

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468778

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Guide Company of North America | | 03/22/2012 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Weatherford Artificial Lift Systems, LLC | | |
| Street Address: | 2000 St. James | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77056 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4322944 | COBRA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 713-836-6268 | | |
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| Correspondent Name: | Weatherford Artificial Lift Systems, LLC | | |
| Address Line 1: | 2000 St. James | | |
| Address Line 4: | Houston, TEXAS 77056 | | |
| ATTORNEY DOCKET NUMBER: | Cobra | | |
| NAME OF SUBMITTER: | Jonna Treble | | |
| SIGNATURE: | /jonna treble/ | | |
| DATE SIGNED: | 04/06/2018 | | |
| Total Attachments: 49 | | | |
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TRADEMARK ASSIGNMENT

WHEREAS, Daryl Kaltwasser., (hereinafter referred to as ASSIGNOR), is the owner of all right, title and interest to the United States trademarks identified below:

Common Law

Cobra™

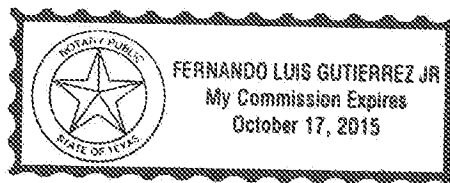
Viper™

WHEREAS, Weatherford Artificial Lift Systems, Inc. (hereinafter referred to as ASSIGNEE) a Delaware Corporation, is desirous of obtaining the right, title and interest in, to the trademarks described above.

FURTHERMORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, hereby sells, assigns, transfers and sets over, unto ASSIGNEE, its successor, legal representatives and assigns, the right, title and interest in, to the trademarks identified above

ASSIGNOR hereby covenants and agrees that ASSIGNOR has full right to convey the trademarks assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

IN WITNESS WHEREOF, I hereunto set out hand and seal this the 22 day
of MARCH, 2012.

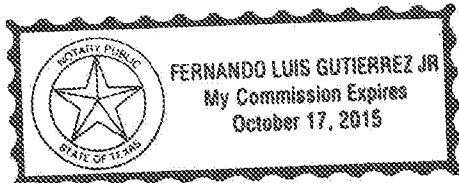


Daryl Kaltwasser


Name: Daryl Kaltwasser

BEFORE ME, the undersigned authority, on this day personally appeared **Daryl Kaltwasser**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he **executed** for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 22 day of MARCH,
2012



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ASSET PURCHASE AGREEMENT

BY AND AMONG

**GUIDE COMPANY OF NORTH AMERICA, INC.,
THE OWNERS OF GUIDE COMPANY OF NORTH AMERICA, INC.,**

AND

WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC.

MARCH 16, 2012

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into this 16th day of March, 2012, by and among Guide Company of North America, Inc., a Texas corporation (the "Seller"), the owners of the Seller listed on the signature page hereto (the "Owners"), and Weatherford Artificial Lift Systems, Inc., a Delaware corporation (the "Buyer").

WITNESSETH:

WHEREAS, the Seller desires to transfer to the Buyer the Business and certain properties and assets and certain of the liabilities related to the Business, and the Buyer desires to acquire such Business, properties and assets and assume such liabilities, all upon the terms and subject to the conditions set forth herein; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and agreements, all as more fully set forth below.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements contained herein, the parties hereto agree as follows:

Article 1 – Purchase and Sale of Assets

1.1 Transferred Assets.

- (a) Subject to the terms and conditions of this Agreement and in consideration of the obligations of the Buyer as provided herein, and except as otherwise provided in Section 1.2 hereof, at the Closing, the Seller shall sell, assign, transfer, grant, bargain, deliver and convey to the Buyer, free and clear of all Liens (except Permitted Liens), the Seller's entire right, title and interest in, to and under the Business, as a going concern, and all assets owned or used by the Seller (other than Excluded Assets) in connection with, relating to or arising out of the Business of every type and description, tangible and intangible, wherever located and whether or not reflected on the books and records of the Seller (all of such assets, properties, rights and business collectively referred to as the "Transferred Assets"), including, but not limited to:
- (i) All Equipment, including the Equipment set forth in Section 1.1(a)(i) of the Disclosure Schedule;
 - (ii) All Inventories, including the Inventories set forth in Section 1.1(a)(ii) of the Disclosure Schedule;
 - (iii) All Accounts Receivable, including the Accounts Receivable set forth in Section 1.1(a)(iii) of the Disclosure Schedule;
 - (iv) All Proprietary Information, including the Proprietary Information set forth in Section 1.1(a)(iv) of the Disclosure Schedule;
 - (v) Subject to Section 1.1(b) hereof, the benefit of all unfilled or outstanding purchase orders, sales or service contracts, other commitments, contracts, engagements and leases to which the Seller is entitled at the Closing and which relate to the Business (the "Entitlements"), all of which Entitlements are set forth in Section 1.1(a)(v) of the Disclosure Schedule;

- (vi) All prepaid expenses and deposits made by the Seller relating to the Business; and
 - (vii) Any goodwill associated with the Business.
- (b) The Seller and the Owners shall use their best efforts to obtain such consents of third parties as are necessary for the assignment of the Transferred Assets. To the extent that any of the Transferred Assets are not assignable by the terms thereof or consents to the assignment thereof cannot be obtained as provided herein, the Transferred Assets shall be held by the Seller in trust for the Buyer and shall be performed by the Buyer in the name of the Seller and all benefits and obligations derived thereunder shall be for the account of the Buyer; provided, however, that where entitlement of the Buyer to such Transferred Assets hereunder is not recognized by any third party, the Seller shall, at the request of the Buyer, enforce in a reasonable manner, at the cost of and for the account of the Buyer, any and all rights of the Seller against such third party.
- (c) Within three days of the Closing Date, the Seller shall notify each Person which may have possession of any of any Transferred Assets at the Closing Date, whether by consignment or otherwise, of the transfer of such Transferred Assets to the Buyer.
- (d) The Seller covenants and agrees to remit to the Buyer within five Business Days of the Seller's receipt any and all amounts received by it after the Closing Date on account of any Entitlements or Accounts Receivable.

1.2 Excluded Assets. Anything in Section 1.1(a) to the contrary notwithstanding, there shall be excluded from the assets, properties, rights and business to be transferred to the Buyer hereunder (a) cash and cash equivalents, (b) securities, (c) life insurance policies owned by the Seller (including associated cash value), (d) prepaid insurance premiums, (e) employee advances, (f) the Seller's organizational records, corporate records and tax records, (g) any accounts receivable from employees or Affiliates of the Seller and (e) the 2005 Ford F-250 truck (collectively, the "Excluded Assets").

1.3 Closing. Subject to the conditions set forth in this Agreement, the Closing shall take place at the offices of the Buyer, 515 Post Oak Blvd., Houston, Texas, at 10:00 a.m. on the date hereof (the "Closing Date"). Title to, ownership of, control over and risk of loss of the Transferred Assets shall pass to the Buyer at the Closing.

1.4 Purchase Price.

- (a) In consideration of the transfer to the Buyer of the Transferred Assets, the Buyer shall:
- (i) On the Closing Date, pay to the Seller an aggregate amount equal to \$2,229,428 in United States dollars in immediately available funds by wire transfer to a bank account or accounts to be designated by the Seller;
 - (ii) On the Closing Date, assume the obligation of the Seller to pay the Trade Payables, all of which Trade Payables are listed (and identified by payee, amount due, and date due) in Section 1.4(a)(ii) of the Disclosure Schedule (the "Assumed Trade Payables"); and
 - (iii) On the Closing Date, assume the obligations of the Seller under the express written terms of the Entitlements to the extent and only to the extent such obligations are not Pre-Closing Obligations (collectively, the "Assumed

Liabilities”), all of which Assumed Liabilities are listed in Section 1.4(a)(iii) of the Disclosure Schedule.

- (b) On the latest date to occur (the “Adjustment Date”) of (1) the date that is 90 days after the Closing Date, (2) the date the Unavailable Assets Report becomes final and binding on the parties hereto, and (3) the date the Statement becomes final and binding on the parties hereto, the Purchase Price will be:
- (i) reduced by the amount (if any) reflected in the Unavailable Assets Report;
 - (ii) reduced by the amount (if any) of all Accounts Receivable outstanding for 90 days or less on the Closing Date that have not been collected as of such date. Notwithstanding the foregoing or anything in this Agreement to the contrary, any Accounts Receivable of the Buyer or its Affiliates that have been outstanding for 90 days or less on the Closing Date that have not been collected as of such date will not reduce the Purchase Price; and
 - (iii) further increased or reduced as follows:
 - (A) increased by the amount (if any) by which the Closing Working Capital exceeds the Target Working Capital; or
 - (B) reduced by the amount, if any, by which the Target Working Capital exceeds the Closing Working Capital.
- (c) If the adjustments to the Purchase Price pursuant to Section 1.4(b) result in a net decrease in the Purchase Price, the Sellers shall pay the Buyer the amount of such decrease. If the adjustments to the Purchase Price pursuant to Section 1.4(b) result in a net increase in the Purchase Price, the Buyer shall pay the Sellers the amount of such increase. All payments made pursuant to this Section 1.4(c) shall be paid within five Business Days of the Adjustment Date. Any payments to be made shall be paid in immediately available funds by wire transfer to a bank account or accounts to be designated by the Buyer or the Sellers, as applicable. All payments made pursuant to this Section 1.4(c) shall be deemed to be adjustments to the Purchase Price.
- (d) Any such payments to be made shall be paid in immediately available United States funds by wire transfer to a bank account to be designated by the Buyer or the Seller, as applicable. All payments made pursuant to this Section 1.4(b) shall be deemed to be adjustments to the Purchase Price.
- (e) The amount specified in Section 1.4(a)(i), as adjusted pursuant to Section 1.4(b), is herein referred to as the “Purchase Price”.

1.5 Equipment Purchase Price Adjustment.

- (a) If the Seller transfers, or suffers the destruction, material damage (such that it is no longer in good working order) or loss of, any Equipment set forth in Section 1.1(a)(i) of the Disclosure Schedule intended to be transferred to the Buyer hereunder as a Transferred Asset (other than the Equipment set forth in Exhibit A to this Agreement, for which no adjustment will be made pursuant to this Section 1.5), the Seller shall, within 30 days following the Closing Date, replace such asset with a Replacement Asset or, in the case of material damage, the Seller shall repair such asset to good working order, as determined in the reasonable discretion of the Buyer. If any such transferred, destroyed,

lost or damaged assets are not replaced or repaired by the Seller in accordance with this section (such assets, the “Unavailable Assets”), then the Purchase Price shall be reduced by an amount equal to the value ascribed to such Unavailable Asset(s) or an amount equal to the reasonable cost of repairing such Unavailable Asset(s) to good working order, as applicable. For purposes of this Section 1.5(a), if an Unavailable Asset is transferred, destroyed or lost, the Purchase Price shall be reduced by the asset’s Fair Market Value and if an Unavailable Asset is materially damaged, the Purchase Price shall be reduced by the reasonable cost to repair such asset (but not in excess of the asset’s Fair Market Value) back to good working order.

- (b) The Buyer shall within 90 calendar days after the Closing Date prepare or cause to be prepared a report reflecting any Unavailable Assets and the calculation of the reduction in the Purchase Price as a result of those Unavailable Assets calculated in accordance with Section 1.5(a) (the “Unavailable Assets Report”) and shall deliver the Unavailable Assets Report to the Seller. The Buyer shall provide the Seller with access to copies of all work papers and other relevant documents to verify the information contained in the Unavailable Assets Report. The Seller shall have a period of 20 calendar days after delivery to them of the Unavailable Assets Report to review the Unavailable Assets Report and make any objections in writing to the Buyer. If written objections to the Statement are delivered to the Buyer within such 20-day period, then the Buyer and the Seller shall attempt to resolve the matter or matters in dispute. If no written objections are made to the Unavailable Assets Report within the time period provided above, the Unavailable Assets Report shall become final and binding on the parties hereto, and the Purchase Price shall be reduced by the amount (if any) reflected in the Unavailable Assets Report net of any reduction to the Purchase Price attributed to such Unavailable Assets in any adjustment pursuant to Section 1.6.
- (c) If written objections are made to the Unavailable Assets Report within the time period provided in Section 1.5(b) and such disputes cannot be resolved by the Buyer and the Seller within 25 calendar days after the delivery of the objections to the Unavailable Assets Report, then any party with notice to the other parties may submit the specific matters in dispute to a third-party appraiser mutually acceptable to the parties, or if such firm is unable or unwilling to serve, by another person mutually acceptable to the parties (the “Appraiser”), which firm shall render its opinion as to such matters. Based on such opinion, the Appraiser will then send to the Buyer and the Seller its determination in writing on the specific matters in dispute, including any resulting revisions to the Unavailable Assets Report, which determination shall be final and binding on the parties hereto. The Unavailable Assets Report, including revisions, if any, made by the Appraiser, shall then become final and binding on the parties hereto, and the Purchase Price shall be reduced by the amount (if any) reflected in the Unavailable Assets Report net of any reduction to the Purchase Price attributed to such Unavailable Assets in any adjustment pursuant to Section 1.6. The fees and other costs charged by the Appraiser shall be borne by the Buyer, on the one hand, and the Seller, on the other hand, equally.
- (d) The “Fair Market Value” of any Equipment set forth in Section 1.1(a)(i) of the Disclosure Schedule intended to be a Transferred Asset for purposes of this Section 1.5 shall be the value of such asset in good working order as of the Closing Date as agreed to by the Buyer and the Seller, or if the parties cannot agree within five Business Days, the value

of such asset in good working order as of the Closing Date as determined by the Appraiser in connection with its review of the Unavailable Assets Report. If there is a dispute among the Buyer and the Seller regarding the Fair Market Value of any Unavailable Assets reflected in the Unavailable Assets Report at the time such report is submitted to the Appraiser, the Seller and the Buyer shall each submit to the Appraiser its proposed Fair Market Value for such Unavailable Assets at the time the Unavailable Assets Report is submitted to the Appraiser. The Appraiser shall determine the Fair Market Value of such Unavailable Assets in connection with reaching its determination as described in Section 1.5(c).

1.6 Working Capital Purchase Price Adjustment.

- (a) The Buyer shall within 90 calendar days after the Closing Date prepare or cause to be prepared a statement reflecting the Closing Working Capital and the calculation thereof (the “Statement”) and shall deliver the Statement to the Seller. The Buyer shall provide the Seller with access to copies of all work papers and other relevant documents to verify the information contained in the Statement. The Statement shall be prepared in accordance with Section 1.6(c). The Seller shall have a period of 20 calendar days after delivery to them of the Statement to review the Statement and make any objections in writing to the Buyer. If written objections to the Statement are delivered to the Buyer within such 20-day period, then the Buyer and the Seller shall attempt to resolve the matter or matters in dispute. If no written objections are made to the Statement within the time period provided above, the Statement shall become final and binding on the parties hereto.
- (b) If written objections are made to the Statement within the time period provided in Section 1.6(a) and such disputes cannot be resolved by the Buyer and the Seller within 25 calendar days after the delivery of the objections to the Statement, then any party with notice to the other parties may submit the specific matters in dispute to KPMG or such other recognized independent accounting firm as may be approved by the Buyer and the Seller, which firm shall render its opinion as to such matters. Based on such opinion, such accounting firm will then send to the Buyer and the Seller its determination in writing on the specific matters in dispute, including any resulting revisions to the Statement, which determination shall be final and binding on the parties hereto. The Statement, including revisions, if any, made by such accounting firm, shall then become final and binding on the parties hereto. The fees and other costs charged by the independent accounting firm shall be borne by the Buyer, on the one hand, and the Seller, on the other hand, equally. If, within 180 days after the submission of any matters in dispute to KPMG or such other accounting firm as was approved by the parties, the accounting firm has not rendered an opinion with respect to the disputed matters, then any party with notice to the other parties may request that the disputed matters be submitted to another recognized independent accounting firm. If a party makes such a request, the disputed matters will be submitted to such other accounting firm as the Buyer and the Seller mutually approve, and such other accounting firm will render its opinion and make the final and binding determination on the matters in dispute pursuant to this Section 1.6(b).
- (c) For purposes of preparing the Statement, (i) there shall be no increases in the Closing Working Capital by virtue of any non-cash adjustments made after May 31, 2011, other

than accrued accounts receivable or accounts payable in the ordinary course of business, (ii) any increases or decreases in the net book value of Inventories or Accounts Receivable shall reflect only increases or decreases resulting from transactions in the ordinary course of business after May 31, 2011, (iii) there shall be no adjustments for extraordinary charges or expenses after May 31, 2011, (iv) the book value of the Inventories shall be reduced by the book value of any Inventories that are damaged, obsolete or otherwise not saleable (but to the extent that any such adjustments are made, the Buyer shall within 10 Business Days following the Adjustment Date assign to the Seller such damaged, obsolete or otherwise not saleable Inventories and the Seller shall be permitted to liquidate such Inventories) and increased or decreased, as applicable, for any costing or value errors (determined in a manner consistent the Seller's historical accounting practices, consistently applied), and (v) the book value of the Accounts Receivable shall be reduced by the book value of any Accounts Receivable that have been outstanding in excess of 90 days on the Closing Date, with the exception of the Buyer's or the Buyer's Affiliate's Accounts Receivable that have been outstanding in excess of 90 days on the Closing Date.

1.7 Liabilities Not Assumed by the Buyer. Except for the Assumed Liabilities and the Assumed Trade Payables, the Seller and the Owners shall pay and discharge in due course all liabilities, debts and obligations relating to the Seller, the Transferred Assets or the Business, whether known or unknown, now existing or hereafter arising, contingent or liquidated, including, without limitation, (i) any Tax liabilities pertaining to the Seller, the Owners, the Transferred Assets or the Business for periods prior to and including the Closing Date, (ii) any Debt Obligations, (iii) all liabilities and obligations relating to any products manufactured, sold or distributed or services provided by or on behalf of the Seller or with respect to any claims made pursuant to warranties to third Persons in connection with products manufactured, sold or distributed or services provided by or on behalf of the Seller, (iv) all Pre-Closing Obligations, (v) all liabilities with respect to employees of the Business arising prior to Closing including, without limitation, all withholdings and earned vacation pay, and (vi) all liabilities and obligations of any Person arising prior to the Closing or related to the conduct or operation of the Transferred Assets or the Business on or prior to the Closing Date (collectively, the "Retained Liabilities"), and the Buyer shall not assume, or in any way be liable or responsible for, any of such Retained Liabilities.

1.8 Transfer Taxes; Recording Fees. The Buyer, the Seller and the Owners acknowledge and agree that the Purchase Price includes and is inclusive of any and all sales, use, value added, stamp, transfer or other similar Taxes imposed as a result of the consummation of the transactions contemplated by this Agreement, and the Seller and the Owners hereby jointly and severally agree to indemnify the Buyer against, and agree to protect, save and hold the Buyer harmless from, any loss, liability, obligation or claim (whether or not ultimately successful) for sales, use, transfer or other similar Taxes (and any interest, penalties, additions to Taxes and fines thereon or related thereto) imposed as a result of the consummation of the transactions contemplated by this Agreement. The Buyer shall pay any and all taxes, recording, filing or other fees relating to the conveyance or transfer of the Transferred Assets from the Seller to the Buyer. The Buyer shall pay any and all taxes regarding vehicles to be transferred.

1.9 Allocation of Purchase Price. The Purchase Price shall be allocated among the Transferred Assets and the covenants of the Seller and the Owners contained in Section 4.4 hereof as set

forth in Exhibit A attached hereto based on the fair market value of the Transferred Assets on the Closing Date, the estimated value of such covenants, and in accordance with Section 1060 of the Code, subject to any adjustments to the Purchase Price pursuant to Section 1.4(b). The Buyer and the Seller for themselves and for their respective successors and assigns covenant and agree that each will file their Forms 8594 with their respective income tax returns for the taxable year that includes the date hereof and in accordance with such allocation. Such allocation shall be adjusted to correspond to any adjustments to the Purchase Price pursuant to Section 1.4(b).

1.10 Prorations of Certain Expenses and Property Taxes.

- (a) The Seller warrants that the Transferred Assets are not, and on the Closing Date will not be, subject to or liable for any special assessments or similar types of impositions. Any general property Tax assessed against or pertaining to the Transferred Assets for the taxable period that includes the Closing Date shall be prorated between the Buyer and the applicable Seller as of the Closing Date. In the event the amount of any such general property Tax cannot be ascertained as of the Closing Date, proration shall be made on the basis of the preceding year, the Buyer shall receive a credit against the Purchase Price on the Closing Date for the applicable Seller's pro rata portion of such general property Taxes, and to the extent that such proration may be inaccurate, the Seller and the Buyer agree to make such payment to the other after the tax statements have been received as is necessary to allocate such general property Tax properly between the Seller and the Buyer as of the Closing Date.
- (b) Except as otherwise provided in this Agreement, the Seller and the Buyer agree that amounts payable with respect to utility charges and other items of expense attributable to the conduct of the Business shall be prorated as of the Closing Date to the extent the charges and expenses cannot be identified as to the party that received the benefits to which such charges and expenses relate. To the extent such amounts are estimated on the Closing Date and such prorations are inaccurate, the Seller and the Buyer agree to make such payment to the other after such amounts are correctly computed as is necessary to allocate such charges properly between the Seller and the Buyer as of the Closing Date.

1.11 Closing Deliveries.

- (a) At Closing, the Seller and the Owners shall deliver or cause to be delivered to the Buyer, the following:
 - (i) such bills of sale, assignments (including but not limited to assignments of leases and patents pending) and other instruments of transfer, assignment and conveyance, as shall be necessary to vest in the Buyer all the right, title and interest in and to the Transferred Assets;
 - (ii) satisfactory evidence of the release of Liens on the Transferred Assets and the termination of any financing statements relating thereto;
 - (iii) certificates issued by appropriate Governmental Entities evidencing the good standing of the Seller, as of a date not more than five calendar days prior to the Closing Date, in the jurisdiction of their formation and in jurisdictions in which they are qualified to do business as a foreign entity, and to the extent provided for under applicable law, certificates or other writings issued by

appropriate Governmental Entities evidencing that all applicable franchise Taxes have been paid by the Seller;

- (iv) the Transition Services Agreement, duly executed by the Seller;
- (v) an employment agreement for Daryl Kaltwasser in form and substance satisfactory to the Buyer, duly executed by Daryl Kaltwasser;
- (vi) a lease agreement for the lease of the Seller's facility in Bryan, Texas, duly executed by the Owners;
- (vii) certified copies of resolutions of the board of directors and shareholders, as applicable, of the Seller approving this Agreement and the transactions contemplated hereby;
- (viii) copies of any licenses, consents, approvals or other authorizations from Government Entities necessary or appropriate for the Seller and the Owners to consummate the transactions contemplated by this Agreement; and
- (ix) such other documents and instruments as may be reasonably required to consummate the transactions contemplated by this Agreement and to comply with the terms hereof.

(b) At Closing, the Buyer shall deliver or cause to be delivered to the Seller, the following:

- (i) the Transition Services Agreement, duly executed by the Buyer;
- (ii) an employment agreement for Daryl Kaltwasser in form and substance satisfactory to Daryl Kaltwasser, duly executed by the Buyer or an Affiliate of the Buyer;
- (iii) a lease agreement for the Seller's facility in Bryan, Texas duly executed by the Buyer or an Affiliate of the Buyer;
- (iv) certified copies of resolutions of the board of directors of the Buyer approving this Agreement and the transactions contemplated hereby;
- (v) copies of any licenses, consents, approvals or other authorizations from Government Entities necessary or appropriate for the Buyer to consummate the transactions contemplated by this Agreement;
- (vi) the amount specified in Section 1.4(a)(i) hereof; and
- (vii) such other documents and instruments as may be reasonably required to consummate the transactions contemplated by this Agreement and to comply with the terms hereof.

Article 2 – Representations, Warranties and Covenants of the Seller and the Owners

The Seller and the Owners hereby jointly and severally represent and warrant to the Buyer and covenant and agree as follows:

2.1 Corporate Matters. The Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of Texas. The Seller is duly authorized, qualified and licensed and has all requisite power and authority under all applicable laws, ordinances and

orders of public authorities to own, operate and lease its properties and assets and to carry on its business in the places and in the manner currently conducted. The Seller is qualified to transact business as a foreign entity and is in good standing in the jurisdictions, if any, specified in Section 2.1 of the Disclosure Schedule, and there is no other jurisdiction in which the nature and extent of the Business or the character of the Seller's assets makes such qualification necessary. The Seller has all requisite corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement, and the Owners has all requisite legal capacity, power and authority to enter into this Agreement and to perform his obligations under this Agreement. The Owners collectively own beneficially and of record all of the issued and outstanding shares or other equity interests of the Seller free and clear of all Liens (except Permitted Liens).

2.2 Validity of Agreement; Absence of Conflicts with Other Instruments.

- (a) This Agreement and all transactions contemplated hereby, have been duly authorized and approved by the board of directors and shareholders of the Seller. No further corporate action is necessary on the part of the Seller to execute and deliver this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Seller and the Owners and is a legal, valid and binding obligation of each of them enforceable against them in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect that affect creditors' rights generally and by legal and equitable limitations on the availability of specific remedies.
- (b) The execution, delivery and performance of this Agreement and the other agreements and documents to be delivered by the Seller and the Owners to the Buyer, the consummation of the transactions contemplated hereby or thereby, and the compliance with the provisions hereof or thereof, by the Seller and the Owners will not, with or without the passage of time or the giving of notice or both: (i) conflict with, constitute a breach, violation or termination of any provision of, or give rise to any right of termination, cancellation or acceleration, or loss of any right or benefit or both, under, any of the Entitlements; (ii) conflict with or violate the certificate of formation or bylaws of the Seller; (iii) result in the creation or imposition of any Lien on any of the Transferred Assets; (iv) result in an acceleration or increase of any amounts due with respect to any of the Assumed Liabilities or the Assumed Trade Payables; (v) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to the Seller or the Owners or any of their respective properties or assets; or (vi) conflict with, constitute a breach, violation or termination of any agreement or understanding, whether written or otherwise, to which the Seller or any Owner is a party or by which any of them are bound.

2.3 Approvals, Licenses and Authorizations.

- (a) No order, license, consent, waiver, authorization or approval of, or exemption by, or the giving of notice to, or the registration with, or the taking of any other action in respect of, any Person not a party to this Agreement, including any Government Entity, and no filing, recording, publication or registration in any public office or any other place is now, or under existing law in the future will be, necessary on behalf of the Seller or the Owners to authorize their execution, delivery and performance of this Agreement or any

other agreement contemplated hereby to be executed and delivered by the Seller or the Owners and the consummation of the transactions contemplated hereby or thereby (including, but not limited to, assignment of the Transferred Assets), or to effect the legality, validity, binding effect or enforceability thereof.

- (b) All licenses, permits, concessions, warrants, franchises and other governmental authorizations and approvals of all Governmental Entities required or necessary for the Seller to carry on the Business in the places and in the manner currently conducted have been duly obtained and are in full force and effect. No violations are in existence or have been recorded with respect to such licenses, permits or other authorizations and no proceeding is pending or, to the best knowledge of the Seller and the Owners, threatened with respect to the revocation or limitation of any of such licenses, permits or other authorizations. The Seller has complied with all laws, rules, regulations and orders applicable to the Business, and all rules, regulations and orders respecting the provision of services by the Seller.

2.4 Title to and Condition of Properties.

- (a) All Equipment is set forth in Section 1.1(a)(i) of the Disclosure Schedule. Except for the consigned goods listed in Section 2.4(a) of the Disclosure Schedule, the Seller has good and marketable title to all Equipment free and clear of all Liens (except Permitted Liens). All of the Equipment is in the Seller's possession and control and is in good and working condition, reasonable wear and tear for Equipment of similar age excepted.
- (b) As of the date of this Agreement, all Inventories are set forth in Section 1.1(a)(ii) of the Disclosure Schedule. The Seller has good and marketable title to all Inventories free and clear of all Liens (except Permitted Liens). All Inventories are in the Seller's possession and control and are in good and saleable condition.
- (c) The Accounts Receivable are owned by the Seller free and clear of all Liens. All Accounts Receivable were generated in the ordinary course of business and to the best knowledge of the Seller are collectable within 90 days following the Closing Date.
- (d) The Seller owns, free and clear of all Liens (except Permitted Liens), or possess licenses or other rights to use all rights to all Proprietary Information necessary for the conduct of the Business as currently conducted. At the Closing, the Seller will transfer or cause to be transferred to the Buyer all Proprietary Information necessary for the conduct of the Business as currently conducted. Set forth in Section 1.1(a)(iii) of the Disclosure Schedule is a complete and accurate list of all patents, trademarks and licenses the Seller owns or possess or otherwise have rights to use and that pertain to the Business. No licenses, sublicenses, covenants or agreements have been granted or entered into by the Seller in respect of the items listed in Section 1.1(a)(iii) of the Disclosure Schedule except as noted thereon. Neither the Seller nor any Owner has received any notice of infringement, misappropriation or conflict from any other Person with respect to such Proprietary Information and, the conduct of the Business has not infringed, misappropriated or otherwise conflicted with any Proprietary Information of any such Person. Neither the Seller nor any Owner has given any indemnification for patent, trademark, service mark or copyright infringements except to licensees or customers in the ordinary course of business. All of the Proprietary Information that is owned by the Seller is owned free and clear of all Liens (except Permitted Liens) and all such

Proprietary Information will be transferred to the Buyer free and clear of all Liens (except Permitted Liens), including any claims by any claimed or alleged co-inventors or co-owners. All Proprietary Information that is licensed by the Seller from third parties is licensed pursuant to valid and existing license agreements and such interests are not subject to any Liens other than those under the applicable license agreements and Permitted Liens. The consummation of the transactions contemplated by this Agreement will not result in the loss of any Proprietary Information and will not conflict with, constitute a breach, violation or termination of any agreement or understanding, whether written or otherwise, relating to any Proprietary Information necessary for the conduct of the Business as currently conducted. Notwithstanding the foregoing, with respect to any representations or warranties of non-infringement by the intellectual property embodied in patent applications of the Owners or the Seller which relate to the Businesses and for which patents have not yet been issued, such representation or warranties are qualified by "to the knowledge of the Seller and the Owners".

- (e) All Real Property is set forth in Section 2.4(e) of the Disclosure Schedule. The Real Property is the only real property used by the Seller in the conduct of the Business and the Seller and its Affiliates do not own any of the Real Property. The Seller is the sole lessee or has succeeded to the rights of the lessee of the Real Property. A true and correct copy of the leases governing the Real Property, as amended to date and including any letter agreements relating thereto, has been furnished by the Seller to the Buyer. Neither the Seller nor, to the knowledge of the Seller and the Owners, any other party to any such lease is in default or breach (with or without due notice or lapse of time or both) in any material respect under the terms of any such lease. The Seller either owns the improvements and fixtures located on the Real Property or validly occupies and uses such improvements and fixtures in accordance with the terms of each lease of Real Property, in each case free and clear of all Liens. The Seller is in peaceful and undisturbed possession of the Real Property. The Seller has not received any written notice of any appropriation, condemnation or like proceeding or of any violation of any applicable zoning or similar law relating to or affecting the Real Property, and to the best knowledge of the Seller and the Owners, no such proceeding has been threatened or commenced.
- (f) The Transferred Assets include all assets used in connection with or relating to the Business of every type and description, tangible and intangible, wherever located and whether or not reflected on the books and records of the Seller (but not including Excluded Assets) and are sufficient to conduct the Business as historically conducted. To the extent that any of the Transferred Assets are not in the possession by the Seller, the Seller shall cause the holder thereof to transfer and assign such assets to the Buyer at the Closing.

2.5 Contracts and Commitments.

- (a) Except as set forth in Section 2.5 of the Disclosure Schedule, none of the Transferred Assets is subject to and the Seller is not a party to or bound by: (i) any agreement, contract or commitment requiring the expenditure or series of related expenditures of funds in excess of \$10,000 (other than purchase orders in the ordinary course of business for goods necessary for the Seller to complete then existing contracts or purchase orders); (ii) any agreement, contract or commitment requiring the payment for goods or services whether or not such goods or services are actually provided or the provision of goods or

services at a price less than the Seller's cost of producing such goods or providing such services; (iii) any loan or advance to, or investment in, any Person or any agreement, contract, commitment or understanding relating to the making of any such loan, advance or investment; (iv) any Debt Obligations; (v) any management service, employment, consulting or other similar type contract or agreement; (vi) any agreement, contract or commitment that would limit the freedom of the Buyer or any of its Affiliates following the Closing Date to engage in any line of business, to own, operate, sell, transfer, pledge or otherwise dispose of or encumber any of the Transferred Assets or to compete with any Person or to engage in any business or activity in any geographic area; (vii) any agreement, lease, contract or commitment or series of related agreements, leases, contracts or commitments not entered into in the ordinary course of business or, except for agreements to purchase or sell goods and services entered into in the ordinary course of business of the Seller, not cancelable by the Seller without penalty to the Seller within 30 calendar days; (viii) any agreement or contract obligating the Seller or that would obligate or require any subsequent owner of the Business or any of the Transferred Assets to provide for indemnification or contribution with respect to any matter; (ix) any sales, agency, distributorship or similar agreement relating to the products sold or services provided by the Seller; or (x) any license, royalty or similar agreement.

- (b) The Seller is not in breach of any provision of, or in default (and neither the Seller nor any of the Owners has knowledge of any event or circumstance that with notice, or lapse of time or both, would constitute an event of default) under the terms of any of the Entitlements that constitute a part of the Transferred Assets. All of the Entitlements that constitute a part of the Transferred Assets are in full force and effect, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect that affect creditors' rights generally and by legal and equitable limitations on the availability of specific remedies. Neither the Seller nor any of the Owners is aware of any pending or threatened disputes with respect to any of the Entitlements. The enforceability of the Entitlements that constitute a part of the Transferred Assets will not be affected in any manner by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

2.6 Financial Statements. Attached as Section 2.6 of the Disclosure Schedule are complete and accurate copies of (i) the unaudited balance sheets of the Seller as of December 31, 2011, and (ii) the unaudited statement of income of the Seller for the period ended December 31, 2011 (collectively, the "Financial Statements"). The Financial Statements (i) fairly present the financial position of the Seller as of their respective dates and the results of operations of the Business for the periods indicated therein, (ii) have been prepared in accordance with sound business practices applied on a consistent basis throughout the periods covered by the Financial Statements and fairly and accurately represent the operations of Seller's Business and (iii) have not been rendered untrue, incomplete or unfair as representations of the financial condition of the Transferred Assets or the Business by events subsequent to the date of the Financial Statements. The unaudited balance sheet of the Seller as of December 31, 2011, is the most recently available balance sheet of the Seller and the unaudited statement of income of the Seller for the period ended December 31, 2011, represents the most recently ended fiscal year of the Seller.

2.7 No Adverse Change. Since May 31, 2011, (a) the Business has operated in the ordinary course consistent with past practice, (b) the Business has not been adversely affected in any material way as the result of any fire, explosion, accident, riot, civil or labor disturbance, strike, boycott, lockout, flood, drought, storm, earthquake, embargo or other casualty or act of God or the public enemy, and (c) there has been no material adverse change in the condition of the Business or in the condition of the assets of the Seller nor has any event or condition occurred that could reasonably result in such a material and adverse change.

2.8 Taxes.

- (a) All Tax Returns that are required to be filed (taking into account all extensions) on or before the Closing Date for, by, on behalf of or with respect to the Seller, including, but not limited to, those relating to the Business, the Transferred Assets and the Assumed Liabilities, and those which include or should include the Seller, the Transferred Assets or the Assumed Liabilities, have been or will be timely filed with the appropriate foreign, federal, state and local authorities on or before the Closing Date, and all Taxes shown to be due and payable on such Tax Returns or related to such Tax Returns have been or will be timely paid in full on or before the Closing Date.
- (b) None of such Tax Returns is now under audit or examination by any foreign, federal, state or local authority and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the assessment or collection of any Tax or deficiency of any nature against the Seller, the Business or the Transferred Assets, or with respect to any such Tax Return, or any suits or other actions, proceedings, investigations or claims now pending or threatened against the Seller, the Business or the Transferred Assets with respect to any Tax, or any matters under discussion with any foreign, federal, state or local authority relating to any Tax, or any claims for any additional Tax asserted by any such authority.

2.9 Environmental Matters.

- (a) Neither the Seller nor, to the knowledge of the Seller and the Owners, any prior owner or operator of the businesses conducted by the Seller has caused or allowed the generation, use, treatment, storage, or disposal of Hazardous Materials at any site or facility owned, leased or operated by the Seller except to the extent the same would not result in any liability, contingent or otherwise, to the Buyer or its Affiliates.
- (b) The Seller does not own nor lease nor has previously owned or leased any real property, improvements or related assets that have been subject to the release of any Hazardous Materials.
- (c) The Seller has secured all Environmental Permits necessary to the conduct of the Business, all such Environmental Permits are subsisting and in good standing, the Seller is in compliance with such permits and all such Environmental Permits can be transferred to the Buyer in a manner that allows the Buyer to continue to operate the Business after Closing in compliance with Environmental Laws.
- (d) The Seller has not received any notice, nor is the Seller or any of the Owners aware, of any proposal to amend, revoke or replace any Environmental Permit, or requiring the issuance of any additional Environmental Permit, the Transferred Assets or the Business.

- (e) The Seller has not received inquiry or notice nor does the Seller or any of the Owners have any reason to suspect or believe that the Seller will receive inquiry or notice of any actual or potential proceedings, claims, lawsuits or losses related to or arising under any Environmental Law and relating to the Seller.
- (f) The Seller is not currently operating or required to be operating under any compliance order, schedule, decree or agreement, any consent decree, order or agreement, or corrective action decree, order or agreement issued or entered into under any federal, state, provincial or local statute, regulation or ordinance regarding the environment or health or safety in the work place.
- (g) To the best knowledge of the Seller and the Owner, the Seller is in compliance in all respects with all applicable limitations, restrictions, conditions, standards, prohibitions, requirements and obligations established under Environmental Laws.
- (h) There are no underground storage tanks located on any of the Transferred Assets.
- (i) None of the Transferred Assets is encumbered by a Lien arising or imposed under Environmental Laws.
- (j) No notice or other filing, consent or approval is required under any Environmental Law as a prerequisite to the transfer of the Business and the Transferred Assets to the Buyer.
- (k) The Seller has provided the Buyer with copies of all environmental audits, assessments or other evaluations of the Business or any of the Transferred Assets that are in the possession of the Seller or are subject to their control.

2.10 No Litigation. Except as set forth in Section 2.10 of the Disclosure Schedule, there is no action, suit, claim, judgment, investigation or legal, administrative, arbitration or other proceeding, or governmental investigation or examination, pending or, to the knowledge of the Seller and the Owners, threatened against or affecting the Seller, the Business or any of the Transferred Assets, at law or in equity, before or by any Government Entity and, to the best knowledge of the Seller and the Owners, no basis exists for any such action, suit, claim, investigation or proceeding. To the knowledge of the Seller and the Owners, there is no change in any zoning or building ordinance pending or threatened against or affecting the Seller, the Business or any of the Transferred Assets. No preliminary or permanent injunction or other order of any court or other Government Entity is in effect nor is there in effect any statute, rule, regulation or executive order promulgated or enacted by any Government Entity that, in any such case, prevents the consummation of the transactions contemplated by this Agreement. No suit, action, claim, proceeding or investigation before any Government Entity has been commenced or threatened by any Person (other than the Buyer or any of its Affiliates) seeking to prevent the sale of the Transferred Assets or asserting that the sale of all or a portion of the Transferred Assets would be unlawful.

2.11 Warranties and Product Liability.

- (a) Except for (i) warranties implied by law and (ii) warranties disclosed in Section 2.11 of the Disclosure Schedule, the Seller has not given or made any warranties in connection with the sale or rental of goods or services on or prior to the Closing, including, without limitation, warranties covering the customer's consequential damages. Neither the Seller nor any Owner is aware of any state of facts or the occurrence of any event forming the basis of any present claim against the Seller with respect to warranties relating to

products manufactured, sold or distributed by the Seller or services performed by or on behalf of the Seller on or prior to the Closing.

- (b) To the knowledge of the Seller and the Owners, there is no state of facts or any event forming the basis of any present claim against the Seller, the Business or the Transferred Assets not fully covered by insurance, except for deductibles and self-insurance retentions, for personal injury or property damage alleged to be caused by products shipped or services rendered by or on behalf of the Seller.

2.12 Employee Matters.

- (a) Section 2.12(a) of the Disclosure Schedule contains a true, complete and accurate list of each person employed by the Seller, together with such individual's title or job description and date of hire by the Seller, and, for each employee of the Seller who is compensated on a salaried basis, such individual's salary, the last date of increase of his salary, and his incentive compensation arrangements with the Seller.
- (b) Except as and to the extent set forth on Section 2.12(b) of the Disclosure Schedule,
 - (i) there is no labor strike, work stoppage, lockout or material dispute or material slowdown pending or, to the best knowledge of the Seller and the Owners, threatened against the Seller, and there has not been any such action during the last three years,
 - (ii) the Seller is not a party to or bound by any (A) collective bargaining or similar agreement with any labor organization or (B) written work rules or practices agreed to with any labor organization or employee association applicable to employees of the Seller, (iii) no employee of the Seller is represented by any labor organization and, to the best knowledge of the Seller and the Owners, there are no current union organizing activities among the employees of the Seller, and (iv) there are no material written personnel policies, rules or procedures applicable to employees of the Seller.
- (c) During the last four years, the Seller has not effectuated (i) a "plant closing" (as defined in the Worker Adjustment Retraining Notification Act of 1988 (the "WARN Act")) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Seller, or (ii) a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the Seller; and the Seller has not been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local law. None of the Seller's employees has suffered an "employment loss" (as defined in the WARN Act) during the past six months.
- (d) To the extent applicable, all Seller Benefit Plans have been operated in compliance with COBRA.
- (e) Neither the Seller nor any ERISA Affiliate currently sponsors, maintains or contributes to, or during the last six years has sponsored, maintained or contributed to, any pension plan (within the meaning of Section 3(2) of ERISA).
- (f) No employee pension benefit plan as defined in Section 3(2) of ERISA that is maintained or contributed to by the Seller or any ERISA Affiliate had an accumulated funding deficiency as defined in Section 302 of ERISA and Section 412 of the Code, whether or not waived, as of the last day of the most recent fiscal year of the plan ending on or prior to the Closing.

- (g) Neither the Seller nor any Person that was at any time during the six-year period ending on the date of this Agreement an ERISA Affiliate has ever maintained, had an obligation to contribute to, contributed to, or incurred any liability with respect to a multi-employer plan, as defined in Section 3(37) of ERISA, or a plan described in Section 4063(a) of ERISA.

2.13 Finder's Fees. None of the Seller, the Owners or any of their respective Affiliates has employed or retained any investment banker, broker, agent, finder or other party, or incurred any obligation for brokerage fees, finder's fees or commissions, with respect to the sale by the Seller of any of the Transferred Assets or with respect to the transactions contemplated by this Agreement, or otherwise dealt with anyone purporting to act in the capacity of a finder or broker with respect thereto whereby any party hereto may be obligated to pay such a fee or commission. The Seller and the Owners jointly and severally agree to indemnify and hold the Buyer and its Affiliates harmless from and against any and all claims, liabilities or obligations with respect to all fees, commissions or expenses asserted by any Person on the basis of any act, statement, agreement or commitment alleged to have been made by the Seller, the Owner or any Affiliate of the Seller or the Owners with respect to any such fee, commission or expense.

2.14 Insurance. Section 2.14 of the Disclosure Schedule sets forth all existing insurance policies held by the Seller relating to the Business or the Transferred Assets. Each such policy is in full force and effect and is with responsible insurance carriers. There is no dispute with respect to such policies and all claims arising from events or circumstances occurring prior to the date hereof have been paid in full or adequate reserves therefor are recorded in the Financial Statements.

2.15 Compliance and Trade.

- (a) None of the Transferred Assets were used or produced in whole or in part in Cuba, Iran, Sudan or Myanmar, or produced or modified by the governments of Cuba, Iran or Sudan or entities owned or controlled by such governments.
- (b) None of the Transferred Assets are blocked or frozen by any Government Entity and do not relate to any funds or property that has been blocked or frozen by any Government Entity.
- (c) The Transferred Assets have not been, are not, and will not be derived from or commingled with proceeds of any activities that are proscribed and punishable under U.S. or non-U.S. criminal laws, and were not procured or obtained through any payments to Government Officials or to any other person, regardless of the form, whether in money, property or services, to obtain favorable treatment in obtaining, retaining or directing business or to obtain special concessions or to pay for favorable treatment for business secured or for special concessions already obtained.
- (d) Neither the Seller nor any Person acting on behalf of the Seller has, in connection with any of the Transferred Assets, directly, or indirectly through an Intermediary, paid, offered, given, promised to pay, or authorized the payment of any money or anything of value to (i) any Government Official, (ii) any Person acting for or on behalf of any Government Official, or (iii) any other Person at the suggestion, request, direction or for the benefit of any of the above-described Persons to obtain, retain or direct business or to

obtain special concessions or pay for favorable treatment for business secured or for special concessions already obtained.

- (e) Without limiting the scope of any other representation in this Agreement, the Seller has complied with all, and has not violated any applicable U.S. or non-U.S. laws, including but not limited to anti-corruption, export controls and trade sanctions, customs or anti-boycott laws, judgments or authorizations issued by any Government Entity applicable to the conduct of its business with respect to the ownership or use of any of the Transferred Assets.
- (f) None of the Transferred Assets are contracts or other commitments that contain provisions reflecting participation in or cooperation with the Arab League boycott of Israel.
- (g) None of the Transferred Assets are contracts relating to transactions or activity of any type with or in, or otherwise relating to, Cuba, Iran, Sudan, Syria or North Korea or include as a party to, or beneficiary of, any person, either public or private, in such countries.
- (h) To the extent required by applicable law, the Seller has obtained such licenses or permits from Government Entities as may be necessary or required to permit the Seller to deal with the Transferred Assets in the manner in which it owns and uses such assets and to perform its obligations hereunder. Section 2.15(h) of the Disclosure Schedule sets forth an accurate and complete list of each such license or permit from Government Entities held by the Seller or that otherwise relates to the Seller's business or any of the Transferred Assets, all of which are valid and in full force and effect. The Seller is not in default under or in violation of any provision thereof. None of the Seller's licenses or permits from Government Entities were procured or obtained through any payments to Government Officials.
- (i) The Seller is not currently under actual or threatened investigation, or being audited, by the United States Government or other Government Entity; and the Seller has disclosed to the Buyer all information, including voluntary disclosures, internal and external memoranda and reports, on any investigation, audit, or review conducted of or by the Seller related to compliance with United States or other laws and regulations relating to anti-corruption, export controls and sanctions, customs, or anti-boycott. The Seller has not received at any time within five years prior to Closing any written or oral notice or other communication from any Government Entity or any other Person regarding any actual, alleged or potential violation of, or failure to comply with, any law, judgment or governmental authorization, or any actual, alleged or potential obligation on the part of the Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.
- (j) The Seller has in good faith provided the Buyer with complete and accurate information about its import and export activities, as well as any anti-corruption and anti-boycott compliance efforts, including but not limited all policies and procedures; manuals; copies of export licenses, permits, and authorizations; and other materials related to its internal compliance programs and systems, as well as information related to any known or suspected compliance issues that could result in prospective liability. The Seller is in current compliance with all such policies, procedures, compliance programs and systems.

- (k) The Seller has at all times prior to Closing kept books and records of the Business that accurately reflect the transactions and assets of the Business, and the Seller has at all times prior to Closing maintained a system of internal accounting controls and policies and procedures that ensures that all expenditures are captured and accurately reflected on the books and records of the Business.
- (l) Neither the Seller nor, to the Seller's and Owners' knowledge, any director, officer, employee, manager, auditor, accountant or representative of the Seller, has received or otherwise had or obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Seller or the Seller's internal accounting controls, including any complaint, allegation, assertion or claim that the Seller has engaged in questionable accounting or auditing practices.

Article 3 – Representations and Warranties of the Buyer

The Buyer represents and warrants to the Seller and the Owners as follows:

3.1 Corporate Matters. The Buyer is a corporation validly existing and in good standing under the laws of the State of Delaware. The Buyer has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement. This Agreement and all transactions contemplated hereby, have been duly authorized and approved by the board of directors of the Buyer. No further corporate action is necessary on the part of the Buyer to execute and deliver this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by the Buyer and is a legal, valid and binding obligation of the Buyer, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect that affect creditors' rights generally and by legal and equitable limitations on the availability of specific remedies. The execution and delivery of this Agreement by the Buyer and the consummation of the transactions contemplated hereby by the Buyer will not violate any provision of, or constitute a default under, any contract or other agreement to which the Buyer is a party or by which it is bound, or conflict with its certificate of incorporation or bylaws, other than violations, defaults or conflicts that would not materially and adversely affect the ability of the Buyer to consummate the transactions provided for in this Agreement.

3.2 Finder's Fees. Neither the Buyer nor any of its Affiliates has employed or retained any investment banker, broker, agent, finder or other party, or incurred any obligation for brokerage fees, finder's fees or commissions, with respect to the transactions contemplated by this Agreement, or otherwise dealt with anyone purporting to act in the capacity of a finder or broker with respect thereto whereby any party hereto may be obligated to pay such a fee or a commission. The Buyer agrees to indemnify and hold the Seller, the Owners and their respective Affiliates harmless from and against any and all claims, liabilities or obligations with respect to all fees, commissions or expenses asserted by any Person on the basis of any act, statement, agreement or commitment alleged to have been made by the Buyer or any of its Affiliates with respect to any such fee, commission or expense.

3.3 No Litigation. No preliminary or permanent injunction or other order of any court or other Government Entity is in effect nor is there in effect any statute, rule, regulation or executive

order promulgated or enacted by any Government Entity that, in any such case, prevents the consummation of the transactions contemplated by this Agreement. No suit, action, claim, proceeding or investigation before any Government Entity has been commenced or threatened by any Person (other than the Seller, the Owners or any of their respective Affiliates) seeking to prevent the sale of the Transferred Assets or asserting that the sale of all or a portion of the Transferred Assets would be unlawful.

3.4 Absence of Conflicts with Other Instruments. The execution, delivery and performance of this Agreement and the other agreements and documents to be delivered by the Buyer, the consummation of the transactions contemplated hereby or thereby, and the compliance with the provisions hereof or thereof, by the Buyer will not, with or without the passage of time or the giving of notice or both: (i) conflict with or violate the certificate of incorporation or bylaws of the Buyer; or (ii) conflict with, constitute a breach, violation or termination of any agreement or understanding, whether written or otherwise, to which the Buyer is a party or by which it is bound.

3.5 Approvals, Licenses and Authorizations. No order, license, consent, waiver, authorization or approval of, or exemption by, or the giving of notice to, or the registration with, or the taking of any other action in respect of, any Person not a party to this Agreement, including any Government Entity, and no filing, recording, publication or registration in any public office or any other place is now, or under existing law in the future will be, necessary on behalf of the Buyer to authorize their execution, delivery and performance of this Agreement or any other agreement contemplated hereby to be executed and delivered by the Buyer and the consummation of the transactions contemplated hereby or thereby or to effect the legality, validity, binding effect or enforceability thereof.

3.6 Phase 1 Environmental Report. The Buyer has supplied the Seller with a complete copy of the Phase 1 Environmental Report dated 11/28/2011, performed by Golder & Associates, with respect to the real property located at 2426 Clarks Lane, Bryan, Texas 77808.

Article 4 – Additional Agreements

4.1 Delivery of Business Documents. At Closing, the Seller shall deliver to the Buyer copies of or originals as appropriate of all Documents and Other Papers relating to the Transferred Assets, the Assumed Liabilities and the current and proposed operations of the Business, including, without limitation, all files relating to the Accounts Receivable, the Assumed Trade Payables, copies of all insurance policies and all files relating thereto, computer disks reflecting any books or records, documents or other papers, or other information or data relating to the operation of the Business, the Transferred Assets or the Assumed Liabilities stored on any electronic media, including computers; provided, however, that the Seller shall deliver only historical records of the business and the Transferred Assets for the five years immediately preceding the Closing Date. The Seller, however, shall be entitled to retain the corporate minute books of the Seller and to have reasonable access to the books and records relating to the Business to the extent such books and records are necessary for the preparation of tax returns. The Buyer shall maintain the Document and Other Papers delivered pursuant to this Section 4.1 in accordance with its document retention policies.

4.2 Further Assurances. The Seller and the Owners shall execute, acknowledge and deliver or

cause to be executed, acknowledged and delivered to the Buyer such bills of sale, assignments (including but not limited to assignments of leases) and other instruments of transfer, assignment and conveyance, in form and substance reasonably satisfactory to counsel for the Buyer, as shall be necessary to vest in the Buyer all the right, title and interest in and to the Transferred Assets free and clear of all Liens (including the release of all Liens of record) and shall use their best efforts to cause to be taken such other action as the Buyer reasonably may require to more effectively implement and carry into effect the transactions contemplated by this Agreement.

4.3 Nondisclosure of Proprietary Information.

- (a) The Seller and each Owner agree that, from and after the Closing, such Person and such Person's Affiliates shall (i) hold in confidence and will not directly or indirectly at any time reveal, report, publish, disclose or transfer to any Person other than the Buyer any of the Proprietary Information that is not generally known to the public or utilize any of the Proprietary Information for any purpose and (ii) not for a period of three years solicit or hire any employees of the Seller who are subsequently employed by the Buyer or offered employment by the Buyer.
- (b) The Seller and each Owner acknowledge that all Documents and Other Papers and objects containing or reflecting any Proprietary Information, whether developed by the Seller or by someone else for the Seller or any of its Affiliates, will after the Closing become the exclusive property of the Buyer and be delivered to the Buyer.
- (c) Because of the unique nature of the Proprietary Information, the Seller and each Owner understand and agree that the breach or anticipated breach of the obligations under this Section 4.3 will result in immediate and irreparable harm and injury to the Buyer and its Affiliates, for which it will not have an adequate remedy at law, and that the Buyer and its Affiliates and their successors and assigns shall be entitled to relief in equity to enjoin such breach or anticipated breach and to seek any and all other legal and equitable remedies to which they may be entitled without the necessity of complying with the dispute resolution procedures set forth in Section 8.4.

4.4 Covenant Not to Compete With the Business. As an inducement for the Buyer to acquire the Business, the Seller and each Owner agree that, effective as of the Closing Date and for a period of five (5) years thereafter, none of the Seller, the Owners nor any of their respective Affiliates shall, without the consent of the Buyer, directly or indirectly, provide or engage in the Business or any part thereof in any geographical area of the world where WIL and its Affiliates (including the Buyer) do business, or, except for the benefit of Buyer and its Affiliates, assist any Person to do the same. The Seller and the Owners acknowledge that a remedy at law for any breach or attempted breach of this Section 4.4 will be inadequate and further agree that any breach of this Section 4.4 will result in irreparable harm to the Business and the Buyer shall, in addition to any other remedy that may be available to it, be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach without the necessity of complying with the dispute resolution procedures set forth in Section 8.4. Each of the Seller and the Owners acknowledge that this covenant not to compete is being provided as an inducement to the Buyer to acquire the Business and the Transferred Assets and that this Section 4.4 contains reasonable limitations as to time, geographical area and scope of activity to be restrained that do not impose a greater restraint than is necessary to protect the goodwill or other business interest of the Buyer. Whenever possible, each provision of this Section 4.4 shall

be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Section 4.4 shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Section 4.4. If any provision of this Section 4.4 shall, for any reason, be judged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Section 4.4 but shall be confined in its operation to the provision of this Section 4.4 directly involved in the controversy in which such judgment shall have been rendered. In the event that the provisions of this Section 4.4 should ever be deemed to exceed the time or geographic limitations permitted by applicable laws, then such provision shall be reformed to the maximum time or geographic limitations permitted by applicable law. Additionally, the Seller and the Owners will, and will cause each of their respective Affiliates to, refrain from any action designed to circumvent, or reasonably expected to result in the circumvention of, any Proprietary Information included in the Transferred Assets.

4.5 Use of Names. All uses of the name “Guide Company of North America” or any derivations or permutations thereof (collectively, the “Names”) in connection with the Business are being transferred to the Buyer hereunder as part of the Transferred Assets. The Seller, the Owners and their respective Affiliates will no longer have any rights to the Names for use in connection with any business that is similar to or competes with the Business and will forever cease the use of such names in connection with any business that is similar to or competes with the Business. The Seller and the Owners agree not to take any action which could reasonably be expected to adversely affect the Buyer’s right to the use of such Names in connection with the Business or cause confusion with respect to the Buyer’s use of the Names in connection with the Business. All goodwill with respect to the use of the Names in connection with the Business will inure to the benefit of the Buyer, and neither the Seller nor the Owners will have any rights to sue or recover against any person with respect to the use of the Names in connection with the Business. Within ten Business Days after Closing, the Seller and the Owners agree to take all necessary action to change the Seller’s and its Affiliates’ names to one bearing no resemblance to any of the Names and will forever cease the use of such Names.

4.6 Employee Matters.

- (a) The Seller, the Owners and the Buyer acknowledge and agree that Buyer has no obligation whatsoever to offer employment to any of the employees of the Seller and the Buyer will not offer employment to any employee of the Seller who does not pass the Buyer’s standard background check and drug and alcohol screening. All of the Seller’s employees who are not employed by the Buyer or one of its Affiliates immediately after the Closing Date shall hereinafter be referred to as the “Seller Retained Employees”. The Seller shall be responsible and liable for any and all obligations with respect to the Seller Retained Employees, including any COBRA obligations.
- (b) The parties hereto do not intend to create any third-party beneficiary rights respecting any employee of the Seller as a result of the provisions hereof and specifically hereby negate any such intention.

4.7 Collection of Certain Accounts Receivable. The Buyer agrees to assign to the Seller within 10 Business Days after the Adjustment Date, and the Seller may, consistent with the past practices of the Business, proceed to collect, any Account Receivable for which an adjustment

was made to the Purchase Price pursuant to Sections 1.4 or 1.6 hereof. Furthermore, if after the Closing Date, the Buyer receives payment in respect of any Account Receivable for which an adjustment was made to the Purchase Price pursuant to Sections 1.4 or 1.6 hereof, the Buyer shall remit any such payments to the Seller within five Business Days after its receipt thereof.

4.8 Continuation of the Business by the Buyer. Nothing in this Agreement, in any exhibit or schedule thereto or in any agreement, instrument or other document executed or delivered in connection with this Agreement shall require the Buyer to continue the Business or to manage and operate the Transferred Assets with any duty or standard of care to the Seller or the Owners; provided, however, that nothing contained herein shall relieve the Buyer of its indemnification undertakings set forth in Section 5.2 hereof. The Seller and the Owners acknowledge and agree that the Buyer in its sole discretion may continue, manage, modify or discontinue the operations, liquidate or otherwise change or cease the operations of the Business and the Transferred Assets.

4.9 No Future Guarantees. The Buyer understands and agrees that except as stated in this Agreement, the Seller has made no representations or warranties regarding the future of the Business and that except as stated in this Agreement, the Seller will be deemed to have specifically disclaimed any liability whatsoever regarding the future profitability of the Business, sales levels, general business prospects for the Business, retention of customers, retention of employees, continuation of contracts, retention of business contacts, retention of supply sources, business prospects in general or regarding general economic conditions relative to the Business after the Closing Date.

Article 5 – Indemnification

5.1 Indemnification by the Seller and the Owners. Except as otherwise limited by this Agreement, the Seller and the Owners, jointly and severally, agree to indemnify, defend and hold the Buyer, each of its Affiliates and each of their respective officers, directors, employees, agents, stockholders, members and controlling Persons and their respective successors and assigns harmless from and against and in respect of Damages actually suffered, incurred or realized by such party (collectively, “Buyer Losses”), arising out of or resulting from or relating to:

- (a) any misrepresentation, breach of warranty or breach of any covenant or agreement made or undertaken by the Seller or the Owners in this Agreement or any misrepresentation in or omission from any other agreement, certificate, exhibit or writing delivered to the Buyer pursuant to this Agreement, including the Disclosure Schedule;
- (b) any Environmental Liability arising from or attributable to (i) any condition, event, circumstance, activity, practice, incident, action or omission existing or occurring prior to the Closing Date and related in any way to the Transferred Assets or the Business, or (ii) the use, storage, disposal or treatment, or the transportation for storage, disposal or treatment, of Hazardous Materials prior to the Closing Date and related in any way to the Transferred Assets or the Business; or
- (c) any Retained Liability.

For purposes of determining Buyer’s right to indemnification for a misrepresentation or breach of warranty made by the Seller in this Agreement, all such representations and warranties that

have been made subject to a materiality qualification shall be deemed to have been made without that qualification.

5.2 Indemnification by the Buyer. Except as otherwise limited by this Agreement, the Buyer agrees to indemnify, defend and hold the Seller, each of its Affiliates and their respective officers, directors, managers, employees, agents, shareholders, partners, members and controlling Persons and successors and assigns harmless from and against and in respect of Damages actually suffered, incurred or realized by such party (collectively, “Seller Losses”), arising out of or resulting from or relating to:

- (a) any misrepresentation, breach of warranty or breach of any covenant or agreement made or undertaken by the Buyer in this Agreement or any misrepresentation in or omission from any other agreement, certificate, exhibit or writing delivered to the Seller and the Owners pursuant to this Agreement;
- (b) the Buyer’s operation of the Business or ownership of the Transferred Assets after the Closing Date, including, without limitation, any Environmental Liabilities resulting therefrom; or
- (c) any Taxes of the Buyer resulting from the acquisition by the Buyer of the Transferred Assets pursuant to this Agreement.

5.3 Procedure. All claims for indemnification under this by this Article 5 shall be asserted and resolved as follows:

- (a) An Indemnitee shall promptly give the Indemnitor notice of any matter which an Indemnitee has determined has given or could give rise to a right of indemnification under this Agreement, stating the amount of the Losses, if known, and method of computation thereof, all with reasonable particularity, and stating with particularity the nature of such matter. Failure to provide such notice shall not affect the right of the Indemnitee to indemnification except to the extent such failure shall have resulted in liability to the Indemnitor that could have been actually avoided had such notice been provided within such required time period.
- (b) The obligations and liabilities of an Indemnitor under this Article 5 with respect to Losses arising from claims of any third party that are subject to the indemnification provided for in this Article 5 (“Third Party Claims”) shall be governed by and contingent upon the following additional terms and conditions: if an Indemnitee shall receive notice of any Third Party Claim, the Indemnitee shall give the Indemnitor prompt notice of such Third Party Claim and the Indemnitor may, at its option, assume and control the defense of such Third Party Claim at the Indemnitor’s expense and through counsel of the Indemnitor’s choice reasonably acceptable to Indemnitee. In the event the Indemnitor assumes the defense against any such Third Party Claim as provided above, the Indemnitee shall have the right to participate at its own expense in the defense of such asserted liability, shall cooperate with the Indemnitor in such defense and will attempt to make available on a reasonable basis to the Indemnitor all witnesses, pertinent records, materials and information in its possession or under its control relating thereto as is reasonably required by the Indemnitor. In the event the Indemnitor does not elect to conduct the defense against any such Third Party Claim, the Indemnitor shall pay all reasonable costs and expenses of such defense as incurred and shall cooperate with the

Indemnatee (and be entitled to participate) in such defense and attempt to make available to it on a reasonable basis all such witnesses, records, materials and information in its possession or under its control relating thereto as is reasonably required by the Indemnatee. Except for the settlement of a Third Party Claim that involves the payment of money only and for which the Indemnatee is totally indemnified by the Indemnitor, no Third Party Claim may be settled without the written consent of the Indemnatee.

5.4 Payment. Payment of any amounts due pursuant to this Article 5 shall be made in United States dollars in immediately available funds by wire transfer to a bank account or accounts to be designated by the Indemnatee within ten Business Days after notice is sent by the Indemnatee.

5.5 Failure to Pay Indemnification. If and to the extent the Indemnatee shall make written demand upon the Indemnitor for indemnification pursuant to this Article 5 and the Indemnitor shall refuse or fail to pay in full within ten Business Days of such written demand the amounts demanded pursuant hereto and in accordance herewith, then the Indemnatee may utilize any legal or equitable remedy to collect from the Indemnitor the amount of its Losses. Nothing contained herein is intended to limit or constrain the Indemnatee's rights against the Indemnitor for indemnity, the remedies herein being cumulative and in addition to all other rights and remedies of the Indemnatee.

5.6 Express Negligence. **The indemnities set forth in this Agreement are intended to be enforceable against the parties in accordance with the express terms and scope thereof notwithstanding Texas' express negligence rule or any similar directive that would prohibit or otherwise limit indemnities because of the simple or gross negligence (whether sole, concurrent, active or passive) or other fault or strict liability of any of the indemnified parties.**

5.7 Offset. The Buyer may, at its option, set off any amount owed to it or its Affiliates by the Seller or the Owners under this Article 5 or any portion thereof, against any amount owed by Buyer to the Seller or the Owners under this Article 5. The Seller and the Owners agree and acknowledge that the Buyer's right of offset shall not reduce, limit or restrict: (i) the obligation of the Seller and the Owners to pay the indebtedness, obligations and liabilities of the Seller and the Owners in accordance with Sections 1.4(b) and 5.1 hereof; (ii) the indebtedness, obligations and liabilities of the Seller and the Owners under this Agreement; or (iii) the ability of the Buyer to claim indemnification from the Seller and the Owners hereunder.

5.8 Limitations on Indemnification. Notwithstanding any other provision of this Article 5 to the contrary:

- (a) an Indemnatee shall be entitled to indemnification under Section 5.1(a) or Section 5.2(a) only when the aggregate of Losses incurred by the Indemnatee exceeds the Threshold Amount, at which time the Indemnatee shall be entitled to be indemnified against and compensated and reimbursed for all Losses, including the Threshold Amount; provided, however, the Seller's and the Owners' liability under Section 5.1(a) shall not be so limited if such Buyer Losses arise from a breach of any of the representations set forth in Sections 2.1, 2.2, 2.4(a), 2.4(b), 2.4(d), 2.13 or 2.15;
- (b) the Seller and the Owners shall not be required to make any indemnification payment pursuant to Section 5.1(a) after the Seller and the Owners have paid to the Indemnitees an amount in the aggregate equal to the Purchase Price; and

- (c) the Buyer shall not be required to make any indemnification payment pursuant to Section 5.2(a) after the Buyer has paid to the Indemnitees an amount in the aggregate equal to the Purchase Price.

Article 6 – Nature of Statements; Survival of Provisions

All statements of fact contained in any written statement (including financial statements), certificate, instrument or document delivered by or on behalf of the Seller or the Owners pursuant to this Agreement shall be deemed representations and warranties of the Seller and the Owners. The several representations and warranties of the parties to this Agreement shall survive the Closing Date for a period of three years from the Closing Date (except that (1) the representations and warranties set forth in Sections 2.1, 2.2, 2.4(a), 2.4(b), 2.4(d), 2.13 and 2.15 shall survive the Closing Date without limitation; and (2) the representations and warranties set forth in Sections 2.8 and 2.9 shall survive until 60 days after the expiration of all applicable statutes of limitation) (the period during which the representations and warranties shall survive being referred to herein with respect to such representations and warranties as the “Survival Period”), and shall be effective with respect to any inaccuracy therein or breach thereof (and a claim for indemnification under Article 5 hereof may be made thereon) if a written notice asserting the claim shall have been received within the Survival Period with respect to such matter. Any claim for indemnification made during the Survival Period shall not be invalidated by the subsequent expiration of the Survival Period, and the representations and warranties relating thereto shall remain in effect for purposes of such claim notwithstanding that the claim may not be resolved within the Survival Period. The covenants and agreements of the parties herein which by their terms do not contemplate performance after the Closing shall survive the Closing for a period of three years. The covenants and agreements of the parties herein which by their terms contemplate performance after the Closing Date shall survive the Closing indefinitely or for such shorter period as may be set forth in their terms. All representations, warranties and covenants and agreements made by the parties shall not be affected by any investigation heretofore or hereafter made by and on behalf of any of them and shall not be deemed merged into any instruments or agreements delivered in connection with this Agreement or otherwise in connection with the transactions contemplated hereby.

Article 7 – Definitions

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings assigned to them herein, unless the context otherwise indicates, both for purposes of this Agreement and all exhibits hereto and the Disclosure Schedule:

“Accounts Receivable” shall mean all accounts and notes receivable relating to the Business.

“Adjustment Date” shall have the meaning given such term in Section 1.4(b).

“Affiliate” shall mean, with respect to any specified Person, a Person that, directly or indirectly, controls, is controlled by or is under common control with such specified Person.

“Agreement” shall mean this Asset Purchase Agreement among the Seller, the Owners and the Buyer, as amended from time to time by the parties hereto, including the exhibits hereto and the Disclosure Schedule.

“Appraiser” shall have the meaning given such term in Section 1.5(c).

“Assumed Liabilities” shall have the meaning given such term in Section 1.4(a)(iii).

“Assumed Trade Payables” shall have the meaning given such term in Section 1.4(a)(ii).

“Business” shall mean the manufacture, sale and servicing of sucker rods and associated accessories as conducted or proposed to be conducted by the Seller at the time of Closing.

“Business Day” shall mean any day other than a Saturday, Sunday or other day on which commercial banks in Houston, Texas are authorized by law to close.

“Buyer” shall mean Weatherford Artificial Lift Systems, Inc., a Delaware corporation.

“Buyer Losses” shall have the meaning given such term in Section 5.1.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq.

“Closing” shall mean the transfer by the Seller to the Buyer of the Transferred Assets, the assumption by the Buyer of the Assumed Liabilities and Assumed Trade Payables and the transfer by the Buyer to the Seller of the amount specified in Section 1.4(a)(i).

“Closing Date” shall have the meaning given such term in Section 1.3.

“Closing Working Capital” shall be an amount equal to the amount of the Accounts Receivable, plus the amount of the Inventories, less the amount of the Assumed Trade Payables, all at Closing.

“COBRA” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, or similar provisions of legislation replacing such law from time to time.

“Damages” shall mean any and all liabilities, losses, damages, demands, assessments, claims, costs and expenses (including interest, awards, judgments, penalties, settlements, fines, costs of remediation, diminutions in value, costs and expenses incurred in connection with investigating and defending any claims or causes of action (including, without limitation, attorneys’ fees and expenses and all fees and expenses of consultants and other professionals)).

“Debt Obligations” shall mean any contract, agreement, indenture, note or other instrument relating to the borrowing of money or any guarantee or other contingent liability in respect of any indebtedness or obligation of any Person, including, without limitation, the carry value of all capital leases and all non-current liabilities, including deferred income taxes (other than the endorsement of negotiable instruments for deposit or collection in the ordinary course of business)

“Disclosure Schedule” shall mean the disclosure schedule of even date herewith delivered to the Buyer. The Disclosure Schedule is a part of this Agreement.

“Documents and Other Papers” shall mean and include any document, agreement, instrument, certificate, writing, notice, consent, affidavit, letter, telegram, telex, statement, file, computer disk, microfiche or other document in electronic format, schedule, exhibit or any other paper or record whatsoever.

“Entitlements” shall have the meaning given such term in Section 1.1(a)(v).

“Environmental Laws” shall mean all national, federal, state, provincial, municipal or local laws, rules, regulations, statutes, ordinances or orders of any Government Entity relating to (a) the control of any potential pollutant or protection of the air, water or land, (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation and (c) the regulation of or exposure to hazardous, toxic or other substances alleged to be harmful.

“Environmental Liabilities” shall mean any and all Damages (including any remedial, removal, response, abatement, clean-up, investigation and/or monitoring costs and associated legal costs) incurred or imposed (a) pursuant to any agreement, order, notice of responsibility, directive (including directives embodied in Environmental Laws), injunctions, judgment or similar documents (including settlements) arising out of, in connection with, or under Environmental Laws, or (b) pursuant to any claim by a Government Entity or any other Person for personal injury, property damage, damage to natural resources, remediation, or payment or reimbursement of response costs incurred or expended by such Government Entity or other Person pursuant to common law or statute and related to the use or release of Hazardous Materials.

“Environmental Permits” shall mean any permit, license, approval, registration, identification number or other authorization with respect to the Seller under any Environmental Law.

“Equipment” shall mean all machinery, transportation equipment, tools, equipment, furnishings and fixtures owned, leased or subject to a contract of purchase and sale, or lease commitment that is used in the Business as operated by the Seller.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” shall mean any Person that is treated as a single employer together with the Seller under Section 414 of the Code.

“Excluded Assets” shall have the meaning given such term in Section 1.2.

“Fair Market Value” shall have the meaning given such term in Section 1.5(d).

“Financial Statements” shall have the meaning given such term in Section 2.6.

“Government” or “Government Entity” shall mean any national, federal, state, foreign, local, regional or municipal government or any agency, subdivision, commission, department, board, bureau, body or instrumentality thereof, any other government or authority, any entity or Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any arbitrator or court, or any commercial or similar entities that the government controls or owns (whether partially or completely), including any state-owned and state-operated companies or enterprises, any international organizations such as the United Nations or the World Bank, and any political party.

“Government Official” shall mean an employee or official of any Government or Government Entity, any Person acting for or on behalf of any Government Entity, and any candidate for public office.

“Hazardous Materials” shall mean (a) any substance or material that is listed, defined or otherwise designated as a “hazardous substance” under Section 101(14) of CERCLA, (b) any petroleum or petroleum products, (c) radioactive materials, urea formaldehyde,

asbestos and PCBs and (d) any other chemical, substance or waste that is regulated by any Government Entity under any Environmental Law.

“Indemnitee” shall mean the Person or Persons indemnified, or entitled, or claiming to be entitled to be indemnified, pursuant to the provisions of Section 5.1 or Section 5.2, as the case may be.

“Indemnitor” shall mean the Person or Persons having the obligation to indemnify pursuant to the provisions of Section 5.1 or Section 5.2, as the case may be.

“Intermediary” shall mean an agent, sales agent, commission agent, distributor, reseller, consultant, representative or any other third party with whom a Person transacts business and is authorized to act in any way on that Person’s behalf.

“Inventories” shall mean all inventories of finished goods, tooling inventory, work in progress and raw materials relating to the Business, wherever situated.

“Lien” shall mean any lien, pledge, claim, charge, security interest or other encumbrance, option, defect or other rights of any third Person of any nature whatsoever.

“Losses” shall mean Seller Losses or Buyer Losses, as the case may be.

“Names” shall have the meaning given such term in Section 4.5.

“Permitted Liens” shall mean Liens for current taxes not yet due and payable, but the term “Permitted Liens” shall not include any Liens for tax assessments filed of record against the Transferred Assets.

“Person” shall mean a corporation, an association, a partnership, a limited liability company, an organization, a business, an individual or a Government Entity.

“Pre-Closing Obligations” shall mean all liabilities, debts and obligations of the Seller or the Owners (including indemnification and other contingent obligations) relating to (a) acts, events or omissions by any Person or circumstances existing at or prior to the Closing, (b) goods or services provided to or for the benefit of the Seller or any of its Affiliates prior to the Closing, (c) goods or services manufactured or provided by or on behalf of the Seller or any of its Affiliates or licensees prior to the Closing, (d) any pending or threatened litigation, claims or disputes made or threatened prior to the Closing, (e) the conduct of the Business, the ownership or operation of the Transferred Assets or any benefit realized by the Seller prior to the Closing, (f) any Excluded Assets, (g) Debt Obligations of the Seller, other than the Assumed Liabilities which shall be assumed by the Buyer on the Closing Date, (h) the employees of the Seller under any contracts, agreements, arrangements or understandings with such employees entered into or existing at or prior to the Closing and all other obligations of the Seller or any of their respective Affiliates with respect to their employees at or prior to the Closing, (i) any obligations with respect to the Seller Retained Employees, (j) use of the Proprietary Information, (k) Taxes, (l) any obligations under any contracts or agreements that were required to be listed on Section 2.5(a) of the Disclosure Schedule but were not, and (m) any liabilities that were not reflected on the Financial Statements.

“Proprietary Information” shall mean collectively (a) the items set forth in Section 1.1(a)(iii) of the Disclosure Schedule, (b) Proprietary Rights and (c) any and all other information and material proprietary to the Seller, owned, possessed or used by the Seller, whether or not

such information is embodied in writing or other physical form, and which is not generally known to the public, that (i) relates to financial information regarding the Seller or the Business, including, without limitation, (y) business plans and (z) sales, financing, pricing and marketing procedures or methods of the Seller or (ii) relates to specific business matters concerning the Seller, including, without limitation, the identity of or other information regarding sales personnel or customers of the Seller.

“Proprietary Rights” shall mean all rights to the Names and any derivations thereof for use in connection with the Business, and all patents, including the patents set forth on Section 1.1(a)(iii) of the Disclosure Schedule, any patent rights, inventions, shop rights, know how, trade secrets, designs, drawings, art work, plans, prints, manuals, models, design registrations, inventor’s certificates, technical information and data, copyrightable works, lists of materials, patterns, molds, records, diagrams, formulae, product design standards, tools, die, jigs, models, prototypes, product information literature, computer files, transferrable rights in and to computer software, hard copy files, catalogs, specifications, confidentiality agreements, confidential information and other proprietary technology and similar information; all registered and unregistered trademarks, service marks, logos, trade names and all other trademark rights; all registered and unregistered copyrights; and all registrations for, and applications for registration of, any of the foregoing, that are used in the conduct of the Business.

“Purchase Price” shall have the meaning given such term in Section 1.4(e).

“Real Property” shall mean all real property, or any interest therein, that is used in the Business.

“Replacement Asset” shall mean with respect to any Transferred Asset that is transferred by the Seller or suffers destruction, damage (such that it is not in good working order) or loss, in any case prior to its intended transfer to the Buyer hereunder, an asset that is (a) of the same type, brand and model, or (b) a substitute item meeting the specifications of the Transferred Asset being replaced to the Buyer’s reasonable satisfaction, and in either case is in good working as determined by the Buyer in its sole reasonable discretion. Replacement Assets shall include any such asset that has been ordered by the Seller but not yet delivered as of the Closing Date.

“Retained Liabilities” shall have the meaning given such term in Section 1.7.

“Seller” shall have the meaning given such term in the preamble to this Agreement.

“Seller Benefit Plan” shall mean (a) any employee welfare benefit plan or employee pension benefit plan as defined in Sections 3(1) and 3(2) of ERISA, including, but not limited to, a plan that provides retirement income or results in deferrals of income by employees for periods extending to their terminations of employment or beyond, and a plan that provides medical, surgical or hospital care benefits or benefits in the event of sickness, accident, disability, death or unemployment and (b) any other material employee benefit agreement or arrangement that is not an ERISA plan, including without limitation, any deferred compensation plan, incentive plan, bonus plan or arrangement, stock option plan, stock purchase plan, stock award plan, golden parachute agreement, severance pay plan, dependent care plan, cafeteria plan, employee assistance program, scholarship program, employment contract, retention incentive agreement, noncompetition agreement, consulting agreement, confidentiality agreement, vacation policy, or other

similar plan or agreement or arrangement that has been sponsored, maintained or adopted by the Seller at any time during the past three years, or has been approved by the Seller before this date but is not yet effective, for the benefit of directors, officers, employees or former employees (or their beneficiaries) of the Seller.

“Seller Losses” shall have the meaning given such term in Section 5.2.

“Seller Retained Employees” shall have the meaning given such term in Section 4.6(a).

“Statement” shall have the meaning given such term in Section 1.6(a).

“Target Working Capital” shall mean an amount equal to \$196,945, which was calculated as set forth in Exhibit C to this Agreement.

“Taxes” shall mean all federal, state, local, foreign and other taxes, charges, fees, duties, levies, imposts, customs or other assessments, including, without limitation, all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, profit share, license, lease, service, service use, value added, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, premium, property, windfall profits, or other taxes, fees, assessments, customs, duties, levies, imposts, or charges of any kind whatsoever, together with any interests, penalties, additions to tax, fines or other additional amounts imposed thereon or related thereto, and the term “Tax” means any one of the foregoing Taxes.

“Tax Returns” shall mean all returns, declarations, reports, statements and other documents of, relating to, or required to be filed in respect of, any and all Taxes, and the term “Tax Return” means any one of the foregoing Tax Returns.

“Third Party Claims” shall have the meaning given such term in Section 5.3(b).

“Threshold Amount” shall mean \$22,300.

“Trade Payables” shall mean those obligations of the Seller relating to the provision of goods and services to the Seller for the conduct of the Business in the ordinary course of business of the Seller that relate to the Transferred Assets and that are classified as Trade Payables in accordance with generally accepted accounting principles.

“Transferred Assets” shall have the meaning given such term in Section 1.1(a).

“Transition Services Agreement” shall mean the transition services agreement being entered into between the Buyer and the Seller on the Closing Date.

“Unavailable Assets” shall have the meaning given such term in Section 1.5(a).

“Unavailable Assets Report” shall have the meaning given such term in Section 1.5(b).

“WIL” shall mean Weatherford International Ltd., a Swiss joint-stock corporation.

“United States” shall mean United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

“US\$”, “dollar” or “\$” shall mean United States dollars.

Article 8 – Additional Provisions

8.1 Expenses. Except as otherwise set forth herein, and whether or not the transactions contemplated by this Agreement shall be consummated, each party agrees to pay, without right

of reimbursement from any other party, the costs incurred by such party incident to the preparation and execution of this Agreement and performance of its obligations hereunder, including without limitation the fees and disbursements of legal counsel, accountants and consultants employed by such party in connection with the transactions contemplated by this Agreement.

8.2 Notices. All notices, requests, consents, directions and other instruments and communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by courier, by overnight delivery service with proof of delivery or by prepaid registered or certified United States first-class mail, return receipt requested, addressed to the respective party at the address set forth below, or if sent by facsimile or other similar form of communication (with receipt confirmed) to the respective party at the facsimile number set forth below:

If to the Seller or the Owners, to:

Daryl Kaltwasser
22830 Spatswood Ln.
Katy, Texas 77449-5404

In each case, with copies (which shall not constitute notice) to:

John C. Willems
10440 N. Central Expressway
Suite 1400
Dallas, Texas 75231
Facsimile: 214-360-1010
Confirm: 214-360-1020

If to the Buyer, to:

Weatherford Artificial Lift Systems, Inc.
c/o Weatherford International Ltd.
2000 St. James Place
Houston, Texas 77056
Attention: General Counsel

or to such other address or facsimile number and to the attention of such other Person(s) as a party may designate by written notice. Any notice mailed shall be deemed to have been given and received on the third Business Day following the day of mailing.

8.3 Specific Performance. It is specifically understood and agreed that any breach by the Seller or the Owners of the provisions of this Agreement is likely to result in irreparable harm to the Buyer and that an action at law for damages alone will be an inadequate remedy for such breach. Accordingly, in addition to any other remedy that may be available to it, in the event of breach or threatened breach by the Seller or any Owner of the provisions of this Agreement, including, without limitation, Sections 4.3 and 4.4, the Buyer shall be entitled to enforce the specific performance of this Agreement by the Seller and the Owners and to seek both temporary and permanent injunctive relief (to the extent permitted by law), without the necessity of providing actual damages, and such other relief as the court may allow.

8.4 Arbitration. Except as set forth in Section 8.3, in the event there shall exist any dispute or controversy with respect to this Agreement or any matter relating hereto or the transactions contemplated hereby, including, but not limited to Article 5, the parties hereto agree to seek to resolve such dispute or controversy by mutual agreement. If the parties hereto are unable to resolve such dispute or controversy by agreement within 60 days following notice by any party hereto of the nature of such dispute or controversy setting forth in reasonable detail the circumstances and basis of such dispute or controversy, the parties agree that such dispute or controversy be resolved by binding arbitration pursuant to the provisions of this Section 8.4 and in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. All arbitration proceedings shall be held in Houston, Harris County, Texas. If a party elects to submit such matter to arbitration, such party shall provide notice to the other party of its election to do so, which notice shall name one arbitrator. Within 10 Business Days after the receipt of such notice, the other party shall provide written notice to the electing party naming a second arbitrator. The two arbitrators so appointed shall name a third arbitrator, or failing to do so, a third arbitrator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each arbitrator selected to act hereunder shall be qualified by education and experience to pass on the particular question in dispute and shall be independent and not affiliated with any of the parties hereto. The arbitrators shall resolve all disputes in controversy in accordance with Texas substantive law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrators appointed pursuant to this Section 8.4 shall promptly hear and determine (after due notice and hearing and giving the parties reasonable opportunity to be heard) the questions submitted, and shall render their decision within 60 days after appointment of the third arbitrator or as soon as practical thereafter. If within such period a decision is not rendered by the board or a majority thereof, new arbitrators may be named and shall act hereunder at the election of either party in like manner as if none had previously been named. The decision of the arbitrators, or a majority thereof, made in writing, shall absent manifest error be final and binding upon the parties hereto as to the questions submitted, and each party shall abide by such decision.

8.5 Successors. Except as specifically contemplated by this Agreement, no party hereto shall assign this Agreement or any part hereof without the prior written consent of the other party; provided, however, the Buyer may assign its rights and obligations in this Agreement to an Affiliate of the Buyer. This Agreement shall inure to the benefit of, be binding upon and be enforceable by the parties hereto and their respective successors and permitted assigns.

8.6 Entire Agreement. This Agreement and the exhibits hereto and the Disclosure Schedule constitute the entire agreement and understanding between the parties relating to the subject matter hereof and thereof and supersede all prior representations, endorsements, premises,

agreements, memoranda communications, negotiations, discussions, understandings and arrangements, whether oral, written or inferred, between the parties relating to the subject matter hereof. This Agreement may not be modified, amended, rescinded, canceled, altered or supplemented, in whole or in part, except upon the execution and delivery of a written instrument executed by a duly authorized representative of each of the parties hereto.

8.7 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed entirely in Texas by Texas residents.

8.8 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

8.9 Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.10 No Third Party Beneficiaries. Any agreement contained, expressed or implied in this Agreement shall be only for the benefit of the parties hereto and their respective legal representatives, successors and assigns, and such agreements shall not inure to the benefit of the obligees of any indebtedness of any party hereto, it being the intention of the parties hereto that no Person shall be deemed a third party beneficiary of this Agreement, except to the extent a third party is expressly given rights herein.

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

8.12 Headings. Each statement set forth in the Disclosure Schedule with respect to a particular section herein shall be deemed made solely with respect to such section and not with respect to any other section hereof unless specifically set forth in the Disclosure Schedule as also being made with respect to such other section. The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof or affect in any way the meaning or interpretation of this Agreement.


8.13 Negotiated Transaction. The provisions of this Agreement were negotiated by the parties hereto, and this Agreement shall be deemed to have been drafted by all of the parties hereto.

[Signature pages follow.]

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

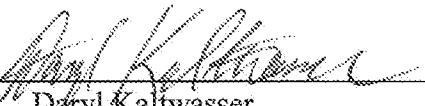
SELLER:

GUIDE COMPANY OF NORTH AMERICA, INC.

By: 
Daryl Kaltwasser, President

OWNERS:


Gail Kaltwasser


Daryl Kaltwasser

BUYER:

WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC.

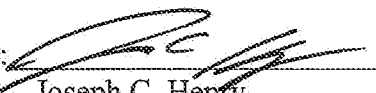
By: 
Joseph C. Henry
Vice President

Exhibit A

Non-Working/Unused Equipment

The following Equipment shall not be considered Unavailable Assets for purposes of Section 1.5 of this Agreement:

Chiller

1979 Caterpillar Forklift

Reed 300 Injection Mold Machine (used)

Exhibit B
Purchase Price Allocation

**Based on December 31, 2011 Balance Sheet provided by
Guide Company of North America, Inc.**

Currency: USD

Current Assets

| | |
|--------------------------|---------|
| Accounts Receivable | 988,098 |
| Raw Materials Inventory | 62,916 |
| Other Supplies Inventory | 5,797 |

Long Term Assets

| | |
|--|-----------|
| Furniture and Fixtures | 12,073 |
| Equipment | 611,351 |
| Automobiles | 72,537 |
| Other Depreciable Property | 681,210 |
| Accumulated Depreciation - Furniture | (5,344) |
| Accumulated Depreciation - Equipment | (295,726) |
| Accumulated Depreciation - Automobiles | (72,537) |
| Accumulated Depreciation - Other | (272) |

| | |
|---|--------|
| Intellectual property/Trademarks | 62,543 |
|---|--------|

| | |
|--------------------------------|---------|
| Covenant Not To Compete | 156,359 |
|--------------------------------|---------|

| | |
|-----------------------------|---------|
| Goodwill/Intangibles | 166,351 |
|-----------------------------|---------|

| | |
|---------------------|------------------|
| TOTAL ASSETS | 2,445,356 |
|---------------------|------------------|

Liabilities

| | |
|------------------------|---------|
| Accounts Payable | 171,754 |
| Accrued Expenses | 21,234 |
| Wages Payable | 19,692 |
| IRA Deductions Payable | 3,250 |

| | |
|--------------------------|----------------|
| TOTAL LIABILITIES | 215,929 |
|--------------------------|----------------|

Purchase Price

2,229,428

Note: Above allocation will be revised and agreed during the Post-Closing Adjustment period
based on the final purchase price and closing balance sheet.

Exhibit C
Target Working Capital

Assets

| | |
|------------------------|-----------------|
| Accounts Receivable | \$149,197.81 |
| Raw Material Inventory | 104,862.34 |
| Suppliers Inventory | <u>7,903.06</u> |
| | 261,963.21 |

Liabilities

| | |
|--------------------------|------------------|
| Accounts Payable | \$16,915.30 |
| Accrued Expenses | 27,289.08 |
| Wages Payable | 9,707.00 |
| IRA Deduction Payable | 6,500.00 |
| Ad Valorem Taxes Payable | <u>4,606.87</u> |
| | <u>65,018.25</u> |

Target Net Working Capital

\$196,944.96

Source: Seller's May 31, 2011 Balance Sheet

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC." TO "WEATHERFORD ARTIFICIAL LIFT SYSTEMS, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2013, AT 3:14 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF MARCH, A.D. 2013, AT 11:55 O'CLOCK P.M.

2308484 8100V

130377772

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0323168

DATE: 04-01-13

TRADEMARK
REEL: 006308 FRAME: 0666

**CERTIFICATE OF CONVERSION TO
LIMITED LIABILITY COMPANY**

OF

WEATHERFORD ARTIFICIAL LIFT SYSTEMS, INC.,
A Delaware Corporation

TO

WEATHERFORD ARTIFICIAL LIFT SYSTEMS, LLC
A Delaware Limited Liability Company

This Certificate of Conversion to Limited Liability Company has been duly executed and is being filed by Weatherford Artificial Lift Systems, Inc., a Delaware corporation (the "Corporation"), to convert the Corporation to Weatherford Artificial Lift Systems, LLC, a Delaware limited liability company (the "LLC"), under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.) and the General Corporation Law of the State of Delaware (8 Del. C. § 101, et seq.).

1. The Corporation was first incorporated on September 2, 1992 in the State of Delaware by filing its original Certificate of Incorporation with the Secretary of State of the State of Delaware on such date, and immediately prior to filing this Certificate of Conversion to Limited Liability Company was a corporation incorporated in the State of Delaware.

2. The name and type of entity of the Corporation immediately prior to the filing of this Certificate of Conversion to Limited Liability Company was Weatherford Artificial Lift Systems, Inc., a Delaware corporation.

3. The name of the limited liability company into which the Corporation shall be converted as set forth in its certificate of formation is Weatherford Artificial Lift Systems, LLC, a Delaware limited liability company.

4. The conversion of the Corporation to the LLC shall be effective on March 31, 2013 at 11:55 p.m. Eastern Time.

(Remainder of page intentionally blank)

IN WITNESS WHEREOF, the undersigned, a duly authorized officer acting on behalf of the Corporation, has executed this Certificate of Conversion to Limited Liability Company on the 28th day of March 2013.

WEATHERFORD ARTIFICIAL LIFT SYSTEMS,
INC.

By: 

Name: Joseph C. Henry

Title: Senior Vice President and Secretary
and Authorized Person

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "WEATHERFORD ARTIFICIAL LIFT SYSTEMS, LLC" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2013, AT 3:14 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF MARCH, A.D. 2013, AT 11:55 O'CLOCK P.M.

2308484 8100V

130377772

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0323168

DATE: 04-01-13

TRADEMARK
REEL: 006308 FRAME: 0669

CERTIFICATE OF FORMATION

OF

WEATHERFORD ARTIFICIAL LIFT SYSTEMS, LLC

This Certificate of Formation of Weatherford Artificial Lift Systems, LLC has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.).

1. The name of the limited liability company is Weatherford Artificial Lift Systems, LLC.
2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is: The Corporation Trust Company.
3. This Certificate of Formation shall be effective on March 31, 2013 at 11:55 p.m. Eastern Time.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Weatherford Artificial Lift Systems, LLC on the 28th day of March, 2013.

Pam Davis

Name: Pam Davis

Title: Authorized Person