORY STATEMENT

A. The table below sets forth the ownership of each Selling Stockholder and corresponding percentage of the outstanding capital equity of the Companies.

<u>SELLING STOCKHOLDER</u>	<u>COMPANY</u>	NUMBER OF SELLING STOCKHOLDER SHARES OR PERCENTAGES	PERCENT OF OUTSTANDING CAPITAL STOCK OR EQUITY OF <u>COMPANY</u>
Carl Hyman	Alure Sunrooms, LLC	40	40%
Robert Hyman	Alure Sunrooms, LLC	20	20%
Carl Hyman	Alure Designs, Inc.	36	36%
Robert Hyman	Alure Designs, Inc.	18	18%
Carl Hyman	Alure Home Improvement, Inc. (NY)	40	40%
Robert Hyman	Alure Home Improvement, Inc. (NY)	20	20%
Carl Hyman	Alure Home Improvement, Inc. (NJ)	50	50%
Robert Hyman	Alure Home Improvement, Inc. (NJ)	20	20%
Carl Hyman	Alure Home Performance, LLC	40	40%
Robert Hyman	Alure Home Performance, LLC	20	20%
Carl Hyman	Alure Basements, Inc.	36	36%
Robert Hyman	Alure Basements, Inc.	20	20%
Carl Hyman	Alexandra Contracting, LLC	40	40%
Robert Hyman	Alexandra Contracting, LLC	20	20%
Carl Hyman	Sacabo Properties, LLC	40	40%
Robert Hyman	Sacabo Properties, LLC	20	20%

B. The Selling Stockholders desire to eliminate any possible liability the Sellers may have as a result of the Companies' ongoing business practices and operations, in addition to removing themselves from the Companies' burdens associated therewith; and

C. The Selling Stockholders desire to sell, and the Purchasing Stockholder and the Companies desire the Purchasing Stockholder to purchase, all of the shares of common stock or membership interests owned by the Selling Stockholders (the "Selling Stockholder Shares") in

accordance with the terms of this Agreement and based on the parties' respective opinions regarding the Companies' business, the state of the economy and the future prospects for the Companies under current structure and capital makeup; and

D. Recognizing that the Selling Stockholders' services to the Companies have been extensive as to the operations of the Companies, the Selling Stockholders have agreed to provide certain representations, warranties and indemnification in this Agreement to induce the Purchasing Stockholder to acquire the Selling Stockholder Shares being purchased by them herein.

NOW, THEREFORE, in consideration of the Explanatory Statement that shall be deemed to be a substantive part of this Agreement, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. *Purchase and Sale of the Selling Stockholder Shares.*

1.1. *Purchase and Sale.* On the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined below), the Selling Stockholders shall sell, assign, transfer and deliver to the Purchasing Stockholder, and the Purchasing Stockholder shall purchase from the Selling Stockholders, that number of the Selling Stockholder Shares set forth opposite the name of each Selling Stockholder in the Explanatory Statement table.

1.2. *Purchase Price, Payment and Delivery of Certificates.*

1.2.1. *Purchase Price.* The purchase price for the Selling Stockholder Shares (each, a "Total Purchase Price"), shall be as set forth below:

<u>SELLING STOCKHOLDER</u>	<u>COMPANY</u>	<u>TOTAL PURCHASE PRICE</u>
Carl Hyman	Alure Sunrooms, LLC	\$66.00
Carl Hyman	Alure Designs, Inc.	\$215,842.00
Carl Hyman	Alure Home Improvement, Inc. (NY)	\$48,378.00
Carl Hyman	Alure Home Improvement, Inc. (NJ)	\$66.00
Carl Hyman	Alure Home Performance, LLC	\$66.00
Carl Hyman	Alure Basements, Inc.	\$66.00
Carl Hyman	Alexandra Contracting, LLC	\$0.00
Carl Hyman	Sacabo Properties, LLC	\$0.00

Total: \$264,484.00

Robert Hyman	Alure Sunrooms, LLC	\$34.00
Robert Hyman	Alure Designs, Inc.	\$111,192.00
Robert Hyman	Alure Home Improvement, Inc. (NY)	\$24,190.00
Robert Hyman	Alure Home Improvement, Inc. (NJ)	\$33.00
Robert Hyman	Alure Home Performance, LLC	\$34.00
Robert Hyman	Alure Basements, Inc.	\$34.00

Robert Hyman	Alexandra Contracting, LLC	\$0.00
Robert Hyman	Sacabo Properties, LLC	\$0.00

Total: \$135,517.00

1.2.2. *Cash Payment.* At the Closing, the Purchasing Stockholder shall pay to the Selling Stockholders, respectively, in cash or by wire transfer, 1/48th of the Total Purchase Price being purchased pursuant to Section 1.2.1 above.

1.2.3. *Deferred Payment.* At the Closing, the Purchasing Stockholder shall execute in favor of the Selling Stockholders a promissory note (the "Note"), in the form attached hereto as Exhibit A and incorporated herein by reference, to evidence the deferred purchase price obligation of the Purchasing Stockholder to the Selling Stockholders in the principal amount of the Total Purchase Price pursuant to Section 1.1 above. The principal amount of the Note is subject, upon thirty (30) days prior written notice, to decrease adjustment and potential offset as provided in Section 6.1 below. At the Closing, the Note shall be delivered by the Purchasing Stockholder to a designated representative of the Selling Stockholders.

1.2.4. *Delivery of Certificates.* At the Closing, the Selling Stockholders shall deliver to the Purchaser certificates for the Selling Stockholder Shares, duly endorsed in blank or with separate equity powers, for transfer on the books of the Companies to the Purchasing Stockholder for the shares acquired by him.

2. *Closing.* The closing of the purchase and sale of the Selling Stockholder Shares provided for by this Agreement (the "Closing") shall take place on the date and time agreed to between the parties, with an effective date of January 1, 2015.

3. *Ancillary Agreements.*

3.1. *2014 Income Tax Distributions.* Prior to the Closing, the Companies shall make a 2014 year tax distribution to its stockholders in accordance with its past practices.

3.2 *Real Estate.* In regard to any real estate owned in its entirety by all or some of the parties to this Agreement, whether referenced in this Agreement or not, the parties hereby agree that the value of any such real estate at any time over the next fifty (50) years shall be as agreed to in writing between the parties. If no such agreement is reached between the parties within thirty (30) days after a party has requested such a valuation agreement, then the valuation shall be equal to the appraised value of the subject real estate, determined as of the date of the written request, by a real estate appraiser designated by the parties. If the parties can not agree on an appraiser, an arbitrator selected in accordance with §7.3, below, shall choose an appraiser. If any party is dissatisfied with the first appraised valuation, the dissatisfied party may select to have another valuation performed by a second appraiser. If the second valuation is within 15% of the first valuation, the parties shall split the difference between the two valuations to arrive at an agreed-upon value. In the event the second valuation is greater than 15% above or below the first valuation, the parties shall select an arbitrator in accordance with §7.3, below, who shall determine the appraised value. The appraiser, no matter by whom designated, shall

have at least five (5) years' experience as a real estate appraiser, but shall not be affiliated with any party to this Agreement and shall not have done any business in the past with any party to this Agreement. For the purpose of making the appraisal, the appraiser shall (a) be given access to, and may review, subject to appropriate confidentiality arrangements, all relevant books and records and information available to the parties, and (b) not be permitted to apply any valuation discounts for minority ownership. The appraiser shall prepare and submit its written appraisal to the parties. The appraiser's determination shall be conclusive and binding on the parties. Other than as indicated herein, each party shall be liable for one-half of the fees and expenses of the appraiser.

3.3. *Employment Agreements.* At the Closing, the Selling Stockholders shall each enter into a consulting agreement (the "Consulting Agreement") in favor of Alure Home Improvement, Inc. in New York, in the form attached hereto as Exhibit B and incorporated herein by reference.

3.4. *Resignation and Nullification.* At the Closing, the Selling Stockholders shall resign as officers and directors of the Companies and all employment with the Companies shall thereupon cease and terminate, other than as set forth in and originated by this Agreement. Any and all shareholder agreements or stockholder agreements previously entered into by and between the Companies and the Selling Stockholders, or between the Selling Stockholders and the Purchasing Stockholder, shall automatically become null and void.

3.5. *Mutual Release.* Except for the obligations of the Companies to the Selling Stockholders under this Agreement, the Note and the Security Agreement, the obligations of the Selling Stockholders to the Companies and the Purchasing Stockholder under this Agreement, the obligations of the Purchasing Stockholder to the Selling Stockholders under this Agreement and the obligations of the Consulting Agreement (which obligations of the Alure Home Improvement, Inc. and the Selling Stockholders shall survive completion of the Closing), effective as of the completion of the Closing, the Companies and the Selling Stockholders and the Purchasing Stockholder do hereby mutually release each other from any and all other claims, demands and/or causes of action that either of them have or might have, known or unknown, against the other from the beginning of time through the Closing.

4. *Representations and Warranties.*

4.1. *Representations and Warranties of the Selling Stockholders.* Each Selling Stockholder, for itself only and not the other, represents and warrants to the Purchasing Stockholder and the Companies that, as applicable to that Selling Stockholder:

4.1.1. *Ownership of the Selling Stockholder Shares.* The Selling Stockholder is the sole and exclusive record and beneficial owner of the Selling Stockholder Shares. The Selling Stockholder possesses good and merchantable title to the Selling Stockholder Shares, and owns the Selling Stockholder Shares free and clear of any and all security interests, agreements, restrictions, claims, liens, pledges and encumbrances of any nature or kind. The Selling Stockholder has the absolute and unconditional right to sell, assign, transfer and deliver the Selling Stockholder Shares to the Purchasing Stockholder in accordance with the terms of this Agreement.

4.1.2. *Validity of Agreement.* The Selling Stockholder has the legal capacity and authority to enter into this Agreement. This Agreement is a valid and legally binding obligation of the Selling Stockholder and is fully enforceable against the Selling Stockholder in accordance with its terms, except as such enforceability may be limited by general principles of equity, bankruptcy, insolvency, moratorium and similar laws relating to creditors rights generally.

4.1.3. *Agreement Not in Conflict with Other Instruments; No Actions.* The execution, delivery, and performance of this Agreement by the Selling Stockholders and the consummation of the transactions contemplated by this Agreement by the Selling Stockholder will not (a) violate or require any registration, qualification, consent, approval, or filing under (i) any law, statute, ordinance, rule or regulation (collectively "Laws") of any federal, state or local government (collectively "Governments") or any agency, bureau, commission or instrumentality of any Governments (collectively "Governmental Agencies") or (ii) any judgment, injunction, order, writ or decree of any court, arbitrator, Government or Governmental Agency by which the Selling Stockholder or any of his assets or properties is bound; or (b) conflict with, require any consent, approval, or filing under, result in the breach or termination of any provision of, constitute a default under (i) any contract, or other instrument or agreement to which the Selling Stockholder is a party or by which the Selling Stockholder's assets or properties is bound or (ii) any judgment, injunction, order, writ or decree of any court, arbitrator, Government or Governmental Agency by which the Selling Stockholder or any of his assets or properties is bound. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of the Selling Stockholder, threatened challenging the right of the Selling Stockholder to execute, deliver, perform under or consummate the transactions contemplated by this Agreement.

4.1.4. *Brokerage.* The Selling Stockholder has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agent's commissions, or the like in connection with this Agreement or the transactions contemplated hereby.

4.1.5. *Pass-Through Income.* The Selling Stockholder has paid all taxes on the pass through income attributable to him as a stockholder of the Companies, as reported by the Companies to federal and state taxing authorities, for all periods through calendar year 2014.

4.2. *Representations and Warranties of the Companies.* The Companies represent and warrant to the Selling Stockholders that:

4.2.1. *Due Organization; Good Standing; Authority of Companies.* The Companies are each duly organized, validly existing and in good standing under the laws of the states in which they are required to do business. The Companies have the full right, power, and authority to own its properties and assets, and to carry on its business as currently conducted. The Companies are duly licensed, qualified and authorized to do business as a foreign entity, and each is in good standing, in each jurisdiction in which the properties and assets owned or the nature of the business conducted makes such licensing, qualification and authorization legally necessary. A complete and correct copy of each Companies' organizational documents, in each case, as amended to the date of this Agreement have been previously furnished to the Selling Stockholders.

4.2.2. *Validity of Agreement.* The Companies have the power and authority to enter into this Agreement. The Companies have taken all necessary corporate and stockholder action to approve this Agreement. This Agreement is a valid and legally binding obligation of the Companies and is fully enforceable against the Companies in accordance with its terms, except as such enforceability may be limited by general principles of equity, bankruptcy, insolvency, moratorium and similar laws relating to creditors rights generally.

4.2.3. *Agreement Not in Conflict with Other Instruments.* The execution, delivery, and performance of this Agreement by the Companies and the consummation of the transactions contemplated by this Agreement by the Companies will not (a) violate or require any registration, qualification, consent, approval, or filing under (i) any Laws of any Governments or Governmental Agencies or (ii) any judgment, injunction, order, writ or decree of any court, arbitrator, Government or Governmental Agency by which the Companies or any of their assets or properties are bound; or (b) conflict with, require any consent, approval, or filing under, result in the breach or termination of any provision of, constitute a default under, result in the acceleration of the performance of the Companies' obligations under, or result in the creation of any claim, security interest, lien, charge, or encumbrance upon any of the Companies' properties, assets, or business.

4.2.4. *Legal and other Proceedings.* There is no action, suit, proceeding, claim, arbitration, or investigation by any Government, Governmental Agency or other Person (a) pending against the Companies, (b) to the knowledge of the Companies, threatened against or relating to the Companies or any of the Companies' assets or businesses or (c) challenging the Companies' right to execute, deliver, perform under or consummate the transactions contemplated by this Agreement.

4.2.5. *Tax Matters.* The Companies' have duly and timely filed with all appropriate Governmental Agencies all tax returns, information returns, and reports required to be filed. All payroll taxes and other tax withholding obligations of the Companies have been timely satisfied and the amounts thereof have been properly paid over to the applicable Governmental Agency. The Companies' have paid in full all taxes, interest, penalties, assessments and deficiencies owed by the Companies to all taxing authorities. The Companies are not a party to, and are not aware of, any pending or, to the knowledge of the Companies, threatened action, suit, proceeding, or assessment against it for the collection of taxes by any Governmental Agency.

4.2.6. *Personal Guarantees.* The Companies do hereby indemnify and hold harmless the Selling Stockholders from and against any actual losses they suffer post-Closing resulting from personal guarantees they have entered into on behalf of and for the benefit of the Companies and with the Companies' knowledge, prior to Closing. The foregoing sentence shall not apply to any losses arising from or relating to the CompuTool Corporation.

4.3. *Representations and Warranties of the Purchasing Stockholder.* The Purchasing Stockholder represents and warrants to the Selling Stockholders that:

4.3.1. *Validity of Agreement.* The Purchasing Stockholder has the legal capacity and authority to enter into this Agreement. This Agreement is a valid and legally binding obligation of the Purchasing Stockholder and is fully enforceable against the Purchasing Stockholder in accordance with its terms, except as such enforceability may be limited by general

principles of equity, bankruptcy, insolvency, moratorium and similar laws relating to creditors rights generally.

4.3.2. *Agreement Not in Conflict with Other Instruments.* The execution, delivery, and performance of this Agreement by the Purchasing Stockholder and the consummation of the transactions contemplated by this Agreement by the Purchasing Stockholder will not (a) violate or require any registration, qualification, consent, approval, or filing under (i) any Laws of any Governments or Governmental Agencies or (ii) any judgment, injunction, order, writ or decree of any court, arbitrator, Government or Governmental Agency by which the Purchasing Stockholder or any of his assets or properties is bound; or (b) conflict with, require any consent, approval, or filing under, result in the breach or termination of any provision of, constitute a default under (i) any contract, or other instrument or agreement to which the Purchasing Stockholder is a party or by which the Purchasing Stockholder's assets or properties is bound or (ii) any judgment, injunction, order, writ or decree of any court, arbitrator, Government or Governmental Agency by which the Purchasing Stockholder or any of his assets or properties is bound.

4.3.3. *Brokerage.* The Purchasing Stockholder has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agent's commissions, or the like in connection with this Agreement or the transactions contemplated hereby.

4.3.4. *Pass-Through Income.* The Purchasing Stockholder has paid all taxes on the pass through income attributable to him as a stockholder or owner of the Companies, as reported by the Companies to federal and state taxing authorities, for all periods through calendar year 2014.

4.3.5. *Insurance.* The Purchasing Stockholder, directly or via the Companies, shall obtain and maintain term life insurance on himself in an ongoing amount at least equal to the sum of (i) any outstanding balance due the Selling Stockholders under the Note, plus (ii) any balance that would become due over time to the Selling Stockholders under the Consulting Agreements, if the Consulting Agreements were to continue in full force and effect until the date of their expiration. The beneficiaries of such term life insurance shall be the Selling Stockholders or their assigns. Notwithstanding the foregoing, the Purchasing Stockholder may choose to obtain such necessary insurance and collaterally assign the benefits of that policy in accordance with the coverage requirements of this Section 4.3.5 to the Selling Stockholders.

4.3.6. *Personal Guarantees.* The Purchasing Stockholder does hereby indemnify and hold harmless the Selling Stockholders from and against any actual losses they suffer post-Closing resulting from personal guarantees they have entered into on behalf of and for the benefit of the Companies and with the Companies' knowledge, prior to Closing. The foregoing sentence shall not apply to any losses arising from or relating to the CompuTool Corporation.

5. *Deliberately Left Blank for Drafting Purposes.*

6. Indemnification; Survival; Exclusive Remedy.

6.1. *Indemnification by the Selling Stockholders.* Subject to the limitations and specific remedies set forth in this Section 6.1 and in Section 6.4 below, each of the Selling Stockholders, for himself only and not the other, do hereby indemnify and hold harmless the Purchasing Stockholder from and against any actual losses he suffers (including those arising from third party claims) resulting from any breach by the Selling Stockholder of any of representations and warranties under Section 4.1 above. By thirty (30) day written notice to the Selling Stockholders, the Purchasing Stockholder may elect to have any indemnification payments owed to them under this Section 6.1 to be offset as a reduction in the principal amount of the Note outstanding at the time of such written election in lieu of and in satisfaction of the amount owed to them.

6.2. *Indemnification by the Companies.* Subject to the limitations and specific remedies set forth in this Section 6.2 and in Section 6.4 below, the Companies hereby indemnify and hold harmless the Selling Stockholders from and against any actual losses they suffer resulting from any breach by the Companies of any of its representations or warranties under Section 4.2.

6.3. *Indemnification by the Purchasing Stockholder.* Subject to the limitations set forth in this Section 6.3 and in Section 6.4 below, the Purchasing Stockholder does hereby indemnify and hold harmless the Selling Stockholders from and against any actual losses they suffer resulting from any breach by the Purchasing Stockholder of any of his representations and warranties under Section 4.3 above.

6.4. *Survival; Exclusive Remedy; Limitation on Liability.* All representations, warranties and pre-closing covenants of the parties provided in this Agreement shall survive the Closing for purposes of being true as of the Closing. All of the agreements and obligations of the parties to be performed at or after the Closing shall survive the Closing. The right to indemnification or other specific remedy provided in this Agreement based on such representations, warranties or pre-closing covenants shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) about, the accuracy of or compliance with, any such representation, warranty or covenant. Notwithstanding the foregoing, no party shall have any obligation under the indemnification provisions set forth in Sections 6.1 through 6.4, as applicable, for (i) any losses arising from or relating to the CompuTool Corporation, or (ii) for breach of representations, warranties or pre-closing covenants unless the claim is made upon the indemnifying party in writing. The indemnification and specific remedies provided herein shall be the sole and exclusive remedy for the matters referenced therein. As a point of clarification, nothing in this Agreement shall be deemed to operate to relieve any party from tax liabilities that exist now or in the future in regard to, or as a result of, a party's equity ownership in the Companies prior to Closing.

7. Miscellaneous.

7.1. *Assignment; Binding Effect.* This Agreement and the rights hereunder are not assignable unless such assignment is consented to in writing by all parties hereto. This

Agreement shall be binding upon and inure to benefit of the parties and their respective successors, estates, personal representatives and heirs, as applicable.

7.2. *Governing Law.* This Agreement and all rights and obligations of the parties shall be construed and interpreted under and pursuant to the laws of the State of New York applicable to contracts made and performed entirely therein, without giving effect to its conflict of laws principles.

7.3. *Arbitration.* All claims arising between the parties in connection with this Agreement shall be finally resolved by arbitration administered by the American Arbitration Association under and in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered by any court having competent jurisdiction. Disputes shall be identified by the aggrieved party by notice of dispute in writing to the other party setting forth with particularity the issues responsible for the dispute. Upon receipt of such notice, the parties shall attempt in good faith to resolve the dispute and, if they fail to resolve the dispute, shall mediate such dispute pursuant to Section 7.4 prior to submitting the dispute to arbitration. In the event that the parties cannot amicably resolve the issues prior to or as a result of mediation, the dispute shall be submitted to arbitration. The arbitration shall take place in Long Island, New York.

The party initiating arbitration shall request a list of five (5) impartial arbitrators from the office of the American Arbitration Association located in the Long Island, New York. From this list, the parties will alternately strike arbitrators (with the party initiating arbitration making the first strike) until one name is left. The parties agree to facilitate the arbitration by: (i) conducting arbitration hearings to the greatest extent possible on successive, contiguous days; and (ii) observing strictly the time periods established by the American Arbitration Act or by the arbitrator(s) for the submission of evidence and briefs. Discovery in the arbitration shall be as limited as reasonably possible and in no event shall a party be entitled to take more than five (5) depositions (each deposition completed in no more than four hours), ask more than ten narrowly focused interrogatories (sub-parts of an interrogatory deemed as a separate interrogatory), and make more than fifteen narrowly focused document requests (sub-parts of a request deemed as a separate request). Any up-front fees payable to the arbitrator(s) or like up-front fees shall be divided equally between the parties to the arbitration; however the prevailing party shall be reimbursed its costs, including reasonable attorneys' fees and arbitration expenses proportionate to the degree of its success from the other party. The parties acknowledge and agree that arbitration in accordance with this Section 7.3 shall be their sole and exclusive remedy, except as otherwise provided in Section 7.4.

7.4. *Mediation.* Claims shall be submitted to mediation (assuming other good faith attempts to resolve the dispute have failed) prior to submitting such claim to arbitration pursuant to Section 7.3. The mediation shall take place in Long Island, New York, unless another location is agreed by the parties. If the parties are unable to agree upon a mediator, each party shall select a mediator, which mediators in turn shall select the mediator of the dispute. Each party's representation at the mediation shall include a representative having full settlement authority. The parties shall use best efforts to schedule the mediation within thirty (30) days of the delivery of a request for mediation. Any mediation shall be non-binding and anything presented in any mediation shall be subject to Federal Rule of Evidence 408. The parties acknowledge that they agree to mediate disputes in hopes of amicably resolving the matter before incurring significant attorneys' fees which may act as a barrier to settlement of the dispute at a later time. Accordingly, the parties shall mediate in good faith and use reasonable efforts to reach a resolution of the matter.

7.5. *Notices.* All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given one business day after delivery to a nationally recognized overnight courier service, or three business days after the date of mailing when mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to the Selling Stockholders:

Carl Hyman

Robert Hyman

(g) if to the Companies or the Purchasing Stockholder:

Attn: Salvatore Ferro, President

7.6. *Headings and Gender.* The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Agreement. The use of any gender herein is for convenience only and shall be deemed to include the other gender.

7.7. *Fees and Expenses.* Each party shall bear its or his own costs and expenses, including the fees and expenses of its or his accountants and counsel, incurred in connection with this Agreement and the transactions contemplated hereby.

7.8. *Entire Agreement.* This Agreement and the Schedules and Exhibits hereto, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to such subject matter.

7.9. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. A facsimile or email transmission of a signed counterpart of this Agreement shall be sufficient to bind the party or parties whose signature(s) appear thereon.

7.10. *Arm's Length Negotiations.* Each party herein expressly represents and warrants to all other parties hereto that (a) before executing this Agreement, said party has fully

informed itself or himself of the terms, contents, conditions and effects of this Agreement; (b) said party has relied solely and completely upon its or his own judgment in executing this Agreement; (c) said party has had the opportunity to seek and has obtained the advice of its or his own legal, tax and business advisors before executing this Agreement and acknowledge that the law firm of Berenson LLP has represented the Companies in regard to this transaction; (d) said party has acted voluntarily and of its or his own free will in executing this Agreement; (e) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the parties.

BERENSON LLP HAS ACTED AS LEGAL COUNSEL TO THE COMPANIES IN CONNECTION WITH THE PREPARATION OF THIS AGREEMENT AND THE EXHIBITS HERETO AND HAS NOT ACTED, AND WILL NOT ACT (UNLESS OTHERWISE AGREED IN WRITING), AS LEGAL COUNSEL TO ANY MEMBER. EACH INDIVIDUAL PARTY TO THIS AGREEMENT SHOULD CONSULT WITH SUCH PARTY'S OWN LEGAL COUNSEL WITH RESPECT TO ANY MATTERS RELATED TO THIS AGREEMENT, INCLUDING ENTERING INTO THIS AGREEMENT.

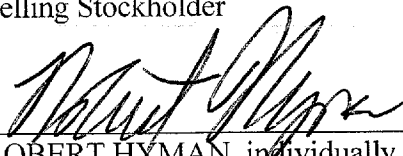
7.11. *Severability.* If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof. The parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provision.

7.12. *Time of the Essence.* Time shall be of the essence with respect to this Agreement and the performance of the obligations of the parties hereunder.

The parties have executed this Equity Purchase Agreement as of the day and year first above written.



CARL HYMAN, individually, as a
Selling Stockholder



ROBERT HYMAN, individually, as
a Selling Stockholder



SALVATORE FERRO, individually
as the Purchasing Stockholder and as President, as to
the Companies