

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347265

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	10/04/2003		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cornerstone Records Management, LLC		10/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Iron Mountain Information Management, LLC		
<b>Street Address:</b>	One Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3800720	CORNERSTONE RECORDS MANAGEMENT	
<b>Registration Number:</b>	4035402		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
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<b>Correspondent Name:</b>	Deborah A. Ciuffetelli, Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	CORNERSTONE/IMIM MERGER		
<b>NAME OF SUBMITTER:</b>	Deborah A. Ciuffetelli		
<b>SIGNATURE:</b>	/DAC/		
<b>DATE SIGNED:</b>	07/08/2015		
<b>Total Attachments: 75</b>			
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AGREEMENT AND PLAN OF MERGER  
BY AND AMONG  
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC,  
RAVEN ACQUISITION SUB, LLC  
STERLING CORNERSTONE HOLDINGS, INC.,  
CORNERSTONE RECORDS MANAGEMENT, LLC,  
THE SCP FUNDS NAMED HEREIN AND  
CORNERSTONE SHAREHOLDER REP, LLC, AS THE SELLERS' REPRESENTATIVE  
AND AS THE PAYING AGENT  
Dated as of October 4, 2013

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## **EXHIBITS**

Exhibit A	Form of Letter of Transmittal
Exhibit B	Illustrative Statement of Working Capital
Exhibit C	Form of Escrow Agreement
Exhibit D-1	Form of Transition Services Agreement for Doug Mann
Exhibit D-2	Form of Transition Services Agreement for Fred Cooper
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## **SCHEDULES**

Schedule 1.1(a)	Closing Severance-Related Amount
Schedule 2.2	SCH Shares
Schedule 9.2(l)	Pre-Closing Employee Terminations
Schedule 9.2(m)	Required Consents



## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (as amended, modified or supplemented from time to time pursuant to the terms hereof, this “**Agreement**”), dated as of October 4, 2013, is made by and among Iron Mountain Information Management, LLC, a Delaware limited liability company (“**Buyer**”), Raven Acquisition Sub, LLC, a Delaware limited liability company (“**MergerSub**” and, together with Buyer, collectively, “**Buyer Parties**”), Sterling Cornerstone Holdings, Inc., a Delaware corporation (“**SCH**”), Cornerstone Records Management, LLC, a Delaware limited liability company (the “**Company**”), Sterling Capital Partners II, L.P., a Delaware limited partnership (“**SCP II**”), Sterling Capital Partners III, L.P., a Delaware limited partnership (“**SCP III**” and, together with SCP II, collectively, the “**SCP Funds**”), and Cornerstone Shareholder Rep, LLC, a Delaware limited liability company, solely in its capacity as representative of the Sellers pursuant to **Section 11.8** hereof (the “**Sellers’ Representative**”) and in its capacity as the paying agent pursuant to **Section 2.7** hereof.

### RECITALS

WHEREAS, the SCP Funds own all of the issued and outstanding shares of capital stock of SCH (the “**SCH Shares**”), and SCH, in turn, owns a majority of the membership interests of the Company;

WHEREAS, this Agreement contemplates a transaction in which Buyer shall acquire direct or indirect ownership of all the outstanding memberships interests of the Company through (i) the acquisition directly from the SCP Funds of all of the SCH Shares (the “**SCH Stock Purchase**”) and (ii) the merger of MergerSub with and into the Company (the “**Merger**”) in a transaction that is to be effected immediately after the SCH Stock Purchase and that is intended to be treated for income tax purposes as a purchase of all membership interests in the Company not held by SCH;

WHEREAS, the SCP Funds shall receive cash as consideration for the sale of the SCH Shares in the SCH Stock Purchase, and the holders of the Company’s membership units and economic interests (other than SCH) shall receive cash as consideration in the Merger;

WHEREAS, the board of directors (or equivalent governing body) of each of Buyer, MergerSub, the Company, SCH, SCP II, and SCP III have each adopted resolutions approving this Agreement and the Contemplated Transactions; and

WHEREAS, Buyer, MergerSub, the Company, SCH, and the SCP Funds desire to make certain representations, warranties, covenants and agreements in connection with the Contemplated Transactions and also to prescribe various conditions to the Contemplated Transactions.

### AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1 DEFINITIONS

1.1 **Definitions.** The following terms, as used herein, have the following meanings:

“**Accounting Firm**” has the meaning set forth in **Section 2.9(d)**.

“**Accounting Policies**” means the accounting policies, principles, practices and methodologies used in the preparation of the audited financial statements of the Cornerstone Companies as of December 31, 2012, in accordance with GAAP, prepared in a consistent manner with the Audited Financials.

“**Additional Consideration**” means, as of any date of determination, the sum of (a) the portion of the Escrow Amount and the Sellers’ Representative Fund Amount paid or payable to the Sellers pursuant to this Agreement and the Escrow Agreement, plus (b) any payment arising under **Section 2.9** payable to the Sellers.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the **Preamble**.

“**Allocation Schedule**” means a schedule of each Seller’s individual allocation of the Estimated Closing Consideration payable hereunder, as subsequently updated and revised from time to time to take into account any Additional Consideration payable hereunder. The Allocation Schedule shall be prepared in accordance with principles set forth in **Section 2.10** herein.

“**Applicable Law**” means, with respect to any Person, any federal, state, local or foreign law, constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person.

“**Assets**” has the meaning set forth in **Section 3.8**.

“**Audited Financials**” has the meaning set forth in **Section 3.5(a)**.

“**Business**” means the business of the Cornerstone Companies as such business is currently conducted.

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which banks are authorized or required to close in New York, New York.

“**Buyer**” has the meaning set forth in **Preamble**.

“**Buyer Failure to Close**” has the meaning set forth in **Section 10.1(e)**.

“**Buyer Indemnified Parties**” means, collectively, Buyer and its Affiliates and, without duplication, SCH (after the Closing), the Surviving Company and the Surviving Company’s Subsidiaries, and the respective successors and assigns of the foregoing.

“**Buyer Parties**” has the meaning set forth in the **Preamble**.

“**Cash**” means (a) cash or cash equivalents on hand or in the bank account of each Cornerstone Company (including deposits in transit and excluding outstanding checks), (b) demand deposits, amounts held in money market funds or similar accounts and (c) any highly liquid investments with original maturities of ninety (90) days or less, calculated in accordance with GAAP.

“**Certificate of Merger**” has the meaning set forth in **Section 2.3(a)**.

“**Charge**” has the meaning set forth in **Section 11.8(c)**.

“**Claim**” has the meaning set forth in **Section 11.3(a)**.

“**Claim Notice**” has the meaning set forth in **Section 11.3(a)**.

“**Class A Common Units**,” “**Class B Common Units**,” “**Class C Common Units**” and “**Class D Common Units**” each has the meaning assigned thereto in the Operating Agreement.

“**Class A Participating Preferred Units**” and “**Class B Participating Preferred Units**” each has the meaning assigned thereto in the Operating Agreement.

“**Class A Preferred Consideration**” has the meaning set forth in **Section 2.2**.

“**Closing**” has the meaning set forth in **Section 2.1**.

“**Closing Cash Balance**” means the amount of all Cash that is held by the Cornerstone Companies as at the close of business on the Business Day immediately preceding the Closing Date.

“**Closing Date**” means the date on which the Closing actually occurs.

“**Closing Debt Amount**” means the aggregate amount of all unpaid Debt of the Cornerstone Companies as at the close of business on the Business Day immediately preceding the Closing Date.

“**Closing Severance-Related Amount**” means an amount equal to the sum of: (a) all payments due as of the Closing, or which will become due after the Closing, pursuant to any existing employment or severance obligations of the Cornerstone Companies; (b) the pro-rated payment to employees under the Incentive Compensation Plan; (c) the amounts payable under the Transaction Bonus Agreements; and (d) all Severance-Related Payroll Taxes payable as of the Closing, or which will become payable after the Closing, as a result of the Contemplated Transactions, including with respect to the termination of employment of any employee prior to or upon the Closing, under any employment-related Contractual Obligation, plan or program, in each case as listed on **Schedule 1.1(a)** hereto, setting forth the name of each individual to which such payment is due or may become due, the amounts of such payments, and, if applicable, the dates such payments are due and payable.

“**Closing Transaction Expenses**” means the aggregate amount of all Transaction Expenses that remain unpaid as at the close of business on the Business Day immediately preceding the Closing Date.

“**Closing Working Capital**” means the amount of the Company’s consolidated current assets less consolidated current liabilities, calculated as of the close of business on the Business Day immediately preceding the Closing Date and determined using the Accounting Policies and only the line items reflected on **Exhibit B** hereto. In addition, Closing Working Capital shall be reduced by \$100,000 for credit amounts included in accounts receivable. Notwithstanding the foregoing, Closing Working Capital shall not include any income taxes (including current or deferred Tax assets or liabilities), Cash, escrow accounts receivables under merger and acquisition agreements, the long-term portion of any deferred revenues, Debt, Transaction Expenses or Closing Severance-Related Amounts.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Common Units**” means the Company’s Common Units (as defined in the Operating Agreement).

“**Company**” has the meaning set forth in **Preamble**.

“**Company Disclosure Schedules**” has the meaning set forth in **Article 3**.

“**Company Plan**” has the meaning set forth in **Section 3.12(a)**.

“**Confidentiality Agreement**” has the meaning set forth in **Section 6.2**.

“**Contemplated Transactions**” means, collectively, the SCH Stock Purchase, the Merger, and the other transactions contemplated by this Agreement and the Transaction Documents.

“**Contractual Obligation**” means, with respect to any Person, any contract, agreement, deed, mortgage, lease, license, indenture, note, bond, loan, insurance policy, sales order, purchase order or any other document or instrument (including any document or instrument evidencing any Debt) to which or by which such Person is legally bound, whether or not written, but excluding the Organizational Documents of such Person.

“**Controlling Party**” means the party controlling the defense of any Third Party Claim.

“**Cornerstone Companies**” means, collectively, SCH, the Company and Nova.

“**Current Representation**” has the meaning set forth in **Section 12.4(a)**.

“**Damages**” means, collectively, and subject to **Section 11.4**, any actual direct damages, losses, liabilities, fines, penalties and expenses (including reasonable attorneys’ fees and costs of investigation).

“**Debt**” means, with respect to any Person, all liabilities to pay, including without limitation, principal, accrued interest, penalties, fees and premiums (a) for borrowed money, (b) evidenced by notes, bonds, debentures or other similar instruments, (c) for the capitalized liability under all capital leases with respect to which such Person is liable, contingently or otherwise, as obligor, guarantor, or otherwise, or with respect to which liabilities such Person assures a creditor against loss (determined in accordance with GAAP), (d) in respect of amounts drawn on letters of credit and bankers’ acceptances, (e) for any indebtedness secured by a lien on such Person’s assets, (f) for any unsatisfied obligation for “withdrawal liability” to a “multiemployer plan” as such terms are defined under ERISA, (g) for any off-balance sheet financing of such Person, including synthetic leases and project financing, (h) for contingent payments related to or arising out of any prior acquisition or business combination, including any earnout, performance, bonus or other contingent payment arrangement, and (i) in the nature of guarantees of the liabilities described in clauses (a) through (h) above of any other Person; provided that, in no event shall Debt include any liabilities related to any accrued and unpaid dividends on any Units (if any).

“**Delaware LLC Act**” has the meaning set forth in **Section 2.3(a)**.

“**Designated Person**” has the meaning set forth in **Section 12.4(a)**.

“**DGCL**” has the meaning set forth in **Section 7.3(b)(i)**.

“**Disclosed Contracts**” has the meaning set forth in **Section 3.14(b)**.

“**Dispute Notice**” has the meaning set forth in **Section 2.9(c)**.

“**Dispute Submission Notice**” has the meaning set forth in **Section 2.9(d)**.

“**Effective Time**” means the date and time at which the Certificate of Merger is filed with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the Delaware LLC Act.

“**Employee Plan**” means any plan, program, agreement, policy or arrangement that is: (a) a welfare benefit plan as defined in Section 3(1) of ERISA; (b) a pension benefit plan within the meaning of Section 3(2) of ERISA; (c) a stock bonus, stock purchase, stock option, restricted stock, stock appreciation right or similar equity-based plan; or (d) any other deferred-compensation, retirement, welfare-benefit, bonus, incentive, severance pay, disability, change-in-control, compensation or material fringe benefit plan, program, agreement, policy or arrangement.

“**Environmental Laws**” means any and all federal, state, local and foreign statutes, laws, ordinances, regulations and rules relating to pollution, protection of human health or the environment, including without limitation, those relating to the generation, processing, treatment, storage, transport, disposal, investigation, remediation or other management of chemicals, hazardous substances, materials or wastes.

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

“**ERISA Affiliate**” of any entity means any other entity that, together with such entity, would be treated as a single employer under Section 414 of the Code or Section 4001(a)(14) or 4001(b)(1) of ERISA.

“**Escrow Agent**” means Wells Fargo Bank, National Association.

“**Escrow Agreement**” means an escrow agreement substantially in the form of **Exhibit C** hereto.

“**Escrow Amount**” means, collectively, the General Escrow Amount and the Special Escrow Amount.

“**Escrow Property**” means, collectively, the General Escrow Property and the Special Escrow Property.

“**Estimated Closing Consideration**” has the meaning set forth in **Section 2.9(a)**.

“**Estimated Closing Debt Amount**” has the meaning set forth in **Section 2.9(a)**.

“**Estimated Closing Severance-Related Amount**” has the meaning set forth in **Section 2.9(a)**.

“**Estimated Closing Statement**” has the meaning set forth in **Section 2.9(a)**.

“**Estimated Closing Transaction Expenses**” has the meaning set forth in **Section 2.9(a)**.

“**Estimated Remaining Storage Transfer Amount**” has the meaning set forth in **Section 2.9(a)**.

“**Estimated Working Capital**” has the meaning set forth in **Section 2.9(a)**.

“**Excess Severance Amount**” means the amount by which the Closing Severance-Related Amount exceeds Seven Hundred Fifty Thousand Dollars (\$750,000).

“**False Claims Act**” means 31 U.S.C. §§ 3729–3733.

“**Final Closing Consideration**” means an amount equal to One Hundred Ninety Million Eight Hundred Thirty-Three Thousand Dollars (\$190,833,000),

- (A) plus the amount (if any) by which Closing Working Capital exceeds Target Working Capital;
- (B) minus the sum of the following:
  - (1) the Escrow Amount,
  - (2) the Sellers’ Representative Fund Amount,
  - (3) the Remaining Storage Transfer Amount,
  - (4) the Closing Transaction Expenses,
  - (5) the Excess Severance Amount,
  - (6) the Closing Debt Amount,
  - (7) the Nova Non-Voting Preferred Unit Redemption Amount, and
  - (8) the amount (if any) by which the Target Working Capital exceeds the Closing Working Capital.

“**Final Closing Statement**” has the meaning set forth in **Section 2.9(d)**.

“**Fundamental Representations and Warranties**” has the meaning set forth in **Section 11.1**.

“**Financials**” has the meaning set forth in **Section 3.5(a)**.

“**GAAP**” means United States generally accepted accounting principles.

“**General Escrow Account**” means a separate account established in accordance with the terms of the Escrow Agreement, which shall hold the General Escrow Amount and all interest and other amounts earned thereon.

“**General Escrow Amount**” means Seven Million Dollars (\$7,000,000).

“**General Escrow Property**” has the meaning set forth in **Section 2.6(a)**.

“**General Escrow Termination Date**” means the date that is eighteen (18) months after the Closing Date.

“**Government Contract**” means every bid, proposal, contract, teaming agreement, order or other agreement for the sale, lease, license, or transfer of goods, services, intellectual property, material or labor hours between any of the Cornerstone Companies and any Governmental Authority, including any subcontracts and lower-tier subcontracts relating to such agreements.

“**Governmental Authority**” means any domestic or foreign federal, state or local governmental authority, department, court, agency or official, including any political subdivision thereof.

“**Governmental Order**” means any ruling, award, decision, injunction, judgment, order, decree or subpoena entered, issued or made by any Governmental Authority.

“**GSA Contract**” means GSA Contract No. GS-25F-0042S by and between the U.S. General Services Administration and Cornerstone Records Management, LLC, awarded on or about July 28, 2006 to Excel Archives of Virginia, Inc. and novated on or about April 13, 2012 to Cornerstone Records Management, LLC, including any proposals, quotes, amendments, modifications, blanket purchase agreements, task orders, delivery orders, purchase orders or other agreements related thereto. For the avoidance of doubt, the GSA Contract does not include the contracts listed in items 2-16 of Section 3.14(a)(xvii) of the Company Disclosure Schedules.

“**Hazardous Substances**” means any pollutant or contaminant and any toxic, radioactive, infectious or otherwise hazardous substance or material, as such terms are defined in, identified pursuant to or regulated by any Environmental Law, including without limitation, gasoline, oil, diesel fuel and other petroleum products, and polychlorinated biphenyls.

“**HSR Act**” means the Hart-Scott-Rodino Act of 1976.

“**Incentive Compensation Plan**” means that certain annual bonus program as presently in effect in 2013 for employees of the Company.

“**Incentive Payments**” has the meaning set forth in **Section 6.9**.

“**Indemnification Cap**” means an amount equal to (a) seven and one-half percent (7.5%) multiplied by (b) an amount equal to (i) One Hundred Ninety Million Eight Hundred Thirty-Three Thousand Dollars (\$190,833,000), plus (ii) Seven Hundred Fifty Thousand Dollars (\$750,000), plus (iii) if Closing Working Capital exceeds Target Working Capital, the amount of such excess and minus (iv) if Target Working Capital exceeds Closing Working Capital, the amount of such excess.

“**Indemnified Party**” has the meaning set forth in **Section 11.3(a)**.

“**Indemnifying Party**” has the meaning set forth in **Section 11.3(a)**.

“**Infringe**” has the meaning set forth in **Section 3.10(a)**.

“**Intellectual Property**” means all invention disclosures, patents, patent applications, trademarks, service marks and trade names, all goodwill associated therewith and all registrations and applications therefor, copyrights, copyright registrations and applications, rights in or relating to renewals, extensions, combinations, continuations, divisions and reissues of any of the foregoing, as applicable, internet domain names, software, trade secrets, and know how, in each case, to the extent protectable by Applicable Law.

“**Interim Balance Sheet**” means the unaudited consolidated balance sheet of the Cornerstone Companies as of the Interim Balance Sheet Date.

“**Interim Balance Sheet Date**” means June 30, 2013.

“**Interim Financials**” has the meaning set forth in **Section 3.5(a)**.

“**Knowledge of the Company**”, “**the Company’s Knowledge**” or any other similar knowledge qualification in this Agreement means the actual knowledge, after reasonable inquiry, of Michael Drai, Doug Mann, Fred Cooper, Walter Caudill, R. Alan Macksey, Jr., Amy McNeeley, or Robert Greer. Solely with respect to the representation set forth **Section 3.25(c)**, Knowledge of the Company shall also include the actual knowledge, after reasonable inquiry, of Mike Koontz.

“**Leased Real Property**” has the meaning set forth in **Section 3.9**.

“**Leases**” has the meaning set forth in **Section 3.9**.

“**Letter of Transmittal**” has the meaning set forth in **Section 2.7(c)**.

“**Lien**” means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest or encumbrance in respect of such property or asset; the term “Lien” shall not be deemed to include any license of Intellectual Property.

“**Material Adverse Effect**” means (a) any change, event, circumstance, development or effect that is or would reasonably be expected to be materially adverse to the Business, assets, liabilities, capitalization, condition (financial or other), or results of operations of the Cornerstone Companies, taken as a whole, or the ability of Buyer to operate the Business of the Cornerstone Companies, taken as a whole, immediately after the Closing, substantially in the manner as such Business was operated by the Cornerstone Companies, taken as a whole, immediately prior to the Closing or (b) any change, event, circumstance, development or effect that impairs, or would impair, the ability of the Cornerstone Companies or SCP Funds to consummate the Contemplated Transactions; provided, however, that the term “Material Adverse Effect” shall not include any change, event, circumstance, development or effect that is, or that results from, any of the following: (i) changes in general political or economic conditions, including changes in currency exchange rates, (ii) changes in Applicable Laws or interpretations thereof by any Governmental Authority, (iii) changes in financial, banking, or securities markets in general (in each case, whether domestic or foreign and including any disruption thereof), (iv) changes in GAAP, (v) the taking of any action contemplated by this Agreement or the other agreements contemplated hereby or the announcement or disclosure of this Agreement, the other agreements contemplated hereby or the transactions contemplated hereby or thereby, (vi) matters that arise from any actions or omissions of Buyer and its Affiliates, (vii) the failure by the Company or its Affiliates to take any action that is prohibited by this Agreement, or (viii) any change resulting or arising from the identity of, or any facts or circumstances relating to, Buyer, MergerSub or any of their respective Affiliates. For the avoidance of doubt, the parties agree that the terms “material,” “materially” or “materiality” as used in this Agreement with an initial lower case “m” will have their respective customary and ordinary meanings, without regard to the meaning ascribed to Material Adverse Effect.

“**Merger**” has the meaning set forth in **Recitals**.

“**MergerSub**” has the meaning set forth in **Preamble**.

“**Most Recent Audited Balance Sheet**” has the meaning set forth in **Section 3.5(a)**.

“**Most Recent Audited Balance Sheet Date**” has the meaning set forth in **Section 3.5(a)**.

“**Non-controlling Party**” means the party not controlling the defense of any Third Party Claim.

“**Nova**” means Nova Records Management, LLC, a Delaware limited liability company and the direct Subsidiary of the Company.



**“Nova Limited Liability Company Agreement”** means the Limited Liability Company Agreement of Nova, dated May 18, 2009.

**“Nova Non-Voting Preferred Unit Redemption Amount”** means the aggregate amount required to redeem all of the outstanding Non-Voting Preferred Units (as defined in the Nova Limited Liability Company Agreement) of Nova as of the Closing Date.

**“Nova Non-Voting Preferred Unitholder”** means the holder of all of the outstanding Non-Voting Preferred Units (as defined in the Nova Limited Liability Company Agreement) of Nova as of the Closing Date.

**“Operating Agreement”** means the Second Amended and Restated Operating Agreement of the Company, dated as of March 15, 2013, as amended.

**“Organizational Documents”** means, with respect to any Person (other than a natural person), the certificate or articles of incorporation, organization or formation of such Person and any limited liability company, operating or partnership agreement, by-laws or similar documents or agreements relating to the legal organization of such Person.

**“Paying Agent”** has the meaning set forth in **Section 2.7(a)**.

**“Payment Percentages”** has the meaning set forth in **Section 2.10**.

**“Permit”** means, with respect to any Person, any license, franchise, permit or certificate issued by, or otherwise granted by, any Governmental Authority to which or by which such Person is subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

**“Permitted Liens”** means (a) statutory Liens for Taxes, special assessments or other governmental and quasi-governmental charges not yet due and payable or the amount or validity of which is being contested in good faith, (b) landlords’, warehousepersons’, mechanics’, materialmens’, carriers’, Liens to secure claims for labor, material or supplies and other similar Liens that relate to obligations not due and payable and arise in the ordinary course of business, (c) Liens incurred or deposits or pledges made in connection with, or to secure payment of, workers’ compensation, unemployment insurance, old age pension programs mandated under Applicable Laws or other social security regulations, (d) zoning, building, entitlement and other land use regulations or restrictions, (e) covenants, conditions, restrictions, easements, encumbrances and other similar matters of record affecting title to but not adversely affecting in any material respect the value of, or the current occupancy or use of, any of the Leased Real Property, (f) the interests of the lessors and sublessors of any of the Leased Real Property, and (g) restrictions on the ownership or transfer of securities arising under Applicable Laws.

**“Person”** means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

**“Post-Closing Representation”** has the meaning set forth in **Section 12.4(a)**.

**“Potential Contributor”** has the meaning set forth in **Section 11.5**.

**“Pre-Closing Taxes”** means with respect to each Cornerstone Company (a) all Taxes attributable to or payable with respect to any taxable period that begins before the Closing Date and ends on or before the Closing Date and (b) in the case of any taxable period that includes (but does not end on) the Closing

Date, (i) the amount of any income or other Taxes measured on the basis of actual economic activity (such as sales Taxes) that are attributable or payable with respect to such period determined on a closing of the books as of the close of business on the Closing Date, and (ii) the amount of any other Taxes (if not described in the preceding clause (i), such as ad valorem Taxes) that are attributable or payable with respect to the period determined on a pro rata basis with reference to the number of days in such period prior to and including the Closing Date relative to the number of days remaining in such period after the Closing Date. For the avoidance of doubt, the calculation of any Pre-Closing Tax shall take into account the amount of any exemption, allowance or deduction (including depreciation and amortization deductions) applicable to such Tax, including, with respect to clause (b)(ii), a pro-rata portion of such amounts that would have been available on the Closing Date had the relevant Tax period ended on the Closing Date.

“**Proposed Final Closing Statement**” has the meaning set forth in **Section 2.9(b)**.

“**Purchase Price Allocation**” has the meaning set forth in **Section 8.3(b)**.

“**Qualified Plan**” has the meaning set forth in **Section 3.12(a)**.

“**Released Amount**” has the meaning set forth in **Section 11.2(c)**.

“**Releasees**” has the meaning set forth in **Section 8.8**.

“**Remaining Escrow Property**” has the meaning set forth in **Section 11.8(c)**.

“**Remaining Storage Transfer Amount**” means an amount that is equal to (a) \$1.50 multiplied by (b) the amount of cubic feet storing inventory that remains to be transferred, as of the Closing Date, from the Leased Real Properties located at (i) 14051 Rosecrans Avenue, La Mirada, California; (ii) 30 Commerce Road, Carlstadt, New Jersey; (iii) 6808 Greenway Ave, Philadelphia, Pennsylvania; and (iv) 5801 Grayson Road, Harrisburg, Pennsylvania.

“**Representative**” means, with respect to any Person, any director, officer, employee, manager, consultant, or professional advisor of such Person, including legal counsel, accountants, and financial advisors.

“**SCH**” has the meaning set forth in **Preamble**.

“**SCH Letters of Credit**” has the meaning set forth in **Section 7.4**.

“**SCH Shares**” has the meaning set forth in **Recitals**.

“**SCH Share Consideration**” has the meaning set forth in **Section 2.2**.

“**SCH Stock Purchase**” has the meaning set forth in **Recitals**.

“**SCP II**” has the meaning set forth in **Preamble**.

“**SCP III**” has the meaning set forth in **Preamble**.

“**SCP Funds**” has the meaning set forth in **Preamble**.

“**Seller Indemnified Party**” has the meaning set forth in **Section 11.2(d)**.

“**Seller Returns**” has the meaning set forth in **Section 8.3(c)**.

“**Sellers**” means the SCP Funds and the Unitholders.

“**Sellers’ Representative**” has the meaning set forth in **Preamble**.

“**Sellers’ Representative Fund Amount**” means Five Hundred Thousand Dollars (\$500,000).

“**Sellers’ Representative Fund Property**” has the meaning set forth in **Section 2.6(e)**.

“**Severance-Related Payroll Taxes**” shall mean the employer portion of any employment or payroll Taxes attributable to or imposed on any Closing Severance-Related Amount payments.

“**Solvent**” means, with respect to any Person, that (a) the sum of the assets, at a fair valuation, of such Person and its Subsidiaries (on a consolidated basis) and of each of them (on a stand-alone basis) exceeds their respective liabilities, (b) each of such Person and its Subsidiaries (on a consolidated basis) and each of them (on a stand-alone basis) has not incurred and does not intend to incur, and does not believe that it will incur, debts or other liabilities beyond its ability to pay such debts and other liabilities as such debts and other liabilities mature or become due and (c) each of such Person and its Subsidiaries (on a consolidated basis) and each of them (on a stand-alone basis) has sufficient capital with which to conduct its business.

“**Special 280G Consent**” has the meaning set forth in **Section 6.9**.

“**Special Escrow Account**” means a separate account established in accordance with the terms of the Escrow Agreement, which shall hold the Special Escrow Amount and all interest and other amounts earned thereon.

“**Special Escrow Amount**” means Two Million Dollars (\$2,000,000).

“**Special Escrow Property**” has the meaning set forth in **Section 2.6(b)**.

“**Special Escrow Termination Date**” means the date that is five (5) years after the Closing Date.

“**Straddle Period**” has the meaning set forth in **Section 8.3(e)**.

“**Straddle Period Returns**” has the meaning set forth in **Section 8.3(d)**.

“**Subsidiary**” of any Person means, on any date, any Person of which securities or other ownership interests representing more than fifty percent (50%) of the equity or more than fifty percent (50%) of the ordinary voting power or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests or more than fifty percent (50%) of the profits or losses of which are, as of such date, owned, controlled or held by the applicable Person or one or more direct or indirect subsidiaries of such Person.

“**Surviving Company**” has the meaning set forth in **Section 2.3(b)**.

“**Target Working Capital**” means Six Million One Hundred Thousand Dollars (\$6,100,000).

“**Tax**” means any federal, state, local and non-U.S. income, profits, license, severance, occupation, windfall profits, capital gains, capital stock, transfer, registration, franchise, gross receipts,

payroll, sales, employment, use, property, real property, personal property, escheatment, excise, stamp, alternative or add-on minimum, withholding and other taxes imposed by a Taxing Authority, including any interest, penalty or addition thereto.

“**Tax Returns**” means returns, reports, forms and information statements required to be filed with a Taxing Authority reporting liability for Taxes, including any schedules or attachments thereto and including any amendment thereof.

“**Taxing Authority**” means any Governmental Authority responsible for the imposition, assessment or collection of any Tax.

“**Termination Date**” means December 31, 2013.

“**Third Party Claim**” has the meaning set forth in **Section 11.3(c)**.

“**Third-Party Consent**” has the meaning set forth in **Section 8.5**.

“**Transaction Bonus Agreements**” means, collectively, (i) the Transaction Bonus Agreement by and between the Company and Doug Mann, dated July 2, 2013, (ii) the Transaction Bonus Agreement by and between the Company and Fred Cooper, dated July 2013; and (iii) the Transaction Bonus Agreement by and between the Company and Barry Polan, dated August 13, 2013.

“**Transaction Documents**” means this Agreement, the Escrow Agreement, and the Transaction Bonus Agreements.

“**Transaction Expenses**” means the collective amount payable by the SCP Funds and the Cornerstone Companies for all out-of-pocket costs and expenses incurred in connection with the Contemplated Transactions, including (a) all fees and expenses for professional services rendered by Robert W. Baird & Co., legal counsel, accounting firms, and other professional advisors, and (b) any expenses related to the purchase of an extended reporting period endorsement under each of the Cornerstone Companies existing directors’ and officers’ liability coverage in connection with the transactions contemplated by this Agreement.

“**Transition Services Agreements**” has the meaning set forth in **Section 9.2(k)**.

“**Transitional Individuals**” has the meaning set forth in **Section 9.2(k)**.

“**Unitholders**” means the holders of the Units as of immediately prior to the Effective Time (other than the Cornerstone Companies).

“**Units**” means, collectively, the Class A Participating Preferred Units, the Class B Participating Preferred Units, the Class A Common Units, the Class B Common Units, the Class C Common Units, and the Class D Common Units of the Company, each as defined in the Operating Agreement.

1.2 **Other Definitional and Interpretive Provisions.** Except as otherwise explicitly specified to the contrary herein:

(a) the words “hereof,” “herein,” “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, and reference to a particular section of this Agreement shall include all subsections thereof,

(b) references to a section, exhibit, annex or schedule means a section of, or exhibit, annex or schedule to this Agreement, unless another agreement is specified,

(c) the captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof,

(d) all exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein, and any capitalized terms used in any exhibit or schedule but not otherwise defined therein shall have the meaning as defined in this Agreement,

(e) definitions shall be equally applicable to both the singular and plural forms of the terms defined, and references to the masculine, feminine or neuter gender shall include each other gender,

(f) the word “including” means including without limitation,

(g) any reference to “\$” or “dollars” means United States dollars,

(h) references to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof, and

(i) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rule, or regulation, in each case as amended or otherwise modified from time to time through the date of this Agreement.

## ARTICLE 2 THE CONTEMPLATED TRANSACTIONS

2.1 **Closing.** The closing of the transactions contemplated by this Agreement (the “Closing”) shall be coordinated through the offices of Baker & Hostetler LLP at 191 North Wacker Drive, 31st Floor, Chicago, Illinois 60606, as soon as practicable, but in no event later than 10:00 a.m. local time on the second Business Day after the date on which each of the conditions set forth in **Article 9** (other than conditions that by their nature are to be satisfied through deliveries to be made at the Closing, but subject to their satisfaction at Closing) has been satisfied or waived in accordance with **Section 12.2**, or at such other place, at such other time or on such other date as Buyer and the Company may mutually agree.

### 2.2 **Purchase and Sale of the SCH Shares.**

(a) Upon the terms and subject to the conditions hereof, immediately prior to the Effective Time, and contingent on completion of the Merger, each of the SCP Funds severally agrees to sell, transfer and deliver to Buyer, and Buyer agrees to purchase from each such SCP Fund, the SCH Shares held by such SCP Fund, which shall be delivered by such SCP Fund to Buyer free and clear of all Liens, as set forth on **Schedule 2.2** hereto, for the purchase price set forth in **Section 2.2(b)** below.

(b) The purchase price for each of the SCH Shares (in the aggregate, the “**SCH Share Consideration**”) shall be equal to the portion of the Estimated Closing Consideration allocated in respect thereof in accordance with **Section 2.10** below, plus any Additional Consideration allocated in respect thereof in accordance with **Section 2.10** below and payable as provided herein. The SCH Share

Consideration allocated to the holders of Class A Participating Preferred Units in accordance with **Section 2.10** below is referred to herein as the “**Class A Preferred Consideration.**”

2.3 **The Merger.**

(a) At the Closing, MergerSub and the Company shall cause a certificate of merger (the “**Certificate of Merger**”) to be executed and filed with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the Delaware Limited Liability Company Act (the “**Delaware LLC Act**”). The Merger shall become effective as of the Effective Time.

(b) Upon the terms and subject to the conditions hereof, at the Effective Time, MergerSub shall be merged with and into the Company in accordance with the Delaware LLC Act, whereupon the separate existence of MergerSub shall cease, and the Company shall be the surviving company (the “**Surviving Company**”).

(c) From and after the Effective Time, the Surviving Company shall possess all of the property and be subject to all of the obligations and duties of the Company and MergerSub, to the fullest extent provided under the Delaware LLC Act.

2.4 **Certificate of Formation; Operating Agreement; Directors and Officers.**

(a) The certificate of formation of the Company in effect at the Effective Time shall be the certificate of formation of the Surviving Company until amended in accordance with Applicable Law and **Section 7.3(a)(ii)**.

(b) The operating agreement of MergerSub in effect at the Effective Time shall be the operating agreement of the Surviving Company until amended in accordance with Applicable Law and **Section 7.3(a)(ii)**.

(c) The officers and directors of MergerSub immediately prior to the Effective Time shall become, from and after the Effective Time, the officers and directors, respectively, of the Surviving Company, until their respective successors are duly elected or appointed or their earlier death, resignation or removal.

2.5 **Conversion of Units.** As a result of the Merger, at the Effective Time each Unit outstanding as of the Effective Time that is held by any Unitholder shall be converted into the right to receive, subject to the terms of this Agreement, an amount in cash equal to the portion of the Estimated Closing Consideration and Additional Consideration allocated in respect thereof (if any) in accordance with **Section 2.10** below and payable as provided herein.

2.6 **Escrow; Closing Date Payments.**

(a) At or prior to the Effective Time, Buyer shall cause the General Escrow Amount to be delivered to the Escrow Agent for deposit into the General Escrow Account established in accordance with the terms of the Escrow Agreement. The Escrow Agent shall hold the General Escrow Amount and all interest (if any) and other amounts earned thereon (if any) in escrow pursuant to the Escrow Agreement. For purposes of this Agreement the term “**General Escrow Property**” means, at any given time, the funds contained in the General Escrow Account at such time. The General Escrow Amount shall be applied by the Escrow Agent in accordance with the terms of the Escrow Agreement to pay amounts owing or payable under **Section 2.9(e)(ii)** or **Section 11.2(a)** (excluding subsection (xii) thereof), or otherwise disbursed in accordance with **Section 11.8** and the terms of the Escrow Agreement.

On the General Escrow Termination Date, an amount equal to (x) the General Escrow Property at such time, less (y) the aggregate amount of claims for indemnification under **Section 11.2(a)** (excluding subsection (xii) thereof) outstanding at such time, shall be released from the General Escrow Account for distribution to the Sellers in accordance with the terms of the Escrow Agreement. Thereafter, if at any time the amount of the General Escrow Property remaining in the General Escrow Account exceeds the amount of any outstanding claims for indemnification under **Section 11.2(a)** (excluding subsection (xii) thereof), such excess funds shall be released from the General Escrow Account for distribution to the Sellers in accordance with the terms of the Escrow Agreement.

(b) At or prior to the Effective Time, Buyer shall cause the Special Escrow Amount to be delivered to the Escrow Agent for deposit into the Special Escrow Account established in accordance with the terms of the Escrow Agreement. The Escrow Agent shall hold the Special Escrow Amount and all interest (if any) and other amounts earned thereon (if any) in escrow pursuant to the Escrow Agreement. For purposes of this Agreement the term “**Special Escrow Property**” means, at any given time, the funds contained in the Special Escrow Account at such time. The Special Escrow Amount shall be applied by the Escrow Agent in accordance with the terms of the Escrow Agreement to pay amounts owing or payable under **Section 11.2(a)(xii)**, or otherwise disbursed in accordance with **Section 11.8** and the terms of the Escrow Agreement. On the Special Escrow Termination Date, an amount equal to (x) the Special Escrow Property at such time, less (y) the aggregate amount of claims for indemnification under **Section 11.2(a)(xii)** outstanding at such time, shall be released from the Special Escrow Account for distribution to the Sellers in accordance with the terms of the Escrow Agreement. Thereafter, if at any time the amount of the Special Escrow Property remaining in the Special Escrow Account exceeds the amount of any outstanding claims for indemnification under **Section 11.2(a)(xii)**, such excess funds shall be released from the Special Escrow Account for distribution to the Sellers in accordance with the terms of the Escrow Agreement.

(c) Except for Buyer pursuant to this **Section 2.6**, no Person (including the Sellers and their respective Affiliates) shall have any obligation to fund the General Escrow Account or the Special Escrow Account. The Sellers’ Representative shall deliver to Buyer and the Sellers an updated Allocation Schedule no later than two (2) Business Days prior to any distribution to Sellers out of the General Escrow Account or the Special Escrow Account.

(d) At or prior to the Effective Time, Buyer shall deliver to the Paying Agent (to an account specified in writing by the Paying Agent at least two (2) Business Days prior to the Closing Date) cash in an amount equal to the sum of (i) the Sellers’ Representative Fund Amount, (ii) the aggregate amount of (1) the Estimated Closing Transaction Expenses, (2) the Closing Debt Amount and (3) the Nova Non-Voting Preferred Unit Redemption Amount to be paid by the Paying Agent to the recipients thereof and in the amounts specified in the Estimated Closing Statement, for and on behalf of the applicable Cornerstone Company, and (iii) the Estimated Closing Consideration.

(e) On the Closing Date, promptly following receipt of the Sellers’ Representative Fund Amount by the Sellers’ Representative in its capacity as Paying Agent, the Sellers’ Representative shall deposit the Sellers’ Representative Fund Amount into a non-interest-bearing account established by the Sellers’ Representative (the portion of the Sellers’ Representative Fund Amount remaining in such account at a given time, the “**Sellers’ Representative Fund Property**”). The Sellers’ Representative Fund Property shall be held and applied by the Sellers’ Representative for the purpose of paying Charges incurred by the Sellers’ Representative as contemplated by **Section 11.8**. The Sellers’ Representative shall be entitled to deduct and withhold from any funds or other assets otherwise payable out of the Sellers’ Representative Fund Property to any Seller pursuant to this Agreement such amounts as the Sellers’ Representative is required to deduct and withhold under any provision of federal, state, local or foreign Tax law. If the Sellers’ Representative so withholds amounts, such amounts shall be treated for

the purposes of this Agreement as having been paid to the Sellers in respect of which the Sellers' Representative made such deductions and withholding. At such time as the Sellers' Representative determines (in its reasonable discretion) that all or a portion of the Sellers' Representative Fund Property is not necessary to pay Charges, the Sellers' Representative shall cause such portion of the Sellers' Representative Fund Property to be released to each Seller in accordance with **Section 2.10** below.

(f) On the Closing Date, promptly following receipt by the Paying Agent of the payment described in **Section 2.6(d)**, the Paying Agent shall pay to the recipients thereof specified in the Estimated Closing Statement, for and on behalf of the applicable Cornerstone Company, such recipient's portion of (i) the Estimated Closing Transaction Expenses, (ii) the Closing Debt Amount and (iii) the Nova Non-Voting Preferred Unit Redemption Amount.

## **2.7 Paying Agent; Surrender and Payment.**

(a) The Sellers' Representative shall act as the paying agent (the "**Paying Agent**") for the purpose of (i) distributing the Estimated Closing Consideration and the Additional Consideration to the Sellers, including exchanging Units for applicable consideration payable hereunder and (ii) making the payments described in **Section 2.6(d)** above.

(b) Immediately following the Closing, the Paying Agent shall deliver to each SCP Fund the portion of the SCH Share Consideration such SCP Fund is entitled to receive pursuant to **Section 2.2** as set forth on the Allocation Schedule.

(c) Each Unitholder whose Units have been converted into the right to receive payment pursuant to **Section 2.5** shall be entitled to receive, after surrender to the Paying Agent of such Unitholder's Units, and, in each case, after the delivery to the Paying Agent of a properly completed and duly executed letter of transmittal in the form attached hereto as **Exhibit A** (a "**Letter of Transmittal**"), the portion of the Estimated Closing Consideration such Unitholder is entitled to receive as set forth on the Allocation Schedule (subject to any Taxes required to be withheld). The Letter of Transmittal shall include, without limitation, a release by each Unitholder of any claims against the Company and any of its officers and directors, and an acknowledgment of each Unitholder's indemnification obligations under this Agreement. Until so surrendered, each such Unit shall represent after the Effective Time for all purposes only the right to receive payment as provided in this Agreement. Subject to **Section 2.5** and **Section 2.6**, the Paying Agent shall pay to each Unitholder into an account designated in such Unitholder's Letter of Transmittal, such Unitholder's applicable consideration.

(d) If any portion of the consideration payable hereunder is to be paid to a Person other than the registered holder of the applicable Units, it shall be a condition to such payment that the applicable registered holder of the applicable Units shall properly transfer such Units and that the Person requesting such payment shall pay to the Surviving Company any transfer or other taxes required as a result of such payment to a Person other than the registered holder of such Units, or establish to the satisfaction of the Surviving Company that such tax has been paid or is not payable.

(e) After the Effective Time, there shall be no further registration of transfers of Units. All Units presented to the Paying Agent or the Surviving Company, as contemplated by this **Section 2.7**, shall be canceled upon such presentment.

(f) Any portion of the amount made available to the Paying Agent pursuant to **Section 2.6(f)** that remains unclaimed by the Unitholders six (6) months after the Effective Time shall be returned to Buyer, and any Unitholder who has not exchanged its Units for the applicable consideration prior to such time shall thereafter look only to Buyer for payment thereof without any interest thereon.



(g) To the extent permitted by Applicable Law, none of Buyer, MergerSub, the Cornerstone Companies, the Surviving Company or the Paying Agent shall be liable to any Unitholder for such portion of the consideration payable hereunder delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. If any Unitholder shall not have delivered a properly completed and duly executed Letter of Transmittal prior to two years after the Effective Time (or immediately prior to such earlier date on which any cash payable to such Unitholder pursuant to this **Article 2** would otherwise escheat to or become the property of any Governmental Authority), any such cash otherwise payable to such Unitholder shall, to the extent permitted by Applicable Law, become the property of the Surviving Company, free and clear of all claims or interest of any person previously entitled thereto.

2.8 **Withholding Rights.** Buyer, the Paying Agent, the Escrow Agent, and the Surviving Company and any other applicable withholding agent shall be entitled to deduct and withhold from the consideration otherwise payable to or for the benefit of any Person pursuant to this Agreement or the Escrow Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of federal, state, local or foreign Tax law; provided, however, that the Person intending to withhold shall notify such Persons of any amounts otherwise payable to such Persons at the Closing that it intends to deduct and withhold at least two (2) Business Days prior to the Closing Date other than required withholdings for income, employment and similar Taxes and, to the extent that it is determined after the Closing Date that amounts should be deducted and withheld from the consideration otherwise payable to any Person pursuant to this Agreement or the Escrow Agreement after the Closing Date, the applicable withholding agent or the Surviving Company shall notify such Persons of any amounts otherwise payable to such Persons that it intends to so deduct and withhold. Any amounts withheld in accordance with this **Section 2.8** shall be treated for all purposes of this Agreement and the Escrow Agreement as having been paid to the Seller in respect of which such deduction and withholding was made.

2.9 **Purchase Price Adjustment.**

(a) **Estimated Closing Statement.** The Company shall prepare in good faith and provide to Buyer no later than two (2) Business Days prior to the anticipated Closing Date (i) a written statement (the “**Estimated Closing Statement**”) setting forth in reasonable detail its good faith estimates of the Closing Working Capital (the “**Estimated Working Capital**”), the Closing Debt Amount (the “**Estimated Closing Debt Amount**”), the Closing Severance-Related Amount (the “**Estimated Closing Severance-Related Amount**”), the Remaining Storage Transfer Amount (the “**Estimated Remaining Storage Transfer Amount**”), and the Closing Transaction Expenses (the “**Estimated Closing Transaction Expenses**”) and (ii) the Company’s calculation of the estimated Final Closing Consideration (the “**Estimated Closing Consideration**”) calculated in accordance with the definition thereof and using the Estimated Working Capital as the amount of the Closing Working Capital, the Estimated Closing Debt Amount as the Closing Debt Amount, the Estimated Closing Severance-Related Amount as the Closing Severance-Related Amount, the Estimated Remaining Storage Transfer Amount as the Remaining Storage Transfer Amount and the Estimated Closing Transaction Expenses as the amount of the Closing Transaction Expenses and (iii) the Allocation Schedule. The Company’s good faith estimates of the Closing Working Capital, the Closing Debt Amount, the Closing Severance Amount, the Remaining Storage Transfer Amount and the Closing Transaction Expenses contained in the Estimated Closing Statement shall be prepared in accordance with the definitions thereof and the Accounting Policies. The Company shall provide Buyer and its Representatives such books and records reasonably requested by them to verify the information contained in the Estimated Closing Statement. Prior to the Effective Time, the Company and Buyer shall discuss any revisions to the Estimated Closing Statement suggested by Buyer and the Estimated Closing Statement shall reflect revisions to the Estimated Closing Statement as are mutually agreed upon by the Company and Buyer.

(b) **Proposed Final Closing Statement.** As promptly as possible and in any event within one hundred twenty (120) calendar days after the Closing Date, Buyer shall prepare or cause to be prepared, and shall provide to the Sellers' Representative, a written statement (the "**Proposed Final Closing Statement**") setting forth in reasonable detail its proposed final determination of the Closing Working Capital, the Closing Debt Amount, the Closing Transaction Expenses, the Closing Severance-Related Amount, the Remaining Storage Transfer Amount and the Final Closing Consideration. The determination of the Closing Working Capital, the Closing Debt Amount, the Closing Transaction Expenses, the Remaining Storage Transfer Amount and the Closing Severance-Related Amount reflected on the Proposed Final Closing Statement shall be prepared in accordance with the definitions thereof and the Accounting Policies. Buyer shall afford, and cause the Surviving Company and its Subsidiaries to afford, the Sellers' Representative and its Representatives a reasonably detailed explanation of the basis for any differences in any elements of the Proposed Final Closing Statement and the Estimated Closing Statement and reasonable access to the relevant work papers and other books and records (including Tax records) of Buyer, the Surviving Company and the Surviving Company's Subsidiaries for purposes of assisting the Sellers' Representative and its Representatives in their review of the Proposed Final Closing Statement.

(c) **Dispute Notice.** The Proposed Final Closing Statement (and the proposed final determinations of the Closing Working Capital, the Closing Debt Amount, the Closing Transaction Expenses, the Closing Severance-Related Amount, the Remaining Storage Transfer Amount and the Final Closing Consideration) shall be final, conclusive and binding on the parties hereto for purposes of this **Section 2.9** unless the Sellers' Representative provides a written notice (a "**Dispute Notice**") to Buyer no later than the twentieth (20th) Business Day after the delivery to the Sellers' Representative of the Proposed Final Closing Statement. Any Dispute Notice must set forth in reasonable detail (i) any item on the Proposed Final Closing Statement which the Sellers' Representative believes has not been prepared in accordance with this Agreement and the correct amount of such item and (ii) the Sellers' Representative's alternative calculation of the Closing Working Capital, the Closing Debt Amount, the Closing Transaction Expenses, the Closing Severance-Related Amount, the Remaining Storage Transfer Amount, and the Final Closing Consideration, as applicable.

(d) **Resolution of Disputes.** Buyer and the Sellers' Representative shall attempt to promptly resolve the matters raised in any Dispute Notice in good faith. Beginning ten (10) Business Days after delivery of any Dispute Notice pursuant to **Section 2.9(c)**, or any mutually-agreed extension thereof, either Buyer or the Sellers' Representative may provide written notice to the other (the "**Dispute Submission Notice**") that it elects to submit the disputed items to Ernst & Young LLP, or another nationally recognized independent accounting firm chosen jointly by Buyer and the Sellers' Representative (the "**Accounting Firm**"); provided that if Ernst & Young LLP is unwilling or unable to serve as the Accounting Firm and the Sellers' Representative and Buyer are unable to select an alternative firm within thirty (30) calendar days after delivery of the Dispute Notice, either Buyer or the Sellers' Representative may request the American Arbitration Association to appoint, within twenty (20) Business Days from the date of such request, an independent accounting firm meeting the requirements set forth above or a neutral and impartial certified public accountant with significant arbitration experience related to purchase price adjustment disputes relating to transactions of a similar nature. The parties shall instruct the Accounting Firm to promptly (and in any event within 30 calendar days), in accordance with such procedures as it deems fair and equitable, provided that each party shall be afforded an opportunity to submit a written statement in favor of its position and to advocate for its position orally before the Accounting Firm, review only those unresolved items and amounts specifically set forth and objected to in the Dispute Notice. In any such case, a single partner of the Accounting Firm selected by such Accounting Firm in accordance with its normal procedures and having expertise with respect to settlement of such disputes and the industry in which the Company operates shall act for the Accounting Firm in the determination proceeding, and the Accounting Firm shall render a written decision with

respect to each disputed matter, including a statement in reasonable detail of the basis for its decision. All of the fees and expenses of the Accounting Firm shall be borne by the Surviving Company (in the event that the dollar amount of the disputed items resolved by the Accounting Firm in favor of the Seller's Representative is greater than those resolved by the Accounting Firm in favor of Buyer) or the Sellers' Representative, from the Sellers' Representative Fund Amount (in the event that the dollar amount of the disputed items resolved by the Accounting Firm in favor of Buyer is greater than those resolved by the Accounting Firm in favor of the Seller's Representative). The decision of the Accounting Firm with respect to the disputed items of the Proposed Final Closing Statement submitted to it shall be final, conclusive and binding on the parties for purposes of this **Section 2.9**. As used herein, the Proposed Final Closing Statement, as adjusted to reflect any changes agreed to by the parties and/or the decision of the Accounting Firm pursuant to this **Section 2.9**, is referred to herein as the "**Final Closing Statement**." Each of the parties to this Agreement agrees to cooperate with the Accounting Firm (including by executing a customary engagement letter reasonably acceptable to it) and to cause the Accounting Firm to resolve any such dispute as soon as practicable after the commencement of the Accounting Firm's engagement.

(e) **Purchase Price Adjustment.** If the Closing Working Capital, the Closing Debt Amount, the Closing Transaction Expenses, the Remaining Storage Transfer Amount or the Closing Severance-Related Amount (as finally determined pursuant to this **Section 2.9** and as set forth in the Final Closing Statement) differs from the estimated amounts thereof set forth in the Estimated Closing Statement, the Final Closing Consideration shall be recalculated using such final figures in lieu of such estimated figures, and

(i) In the event the Final Closing Consideration exceeds the Estimated Closing Consideration (A) the Sellers' Representative shall deliver to Buyer and the Sellers an updated Allocation Schedule no later than two (2) calendar days prior to the payment required by this **Section 2.9(e)(i)** and (B) Buyer shall remit or cause to be remitted to the Paying Agent (for distribution to the Sellers in accordance with **Section 2.10** below) an aggregate amount equal to the excess of the Final Closing Consideration over the Estimated Closing Consideration; or

(ii) In the event the Estimated Closing Consideration exceeds the Final Closing Consideration, Buyer and the Sellers' Representative shall jointly direct the Escrow Agent to transfer to Buyer, or at Buyer's discretion, to the Surviving Company, by wire transfer of immediately available funds out of the General Escrow Property an aggregate amount equal to the excess of the Estimated Closing Consideration over the Final Closing Consideration (solely to the extent of the funds available in the General Escrow Account).

(f) **Working Capital.** The parties hereto acknowledge that the sole purpose of the working capital adjustment is to adjust for actual changes in the relative levels of items of working capital captured in the definition of Closing Working Capital from the target amounts specified in this Agreement. Accordingly, the Closing Working Capital shall be calculated using the Accounting Policies applied in a manner consistent with the application of such policies in the calculation of the Target Working Capital (as described in **Exhibit B**) and shall not take into account any changes in accounting treatment, whether or not that would be required under GAAP, as a result of any change in plans, basis of estimation, intent or strategy of the Company from or after the date hereof.

2.10 **Allocations.** Any portion of the consideration due to Sellers hereunder shall be allocated among the Sellers in a manner that is consistent with the distribution provisions contained in the Operating Agreement (with the SCP Funds receiving in the aggregate an amount equal to what SCH would have received under the Operating Agreement in respect of its Class A Participating Preferred Units). Because the distribution provisions of the Operating Agreement provide for differing allocations

among the Sellers depending on differences in the total amount of assets distributed, (a) the relative allocation percentages of the total consideration paid and payable hereunder and under the Escrow Agreement to the Sellers (the “**Payment Percentages**”) shall be adjusted from time to time in the good faith discretion of the Sellers’ Representative upon written notice by the Sellers’ Representative to the Company (or the Surviving Company, as applicable), the SCP Funds, Buyer, the Paying Agent, and the Escrow Agent and (b) the Estimated Closing Consideration shall be allocated and distributed among the Sellers in accordance with the Operating Agreement as if the Estimated Closing Consideration were the only consideration paid and payable in connection with the Contemplated Transactions and, as Additional Consideration becomes paid and payable hereunder, the Payment Percentages of the Sellers shall be adjusted by the Sellers’ Representative so that each Seller’s allocation of the aggregate consideration paid and payable hereunder is consistent with the distribution provisions of the Operating Agreement taking into account all amounts paid and payable hereunder and under the Escrow Agreement from the Closing Date through the date of such distributions (with the SCP Funds receiving in the aggregate an amount equal to what SCH would have received under the Operating Agreement in respect of its Class A Participating Preferred Units).

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SCH AND THE COMPANY**

In order to induce Buyer to enter into and perform this Agreement and to consummate the Contemplated Transactions, SCH and the Company hereby, jointly and severally, represent and warrant to Buyer as follows, in each case except as set forth in the disclosure schedules delivered by the Company to Buyer prior to the execution and delivery of this Agreement (“**Company Disclosure Schedules**”):

#### **3.1 Organization.**

(a) Each of the Cornerstone Companies is (i) duly organized, validly existing and in good standing under the laws of Delaware and (ii) duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or licensed by it or the nature of its business makes such qualification, licensing or good standing necessary, except where the failure to be so qualified or licensed or in good standing has not had, and would not reasonably be expected to have, a Material Adverse Effect. SCH has made available to Buyer true and complete copies of the charter and bylaws, or other applicable Organizational Documents, of the Cornerstone Companies, each as amended and otherwise in effect.

(b) SCH was organized for the sole purpose of holding equity interests of the Company and has not engaged in any activities other than those necessary for, or incident or related to, holding such equity interests.

(c) Section 3.1(c) of the Company Disclosure Schedules sets forth a true and complete list of (i) the name and jurisdiction of organization of each of the Cornerstone Companies; (ii) the names of the officers and directors of each Cornerstone Company; and (iii) the jurisdictions in which each Cornerstone Company is qualified or holds licenses to do business as a foreign corporation or other entity.

#### **3.2 Power and Authorization.**

(a) SCH has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. SCH has taken all corporate actions or proceedings required to be taken by or on the part of SCH to authorize and permit the execution and delivery by SCH of this Agreement, the Transaction Documents, and the instruments required to be executed and delivered

by it pursuant hereto and thereto, and the performance by SCH of its obligations hereunder and thereunder and the consummation by SCH of the Contemplated Transactions. This Agreement has been (or in the case of Transaction Documents to be entered into at or prior to the Closing, will be) duly executed and delivered by SCH, and assuming the due authorization, execution and delivery by each of the other parties hereto or thereto, constitutes (or will constitute) the legal, valid and binding obligation of SCH, enforceable against it in accordance with its terms.

(b) The Company has the limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Company has taken all limited liability company actions or proceedings required to be taken by or on the part of the Company to authorize and permit the execution and delivery by the Company of this Agreement, the Transaction Documents, and the instruments required to be executed and delivered by it pursuant hereto and thereto, and the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the Contemplated Transactions. This Agreement has been (or in the case of Transaction Documents to be entered into at or prior to the Closing, will be) duly executed and delivered by the Company, and assuming the due authorization, execution and delivery by each of the other parties hereto or thereto, constitutes (or will constitute) the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.

### 3.3 **No Violation or Approval; Consents.**

(a) The board of directors of each of SCH and the Company has adopted resolutions approving this Agreement and the Contemplated Transactions. SCH, in its capacity as the holder of a majority of the Class A Participating Preferred Units, has adopted resolutions approving this Agreement and the Contemplated Transaction.

(b) Neither the execution, delivery and performance of this Agreement or the Transaction Documents by SCH or the Company nor their consummation of the Contemplated Transactions shall:

(i) require the consent, waiver, approval, order or authorization of, or filing with, any Governmental Authority by or on behalf of the Cornerstone Companies, other than the filing of the Certificate of Merger with the Secretary of State of the State of Delaware;

(ii) result in or give rise to the imposition of a Lien (other than Permitted Liens) on any of the assets of the Cornerstone Companies;

(iii) result in a breach or violation of, or constitute a default under, any Applicable Laws to which the Cornerstone Companies, the Business or any Assets are subject; or

(iv) except as set forth on Section 3.3(b) of the Company Disclosure Schedules, result in a breach or violation of, or constitute a default under, or result in termination of, or accelerate the performance required by, or require any action by (including any authorization, consent or approval) or notice to any Person under, any of the terms, conditions or provisions of (A) any Disclosed Contract, (B) any Lease, (C) any Governmental Order to which any Cornerstone Company is subject, or (D) the Organizational Documents of any Cornerstone Company.

### 3.4 **Capitalization of the Cornerstone Companies.**

(a) The current list of equity interests in each of SCH and the Company is set forth on Section 3.4(a) of the Company Disclosure Schedules, setting forth the names of the individual holders

and the amount of each class or series of equity interest held by each holder, and the amount and type of any equity into which such equity interests are convertible. All of the issued and outstanding equity interests of the Cornerstone Companies have been (i) duly authorized and validly issued and are fully paid and nonassessable and (ii) offered, issued and sold by the applicable Cornerstone Company in compliance with all applicable federal and state securities laws.

(b) As of the date hereof, except as described in Section 3.4(b) of the Company Disclosure Schedules, there are no outstanding options, warrants or other rights of any Person to acquire any Units or any other equity securities of, or any equity interests in, any of the Cornerstone Companies, or securities exercisable or exchangeable for, or convertible into, equity securities of, or equity interests in, any of the Cornerstone Companies.

(c) Except for (i) SCH's ownership of Class A Participating Preferred Units of the Company and (ii) the Company's ownership of interests in Nova, none of the Cornerstone Companies owns any equity securities of or interests in any Person. Except as set forth in Section 3.4(c) of the Company Disclosure Schedules, the Company holds 100% of the voting equity interests of Nova free and clear of all Liens, and SCH holds the Class A Participating Preferred Units of the Company held by it free and clear of all Liens.

(d) Except as set forth on Section 3.4(d) of the Company Disclosure Schedules, there is no agreement, written or oral, between any of the Cornerstone Companies and any holder of their respective equity interests, or among any holders of their respective equity interests, relating to the sale or transfer (including agreements relating to rights of first refusal, co-sale rights or "drag-along" rights), registration under the Securities Act of 1933, or voting of any equity interests in the Cornerstone Companies. Except as set forth on Section 3.4(d) of the Company Disclosure Schedules, there are no outstanding contractual obligations of any Cornerstone Company to repurchase, redeem or otherwise acquire any units, other equity interests or any other securities of such Cornerstone Company.

### 3.5 **Financial Matters.**

(a) **Financial Statements.** Buyer has been furnished with each of the following:

(i) the audited consolidated balance sheets of SCH as of December 31, 2012 (respectively, the "**Most Recent Audited Balance Sheet**" and the date thereof, the "**Most Recent Audited Balance Sheet Date**"), December 31, 2011 and December 31, 2010, and the related audited consolidated statements of income, cash flow and changes in stockholders' equity of SCH and its consolidated Subsidiaries for the fiscal years then-ended, accompanied by any notes thereto and the reports of SCH's independent accountants with respect thereto (collectively, the "**Audited Financials**"); and

(ii) the unaudited consolidated balance sheet of SCH as of the Interim Balance Sheet Date and the related unaudited consolidated statement of income of SCH for the six (6) months then ended (the "**Interim Financials**" and, together with the Audited Financials, the "**Financials**").

(b) **Compliance with GAAP.** The Financials (including any notes thereto) have been prepared in accordance with GAAP, consistently applied, are based on the books and records of the Cornerstone Companies and fairly present, in all material respects, the consolidated financial position and results of the operations of SCH and its consolidated Subsidiaries as of the dates thereof and their consolidated results of operations and cash flow for the periods then-ended in accordance with GAAP (subject, in each case, in the case of the unaudited Financials, to the absence of statements of cash flows

and stockholder equity and footnotes and to normal year-end and periodic reclassifications and adjustments which are not, individually or in the aggregate, material in amount).

(c) **Absence of Undisclosed Liabilities.** The Cornerstone Companies do not have any liabilities or obligations (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due) which, individually or in the aggregate, would have a Material Adverse Effect, except for (i) liabilities reflected or reserved against in the Financials, (ii) liabilities incurred in the ordinary course of business consistent with past practices since the Most Recent Audited Balance Sheet Date, which are not, individually or in the aggregate, material in amount and (iii) liabilities or obligations to the extent described in the Company Disclosure Schedules, including those required to be performed pursuant to contracts and agreements listed therein or which are not required to be listed therein.

(d) **Accounts Receivable.** To the Company's Knowledge, no accounts receivable of the Cornerstone Companies reflected on the Interim Balance Sheet, or that have arisen since the Interim Balance Sheet Date, are subject to any setoffs or counterclaims, which individually or in the aggregate would be material. None of the Cornerstone Companies has received any written notice from an account debtor stating that any account receivable is subject to any contest, setoff or counterclaim by such account debtor. Accounts receivable of the Cornerstone Companies have arisen from bona fide sales or services rendered in the ordinary course of business. Section 3.5(d) of the Company Disclosure Schedules sets forth a summary of the accounts receivable reflected on the Most Recent Balance Sheet, and a complete and accurate list of such accounts receivable, showing the aging thereof, has been provided to Buyer.

3.6 **Absence of Certain Developments.** From the Most Recent Audited Balance Sheet Date through the date of this Agreement (a) there has not been any change or effect that constitutes a Material Adverse Effect and (b) none of the Cornerstone Companies has taken any of the actions set forth in **Section 6.1** (aside from actions contemplated by this Agreement).

3.7 **Debt.** Section 3.7 of the Company Disclosure Schedules sets forth a list of all of the Cornerstone Companies' material Contractual Obligations that constitute or govern Debt.

3.8 **Tangible Personal Property.**

(a) The Cornerstone Companies have good title to, or in the case of leased or licensed property and assets have the right to use pursuant to a valid and enforceable lease, license or similar Contractual Obligation, all of their respective material tangible personal properties, rights and assets, including all assets reflected in the Most Recent Audited Balance Sheet, except (i) to the extent the enforceability of any such Contractual Obligations may be limited by general principles of equity (whether considered in a proceeding at law or in equity) and (ii) for assets that have been sold or otherwise disposed of since the Most Recent Audited Balance Sheet Date in the ordinary course of business consistent with past practices (collectively, the "**Assets**").

(b) The applicable Cornerstone Company is the true and lawful owner, and has good title to, all of the owned Assets, free and clear of all Liens, other than a Permitted Lien. The Cornerstone Companies own or lease all tangible assets sufficient in all material respects for the conduct of their Businesses as presently conducted.

(c) Each such tangible asset with a net book value greater than \$20,000 is free from material defects, has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear) and is suitable for the purposes for which it presently is used.

(d) Section 3.8(d) of the Company Disclosure Schedules lists individually, as of the Interim Balance Sheet Date, each fixed asset (within the meaning of GAAP) of the Cornerstone Companies with a net book value in excess of \$20,000, indicating the cost, accumulated book depreciation (if any) and the net book value of each such fixed asset as of the Interim Balance Sheet Date.

(e) This **Section 3.8** does not relate to real property or interests in real property, such items being instead the subject of **Section 3.9**, or to Intellectual Property or interests in Intellectual Property, such items being instead the subject of **Section 3.10**.

3.9 **Real Property.** None of the Cornerstone Companies owns or has ever owned any real property. The real properties leased by the Cornerstone Companies are listed in Section 3.9 of the Company Disclosure Schedules (the “**Leased Real Property**”). SCH has made available to Buyer true and correct copies of the leases relating to such Leased Real Property and all extensions, amendments and other modifications, if any, thereof (the “**Leases**”) and subordination and nondisturbance agreements, if any, relating thereto. Except as set forth in Section 3.9 of the Company Disclosure Schedules, none of the Leased Real Property is occupied by any of the Cornerstone Companies pursuant to a sublease. With respect to each Lease, none of the Cornerstone Companies has assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in any Lease or subleased or licensed or otherwise conveyed any interest in the premises demised by any Lease, or granted any possessory rights thereto to any third party. Except as disclosed in Section 3.9 of the Company Disclosure Schedules: (a) the Leases are legal, valid, binding upon and enforceable against the parties thereto, and are in full force and effect; (b) the applicable Cornerstone Company has a valid leasehold interest in the Leased Real Property under each of the Leases; (c) to the Company’s Knowledge, each such leasehold interest is not subordinate to any mortgage, hypothec, deed of trust, lease or other similar instrument as to which a commercially reasonable nondisturbance agreement has not been obtained for the applicable Cornerstone Company’s benefit from the holder, trustee or lessor thereof; (d) the applicable Cornerstone Company is not and, to the Knowledge of the Company, no other party to the Leases, or to any of the subleases identified in Section 3.9 of the Company Disclosure Schedules are, in material breach or material default of the Leases or any subleases; (e) no alterations or improvements have been made nor has any other work or damage been done as to which the lessor under any Lease may at any time assert a right under the terms of the Lease to hold the applicable Cornerstone Company responsible (financially or otherwise) for removal, repair or restoration of the applicable Leased Real Property; (f) to the Company’s Knowledge, each of the Leased Real Property and the improvements and the conduct of the Business thereon comply with all applicable zoning and other land use laws, rules, regulations and ordinances, including building codes, except for any instances of non-compliance which would not, individually or in the aggregate, constitute a Material Adverse Effect; (g) to the Company’s Knowledge, all facilities of which the Leased Real Property constitutes a part (including alterations constructed by the applicable Cornerstone Company) have received all approvals of Governmental Authority (including licenses and permits) required in connection with the operation thereof and have been operated and maintained in accordance with Applicable Law; (h) the Leased Real Property is supplied with utilities and other similar services necessary for the operation of the Business as now operated; (i) to the Knowledge of the Company, there are no planned capital improvements or expenditures for any Leased Real Property for which the Company would be wholly or partially responsible under the applicable Lease; and (j) the operating expenses for the fiscal year ended December 31, 2012 due under each Lease have been reconciled.

### 3.10 **Intellectual Property.**

(a) Except as would not have a Material Adverse Effect or as set forth in Section 3.10(a) of the Company Disclosure Schedules: (i) the Cornerstone Companies own, license or have the right to use all Intellectual Property used in and material to the operation of the Business as currently conducted, free and clear of all Liens other than Permitted Liens; (ii) to the Knowledge of the Company,



no actions are threatened or pending against the Cornerstone Companies with regard to any Intellectual Property; (iii) to the Knowledge of the Company, (A) the operation of the Business and the use of the Cornerstone Companies' Intellectual Property does not infringe, misappropriate or violate (“**Infringe**”) the Intellectual Property of any other Person, and (B) no third party is materially Infringing the Cornerstone Companies' Intellectual Property; (iv) all unexpired registrations, renewals and pending applications for registered Intellectual Property owned by the Cornerstone Companies that are material to the Cornerstone Companies, taken as a whole, are subsisting and, to the Knowledge of the Company, are valid and enforceable; and (v) the Cornerstone Companies take commercially reasonable actions to maintain and protect the integrity, security and operation of their information systems.

(b) Section 3.10(b) of the Company Disclosure Schedules sets forth a list of all material Intellectual Property that is owned by the Cornerstone Companies or licensed to the Cornerstone Companies and used in and material to the operation of the Business.

### 3.11 **Tax Matters.**

(a) All material Tax Returns that were required to have been filed by the Cornerstone Companies have been duly and timely filed with the appropriate Taxing Authority, all such Tax Returns are true, accurate and complete in all material respects, and all Taxes owed by the Cornerstone Companies with respect to such Tax Returns have been paid or accrued in full.

(b) All Taxes that a Cornerstone Company has been required to deduct or withhold in connection with amounts paid or owing to any employee, director, independent contractor, creditor or stockholder, have been deducted or withheld and have been paid to the appropriate Taxing Authority.

(c) No Tax Return referred to in **Section 3.11(a)** (for a period with respect to which the statute of limitations period has not expired) has been the subject of examination or audit by a Taxing Authority with jurisdiction over one or more of the Cornerstone Companies.

(d) No outstanding deficiencies have been asserted in writing or assessments made in writing as a result of any examinations of the Tax Returns referred to in **Section 3.11(a)** by a Taxing Authority with jurisdiction over one or more of the Cornerstone Companies.

(e) There is no action, audit, claim or assessment pending (or, to the Company's Knowledge, threatened in writing) with respect to any Taxes of any of the Cornerstone Companies, and there are no Liens on any of the assets of the Cornerstone Companies that arose in connection with any failure (or alleged failure) to pay any Tax.

(f) No waivers of statutes of limitations (other than waivers no longer in force) have been given or requested in writing by or with respect to any Taxes of any of the Cornerstone Companies, and no Cornerstone Company is currently a party to any agreement with a Taxing Authority extending the time with respect to a Tax assessment or deficiency.

(g) Within the past three (3) years, none of the Cornerstone Companies has made any change in tax reporting method, received a ruling from any Taxing Authority or signed an agreement with regard to Taxes.

(h) None of the Cornerstone Companies has made or filed an election under Sections 108, 441 or 1017 of the Code.

(i) None of the Cornerstone Companies is liable for any material Taxes to the Taxing Authority of any foreign country. None of the Cornerstone Companies has or has had a permanent establishment in any foreign country, as defined in the applicable Tax treaty or convention between the United States and such foreign country.

(j) None of the Cornerstone Companies is required to include in income any adjustment under Section 481(a) of the Code by reason of a change in accounting method initiated by a Cornerstone Company, and the Internal Revenue Service has not proposed any such adjustment or change in accounting method.

(k) The Company has made a valid election under Section 754 of the Code effective with the filing of its 2009 Tax return.

(l) No Cornerstone Company has any liability for Taxes of any Person under Treasury Regulation 1.1502-6 or any similar provision of state and local law as a transferee or successor.

(m) To the knowledge of the SCP Funds, SCH has not experienced an “ownership change” within the meaning of Section 382(g) of the Code.

### 3.12 **Employee Benefit Plans.**

(a) **Company Plans.** Section 3.12(a) of the Company Disclosure Schedules lists all Employee Plans that, in the five year period ending with the Closing Date, the Cornerstone Companies or their ERISA Affiliates sponsor or maintain, or to which the Cornerstone Companies or their ERISA Affiliates contribute or are obligated to contribute, or which covers the Cornerstone Companies’ or their ERISA Affiliates’ employees, former employees, partners, former partners, members, former members or other service providers (each a “**Company Plan**”). With respect to each Company Plan, the Cornerstone Companies have made available to Buyer accurate and complete copies of each of the following: (i) the plan document together with all amendments thereto and restatements thereof (including, without limitation, complete copies of any plans that may have been merged into such plan), and any trust agreements, service contracts, annuity contracts, investment agreement or similar documents, (ii) any summary plan descriptions, summary of material modifications, employee handbooks and any other written communications describing the Company Plans, (iii) in the case of any plan that is intended to be qualified under Code Section 401(a) (each, a “**Qualified Plan**”), the most recent determination or opinion letter on which the plan sponsor is entitled to rely from the Internal Revenue Service, and (iv) in the case of any plan for which Forms 5500 are required to be filed, the most recently filed Form 5500, including the accountant’s opinion, if applicable.

(b) **Plan Qualification; Plan Administration.** Each Qualified Plan has received or filed for a favorable determination, or is entitled to rely on a favorable opinion letter issued to the Plan’s prototype sponsor by the Internal Revenue Service) to the effect that the form of such plan is so qualified. To the Company’s Knowledge, none of the Cornerstone Companies nor any ERISA Affiliate has taken, or failed to take, any action that would be reasonably expected to result in the revocation of such letter or the failure to obtain such qualification or to tax under Section 511 of the Code. Each Company Plan complies and has been administered in all material respects in accordance with its terms and all Applicable Laws, all required returns (including without limitation information returns) have been prepared in accordance with Applicable Laws and have been timely filed in accordance with Applicable Laws and none of the Cornerstone Companies nor any ERISA Affiliate has received any outstanding written notice from any Governmental Authority questioning or challenging a Company Plan’s compliance with Applicable Laws. Except as set forth in Section 3.12(b) of the Company Disclosure Schedules, no Company Plan has within the three years prior to the date hereof been the subject of an

examination or audit by a Governmental Authority or is the subject of an application or filing under, or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority. Except as set forth in Section 3.12(b) of the Company Disclosure Schedules, there are no non-exempt “prohibited transactions” (as described in Section 406 of ERISA or Section 4975 of the Code) with respect to any Company Plans and none of the Cornerstone Companies nor any of their ERISA Affiliates has otherwise engaged in a prohibited transaction nor have the Cornerstone Companies, any of their ERISA Affiliates, nor any of their respective directors, officers, employees, partners, members or any other fiduciary committed any breach of fiduciary responsibility under ERISA that would subject any of them to liability under ERISA.

(c) **All Contributions and Premiums Paid.** All required contributions, assessments and premium payments on account of each Company Plan have been timely paid by the applicable due date or accrued in accordance with GAAP.

(d) **Claims, Fines and Penalties.** With respect to each Company Plan, there are no material existing (or, to the Company’s Knowledge, threatened) claims or actions involving any Company Plan or the assets of any Company Plan (other than routine claims for benefits). There have been no acts or omissions by the Cornerstone Companies or their ERISA Affiliates that have given rise to or could reasonably be expected to give rise to material fines, penalties, taxes or related charges under Sections 502(c), 502(i) or 4071 of ERISA or Chapter 43 of the Code for which the Cornerstone Companies or their ERISA Affiliates may be liable.

(e) **No Liability.** No Employee Plan, whether sponsored by a Cornerstone Company, an SCP Fund or any ERISA Affiliate of any Cornerstone Company or SCP Fund is or has been a party to any multiemployer plan, within the meaning of Section 4001(a)(3) of ERISA, or is making or has made contributions to any such plan, nor have any Cornerstone Company, any SCP Fund or any ERISA Affiliate of any Cornerstone Company or SCP Fund, in the five year period ending with the Closing Date, sponsored an Employee Plan that has been subject to Title IV of ERISA.

(f) **Plan Liquidation and Termination.** Except as set forth in Section 3.12(f) of the Company Disclosure Schedules, each asset held under any Qualified Plan may be liquidated or terminated without the imposition of any redemption or surrender charge or comparable liability.

(g) **Welfare Retiree Benefits; Certain Welfare Plans.** Except to the extent required under Section 601 *et seq.* of ERISA or Section 4980B of the Code, no Company Plan provides medical or life insurance benefits or coverage following retirement or other termination of employment. The provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or any equivalent state statute, and the Health Insurance Portability and Accountability Act of 1996, or any equivalent state statute, have been complied with in all material respects.

(h) **Nonqualified Deferred Compensation.** Except as set forth in Section 3.12(h) of the Company Disclosure Schedules, no Company Plan is a “nonqualified deferred compensation plan” subject to Section 409A of the Code. Any “nonqualified deferred compensation plan” listed in Section 3.12(h) of the Company Disclosure Schedules is either exempt from, or is in compliance with, Section 409A of the Code.

(i) **Severance; Change in Control Arrangements.** Except as set forth in Section 3.12(i) of the Company Disclosure Schedules or elsewhere in this Agreement, no employee, partner, member or other service provider is entitled to, nor shall any such person accrue or receive, additional benefits, services, accelerated rights to payment of benefits or accelerated vesting, whether pursuant to any Company Plan or otherwise, including the right to receive any parachute payment as defined in

Section 280G of the Code, or become entitled to severance, termination allowance or other similar payments as a result of this Agreement and the transactions contemplated hereunder.

3.13 **Environmental Matters.** Except as set forth in Section 3.13 of the Company Disclosure Schedules, (a) each of the Cornerstone Companies is and for the five (5) years immediately preceding the Closing, has been in material compliance with all Environmental Laws applicable to it, (b) each Cornerstone Company has, and will maintain through Closing, all material permits, authorizations and approvals required under applicable Environmental Laws to own, operate, use, and maintain the Leased Real Property and its other assets and to conduct the Business in the manner in which they are now operated, maintained, and conducted and is and has been, for the five (5) years immediately preceding Closing, in material compliance with the respective requirements of such permits, authorizations and approvals, (c) there is not now pending or, to the Company's Knowledge, threatened, any action or proceeding against any of the Cornerstone Companies in connection with any past or present, actual or alleged, noncompliance with any Environmental Laws, and no Cornerstone Company has received any written notice of violation or noncompliance or any request for information under any Environmental Law, (d) there has been no release of any Hazardous Substance on, upon, under, into or from any site currently owned, operated, or leased by any Cornerstone Company or, to the Company's Knowledge, any property formerly owned, operated, or leased by any Cornerstone Company that has resulted in, or could reasonably be expected to result in, the creation of any liability or obligation under Environmental Law, (e) there has been no Hazardous Substance generated by the Cornerstone Companies that, to the Company's Knowledge, has been transported to or disposed of at any site that has been included in or, proposed for inclusion in any published federal, state or local "superfund" site list or any other similar list of hazardous or toxic waste or leaking tank sites published by any Governmental Authority, and (f) to the Knowledge of the Company, the Leased Real Property contains no underground storage tanks. The Company has provided or made available to Buyer all material environmental site assessments, audits, investigations and studies in the possession of the Cornerstone Companies relating to the Leased Real Property, other properties now or formerly owned, operated or leased by any Cornerstone Company, or otherwise relating to the operations of any Cornerstone Company.

3.14 **Contracts.**

(a) **Contracts.** Except for the Leases, Section 3.14(a) of the Company Disclosure Schedules sets forth a list of all Contractual Obligations of the Cornerstone Companies of the types described below that are in effect on the date of this Agreement:

(i) any Contractual Obligation (or group of related Contractual Obligations) for the purchase of products or services from any supplier which will extend over a period of more than one year with costs in excess of \$50,000 per year;

(ii) any Contractual Obligation (or group of related Contractual Obligations), with a customer of any Cornerstone Company that involves payment to any Cornerstone Company of consideration in excess of \$50,000 per year;

(iii) all partnership or joint venture agreements to which any Cornerstone Company is party;

(iv) any Contractual Obligation under which any Cornerstone Company has permitted any material Asset to become encumbered by a Lien (other than by a Permitted Lien) that will not be released at or prior to the Closing;

(v) any Contractual Obligation which imposes a restriction on the geographies or businesses in which any Cornerstone Company may operate or to Persons from which any of the Cornerstone Companies may solicit or provide business;

(vi) any employment-related Contractual Obligation, plan or program, pursuant to which payments are required upon the consummation of the Contemplated Transactions;

(vii) any employment agreement of the Cornerstone Companies with an employee whose annualized cash compensation during the fiscal year ended on December 31, 2012 exceeded \$100,000;

(viii) any collective bargaining agreements;

(ix) any agency, dealer, distributor, sales representative, marketing or other similar Contractual Obligation that involves payment by any Cornerstone Company of consideration in excess of \$100,000 over the term of such obligation;

(x) any capital lease involving payments in excess of \$50,000 per year;

(xi) any Contractual Obligation, including options, to sell or lease (as lessor) any property or asset of any Cornerstone Company for an amount in excess of \$100,000 over the term of such Contractual Obligation;

(xii) any Contractual Obligation (other than purchase orders entered into in the ordinary course of business) pursuant to which any Cornerstone Company has agreed to acquire or lease any property or asset for an amount in excess of \$100,000 over the term of such Contractual Obligation;

(xiii) any Contractual Obligation pursuant to which any Cornerstone Company has acquired, or has agreed to acquire, all or substantially all of any Person's assets or equity, or all or substantially all of the assets with respect to any particular business of any Person;

(xiv) any Contractual Obligation described in Section 3.14(a)(xiii), which contains any ongoing obligations of any of the Cornerstone Companies to indemnify any other party;

(xv) any Contractual Obligation to which any Cornerstone Company is a party, which establishes any escrow account containing funds in excess of \$100,000;

(xvi) any Contractual Obligation pursuant to which any Cornerstone Company shall provide, or shall be provided, any services to or by any Person from which any Cornerstone Company acquired all or substantially all of such Person's assets or equity, or all or substantially all of the assets with respect to any particular business of such Person;

(xvii) any Contractual Obligation with a Governmental Authority;

(xviii) any Contractual Obligation that constitutes or governs Debt;

(xix) any Contractual Obligation between any Cornerstone Company and any Affiliate, officer or director (or the equivalent) of any Cornerstone Company;

(xx) any powers of attorney executed by or on behalf of any Cornerstone Company;

(xxi) any Contractual Obligation related to Intellectual Property, other than licenses for software used in the ordinary course of the Cornerstone Companies' business; and

(xxii) any other Contractual Obligation (or group of related Contractual Obligations), the performance of which involves payment by or to any Cornerstone Company of consideration in excess of \$100,000 over the term of such Contractual Obligation, other than (i) any Contractual Obligation that is terminable by the applicable Cornerstone Company at will without material liability and on notice of 120 days or fewer and (ii) purchase orders entered into in the ordinary course of business.

(b) SCH has made available to Buyer true and correct copies of each Contractual Obligation listed in Section 3.14(a) of the Company Disclosure Schedules, in each case, as amended or otherwise modified and in effect. Each Contractual Obligation disclosed Section 3.14(a) of the Company Disclosure Schedules (the "**Disclosed Contracts**") is enforceable against the Cornerstone Company party to such Contractual Obligation and, to the Company's Knowledge, each other party to such Contractual Obligation and, subject to obtaining any necessary consents disclosed in Section 3.3 of the Company Disclosure Schedules, shall continue to be so enforceable following the consummation of the Contemplated Transactions, except as the enforceability thereof may be limited by (A) applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors rights generally or (B) general principles of equity, whether considered in a proceeding at law or in equity. The Cornerstone Companies are not, and, to the Company's Knowledge, no other party to any Disclosed Contract is, in breach, default or violation of, or default under, or has repudiated any provision of, any Disclosed Contract and, to the Company's Knowledge, no event has occurred, is pending or, is threatened, which, after the giving of notice, with lapse of time, or otherwise, would constitute a breach, default or violation by any Cornerstone Company or any other party under such agreement, except for those breaches, defaults or violations, which, individually or in the aggregate, would not have a Material Adverse Effect.

3.15 **Related Party Transactions.** To the Company's Knowledge, no Seller and no Affiliate, officer or director (or the equivalent) of any Cornerstone Company is a party to any agreement or transaction with any Cornerstone Company other than (a) with respect to the payment of compensation to, terms of employment for and/or indemnification of officers and directors (or the equivalent), (b) the Cornerstone Companies' Organizational Documents and (c) that certain Management Agreement by and between the Company and the Sellers' Representative, which will be terminated on or prior to the Closing Date.

3.16 **Labor Matters.**

(a) There are no unfair labor practice charges pending or, to the Company's Knowledge, threatened to be brought, against any Cornerstone Company before the National Labor Relations Board. There is no work slowdown, lockout, stoppage, picketing or strike pending, or to the Company's Knowledge, threatened, by or with respect to any employees of the Cornerstone Companies. No Cornerstone Company is party to, or otherwise subject to, any collective bargaining agreement or other similar contract with a labor union. Except as set forth in Section 3.16(a) of the Company Disclosure Schedules, to the Company's Knowledge there is no effort by or on behalf of any labor union to organize any of the Cornerstone Companies' employees and there have been no such efforts for the past three years. No petition has been filed or proceedings instituted by any labor union or other labor

organization with the National Labor Relations Board seeking recognition or certification as the bargaining representative of any employee or group of employees of any Cornerstone Company.

(b) To the Company's Knowledge, all individuals considered by the Cornerstone Companies to be independent contractors are, and could only be reasonably considered to be, in fact "independent contractors" and are not "employees" or "common law employees" for Tax, benefits, wage, labor or any other legal purpose. To the Company's Knowledge, hours worked by and payments made to employees have not been in violation of the Fair Labor Standards Act or any other applicable federal, foreign, state or local laws dealing with such matters.

(c) The Cornerstone Companies have complied in all material respects with all applicable federal, state or local statutes, ordinances, rules, regulations, common law and requirements relating to employment, including but not limited to the provisions thereof relating to wages, hours, collective bargaining and employment discrimination. The Cornerstone Companies do not have any employees who work outside of the United States. To the Company's Knowledge, employees of the Cornerstone Companies who work in the United States are legally authorized to do so, and the Cornerstone Companies have in effect procedures that are reasonably adequate to identify employees who are not so authorized. Except as set forth in Section 3.16(c) of the Company Disclosure Schedules, there are no claims pending, threatened in writing, or, otherwise threatened to be brought, in any court, administrative agency or other tribunal in force by any former or current employees for compensation, severance benefits, vacation pay, pension benefits, discrimination, harassment, unfair labor practices, grievances, wrongful discharge, or any other claim related to or arising out of the employment or service relationship with any of the Cornerstone Companies. None of the Cornerstone Companies has undergone any wage and hour investigations or audits by any Governmental Authority in the last five years.

3.17 **Litigation; Governmental Orders.** Except as set forth in Section 3.17 of the Company Disclosure Schedules, there is no action pending or, to the Company's Knowledge, threatened against any Cornerstone Company.

3.18 **Insurance.** Section 3.18 of the Company Disclosure Schedules sets forth a list of the material insurance policies or binders of insurance covering the operations of the Cornerstone Companies as of the date hereof. SCH has made available to Buyer true and accurate copies of all such policies or binders. Each such policy is in full force and effect (or has been renewed in the ordinary course of business) and the Cornerstone Companies have not received written notice of a material default with respect to their obligations under, or notice of cancellation or nonrenewal of, any of such policies.

3.19 **Customers and Suppliers.** To the Company's Knowledge, and except as set forth in Section 3.19 of the Company Disclosure Schedules, since the Most Recent Audited Balance Sheet Date, none of the Cornerstone Companies' (a) customers that accounted for more than \$50,000 of revenue during the twelve (12) month period ending June 30, 2013 or (b) top fifteen (15) suppliers (by consideration paid by the Cornerstone Companies during the twelve (12) month period ending June 30, 2013), has cancelled, terminated or materially adversely altered its business relationship with any Cornerstone Company or, to the Company's Knowledge, intends to cancel, terminate or materially adversely alter its business relationship with the Cornerstone Companies.

3.20 **No Brokers.** There are no brokerage commissions, finders' fees or similar compensation payable in connection with the Contemplated Transactions based on any arrangement or agreement made by or on behalf of the Sellers or the Cornerstone Companies other than fees (if any) that will (a) be paid as contemplated by this Agreement or (b) otherwise be paid by the Sellers and their Affiliates and for which Buyer and (after the Closing) the Cornerstone Companies will have no responsibility to pay.

### 3.21 **Legal Compliance; Licenses and Permits.**

(a) Each of the Cornerstone Companies is currently conducting, and has at all times conducted, its Business in compliance with each Applicable Law, except for any violations or failures to comply that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. None of the Cornerstone Companies has received any written notice, written communication or other notice or communication from any Governmental Authority alleging noncompliance with any Applicable Law.

(b) Section 3.21(b) of the Company Disclosure Schedules sets forth a list of all material Permits issued to or held by any Cornerstone Company. Except as set forth in Section 3.21(b) of the Company Disclosure Schedules, the Company and its Subsidiaries have obtained all of the material Permits necessary to permit the Company and its Subsidiaries to own, operate, use and maintain their assets in the manner in which they are now operated and maintained and to conduct the Business. Each of the Cornerstone Companies is currently in compliance in all material respects with its obligations under, and the terms of, each such Permit, and (i) no notice of cancellation, or of material default concerning any such Permit has been received by any of the Cornerstone Companies since June 30, 2013, (ii) each such Permit is valid, subsisting and in full force and effect and will continue in full force and effect immediately following the Closing, and (iii) no suspension or cancellation of any such Permit is threatened and there is no basis for reasonably believing such Permit will not be renewable upon expiration.

(c) This **Section 3.21** does not relate to environmental matters, such matters being instead the subject of **Section 3.13**.

3.22 **Books and Records; Bank Accounts.** The minute books and other similar records of each of the Cornerstone Companies accurately reflect the actions taken by such Cornerstone Company's members, stockholders, board of directors (or similar body) or committee thereof pursuant to the applicable meeting minutes and/or written consents executed in lieu of meetings that are included in such books and records. Section 3.22 of the Company Disclosure Schedules contains a list of all bank accounts and safe deposit boxes of the Cornerstone Companies and the names of persons having signature authority with respect thereto or access thereto.

3.23 **Controls and Procedures.** Each of the Cornerstone Companies maintain accurate books and records reflecting its assets, liabilities, business, financial condition and results of operations and maintains proper and adequate internal accounting controls which provide assurance that (a) transactions are executed with management's authorization and (b) transactions are recorded as necessary to permit preparation of SCH's consolidated financial statements and to maintain accountability for the assets of the Cornerstone Companies.

3.24 **Restrictive Covenants.** Except as set forth on Section 3.24 of the Company Disclosure Schedules, none of the Cornerstone Companies is party to any Contractual Obligation in the nature of a non-compete or grant of exclusive rights by or to a third party that limits or restricts the ability of any Cornerstone Company or such third party, or would after the Closing limit or restrict the ability of the Surviving Company, Buyer or such third party, to compete or otherwise conduct any business in any manner or place.

### 3.25 **Government Contracts.**

(a) None of the Cornerstone Companies has been suspended or debarred from bidding on contracts or subcontracts with any Governmental Authority; to the Knowledge of the



Company, no such suspension or debarment has been threatened or initiated; and the consummation of the Contemplated Transactions will not result in any such suspension or debarment of any Cornerstone Company or Buyer (assuming that no such suspension or debarment will result solely from the identity of Buyer). Except as set forth in Section 3.25 of the Company Disclosure Schedules, and to the Knowledge of the Company, none of the Cornerstone Companies has been or is now being audited or investigated by the United States Government Accounting Office, the United States Department of Defense or any of its agencies, the Defense Contract Audit Agency, the contracting or auditing function of any Governmental Authority with which it is contracting, the United States Department of Justice, the Inspector General of the United States Governmental Authority, or any prime contractor with a Governmental Authority; nor, to the Knowledge of the Company, has any such audit or investigation been threatened. To the Knowledge of the Company, except with respect to the GSA Contract, there is no valid basis for (i) the suspension or debarment of any Cornerstone Company from bidding on contracts or subcontracts with any Governmental Authority or (ii) any claim (including any claim for return of funds to any Government Authority) pursuant to an audit or investigation by any of the entities named in the foregoing sentence. None of the Cornerstone Companies has any agreements, contracts or commitments, which require it to obtain or maintain a security clearance with any Governmental Authority. Except as set forth in Section 3.25 of the Company Disclosure Schedules, none of the Cornerstone Companies have any contracts that will require a Governmental Authority-approved novation upon Closing of the Contemplated Transactions.

(b) The Cornerstone Companies have complied in all material respects with the terms and conditions and all requirements of all applicable laws or agreements pertaining to Government Contracts, other than the GSA Contract, including but not limited to 36 CFR Part 1234 (Facility Standards for Records Storage Facilities), 48 CFR 552.215-72 (Price Adjustment—Failure To Provide Accurate Information), 48 CFR 552.238-74 (Industrial Funding Fee and Sales Reporting), and 48 CFR 552.238-75 (Price Reductions). All representations and certifications set forth or pertaining to Government Contracts, other than the GSA Contract, were complete, current and accurate as of their respective date, and the Cornerstone Companies have complied in all material respects with all such representations and certifications. Neither the U.S. Government or any other Governmental Authority nor any prime contractor, subcontractor or employee, officer, agent or representative thereof has notified the Cornerstone Companies that any of the Cornerstone Companies breached or violated any applicable law pertaining to a Government Contract, other than the GSA Contract. No termination for convenience, termination for default, cure notice, show cause notice, or subpoena is currently in effect pertaining to a Government Contract, and no event, condition, or omission has occurred or exist that would constitute grounds for such actions, and no money or credit due to the Cornerstone Companies pertaining to a Government Contract, other than the GSA Contract, has been withheld or set off.

(c) To the Knowledge of the Company, there are no (i) outstanding claims against the Cornerstone Companies by a Governmental Authority, a prime contractor, subcontractor, vendor or other third party (including a relator under the False Claims Act (31 U.S.C. § 3729–3733)), arising from or relating to a Government Contract; or (ii) disputes between the Cornerstone Companies and a Governmental Authority under the Contracts Disputes Act, (41 U.S.C. § 601-613), the Service Contract Act (41 U.S.C. § 351 et seq.), or any other Federal, state or municipal statute, ordinance or regulation and any Governmental Authority or prime contractor, subcontractor or vendor arising under or relating to a Government Contract.

3.26 **Information Systems.** The Cornerstone Companies have taken commercially reasonable steps to ensure the security and integrity of the software and data used by the Cornerstone Companies to operate the Business, including measures which other companies using similar software and data would reasonably consider prudent.

3.27 **Abandoned Property.** To the Company's Knowledge, none of the Cornerstone Companies has received any notice from any Governmental Authority that it is in possession or control of any personal property which is subject to any Applicable Law regarding abandoned property or escheatment.

3.28 **HSR Act Facts.** The facts set forth in the "Facts" section of the email from John M. Sipple, Jr. of Weil, Gotshal & Manges LLP to the U.S. Federal Trade Commission, dated September 23, 2013, which email is attached hereto on Section 3.28 of the Company Disclosure Schedules, are true and correct in all material respects.

3.29 **No Other Representations or Warranties.** Except for the representations and warranties contained in this **Article 3** or the certificate referenced in **Section 9.2(c)**, none of the Cornerstone Companies, nor any of their respective representatives, agents, shareholders, or any of the respective Affiliates (except as set forth in **Article 4**) of any of the foregoing, makes any express or implied representation or warranty with respect to any Cornerstone Company, or with respect to any other information provided, or made available, to Buyer, MergerSub or any of their respective Affiliates, agents or representatives in connection with the transactions contemplated hereby. Except for the representations and warranties contained in this **Article 3** or the certificate referenced in **Section 9.2(c)**, the Company disclaims any and all other representations and warranties, whether express or implied (including any implied warranty or representation as to the value, condition, merchantability or suitability of any of the assets of the Cornerstone Companies).

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE SCP FUNDS**

In order to induce Buyer to enter into and perform this Agreement and to consummate the Contemplated Transactions, the SCP Funds hereby represent and warrant on a several (and not joint and several) basis to Buyer as follows:

4.1 **Organization.** Each of the SCP Funds is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

4.2 **Power and Authorization.** Each of the SCP Funds has the limited partnership power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Each of the SCP Funds has taken all limited partnership actions or proceedings required to be taken by or on the part of such SCP Fund to authorize and permit the execution and delivery by such SCP Fund of this Agreement, the Transaction Documents, and the instruments required to be executed and delivered by it pursuant hereto and thereto, and the performance by such SCP Fund of its obligations hereunder and thereunder and the consummation by such SCP Fund of the Contemplated Transactions. This Agreement has been (or in the case of Transaction Documents to be entered into at or prior to the Closing, will be) duly executed and delivered by each of the SCP Funds, and assuming the due authorization, execution and delivery by each of the other parties hereto or thereto, constitutes (or will constitute) the legal, valid and binding obligation of each of the SCP Funds, enforceable against it in accordance with its terms.

4.3 **No Violation or Approval; Consents.** Neither the execution, delivery and performance of this Agreement or the Transaction Documents by the SCP Funds nor the SCP Funds' consummation of the SCH Stock Purchase will:

(a) require the consent, waiver, approval, order or authorization of, or filing with, any Governmental Authority by or on behalf of the SCP Funds;

(b) result in or give rise to the imposition of a Lien (other than Permitted Liens) on the SCH Shares;

(c) result in a breach or violation of, or constitute a default under, any Applicable Laws to which any of the SCP Funds is subject; or

(d) result in a breach or violation of, or constitute a default under, or result in termination of, or accelerate the performance required by, or require any action by (including any authorization, consent or approval) or notice to any Person under, any of the terms, conditions or provisions of (i) any Contractual Obligation of any of the SCP Funds, (ii) any Governmental Order to which any of the SCP Funds or SCH is subject, or (iii) the Organizational Documents of any of the SCP Funds.

4.4 **Litigation.** As of the date of this Agreement, there is no action pending or, to the knowledge of the SCP Funds, threatened against any of the SCP Funds that, if determined adversely to any such SCP Fund, would reasonably be expected to prevent, enjoin, alter or materially delay the SCH Stock Purchase.

4.5 **SCH and the SCH Shares.** Each of the SCP Funds is the record and beneficial owner of and has good title to the SCH Shares held by such SCP Fund, free and clear of all Liens. As of the Effective Time, each of the SCP Funds will have full right, power and authority to transfer and deliver to Buyer valid title to the SCH Shares, free and clear of all Liens.

4.6 **No Other Representations or Warranties.** Except for the representations and warranties contained in this **Article 4** or the certificate referenced in **Section 9.2(h)**, none of the SCP Funds, nor any of their respective representatives, agents, shareholders, or any of the respective Affiliates (except as set forth in **Article 3**) of any of the foregoing, makes any express or implied representation or warranty with respect to SCH, or with respect to any other information (including regarding Tax attributes) provided, or made available, to Buyer, MergerSub or any of their respective Affiliates, agents or representatives in connection with the transactions contemplated hereby. Except for the representations and warranties contained in this **Article 4** or the certificate referenced in **Section 9.2(h)**, each SCP Fund disclaims any and all other representations and warranties, whether express or implied (including any implied warranty or representation as to the value, condition, merchantability or suitability of any of SCH's assets).

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER AND MERGERSUB**

In order to induce the Company and the SCP Funds to enter into and perform this Agreement and to consummate the Contemplated Transactions, Buyer and MergerSub hereby represent and warrant as follows:

5.1 **Organization.** Each of Buyer and MergerSub is (a) duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and (b) duly qualified to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or licensed by it or the nature of its business makes such qualification, licensing or good standing necessary, except where the failure to be so qualified or licensed or in good standing has not and would not reasonably be expected to prevent or materially impair or materially delay the ability of Buyer and MergerSub to consummate the Contemplated Transactions. Buyer has made available to the Company true and complete copies of the charter and bylaws, or other applicable Organizational Documents, of each of Buyer and MergerSub, each as amended and otherwise in effect.

5.2 **Power and Authorization.** Each of Buyer and MergerSub has the limited liability company power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. Buyer and MergerSub have taken all limited liability company actions or proceedings required to be taken by or on the part of Buyer and MergerSub to authorize and permit the execution and delivery by Buyer and MergerSub of this Agreement, the Transaction Documents, and the instruments required to be executed and delivered by it pursuant hereto and thereto, and the performance by Buyer and MergerSub of their respective obligations hereunder and thereunder and the consummation by Buyer and MergerSub of the Contemplated Transactions. This Agreement has been (or in the case of Transaction Documents to be entered into at or prior to the Closing, will be) duly executed and delivered by Buyer and MergerSub, and assuming the due authorization, execution and delivery by each of the other parties hereto or thereto, constitutes (or will constitute) the legal, valid and binding obligation of Buyer and MergerSub, enforceable against it in accordance with its terms.

5.3 **No Violation or Approval; Consents.** Neither the execution, delivery and performance of this Agreement or the Transaction Documents by Buyer or MergerSub nor their consummation of the Contemplated Transactions will:

(a) require the consent, waiver, approval, order or authorization of, or filing with, any Governmental Authority, by or on behalf of Buyer or MergerSub, other than (i) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and (ii) consents, waivers, approvals, orders, authorizations or filings that, if not obtained or made, would not reasonably be expected to prevent or materially impair or materially delay the ability of Buyer or MergerSub to consummate the Contemplated Transactions;

(b) result in or give rise to the imposition of a Lien (other than Permitted Liens) on any of the assets of Buyer or MergerSub;

(c) result in a breach or violation of, or constitute a default under, any Applicable Laws to which Buyer or MergerSub is subject; or

(d) result in a breach or violation of, or constitute a default under, or result in termination of, or accelerate the performance required by, or require any action by (including any authorization, consent or approval) or notice to any Person under, any of the terms, conditions or provisions of (i) any Contractual Obligation of Buyer or MergerSub, (ii) any Governmental Order to which Buyer or MergerSub is subject, (iii) any licenses, permits, franchises and other authorizations of Buyer or MergerSub, or (iv) the Organizational Documents of Buyer or MergerSub.

5.4 **Litigation.** As of the date of this Agreement, there is no action pending or, to the knowledge of Buyer, threatened against Buyer or MergerSub that, if determined adversely to Buyer or MergerSub, would reasonably be expected to prevent, enjoin, alter or materially delay any of the Contemplated Transactions.

5.5 **Financing.** Buyer and MergerSub will have sufficient immediately available cash funds to consummate the Contemplated Transactions. Upon the consummation of the Contemplated Transactions, Buyer, MergerSub, and the Surviving Company will be Solvent.

5.6 **No Brokers.** There are no brokerage commissions, finders' fees or similar compensation payable in connection with the Contemplated Transactions based on any arrangement or agreement made by or on behalf of Buyer or MergerSub other than fees (if any) that will (a) be paid as contemplated by this Agreement or (b) otherwise be paid by Buyer and MergerSub and for which the Sellers and their Affiliates will have no responsibility to pay.

5.7 **Investigation.** Buyer (a) has made its own inquiry and investigation into, and based thereon has formed an independent judgment concerning, the Business, the Assets and the Cornerstone Companies and (b) has been furnished with or given adequate access to such information about the Business, the Assets and the Cornerstone Companies as it has requested.

5.8 **No Additional Representations.** Buyer acknowledges that none of the Sellers, SCH, the Company, the Company's Subsidiaries or any of their respective Affiliates or representatives have made or shall be deemed to have made, and that Buyer has not relied on, (a) any representation, warranty, covenant or agreement, express or implied (including any implied warranty or representation as to the value, condition, merchantability or suitability as to any of the Assets), with respect to the Cornerstone Companies, the Business, the Assets or the Contemplated Transactions, other than the representations, warranties, covenants and agreements of the Company and the SCP Funds that are expressly set forth in this Agreement, (b) any representation, warranty, covenant or agreement, express or implied, with respect to any projections, estimates or budgets delivered to or made available to Buyer of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Cornerstone Companies or the future business and operations of the Cornerstone Companies, or (c) any other information or documents made available to Buyer or its counsel, accountants or advisors with respect to any Cornerstone Company or its respective businesses, assets or operations (including any materials, documents or information, whether written or oral, made available to Buyer or its counsel, accountants or advisors in any data room, confidential information memorandum, presentation by management, due diligence discussion or otherwise), except as expressly set forth in this Agreement.

5.9 **Acquisition of SCH Shares for Investment.** Buyer is acquiring the SCH Shares for investment purposes only, and not with a view to, or for, any public resale or other distribution thereof.

## ARTICLE 6 PRE-CLOSING COVENANTS OF THE COMPANY AND THE SCP FUNDS

6.1 **Conduct of the Cornerstone Companies.** After the date hereof, the Company shall provide notice to the United States General Services Administration of the Company's termination of the GSA Contract in accordance with its terms. Furthermore, from the date hereof until the Effective Time, except as required by Applicable Law or by the terms of this Agreement, or with the consent of Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), SCH and the Company:

(a) shall conduct the business of the Cornerstone Companies in the ordinary course of business consistent with past practices in all material respects; and

(b) without limiting the generality of the foregoing, shall not, and shall not permit any of its Subsidiaries to:

(i) adopt any change in the Organizational Documents of the Cornerstone Companies;

(ii) transfer, issue, sell or dispose of any shares of capital stock or other equity securities of the Cornerstone Companies, or repurchase, redeem or otherwise acquire any shares of capital stock or other equity securities of the Cornerstone Companies (other than repurchases made in connection with the termination of employment of employees of the Cornerstone Companies);

(iii) except for tax distributions, declare, issue, make or pay any dividend or other distribution of assets to its equityholders;

(iv) acquire any third party or its business (whether by merger, sale of stock, sale of assets or otherwise);

(v) sell, lease, license or otherwise dispose of any business or assets (whether by merger, sale of stock, sale of assets or otherwise), except (i) pursuant to existing Contractual Obligations or commitments, (ii) disposition of obsolete equipment, or (iii) in the ordinary course of business;

(vi) enter into, amend or modify in any material respect or terminate any Disclosed Contract or any contract that, if entered into as of or prior to the date hereof, would constitute a Disclosed Contract, except in the ordinary course of business or as required by Applicable Law;

(vii) create or otherwise incur any Lien on any asset other than Permitted Liens, except in the ordinary course of business;

(viii) incur any commitment for capital expenditures in excess of \$50,000 in the aggregate that would obligate any Cornerstone Company to pay amounts after the Closing, except as set forth in the Company's capital expenditure budget for the applicable fiscal year and except in the ordinary course of business;

(ix) make any loans, advances, or capital contributions to, or investments in, any other Person;

(x) except in the ordinary course of business consistent with past practices, or as required by Applicable Law or an existing Contractual Obligation, (i) increase any salaries or bonus opportunities payable to any director or executive officer or (ii) enter into any contract with any director or executive officer;

(xi) except in the ordinary course of business, as required by Applicable Law or the terms of a Company Plan, adopt, amend in any material respect or terminate any Company Plan except as may be required under this Agreement;

(xii) settle any claims where such settlement imposes injunctive or other equitable relief against any of the Cornerstone Companies that could reasonably be expected to have a Material Adverse Effect;

(xiii) change its accounting policies (except to the extent required by changes to GAAP);

(xiv) withdraw the approval of the board of directors of SCH or the Company or the approval of SCH in its capacity as the holder of a majority of the Class A Participating Preferred Units for the consummation of the Contemplated Transactions, or take any action that would have a similar effect;

(xv) terminate the employment of Walter Caudill; or

(xvi) agree or commit to do any of the foregoing.

Other than the right to consent or withhold consent with respect to the foregoing matters (which consent shall not be unreasonably withheld, delayed or conditioned), nothing contained in this Agreement

shall give to Buyer, directly or indirectly, any right to control or direct the operation of any of the Cornerstone Companies prior to the Closing.

6.2 **Access to Information.** Subject to Applicable Law, from the date hereof until the Effective Time, upon reasonable notice, SCH and the Company shall (i) give Buyer and its counsel, financial advisors, auditors and other authorized Representatives reasonable access to the offices, properties, books and records of the Cornerstone Companies and (ii) furnish to Buyer and its counsel, financial advisors, auditors and other authorized Representatives, such financial, tax and operating data and other information relating to the Cornerstone Companies as such Persons may reasonably request; provided, however, that any such access or furnishing of information shall be conducted at Buyer's expense, during normal business hours, under the reasonable supervision of the Company's personnel and in such a manner as not unreasonably to interfere with the normal operations of the Cornerstone Companies. Notwithstanding anything to the contrary set forth in this Agreement, (A) no such Person shall have access (x) to personnel records of any of the Cornerstone Companies relating to individual medical histories or other protected health information which in the Company's good faith opinion is sensitive or the disclosure of which could subject the Company or any of its Subsidiaries to risk of liability or (y) to property for purposes of conducting any environmental sampling or testing, and (B) the Company shall not be required to disclose to Buyer or its counsel, financial advisors, auditors and other authorized Representatives any information if doing so (x) would reasonably be expected to violate any contract or Applicable Law to which any of the Cornerstone Companies is a party or is subject or (y) it believes in good faith based on advice of counsel would reasonably be expected to result in a loss of the ability to successfully assert a claim of privilege (including the attorney-client and work product privileges), provided further, that SCH or the Company, as the case may be, shall promptly notify Buyer if SCH or the Company, as the case may be, is withholding access to, or otherwise does not furnish, any information in reliance on to this **Section 6.2**. Buyer hereby acknowledges and agrees that all information and access provided hereunder shall be subject to the terms and conditions of the Confidentiality Agreement, dated as of May 9, 2013, between the Company and Buyer (the "**Confidentiality Agreement**") and that Buyer shall abide by the terms of the Confidentiality Agreement with respect thereto.

6.3 **Exclusivity.**

(a) From the date of this Agreement until the earlier of the Closing and any termination of this Agreement, none of the SCP Funds, SCH or the Company shall (and none of the SCP Funds, SCH or the Company, or their respective Affiliates or Representatives shall permit any of the Cornerstone Companies or its advisors, including Robert W. Baird & Co., to) directly or indirectly: (a) solicit the submission of any proposal or offer from any third party (other than Buyer and its designees) relating to the acquisition of any Units or the SCH Shares or the securities of any Cornerstone Company or any merger, recapitalization, share exchange, sale of substantial assets (other than sales in the ordinary course of business) involving the Cornerstone Companies or any similar transaction or alternative to the Contemplated Transactions or (b) participate in any discussions or negotiations regarding, furnish any information with respect to or knowingly facilitate in any other manner any effort or attempt by any third party (other than Buyer and its designees) to do or seek any of the foregoing.

(b) The applicable SCP Fund, SCH or the Company, as the case may be, will immediately notify, or cause their Representatives to immediately notify, any party with which discussions or negotiations of the nature described in **Section 6.3(a)** were pending at the date of this Agreement that the applicable Cornerstone Companies are terminating such discussions or negotiations. If any SCP Fund or any Cornerstone Company receives any proposal, offer or written inquiry of the nature described in **Section 6.3(a)**, the applicable SCP Fund, SCH or the Company, as the case may be, will,

within one (1) Business Day after such receipt, notify Buyer of such inquiry, proposal or offer, including the identity of the other party and the terms of such inquiry, proposal or offer.

6.4 **Qualified Plan Termination; Closing Severance-Related Amount.** At the request of Buyer and at least one (1) Business Day prior to the Closing Date, the Cornerstone Companies and each of their ERISA Affiliates shall take all actions necessary to terminate each Qualified Plan. If such Qualified Plan is terminated in accordance with this **Section 6.4**, benefit accruals, including contributions of salary reduction contributions, if any, shall cease. The Cornerstone Companies and each ERISA Affiliate agree to take no action to merge any Company Plan, transfer the assets of any Company Plan or terminate any Company Plan, except as otherwise provided in this **Section 6.4** following the execution of this Agreement without the consent of Buyer. The Cornerstone Companies shall pay or cause to be paid all portions of the Closing Severance-Related Amount as are due and payable on or prior to the Closing.

6.5 **Director and Officer Liability Insurance.**

(a) Prior to the Closing, SCH shall purchase an extended reporting period endorsement under SCH's existing directors' and officers' liability insurance coverage for SCH's directors and officers in a form acceptable to SCH, which shall provide such directors and officers with coverage for three (3) years following the Closing of not less than the existing coverage under, and have other terms not materially less favorable to, the insured persons than the directors' and officers' liability insurance coverage presently maintained by SCH, and Buyer shall, and shall cause SCH to, maintain such policy in effect for such period.

(b) Prior to the Closing, the Company shall purchase an extended reporting period endorsement under the Company's existing directors' and officers' liability insurance coverage for the Company's and Nova's directors and officers in a form acceptable to the Company, which shall provide such directors and officers with coverage for three (3) years following the Closing of not less than the existing coverage under, and have other terms not materially less favorable to, the insured persons than the directors' and officers' liability insurance coverage presently maintained by the Company and Nova, and Buyer shall, and shall cause the Surviving Company and Nova to, maintain such policy in effect for such period.

6.6 **Notice of Breach.**

(a) From the date of this Agreement until the Closing, SCH and the Company shall promptly deliver to Buyer supplemental information concerning events or circumstances occurring subsequent to the date hereof which would render any representation or warranty of SCH or the Company in this Agreement or the Company Disclosure Schedules that (i) is not qualified by materiality, inaccurate or incomplete in any material respect or (ii) that is qualified by materiality, inaccurate or incomplete in any respect, in each case, at any time after the date of this Agreement until the Closing (except for representations and warranties that are made as of a specific date, in which case this **Section 6.6(a)** shall apply with respect to inaccuracy or incompleteness as of such specific date). No such supplemental information shall be deemed to avoid or cure any misrepresentation or breach of warranty or constitute an amendment of any representation, warranty or statement in this Agreement or the Company Disclosure Schedules.

(b) From the date of this Agreement until the Closing, each SCP Fund shall promptly deliver to Buyer supplemental information concerning events or circumstances occurring subsequent to the date hereof which would render any representation or warranty of such SCP Fund in this Agreement that (i) is not qualified by materiality, inaccurate or incomplete in any material respect or (ii) that is qualified by materiality, inaccurate or incomplete in any respect, in each case, at any time after the date of



this Agreement until the Closing (except for representations and warranties that are made as of a specific date, in which case this **Section 6.6(b)** shall apply with respect to inaccuracy or incompleteness as of such specific date). No such supplemental information shall be deemed to avoid or cure any misrepresentation or breach of warranty or constitute an amendment of any representation, warranty or statement in this Agreement.

6.7 **Monthly Financial Statements.** Within fifteen (15) calendar days after the end of each month from the date hereof through the Closing, the Company will deliver to Buyer an unaudited balance sheet for the immediately preceding calendar month and unaudited consolidated statements of income and retained earnings and cash flows of the Cornerstone Companies for the month then ended, which statements shall present fairly, in accordance with GAAP, applied in a manner consistent with the Audited Financials, the financial condition and the results of operations of the Cornerstone Companies on a consolidated basis, as of the dates of such statements and for the month then ended.

6.8 **Cooperation with Accountant Study.** The Cornerstone Companies shall, and shall cause their respective representatives to, cooperate fully with Buyer and any accountant engaged to prepare a study to determine the aggregate positive current and accumulated earnings and profits (as measured for federal income Tax purposes) of the Cornerstone Companies; provided, however, that the completion of such study shall not be a condition to Closing. The parties acknowledge that Buyer may retain the Company's accountants, McGladrey LLP, (at Buyer's sole expense) for the purpose of conducting such study.

6.9 **Section 280G Shareholder Approval.** SCH, acting through its board of directors, shall take actions in accordance with Applicable Law and its Organizational Documents necessary to promptly and duly solicit the written consent of the SCP Funds (the "**Special 280G Consent**") to approve a proposal regarding certain payments and benefits in favor of certain employees that, if not approved by the SCP Funds in accordance with the requirements of Section 280G(b)(5)(B) of the Code may, as a result of the Contemplated Transactions, be treated as "excess parachute payments" within the meaning of Section 280G of the Code (the "**Incentive Payments**"). The purpose of the Special 280G Consent shall be to solicit the necessary approval from the SCP Funds so that the making of such Incentive Payments by the Company (or by SCH) shall not be treated as "excess parachute payments" within the meaning of Section 280G of the Code. As soon as practicable after execution of this Agreement, SCH and the Company shall take such actions as are required under Section 280G of the Code to solicit shareholder approval of the Incentive Payments in a manner that satisfies all applicable requirements of Section 280G(b)(5)(B) of the Code and Treasury Regulation Section 1.280G-1, including Q. & A.7.

## ARTICLE 7 COVENANTS OF BUYER

7.1 **Access.** Buyer shall, and agrees to cause the Surviving Company, each Subsidiary of the Surviving Company and SCH to, preserve and keep all books and records and all information relating to the accounting, legal, Tax, regulatory, business and financial affairs of the Cornerstone Companies and their businesses for a reasonable period (not less than seven years) after the Effective Time, or for any longer period as may be (i) required by Applicable Law (including any statute of limitations and applicable extensions thereof) or any Governmental Authority or (ii) reasonably necessary with respect to the prosecution or defense of any audit or other legal or regulatory action that is then pending or threatened and with respect to which the Sellers' Representative has notified the Surviving Company as to the need to retain such books, records or information. Buyer shall, and agrees to cause the Surviving Company, each Subsidiary of the Surviving Company and SCH to, from and after the Effective Time, afford promptly to the Sellers' Representative and its counsel, financial advisors, auditors and other authorized Representatives reasonable access to their properties, books, records (including Tax records),

employees and auditors to the extent necessary to permit the Sellers' Representative to determine any matter relating to its rights and obligations (or the rights and obligations of any Seller) hereunder or relating to any period ending at or before the Effective Time; provided, that any such access by the Sellers' Representative and its counsel, financial advisors, auditors and other authorized Representatives shall not unreasonably interfere with the conduct of the business of Buyer, the Surviving Company, any such Subsidiary or SCH.

7.2 **Obligations of MergerSub and Surviving Company.** Buyer agrees to cause MergerSub to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement. From and after the Effective Time, Buyer agrees to cause each of the Surviving Company, the Surviving Company's Subsidiaries and SCH to perform its obligations under this Agreement, including the payment of such portions of the Closing Severance-Related Amount as are due and payable from and after the Effective Time.

7.3 **Director and Officer Liability.**

(a) Buyer shall cause the Surviving Company to, and the Surviving Company hereby agrees to, do the following:

(i) From the Effective Time, the Surviving Company shall indemnify and hold harmless each of the Company's and Nova's present (as of the Effective Time) and former directors and officers in respect of any acts or omissions occurring at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent permitted by the Delaware LLC Act or any other Applicable Laws and as provided under the certificate of formation, certificate of incorporation, operating agreements, bylaws or similar Organizational Documents of the Company or Nova as in effect on the date hereof.

(ii) From the Effective Time, Buyer shall cause the Organizational Documents of the Surviving Company and Nova, or their respective successors, to contain provisions that are no less favorable with respect to indemnification, advancement of costs and exculpation of each of the Company's and Nova's former or present directors and officers as are set forth in the applicable governing documents of the Company or Nova as of the date of this Agreement.

(b) Buyer shall cause SCH to do the following:

(i) From the consummation of the SCH Stock Purchase, Buyer shall cause SCH to indemnify and hold harmless each of SCH's present (as of such consummation) and former directors and officers in respect of any acts or omissions occurring at or prior to such consummation, whether asserted or claimed prior to, at or after such consummation, to the fullest extent permitted by the Delaware General Corporation Law (the "DGCL") or any other Applicable Laws and as provided under the certificate of incorporation, bylaws or similar Organizational Documents of SCH as in effect on the date hereof.

(ii) From the consummation of the SCH Stock Purchase, Buyer shall cause the Organizational Documents of SCH, or any successor to SCH, to contain provisions that are no less favorable with respect to indemnification, advancement of costs and exculpation of SCH's former or present directors and officers as are set forth in the applicable governing documents of SCH as of the date of this Agreement.

(c) If Buyer, SCH, the Surviving Company or any of their respective successors or assigns consolidates with or merges into any other Person and will not be the continuing or surviving

company or entity of such consolidation or merger, or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of Buyer, SCH or the Surviving Company, as the case may be, shall readily assume the obligations set forth in **Section 7.3(a)** or **Section 7.3(b)**, as applicable.

(d) The rights of each Person subject to indemnification under this **Section 7.3** shall be in addition to any rights such Person may have under the certificate of formation, operating agreement, certificate of incorporation, bylaws or similar Organizational Documents of any of the Cornerstone Companies, or under the Delaware LLC Act or the DGCL, as applicable, or any other Applicable Law or under any agreement of any such Person with any Cornerstone Company. These rights shall survive consummation of the SCH Stock Purchase and the Merger and are intended to benefit, and shall be enforceable by, each such Person.

7.4 **Letters of Credit.** The letters of credit listed on Section 3.7 of the Company Disclosure Schedules were posted by SCH on behalf of the Company to serve as security deposits under various real property leases (the “**SCH Letters of Credit**”). At or prior to Closing, Buyer will use its commercially reasonable efforts to cause the SCH Letters of Credit to be replaced with new letters of credit posted by Buyer or the Surviving Company, or otherwise removed; provided, however, that in any event, Buyer will have replaced or removed the SCH Letters of Credit within sixty (60) days after the Closing Date. If the SCH Letters of Credit are drawn upon after the Closing Date, Buyer will indemnify and reimburse the SCP Funds for any and all amounts drawn from the Letters of Credit.

7.5 **Notice of Breach.** From the date of this Agreement until the Closing, Buyer shall promptly deliver to SCH, the Company and the SCP Funds supplemental information concerning events or circumstances occurring subsequent to the date hereof which would render any representation or warranty of Buyer in this Agreement that (a) is not qualified by materiality, inaccurate or incomplete in any material respect or (b) that is qualified by materiality, inaccurate or incomplete in any respect, in each case, at any time after the date of this Agreement until the Closing (except for representations and warranties that are made as of a specific date, in which case this **Section 7.5** shall apply with respect to inaccuracy or incompleteness as of such specific date). No such supplemental information shall be deemed to avoid or cure any misrepresentation or breach of warranty or constitute an amendment of any representation, warranty or statement in this Agreement.

7.6 **Employee Matters.**

(a) **Employees Generally.** As of the Closing, each then-current Cornerstone Company employee (each, a “**Continuing Company Employee**”) shall remain an employee of such Cornerstone Company or be made an employee of Buyer or an Affiliate of Buyer. Nothing in this **Section 7.6** shall limit Buyer’s ability to terminate or transfer any Continuing Company Employee at any time after the Closing Date (subject to the limitations set forth under any employment agreement or Applicable Law).

(b) **Benefits Generally.** Provided that it complies in all material respects with Applicable Law and the terms of any employment arrangements identified in **Section 3.14**, Buyer may, in its sole discretion, substitute employee compensation, benefit and severance programs for those of the Cornerstone Companies as are comparable with the programs provided from time to time to Buyer’s employees and the employees of Buyer’s Affiliates. Subject to the preceding sentence, Buyer shall have no obligation to continue the existence of any Company Plan or other arrangement maintained by the Cornerstone Companies. Notwithstanding preceding sentences, Buyer will award service credit to each Continuing Company Employee for his or her past service with the Cornerstone Companies for purposes

of eligibility and vesting only, but not benefit accrual, under any of Buyer's employee benefit plans; provided, however, that in no event shall such credit result in the duplication of benefits.

(c) **Health & Welfare Benefits.** The medical, dental, health, vision, dependent care, life insurance, disability and other fringe benefits or plans of Buyer applicable to Continuing Company Employees may be offered to and extended to Continuing Company Employees effective as of the Closing Date under the terms and conditions of such plans then in effect. Notwithstanding the foregoing, and if Continuing Company Employees are transferred to Buyer's group health plans, for purposes of providing group health plan coverage, Buyer shall use its commercially reasonable efforts to waive all preexisting condition waiting periods for each Continuing Company Employee (and for the spouse and dependents of such Continuing Company Employee) covered by the group health Employee Plans immediately prior to the Closing Date (to the extent that such waiting periods and limitations did not apply to such Continuing Company Employee, spouse or dependent under the Employee Plan immediately prior to the Closing Date) and shall use its commercially reasonable efforts to provide health care coverage under Buyer's plans effective as of the Closing Date without the application of any eligibility waiting period for coverage. In addition and provided the Closing occurs on or before December 31, 2013, Buyer shall use its commercially reasonable efforts to credit all payments made by a Continuing Company Employee (and the spouse and dependents of such Continuing Company Employee) toward out-of-pocket obligation limits under the group health employee plans for the plan year which includes the Closing Date, as if such payments had been made for similar purposes under the group health care plans offered to the Continuing Company Employees (and their spouses and dependents) on and after the Closing Date during the plan year which includes the Closing Date.

(d) **401(k) Plan.** If each Qualified Plan is terminated prior to Closing in accordance with **Section 6.4**, Buyer shall cause a tax-qualified defined contribution plan established or designated by Buyer (a "**Buyer's 401(k) Plan**") to provide credit to Continuing Company Employees for service with each Cornerstone Company for eligibility and vesting (but not benefit accrual) purposes under Buyer's 401(k) Plan and shall permit otherwise eligible employees to make salary deferral contributions and receive employer matching or discretionary contributions on the same basis as Buyer extends to its similarly situated employees.

(e) Nothing in this **Section 7.6** or any other provision of this Agreement shall (i) create or confer any right of continued employment for any Person, (ii) be construed to establish, amend or modify any Employee Plan, compensation arrangement or other employment agreement, (iii) subject to this **Section 7.6**, prohibit or limit the ability of Buyer or any of its Affiliates to amend, modify or terminate any benefit or compensation plan, program, agreement or arrangement at any time assumed, established, sponsored or maintained by any of them, or (iv) confer any rights or benefits, including any third-party beneficiary rights, on any Person other than the parties to this Agreement.

7.7 **Additional Action.** The Surviving Company may, at any time after the Effective Time, take any action, including executing and delivering any document, in the name and on behalf of either the Company or MergerSub, in order to consummate the transactions contemplated by this Agreement.

## ARTICLE 8 COVENANTS OF BUYER, MERGERSUB, THE COMPANY, SCH AND THE SCP FUNDS

### 8.1 **Closing Efforts.**

(a) Subject to the terms and conditions of this Agreement, Buyer, MergerSub, the SCP Funds, SCH and the Company shall use all of their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to ensure

their respective representations and warranties remain true and correct, to cause all conditions to closing hereunder to be satisfied and to consummate the Contemplated Transactions, including obtaining all third-party consents set forth on Section 3.3(b) of the Company Disclosure Schedules, promptly making all necessary registrations and filings with any Governmental Authority, and obtaining all necessary waivers, consents and approvals from, and taking all steps to avoid any action or proceeding by, any Governmental Authority. Each of Buyer, MergerSub, each SCP Fund, SCH and the Company agrees to execute and deliver all such other documents, certificates, agreements and other writings and to take all such other actions as may be necessary or desirable in order to consummate or implement expeditiously the Contemplated Transactions. Notwithstanding the foregoing in this **Section 8.1**, none of Buyer, MergerSub, the SCP Funds, SCH, the Company or Nova shall be obligated to make any payments or otherwise pay any consideration to any third party to obtain any applicable consent, waiver or approval, other than government filing fees.

(b) Based upon the representation of SCH and Cornerstone in **Section 3.28** hereof and written communication from the U.S. Federal Trade Commission, the Buyer Parties, the Company, the SCP Funds and SCH have each independently evaluated their obligations under the HSR Act, and each such party (i) has concluded that no Premerger Notification Report is required to be filed under the HSR Act, and (ii) agrees that no such filings or compliance with the HSR Act Waiting Period is required before the Contemplated Transactions may be consummated, as described herein.

(c) Each of Buyer and MergerSub, on the one hand, and the SCP Funds, SCH and the Company, on the other hand, shall, in connection with the efforts referenced in this Section 8.1, cooperate with one another. Buyer, in consultation with SCP Funds, SCH and the Company, shall take the lead in communicating with any Governmental Authority or private party, and developing strategy for responding to any investigation or other inquiry by any Governmental Authority or by a private party. Notwithstanding the foregoing sentence, except as prohibited by Applicable Law, each of Buyer, MergerSub, SCP Funds, SCH and the Company shall keep the other party and/or its counsel informed of any communication received by such party from, or given by such party to, any Governmental Authority and of any communication received or given in connection with any proceeding by a private party, in each case regarding the Contemplated Transactions, permit the other party and/or its counsel to review any communication given by it to, and consult with each other in advance of any meeting or conference with, any Governmental Authority, or, in connection with any proceeding by a private party, with any other person, and to the extent permitted by such Governmental Authority or other person, give the other party and/or its counsel the opportunity to attend and participate in such meetings and conferences. For the avoidance of doubt, all strategic decisions, presentations, submissions and any other documentation prepared in connection with the transactions contemplated by this Agreement shall be made or prepared by Buyer, or reviewed by Buyer to the extent the submission must be made by the SCP Funds, SCH or the Company, and the SCP Funds, SCH and the Company shall fully cooperate with Buyer in connection with the same.

(d) In furtherance and not in limitation of the efforts referred to above in this **Section 8.1**, if any action, suit or proceeding is instituted (or threatened to be instituted) by the Federal Trade Commission, the Antitrust Division of the United States Department of Justice or any other Governmental Authority or any third party challenging the Contemplated Transactions or that would otherwise prohibit or materially impair or materially delay the consummation of such transactions, Buyer, MergerSub, the SCP Funds, SCH and the Company shall cooperate and use their reasonable best efforts to promptly resolve any such objections or actions, suits or proceedings so as to permit the consummation of the Contemplated Transactions as expeditiously as possible. Nothing contained in this Agreement or any Transaction Document would require Buyer, MergerSub or their respective Affiliates to agree to divest, license or otherwise become subject to any limitations on, their respective rights effectively to acquire, control or operate the business of the Cornerstone Companies, or divest itself of all or any

portion of the business, assets or operations of the Cornerstone Companies or Buyer or MergerSub, or any of their respective Affiliates.

8.2 **Public Announcements.** The SCP Funds, SCH, the Company, the Sellers' Representative and Buyer agree to communicate with each other and cooperate with each other prior to any public disclosure prior to or following the Closing of the transactions contemplated by this Agreement, including with respect to any post-Closing press release. Without the prior written consent of the others, which consent shall not be unreasonably withheld, delayed or conditioned, no party to this Agreement shall issue or make prior to the Closing any report, statement or release to the public (including employees, customers and suppliers of the parties) with respect to this Agreement or the transactions contemplated hereby, except for any reports, statements or releases to the public required by Applicable Law, necessary or appropriate in such party's filings with the United States Securities and Exchange Commission, or required to comply with, or otherwise desirable pursuant to, stock market rules (provided, that the party required to make any such disclosure shall use reasonable efforts to advise the other parties and provide them with a copy of the proposed disclosure prior to making the disclosure). Notwithstanding the foregoing, Buyer shall be permitted to issue press releases after the Effective Time customary for a transaction of this nature at its discretion.

8.3 **Tax Matters.**

(a) The Company, the Surviving Company, SCH, the Buyer Parties and the Sellers agree that the Contemplated Transactions are intended to be treated for Tax purposes as a purchase by Buyer of the stock of SCH and a purchase by Buyer of membership interests from the holders of Units (other than SCH) and shall file all Tax Returns consistent with such treatment and not take any position or action inconsistent with such treatment.

(b) Within one hundred twenty (120) calendar days following the Closing Date, the Sellers' Representative shall deliver to Buyer a schedule allocating the purchase price to the assets of the Company attributable to interests held in the Company by holders other than SCH and according to the principles of Sections 755 and 1060 of the Code (the "**Purchase Price Allocation**"). Buyer may propose reasonable changes to the Purchase Price Allocation consistent with the principles of Sections 755 and 1060 of the Code. Buyer, the Surviving Company and their respective Affiliates shall file all Tax Returns in a manner consistent with the Purchase Price Allocation provided by the Sellers' Representative pursuant to this **Section 8.3(b)**.

(c) The Sellers' Representative shall cause the Cornerstone Companies to prepare or cause to be prepared and file or cause to be filed, at the Sellers' expense, all Tax Returns for the Cornerstone Companies for all taxable periods ending on or before the Closing Date, including any income Tax Returns of SCH for the Tax year ending on the Closing Date, including SCH's income tax return for the period ending on the Closing Date (collectively, the "**Seller Returns**"). If requested by Buyer in writing, the Sellers' Representative shall allow Buyer to review and comment on each income Tax Return of SCH for the short period ending on the Closing Date, at Buyer's sole cost and expense, and the Sellers' Representative shall consider all reasonable comments of Buyer with respect to such income Tax Returns prior to filing.

(d) Buyer shall prepare or cause to be prepared all Tax Returns of the Cornerstone Companies for any Straddle Period (collectively, the "**Straddle Period Returns**"). If requested by the Seller's Representative in writing, Buyer shall allow the Sellers' Representative to review and comment on each income Straddle Period Return, at the Seller's Representative's sole cost and expense and Buyer shall consider all reasonable comments of the Sellers' Representative with respect to such income Tax Returns prior to filing.

(e) For purposes of apportioning liability for Taxes in connection with any Tax Return for a period that begins on or prior to the Closing Date and ends after the Closing Date (a “**Straddle Period**”) (i) in the case of Taxes based upon or related to income or receipts, the amount of any such Taxes allocable to the portion of the taxable period ending on the Closing Date shall be determined based on an interim closing of the books as of the close of business on the Closing Date; and (ii) in the case of Taxes other than Taxes described in clause (i), the amount of such Taxes allocable to the portion of the taxable period ending on the Closing Date shall be the product of (x) the amount of such Taxes for the entire period and (y) a fraction the numerator of which is the number of calendar days in the period ending with the Closing Date and the denominator of which is the number of calendar days in the entire period. Buyer agrees that, to the extent permitted by Applicable Law, all Tax deductions that arise or become available as a result of the Contemplated Transactions (other than expenses of Buyer) shall be allocated to the taxable period, or portion thereof, ending on the Closing Date, and neither Buyer nor any Affiliate thereof shall make any election or take any position to the contrary on any Tax Return. Any Taxes resulting from transactions undertaken by Buyer occurring on the Closing Date after the Closing outside of the ordinary course of business consistent with past practices (other than as specifically set forth in this Agreement) shall be allocated to the post-Closing period and no Seller shall be liable for any such transactions.

(f) The parties hereto shall cooperate fully, as and to the extent reasonably requested by another party, in connection with the preparation and filing of any Tax Return or any claim for refund and in connection with any audit, litigation or other proceeding with respect to the Taxes of the Cornerstone Companies.

(g) Buyer shall promptly notify the Sellers’ Representative following receipt of any notice of audit or other proceeding relating to any Seller Returns or Straddle Period Returns. The Sellers’ Representative shall control any audit, litigation or other proceeding regarding any Seller Returns. Sellers’ Representative shall permit Buyer to review and comment on any documents in connection with such audit, litigation or other proceeding and shall take any reasonable comments into consideration prior to filing any document. Buyer shall control all proceedings with respect to any audit or investigation relating to a Straddle Period return, but Buyer shall notify the Sellers’ Representative and allow the Sellers’ Representative a reasonable opportunity to participate (at the Sellers’ own cost) in such proceedings. To the extent that any proposed settlement of any claim for Taxes from a Straddle Period could result in an indemnification claim by Buyer pursuant to **Article 11**, the Sellers’ Representative shall have the right to consent to any such settlement, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer shall make available or shall cause the Cornerstone Companies to make available to the Sellers’ Representative any and all books and records of the Cornerstone Companies and other documents reasonably requested by the Sellers’ Representative and shall make reasonably available employees of the Cornerstone Companies to enable the Sellers’ Representative to defend any audit or other proceeding with respect to any Seller Return and shall cooperate with the Sellers’ Representative in defense of such audits.

(h) Notwithstanding anything herein to the contrary, Buyer shall not file any amended Tax Returns of the Cornerstone Companies for any taxable periods that begin prior to the Closing Date without first obtaining the written consent of the Sellers’ Representative, which consent shall not be unreasonably withheld, conditioned or delayed.

(i) The parties agree that no election shall be made under Section 338 or 336(e) of the Code (or any comparable provision of foreign, state or local law) in respect of the transactions contemplated by this Agreement.

(j) The Sellers shall be responsible for and shall pay all stock transfer Taxes, real property transfer or mortgage Taxes, sales Taxes, documentary stamp Taxes, recording charges and other similar Taxes, if any, arising from the Contemplated Transactions. Each of the parties hereto shall prepare and file, and shall fully cooperate with the other party with respect to the preparation and filing of, any Tax Returns and other filings relating to any such Taxes or charges as may be required.

(k) The Cornerstone Companies and the Sellers' Representative shall assist and cooperate with Buyer in the preparation of any analysis under Section 382 of the Code. Such assistance shall include, upon Buyer's reasonable request, furnishing or causing to be furnished such information (including reasonable access to books and records and affidavits with respect to changes of ownership of the Cornerstone Companies and assistance as is reasonably necessary to prepare such analysis.

8.4 **Confidentiality.** Buyer and MergerSub shall treat, and shall cause their respective Affiliates, counsel, accountants and other advisors and Representatives to treat, all nonpublic information obtained in connection with this Agreement and the transactions contemplated hereby as confidential in accordance with the terms of the Confidentiality Agreement. The terms of the Confidentiality Agreement are hereby incorporated by reference and shall continue in full force and effect until the Closing, at which time such Confidentiality Agreement shall terminate. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms.

8.5 **Third-Party Consents.** Buyer and MergerSub acknowledge that the third-party consents and waivers listed on Section 3.3(b) of the Company Disclosure Schedules (the "**Third-Party Consents**") are required from parties to the Disclosed Contracts and other Contractual Obligations to which one or more of the Cornerstone Companies is party and that such consents and waivers have not been obtained. The Sellers shall not have any liability whatsoever to Buyer, MergerSub or (after the Effective Time) the Cornerstone Companies arising out of or relating to the failure to obtain any Third-Party Consent or because of the termination of any Disclosed Contract or other Contractual Obligation as a result thereof. Buyer and MergerSub acknowledge that no representation, warranty or covenant of the Sellers or the Cornerstone Companies contained herein shall be breached or deemed inaccurate or breached, and no condition shall be deemed not satisfied, as a result of (a) the failure to obtain any Third-Party Consent, (b) any termination due resulting from the failure to obtain any Third-Party Consent or (c) any litigation or similar action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any Third-Party Consent or any such termination.

8.6 **FIRPTA.** Prior to the Closing, SCH and the Company shall (a) deliver to Buyer a Form W-9 for each of the SCP Funds, (b) use commercially reasonable efforts to deliver to Buyer a Form W-9 for each of the Sellers and the Nova Non-Voting Preferred Unitholder and (c) deliver to Buyer and to the Internal Revenue Service notices, in a form reasonably satisfactory to Buyer, that the Units or SCH Shares, as the case may be, are not "United States real property interests" in accordance with Treasury Regulations under Sections 897 and 1445 of the Code. If Buyer does not receive the notice described in clause (c) above on or before the Closing Date, Buyer, the Surviving Company, MergerSub, or the Paying Agent shall be permitted to withhold from the payments to be made pursuant to this Agreement any required withholding tax under Section 1445 of the Code.

8.7 **Obligations of Subsidiaries.** Buyer agrees to cause MergerSub to perform its obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement. From and after the Effective Time, Buyer agrees to cause each of the Surviving Company, the Surviving Company's Subsidiaries and SCH to perform its obligations under this Agreement. The SCP Funds and SCH agree to cause SCH and the Company, as the case may be, to



perform their respective obligations under this Agreement and to consummate the Merger on the terms and conditions set forth in this Agreement.

#### 8.8 **Release.**

(a) If (and only if) the Closing occurs, each of the SCP Funds shall and hereby does release and forever discharge each of SCH, the Company, Buyer and their respective Affiliates, and the directors, officers, members, managers, partners, employees, agents and representatives of each of them (collectively, the “**Releasees**”), from any and all claims, allegations, Liens, lawsuits, adverse consequences, damages, losses, amounts paid in settlement, Debts, deficiencies, diminution in value, disbursements, obligations, costs or demands and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, whether liquidated or unliquidated, fixed or contingent, direct or indirect or derivative, asserted or unasserted, foreseen or unforeseen, matured or unmatured, anticipated or unanticipated, that each of the SCP Funds now has, has ever had or may hereafter have against the respective Releasees arising prior to the Closing Date or on account of or arising out of any matter, cause or event occurring prior to the Closing Date, whether pursuant to contract or otherwise, and whether or not relating to claims pending on, or asserted after, the Closing Date; provided, however, that neither of the SCP Funds hereby releases any claims the SCP Funds may have arising under this Agreement.

(b) Each of the SCP Funds understands, acknowledges and agrees that the releases set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any actions, suits, proceedings, demands, assessments, judgments, settlements and compromises which may be instituted, prosecuted or attempted in breach of the provisions of such release. Each of the SCP Funds agrees that no fact, event, circumstance, evidence or transaction that could now be asserted or that may hereafter be discovered shall affect in any manner the final and unconditional nature of the releases set forth above. Each of the SCP Funds represents and warrants that it is the sole and lawful owner of all right, title and interest in and to all of the claims released hereby, and has not heretofore voluntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any Person any such claim or any portion thereof.

(c) Each of the SCP Funds hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any actions, suits, proceedings, demands, assessments, judgments, settlements and compromises of any kind against any Releasee, based upon any matter purported to be released hereby.

### ARTICLE 9 CONDITIONS TO THE SCH STOCK PURCHASE AND THE MERGER

9.1 **Conditions to Obligations of the Parties.** The obligations of each of the parties hereto to consummate the SCH Stock Purchase and the Merger are subject to the satisfaction of the following condition: No litigation or similar action shall be pending or threatened in writing at any time prior to or on the Closing Date before or by any Governmental Authority or by any other Person seeking to restrain or prohibit, make illegal or delay materially, or seeking material damages or other relief in connection with, the execution and delivery of this Agreement or the consummation of the Contemplated Transactions or which might in the reasonable judgment of Buyer or the SCP Funds, SCH or the Company, as the case may be, have any Material Adverse Effect.

9.2 **Conditions to Obligations of Buyer and MergerSub.** The obligation of Buyer and MergerSub to consummate the SCH Stock Purchase and the Merger is subject to the satisfaction of the following further conditions (other than any such conditions that are waived by Buyer and MergerSub):

(a) The representations and warranties of SCH and the Company set forth in **Article 3** that are not qualified by materiality shall be true in all material respects at and as of the Effective Time as if made at and as of the Effective Time (except for representations and warranties that are made as of a specific date, which representations and warranties shall be true and correct at and as of such respective specific date); provided, however, that any representation and warranty that is qualified by materiality shall be true and correct in all respects;

(b) The Company shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Effective Time, including those contained in **Section 2.9**;

(c) Buyer shall have received a certificate signed by an appropriate representative of the Company to the effect that the conditions in **Section 9.2(a)** and **Section 9.2(b)** have been satisfied;

(d) SCH shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Effective Time;

(e) Buyer shall have received a certificate signed by an appropriate representative of SCH to the effect that the conditions in **Section 9.2(a)** and **Section 9.2(d)** have been satisfied;

(f) The representations and warranties of the SCP Funds set forth in **Article 4** that are not qualified by materiality shall be true in all material respects at and as of the Effective Time as if made at and as of the Effective Time (except for representations and warranties that are made as of a specific date, which representations and warranties shall be true and correct at and as of such respective specific date); provided, however, that any representation and warranty that is qualified by materiality shall be true and correct in all respects;

(g) The SCP Funds shall have performed in all material respects all of their obligations hereunder required to be performed by them at or prior to the consummation of the SCH Stock Purchase;

(h) Buyer shall have received a certificate signed by an appropriate representative of each of the SCP Funds to the effect that the conditions in **Section 9.2(f)** and **Section 9.2(g)** have been satisfied;

(i) Buyer shall have received stock certificates evidencing all of the SCH Shares, in each case duly endorsed in blank or accompanied by stock powers duly executed in blank;

(j) The Sellers' Representative and the Escrow Agent shall have executed and delivered the Escrow Agreement, and such agreement shall be in full force and effect;

(k) Each of the following individuals (the "**Transitional Individuals**") shall have entered into a transition services agreement with Buyer or an Affiliate of Buyer, in substantially the form attached hereto as Exhibit D-1, Exhibit D-2 and Exhibit D-3, respectively: Doug Mann, Fred Cooper and Barry Polan (the "**Transition Services Agreements**");

(l) Buyer shall have received written confirmation that the employment of each Transitional Individual and the individuals listed on Schedule 9.2(l) have been terminated by the Company prior to or as of the Closing;

(m) Each of the Cornerstone Companies shall have obtained, and delivered copies thereof to Buyer, all of the consents listed on Schedule 9.2(m);

(n) Buyer shall have received copies of the resignations, effective as of the Closing, of each director and officer of the Cornerstone Companies;

(o) Buyer shall have received a release, in a form reasonably acceptable to Buyer, from the Nova Non-Voting Preferred Unitholder;

(p) Buyer shall have received a certificate executed by the officer of SCH, certifying as of the Closing Date (A) certificates of good standing of SCH in Delaware and the various foreign jurisdictions in which it is qualified, (B) certified charter documents of SCH, (C) incumbency matters, (D) true and complete copies of the resolutions of the board of directors of SCH authorizing the execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions, and (E) true and complete copies of the resolutions of SCH, in its capacity as a Unitholder of the Company, authorizing the execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions;

(q) Buyer shall have received a certificate executed by the officer of the Company, certifying as of the Closing Date (A) certificates of good standing of each of the Company and Nova in Delaware and the various foreign jurisdictions in which they are qualified, (B) true and correct copies of the limited liability company agreements of each of the Company and Nova, together with all exhibits and schedules thereto, (C) incumbency matters and (D) true and complete copies of the resolutions of the board of directors of the Company authorizing the execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions;

(r) Buyer shall have received payoff and termination letters with respect to all unpaid Debt of the Cornerstone Companies as of immediately prior to the Closing; and

(s) SCH shall have received the necessary approval of at least seventy-five percent (75%) of its shareholders so that the making of the Incentive Payments by the Company (or SCH) shall not be treated as “excess parachute payments” within the meaning of Section 280G of the Code, or in the absence of such approval, any Incentive Payments that would otherwise be treated as “excess parachute payments” shall not be paid. The Company or SCH shall provide to Buyer evidence of such approval in form and substance reasonably satisfactory to Buyer and its counsel.

9.3 **Conditions to Obligation of the Company and the SCP Funds.** The obligation of the Company and the SCP Funds to consummate the SCH Stock Purchase and the Merger is subject to the satisfaction of the following further conditions (other than any such conditions that are waived by the Sellers’ Representative):

(a) The representations and warranties of Buyer and MergerSub contained in **Article 5** that are not qualified by materiality shall be true in all material respects at and as of the Effective Time as if made at and as of the Effective Time (except for representations and warranties that are made as of a specific date, which representations and warranties shall be true and correct at and as of such respective specific date); provided, however, that any representation and warranty that is qualified by materiality shall be true and correct in all respects;

(b) Buyer and MergerSub shall have performed in all material respects all of their respective obligations hereunder required to be performed by each of them at or prior to the Effective Time, including those contained in **Section 2.9**;

(c) The Company shall have received a certificate signed by an appropriate representative of Buyer and MergerSub to the effect that the conditions in **Section 9.3(a)** and **Section 9.3(b)** have been satisfied;

(d) Buyer and the Escrow Agent shall have executed and delivered the Escrow Agreement, and such agreement shall be in full force and effect; and

(e) Buyer and the Transitional Individuals shall have executed and delivered the Transition Services Agreements.

## **ARTICLE 10 TERMINATION**

10.1 **Grounds for Termination.** This Agreement may be terminated and the SCH Stock Purchase and the Merger may be abandoned at any time prior to the Closing only as provided below:

(a) by mutual written agreement of the Sellers' Representative and Buyer;

(b) by either the Sellers' Representative or Buyer if the Merger has not been consummated on or before the Termination Date;

(c) by either the Sellers' Representative or Buyer if consummation of the SCH Stock Purchase or the Merger would violate any nonappealable final order, decree or judgment of any Governmental Authority having competent jurisdiction;

(d) by Buyer if either (i) there has been a breach of, or inaccuracy in, any representation or warranty of SCH and the Company contained in **Article 3** of this Agreement or of the SCP Funds contained in **Article 4** of this Agreement or (ii) SCH, the Company or any of the SCP Funds has breached or violated any covenant contained in this Agreement, in each case which breach, inaccuracy or violation (A) would result in, or would reasonably be expected to result in, the failure to satisfy a condition set forth in **Section 9.1** or **Section 9.2** and (B) cannot be or has not been cured by the date which is twenty (20) calendar days after Buyer notifies SCH, the Company or the SCP Funds, as applicable, of such breach, inaccuracy or violation, provided, that in the event that the conditions set forth in **Section 9.1** and **Section 9.3** have been satisfied (other than those conditions that by their nature are to be satisfied by actions to be taken at the Closing), Buyer has confirmed that Buyer and MergerSub are prepared to consummate the Closing and the SCP Funds, SCH or the Company fails to complete the Closing as contemplated by **Section 2.1** for any reason (a "**Seller Failure to Close**"), Buyer may terminate this Agreement with no need to allow any additional cure period; or

(e) by the Sellers' Representative if either (i) there has been a breach of, or inaccuracy in, any representation or warranty of Buyer or MergerSub contained in **Article 5** of this Agreement or (ii) Buyer or MergerSub has breached or violated any covenant contained in this Agreement, in each case which breach, inaccuracy or violation (A) would result in, or would reasonably be expected to result in, the failure to satisfy a condition set forth in **Section 9.1** or **Section 9.3** and (B) cannot be or has not been cured by the date which is twenty (20) calendar days after the Sellers' Representative notifies Buyer of such breach, accuracy or violation; provided, that in the event that the conditions set forth in **Section 9.1** and **Section 9.2** have been satisfied (other than those conditions that by their nature are to be satisfied by actions to be taken at the Closing), the Sellers' Representative has confirmed that the Company and the SCP Funds are prepared to consummate the Closing and Buyer or MergerSub fails to complete the Closing as contemplated by **Section 2.1** for any reason (a "**Buyer**

**Failure to Close**”), the Sellers’ Representative may terminate this Agreement with no need to allow any additional cure period.

(f) Notwithstanding anything to the contrary in this Agreement, (i) Buyer may not terminate this Agreement following any Buyer Failure to Close and (ii) none of the SCP Funds, SCH or the Company may terminate this Agreement following any Seller Failure to Close.

The party hereto desiring to terminate this Agreement pursuant to clauses (b), (c), (d) or (e) above shall give written notice of such termination to the other parties.

10.2 **Effect of Termination.** In the event this Agreement is terminated by the Sellers’ Representative and/or Buyer as provided above, the provisions of this Agreement shall immediately become void and of no further force and effect (other than **Section 8.4**, this **Section 10.2** and **Article 12**, each of which shall survive the termination of this Agreement), and there shall be no liability on the part of Buyer, MergerSub, the Company, Sellers or the Sellers’ Representative to one another, except for willful breaches of this Agreement prior to the time of such termination. A Buyer Failure to Close shall be deemed a willful breach of this Agreement by Buyer and a Seller Failure to Close shall be deemed a willful breach of this Agreement by the SCP Funds, SCH and the Company. The parties may petition a court to award damages in connection with any breach by another party of the terms or conditions set forth in this Agreement, and the parties to this Agreement agree that such damages shall not be limited to reimbursement of expenses or out-of-pocket costs, and may include the benefit of the bargain lost by such party (taking into consideration relevant matters, including other combination opportunities and the time value of money). The Company may additionally, on behalf of Sellers, enforce such award and accept damages for such breach.

10.3 **Sole and Exclusive Remedy.** The parties to this Agreement may only terminate this Agreement pursuant to **Section 10.1** and, following such termination or if the Closing does not otherwise occur, each such party’s sole and exclusive remedy with respect to any and all claims for any breach or liability under this Agreement, the other Transaction Documents or otherwise relating to the subject matter hereof or thereof, including the Contemplated Transactions, shall be as provided in **Section 10.2** hereof; provided, that nothing in this **Section 10.3** shall prevent any party from electing not to terminate this Agreement and to seek specific performance under **Section 12.9** hereof.

## ARTICLE 11 SURVIVAL; INDEMNIFICATION

11.1 **Survival.** The right to assert a claim with respect to any breach of the representations and warranties of the parties hereto, or any breach of the covenants and agreements of the parties hereto, in each case contained in or arising out of this Agreement, shall survive the Closing until the General Escrow Termination Date, after which no claim may be made or suit instituted seeking indemnification pursuant to this **Article 11** for any breach or inaccuracy of any such representation, warranty, covenant or agreement. Notwithstanding the foregoing, (a) the representations and warranties set forth in **Section 3.1** (Organization), **Section 3.2** (Power and Authorization), **Section 3.3** (No Violation or Approval; Consents), **Section 3.4** (Capitalization of the Cornerstone Companies), **Section 3.11** (Tax Matters), **Section 4.1** (Organization), **Section 4.2** (Power and Authorization), **Section 4.3** (No Violation or Approval; Consents), and **Section 4.5** (SCH and the SCH Shares) (collectively, the “**Fundamental Representations and Warranties**”) shall survive until the expiration of the applicable statute of limitations, (b) the representations and warranties set forth in **Section 3.13** (Environmental Matters) shall survive for four and one-half (4.5) years, and (c) the right to assert a claim described in **Section 11.2(a)(xii)** shall survive until the Special Escrow Termination Date.

## 11.2 **Indemnification.**

(a) **Indemnification by the Sellers.** Subject to any limitations provided in this **Article 11**, from and after the Effective Time, Buyer shall be entitled to assert, as its and the other Buyer Indemnified Parties' sole and exclusive remedy for any action relating (directly or indirectly) to this Agreement and the Contemplated Transactions (except as provided in **Section 2.9(e)**), claims in respect of any Damages actually incurred or suffered by any Buyer Indemnified Party arising out of any:

(i) breach of any representation and warranty made by SCH or the Company in **Article 3** of this Agreement or in the certificates contemplated by **Section 9.2(c)** and **Section 9.2(e)**, provided that, for purposes of this **Section 11.2(a)(i)**, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification and all knowledge qualifiers contained in or otherwise applicable to such representation or warranty;

(ii) breach of any covenant or agreement herein that, by its terms, contemplates or provides for performance by any of the Cornerstone Companies prior to the Effective Time;

(iii) breach of any representation and warranty made by the SCP Funds in **Article 4** of this Agreement or in the certificate contemplated by **Section 9.2(h)**, provided that, for purposes of this **Section 11.2(a)(iii)**, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification and all knowledge qualifiers contained in or otherwise applicable to such representation or warranty;

(iv) breach of any covenant or agreement herein by the SCP Funds;

(v) claim that the Closing Debt Amount was not fully repaid at the Closing or in connection with the purchase price adjustment provisions in **Section 2.9**;

(vi) claim for broker's or agent's fees or expenses arising out of the Contemplated Transactions by a Person claiming to have been engaged by SCH, the Company, the SCP Funds, or any of their Affiliates;

(vii) claim by any holder or former holder of any equity security of any Cornerstone Company, or any other person or entity, seeking to assert, or based upon (1) the breach of any pre-emptive or similar right by such Cornerstone Company, (2) rights to ownership of any equity securities of such Cornerstone Company, which asserted rights are inconsistent with the representations and warranties contained in **Article 3** or **Article 4** of this Agreement (disregarding any disclosures on the Company Disclosure Schedules for purposes of this clause (2)), or (3) a breach of fiduciary duty on the part of any director or officer of any Cornerstone Company, including without limitation any action taken in connection with this Agreement or the Contemplated Transactions;

(viii) claim by a Unitholder or SCP Fund due to the failure to receive any consideration in connection with the Contemplated Transactions following the Closing;

(ix) Transaction Expenses that have not been paid as required or taken into account in the calculation of the Final Closing Consideration;

(x) Pre-Closing Taxes, except to the extent that such Pre-Closing Taxes were taken into account as a liability in the calculation of the Final Closing Consideration;

(xi) claim arising from the actions of the Paying Agent or the Seller's Representative;

(xii) claim or liability arising from or related to the alleged extension of the Lease term for the Leased Real Property known as 6808 Greenway Avenue in Philadelphia, Pennsylvania for any time period after the Closing;

(xiii) claim or liability arising from or related to the investigation being conducted by BSA / The Software Alliance that resulted from its letter to the Company dated December 6, 2012;

(xiv) claim or liability arising under Environmental Law for any condition or event occurring or in existence prior to Closing at the Leased Real Properties known as 1401 Charles Avenue, Dunbar, West Virginia; and

(xv) claim for costs of corrections which are, in Buyer's reasonable discretion, necessary to maintain the qualification of any Qualified Plan of the Cornerstone Companies existing prior to Closing.

(b) **Indemnification Limitations.** Indemnification of the Buyer Indemnified Parties pursuant to **Section 11.2(a)** and the Seller Indemnified Parties pursuant to **Section 11.2(d)** shall be subject to the below limitations.

(i) The respective Indemnified Party shall not be entitled to make any claim for Damages in an amount less than Fifty Thousand Dollars (\$50,000), provided that the Damages claimed with respect to claims arising out of the same facts, events or circumstances may be aggregated for the purpose of determining whether the requirement of this **Section 11.2(b)(i)** has been met.

(ii) The respective Indemnified Party shall not be entitled to make any claim for Damages unless the aggregate amount of Damages arising out of such claims allowable under **Section 11.2(b)(i)** exceeds One Million Dollars (\$1,000,000) and then only to the extent of such excess.

(iii) The aggregate liability of the respective Indemnifying Party under this Agreement shall not exceed the Indemnification Cap.

(iv) The foregoing limitations in **Sections 11.2(b)(i)** through **(iii)** shall not apply to (a) any breach of any Fundamental Representation and Warranty, (b) any claim based on fraud or willful misconduct, (c) any claim arising under **Section 11.2(a)(v)** through **(xiv)**, (d) any breach of any post-Closing covenant set forth in this Agreement, or (e) any claim arising under **Section 3.13** (Environmental Matters).

(v) The Sellers shall not have any obligation to indemnify any Indemnified Party for any claim arising under **Section 3.13** (Environmental Matters) or **Section 11.2(a)(xiv)** that results from any action by the Buyer Indemnified Party unless such action is (a) required by Applicable Law; (b) in the reasonable opinion of the Buyer Indemnified Party, necessary in order to prevent an imminent threat to human health or the environment; (c) taken in response to a directive from a Governmental Authority; or (d) in the reasonable opinion of the Buyer Indemnified Party, required by any Contractual Obligation existing as of the Closing Date to which the Buyer Indemnified Party is a party.

(vi) Notwithstanding anything in this Agreement to the contrary, the Sellers shall not have any obligation to indemnify any Buyer Indemnified Party for any claims or Damages resulting from or arising out of the GSA Contract.

(vii) The obligations of the Sellers under this **Section 11.2** shall be several (and not joint and several).

(c) **Recovery Against the Escrow Amount.**

(i) The Buyer Indemnified Parties shall only be entitled to seek recovery from the Escrow Property for any claims for Damages pursuant to this **Section 11.2**, or other claims relating to or arising from this Agreement or in connection with any of the Contemplated Transactions (including any amounts payable to any Buyer Indemnified Parties pursuant to **Section 2.9(e)**) unless and until the Escrow Property has been exhausted, in which case the Buyer Indemnified Parties may make Claims against any applicable party, subject to the indemnification limitations set forth herein.

(ii) If any portion of the General Escrow Amount is used to satisfy indemnification claims under **Section 11.2(a)(iii)** or **Section 11.2(a)(iv)**, the SCP Funds shall be required on a several (and not a joint and several) basis to deliver to the Paying Agent an amount of cash equal to the amount of General Escrow Property used to satisfy such claims (the “**Released Amount**”), less the portion of the Released Amount that the SCP Funds would have received if the Released Amount had been distributed as of such date of determination to the Sellers as Additional Consideration allocated in accordance with **Section 2.10** above, and the Paying Agent shall disburse such amount to the Sellers (other than the SCP Funds) in accordance with **Section 2.10** above and payable as provided herein.

(iii) Notwithstanding anything to the contrary herein, Buyer shall be entitled to assert, as its and the other Buyer Indemnified Parties’ sole and exclusive remedy for any claim under **Section 11.2(a)(xii)** (*i.e.*, claims with respect to the alleged extension of the Lease term of the Greenway Avenue Leased Real Property), claims against the Special Escrow Amount. Buyer and the other Buyer Indemnified Parties shall not assert any claim against the Special Escrow Amount except for claims under **Section 11.2(a)(xii)**.

(d) **Indemnification by Buyer.** From and after the Effective Time, Buyer hereby indemnifies each Seller and each of such Seller’s Affiliates (the “**Seller Indemnified Parties**”), and the respective successors and assigns of any of the foregoing, against and agrees to hold each of them harmless from any and all Damages actually incurred or suffered by such Seller Indemnified Party, and the respective successors and assigns of any of the foregoing, arising out of any (i) breach of any representation and warranty made by Buyer or MergerSub in **Article 5** of this Agreement or in the certificate contemplated by **Section 9.3(c)** or (ii) breach of any covenant or agreement by Buyer or MergerSub and any breach of any covenant or agreement to be performed after the Closing by SCH, the Surviving Company or any of the Surviving Company’s Subsidiaries.

(e) **Notice.** No Claim may be made or suit instituted seeking indemnification pursuant to **Section 11.2(a)** or **Section 11.2(d)** for any breach of, or inaccuracy in, any representation or warranty, or any breach of any covenant or agreement, in each case contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith, unless a Claim Notice (as defined below) is provided to the Indemnifying Party in respect of such breach or inaccuracy in accordance with **Section 11.3(a)** at any time prior to the expiration of the applicable survival period set forth in **Section 11.1**.



### 11.3 Procedures.

(a) Subject to **Section 8.3(g)** with respect to Tax matters, the party seeking indemnification under this **Article 11** (the “**Indemnified Party**”) agrees to give prompt notice to the party against whom indemnity is sought (the “**Indemnifying Party**”) of the assertion of any claim, or the commencement of any suit, action or proceeding (“**Claim**”) in respect of which indemnity may be sought under this **Article 11**, stating in reasonable detail the nature of the inaccuracy or breach or other claim (including identification of the provisions of this Agreement alleged to have been breached or inaccurate or under which a claim is being made) (a “**Claim Notice**”), and shall provide the Indemnifying Party such information with respect thereto that the Indemnifying Party may reasonably request. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have adversely prejudiced the Indemnifying Party or to the extent the survival periods stated herein have lapsed.

(b) Subject to **Section 11.2(e)**, if Buyer wishes to make a Claim on behalf of itself or any other Buyer Indemnified Party under **Section 11.2(a)** for which it reasonably believes in good faith it is (or they are) entitled to recovery under this **Article 11**, Buyer shall deliver to the Sellers’ Representative a Claim Notice and, as long as the General Escrow Property or the Special Escrow Property (as applicable) has not been exhausted, shall deliver to the Escrow Agent a copy of each Claim Notice simultaneously with its delivery to the Sellers’ Representative. If Buyer asserts a Claim against the General Escrow Property or the Special Escrow Property (as applicable) pursuant to this **Section 11.3(b)**, the Escrow Agent shall disburse the General Escrow Property or the Special Escrow Property (as applicable) as to such Claim in the manner, and subject to the terms, provided in the Escrow Agreement.

(c) Within twenty (20) calendar days after the delivery of a Claim Notice with respect to a Claim asserted by any third party (“**Third Party Claim**”), the Indemnifying Party may, upon written notice to the Indemnified Party, assume control of the defense of such Third Party Claim with counsel reasonably satisfactory to the Indemnifying Party; provided that in a case where any Buyer Indemnified Party is the Indemnified Party, the Indemnifying Party may only assume control of such defense if (A) it acknowledges in writing to the Indemnified Party that any damages, fines, costs or other liabilities that may be assessed against the Indemnified Party in connection with such Third Party Claim constitute Damages for which the Indemnified Party will be indemnified pursuant to this **Article 11**, (B) the Damages resulting from such Third Party Claim would not, in the reasonable judgment of Buyer, together with all other Damages and potential Damages, cause the aggregate of all such Damages to exceed the then current amount of the Escrow Property; (C) the claim is for monetary damages and not for equitable relief and (D) the results of such claim are unlikely, in Buyer’s reasonable judgment, to materially interfere with the business of Buyer or the Cornerstone Companies. If the Indemnifying Party does not, or is not permitted under the terms hereof to, so assume control of the defense of a Third Party Claim, then the Indemnified Party will control such defense. The Non-controlling Party may participate in, but not determine or conduct, such defense at its own expense. The Controlling Party will keep the Non-controlling Party advised of the status of such Third Party Claim and the defense thereof and will consider in good faith recommendations made by the Non-controlling Party with respect thereto. The Non-controlling Party will furnish the Controlling Party with such information as it may have with respect to such Third Party Claim (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise fully cooperate with and assist the Controlling Party in the defense of such Third Party Claim. The fees and expenses of counsel to the Indemnified Party with respect to a Third Party Claim will be considered Damages for purposes of this Agreement if (i) the Indemnified Party controls the defense of such Third Party Claim pursuant to the terms of this **Section 11.3(c)** or (ii) the Indemnifying Party assumes control of such defense and the Indemnified Party reasonably concludes that the Indemnifying Party and the Indemnified Party have conflicting interests

with respect to such Third Party Claim. The Indemnifying Party will not agree to any settlement of, or the entry of any judgment arising from, any Third Party Claim without the prior written consent of the Indemnified Party, which will not be unreasonably withheld, conditioned or delayed, provided, however, that such consent of the Indemnified Party will not be required if (i) such settlement or judgment includes a complete release of the Indemnified Party from further liability and (ii) such settlement or judgment does not include any admission of liability on the part of the Indemnified Party (other than solely in respect of monetary payments, provided that any such payments are paid by the Indemnifying Party) or impose any equitable relief upon the Indemnified Party. The Indemnified Party will not agree to any settlement of, or the entry of any judgment arising from, any such Third Party Claim without the prior written consent of the Indemnifying Party, which will not be unreasonably withheld, conditioned or delayed.

(d) Notwithstanding anything to the contrary in this **Section 11.3**, the Indemnifying Party shall be entitled to assume the control of the defense of any Third Party Claims arising out of the indemnification obligations set forth in **Sections 11.2(a)(vi), (ix) and (xii)**.

**11.4 Calculation of Damages.** The Indemnifying Party shall not be liable under **Section 11.2** for any (i) Damages for which the Indemnified Party has otherwise been compensated for such matter pursuant to consideration adjustments under **Section 2.9** and (ii) punitive, incidental, consequential, special or indirect Damages, business interruption loss, loss of future revenue, diminution in value, lost profits or income, or loss of business reputation or opportunity or damages based on any multiple of earnings or other financial measure; provided, however, that the limitations in subsection (ii) shall not apply to any claims or Damages resulting from or arising under the False Claims Act. For purposes of calculating Damages under this **Article 11** each of the representations and warranties in this Agreement that contains any qualifications as to materiality or Material Adverse Effect (or any correlative terms) shall be deemed to have been given as though there were no such qualifications.

**11.5 Assignment of Claims; Subrogation.** If the Indemnified Party receives any payment from an Indemnifying Party in respect of any Damages pursuant to **Section 11.2** and the Indemnified Party could have recovered all or a part of such Damages from a third party (a “**Potential Contributor**”) based on the underlying Claim asserted against the Indemnifying Party, the Indemnified Party shall assign such of its rights to proceed against the Potential Contributor as are necessary to permit the Indemnifying Party to recover from the Potential Contributor the amount of such payment. To the extent the Indemnified Party recovers any amounts from the General Escrow Account or the Special Escrow Account in respect of any Damages pursuant to **Section 11.2**, the Sellers’ Representative, on behalf of the Sellers, shall be fully subrogated to the rights of such Indemnified Party with respect to recovery of all or part of such amounts from a Potential Contributor.

**11.6 Exclusivity.** Except as specifically set forth in this Agreement, effective as of the Effective Time, each party hereby waives any rights and claims it may have against any of the other parties hereto, and their respective Affiliates and Representatives, whether in law or in equity, for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement. From and after the Closing, except as otherwise provided in this Agreement, the parties agree that except for claims for criminal conduct, fraud, intentional misrepresentations, intentional acts or willful misconduct, and subject to the rights of the parties to seek specific performance of covenants or an injunction to prevent a violation thereof, **Section 11.2** shall provide the exclusive remedy for any misrepresentation, breach of warranty, covenant or other agreement or other claim arising out of or relating to this Agreement or the transactions contemplated hereby, except in the case of remedies for a breach of any title/ownership representation or warranty contained in any letter of transmittal (or, in the case of each SCP Fund, an equivalent transfer document) delivered by a Seller, which remedies shall be pursued solely against the individual Seller; provided, however, that in no

case shall any Seller have any liability arising out of or relating to this Agreement or the transactions contemplated hereby in excess of the consideration received by such Seller in connection with the transactions contemplated hereby, except where such liability arises out of such Seller's fraud or willful misconduct.

11.7 **Merger Consideration Adjustment.** To the extent consistent with Applicable Law, any amount paid under **Article 11** shall be treated as an adjustment to the purchase price for Tax purposes.

11.8 **Sellers' Representative.**

(a) The Seller's Representative is hereby appointed as the representative of the Sellers and as the attorney-in-fact and agent for and on behalf of each such Seller for purposes of this Agreement and the Escrow Agreement, and shall be empowered to take such actions contemplated to be taken by the Sellers' Representative under this Agreement and the Escrow Agreement and such other actions on behalf of such Sellers as it may deem necessary or appropriate in connection with or to consummate the transactions contemplated hereby or thereby, including (i) taking all actions and making all filings on behalf of the Sellers with any Governmental Authority or other Person necessary to effect the consummation of the transactions contemplated by this Agreement and the Escrow Agreement, (ii) agreeing to, negotiating, entering into settlements and compromises of, complying with orders of courts with respect to, and otherwise administering and handling any claims under this Agreement or the Escrow Agreement on behalf of the Sellers, including indemnifications claims, (iii) negotiating and executing any waivers or amendments of this Agreement or the Escrow Agreement (provided, that any amendment that shall adversely and disproportionately affect the rights or obligations of any Seller as compared to other Sellers shall require the prior written consent of such Seller) and (iv) taking all other actions that are either necessary or appropriate in its judgment for the accomplishment of the foregoing or contemplated by the terms of this Agreement or the Escrow Agreement. The Sellers' Representative hereby accepts such appointment.

(b) A decision, act, consent or instruction of the Sellers' Representative hereunder shall constitute a decision, act, consent or instruction of all Sellers and shall be final, binding and conclusive upon each Seller, and the Escrow Agent, the Paying Agent and Buyer may rely upon any such decision, act, consent or instruction of the Sellers' Representative as being the decision, act, consent or instruction of each and every Seller. The Escrow Agent and Buyer shall be relieved from any liability to any Person for any acts done by them in accordance with such decision, act, consent or instruction of the Sellers' Representative.

(c) The Sellers' Representative shall have the right to recover, at its sole discretion, from the Sellers' Representative Fund Property and the Escrow Property (but, in the case of the Escrow Property, only out of any funds remaining for disbursement to the Sellers from the Escrow Property after the General Escrow Termination Date or the Special Escrow Termination Date, as applicable, pursuant to terms and conditions of the Escrow Agreement), prior to any distribution to the Sellers, (i) the Sellers' Representative's reasonable out-of-pocket expenses (including fees and charges of counsel, accountants or other agents) incurred in serving in that capacity and (ii) any amounts to which it is entitled pursuant to the indemnification provision in **Section 11.8(e)** (each item in clauses (i) and (ii) of this **Section 11.8(c)** referred to as a "**Charge**," and, collectively, the "**Charges**"). In the event the amount of the Escrow Property (to the extent available therefor) and the Sellers' Representative Fund Property available to satisfy Charges (the "**Remaining Escrow Property**") is insufficient to satisfy all Charges, then each Seller shall be obligated to pay the portion of the Charges in excess of the Remaining Escrow Property allocated to such Seller in accordance with the provisions of **Section 2.10** and the Operating Agreement. The Sellers' Representative shall hold the Sellers' Representative Fund Property on behalf of the Sellers

as an agent of the Sellers and shall provide periodic statements to the Sellers with respect to the release of any portion of the Sellers' Representative Fund Property.

(d) The Sellers' Representative shall incur no liability with respect to any action taken or suffered by any party in reliance upon any notice, direction, instruction, consent, statement or other document believed by the Sellers' Representative to be genuine and to have been signed by the proper person (and the Sellers' Representative shall have no responsibility to determine the authenticity thereof), nor for any other action or inaction, except its own gross negligence, bad faith or willful misconduct. In all questions arising under this Agreement or the Escrow Agreement, the Sellers' Representative may rely on the advice of outside counsel, and the Sellers' Representative shall not be liable to any Seller for anything done, omitted or suffered in good faith by the Sellers' Representative based on such advice.

(e) The Sellers shall severally (each based on and limited to its Payment Percentage), but not jointly and severally, indemnify the Sellers' Representative and hold the Sellers' Representative harmless against any loss, liability or expense incurred without gross negligence, bad faith or willful misconduct, on the part of the Sellers' Representative and arising out of or in connection with the acceptance or administration of the Sellers' Representative's duties hereunder, including the reasonable fees and expenses of any legal counsel or other agents retained by the Sellers' Representative.

(f) At any time during the term of the Escrow Agreement, a majority-in-interest of the Sellers may, by written consent, appoint a new representative as the Sellers' Representative. Notice together with a copy of the written consent appointing such new representative and bearing the signatures of a majority-in-interest of the Sellers must be delivered to Buyer and, if applicable, the Escrow Agent and the Paying Agent not less than ten (10) calendar days prior to such appointment. Such appointment shall be effective upon the later of the date indicated in the consent or the date such consent is received by Buyer and, if applicable, the Escrow Agent and the Paying Agent. For the purposes of this **Section 11.8**, a "majority-in-interest of the Sellers" shall mean Sellers representing in the aggregate over 50% of the percentage interests in the Remaining Escrow Property.

(g) In the event that the Sellers' Representative becomes unable or unwilling to continue in its capacity as Sellers' Representative, or if the Sellers' Representative resigns as the Sellers' Representative, a majority-in-interest of the Sellers may, by written consent, appoint a new representative as the Sellers' Representative. Notice and a copy of the written consent appointing such new representative and bearing the signatures of a majority-in-interest of the Sellers must be delivered to Buyer and, if applicable, the Escrow Agent and the Paying Agent. Such appointment shall be effective upon the later of the date indicated in the consent or the date such consent is received by Buyer and, if applicable, the Escrow Agent and the Paying Agent.

## **ARTICLE 12 MISCELLANEOUS**

12.1 **Notices.** Any notices or other communications required or permitted hereunder shall be deemed to have been properly given and delivered if in writing by such party or its legal representative and delivered personally or sent by facsimile or nationally recognized overnight courier service guaranteeing overnight delivery, addressed as follows:

if to Buyer, MergerSub or, after the Effective Time, the Surviving Company, to:

Iron Mountain Incorporated  
745 Atlantic Ave  
Boston, MA 02111  
Attention: General Counsel  
Fax: (617) 451-0409

with a copy (which shall not constitute notice) to:

Sullivan & Worcester LLP  
One Post Office Square  
Boston, MA 02109  
Attention: William J. Curry  
Fax: (617) 338-2880

if, prior to the Effective Time, to the Company, to:

Cornerstone Records Management, LLC  
6085 Marshalee Drive, Suite 130  
Elkridge, MD 21075  
Attention: Fred Cooper  
Fax: (240) 380-1002

with a copy (which shall not constitute notice) to:

Baker & Hostetler LLP  
191 N. Wacker Drive, Suite 3100  
Chicago, IL 60606  
Attention: Adam Skilken  
Fax: (312) 416-6272

and

Katten Muchin Rosenman LLP  
525 W. Monroe Street  
Chicago, IL 60661  
Attention: Saul E. Rudo  
Fax: (312) 577-8870

if to the SCP Funds, the Sellers' Representative or the Paying Agent, to:

Sterling Partners  
401 N. Michigan Avenue, 33rd Floor  
Chicago, IL 60611  
Attention: General Counsel  
Fax: (312) 465-7001

with a copy (which shall not constitute notice) to:

Baker & Hostetler LLP  
191 N. Wacker Drive, Suite 3100  
Chicago, IL 60606  
Attention: Adam Skilken  
Fax: (312) 416-6272

and

Katten Muchin Rosenman LLP  
525 W. Monroe Street  
Chicago, IL 60661  
Attention: Saul E. Rudo  
Fax: (312) 577-8870

Unless otherwise specified herein, such notices or other communications shall be deemed given (a) on the date delivered, if delivered personally, (b) one (1) Business Day after being sent by a nationally recognized overnight courier guaranteeing overnight delivery, and (c) on the date delivered, if delivered by facsimile during business hours (or one (1) Business Day after the date of delivery if delivered after 5:00 pm in the place of receipt). Each of the parties hereto shall be entitled to specify a different address by delivering notice as aforesaid to each of the other parties hereto.

12.2 **Amendments and Waivers.**

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party hereto, or, in the case of a waiver, by the party against whom the waiver is to be effective (with the Sellers' Representative being authorized to act on behalf of the Sellers after the Effective Time).

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

12.3 **Expenses.** Except as specifically set forth in this Agreement, all costs and expenses incurred in connection with this Agreement and the other Transaction Agreements and the related transactions, including all fees and expenses of each party's counsel, accountants and other Representatives, shall be paid by the party incurring such cost or expense.

12.4 **Waiver of Conflicts Regarding Representation; Non-Assertion of Attorney Client Privilege.**

(a) Solely with respect to claims pursuant to **Section 2.9, Article 11 and Section 12.9** hereof (including any litigation, arbitration, mediation or other proceeding), Buyer and MergerSub waive and shall not assert, and each agrees to cause SCH, the Surviving Company and each of the Surviving Company's Subsidiaries to waive and to not assert, any conflict of interest arising out of or relating to the representation, after the Closing (the "**Post-Closing Representation**"), of the Sellers' Representative, the SCP Funds, any Seller or any officer, employee or director of SCH, the Company or

any of the Company's Subsidiaries (any such Person, a "**Designated Person**") by Baker & Hostetler LLP and/or Katten Muchin Rosenman LLP (the "**Current Representation**").

(b) Solely with respect to communications involving this Agreement, any other Transaction Document, or any other agreements or transactions contemplated hereby and thereby, Buyer and MergerSub waive and shall not assert, and each agrees to cause SCH, the Surviving Company and each of the Surviving Company's Subsidiaries to waive and to not assert, any attorney-client privilege or confidentiality obligation with respect to any communication between or among Baker & Hostetler LLP, Katten Muchin Rosenman LLP, and any Designated Person in connection with any Post-Closing Representation, including in connection with a dispute with Buyer, and following the Closing, with SCH, the Surviving Company or any of the Surviving Company's Subsidiaries, it being the intention of the parties hereto that all such rights to such attorney-client privilege and confidential information and to control such attorney-client privilege and such confidential information shall be retained by such Designated Person. The foregoing waiver and acknowledgement of retention shall not extend to any communication not involving this Agreement, the other Transaction Documents, or any other agreements or transactions contemplated hereby and thereby, or the subject matter hereof or thereof, or to communications with any Person other than the Designated Persons and their advisors.

12.5 **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto, except that Buyer may assign its rights and obligations under this Agreement to any Affiliate of Buyer, provided, that Buyer shall remain liable for all of its obligations hereunder.

12.6 **Governing Law.** All issues, questions and claims concerning the construction, validity and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

12.7 **Jurisdiction.** Except as otherwise expressly provided in this Agreement, each party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or the United States District Court for the District of Delaware for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), in any way arising out of or relating to this Agreement, its negotiation or terms, or the transactions contemplated hereby, (b) hereby waives to the extent not prohibited by Applicable Law, and agrees not to assert by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, that the venue is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court and (c) hereby agrees not to commence or prosecute any such action, claim, cause of action or suit other than before one of the above-named courts, nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit to any court other than one of the above-named courts, whether on the grounds of inconvenient forum or otherwise. Each party hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, and further consents to service of process by nationally recognized overnight courier service guaranteeing overnight delivery, or by registered or certified mail, return receipt requested, at its address specified pursuant to **Section 12.1**. Notwithstanding the foregoing in this **Section 12.7**, a party hereto may commence any action, claim, cause of action or suit in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

12.8 **WAIVER OF JURY TRIAL.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO HEREBY WAIVES AND COVENANTS THAT IT SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ISSUE, ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, ITS NEGOTIATION OR TERMS, OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE COMPANY THAT THIS **SECTION 12.8** CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH SUCH OTHER PARTIES ARE RELYING AND SHALL RELY IN ENTERING INTO THIS AGREEMENT AND ANY OTHER AGREEMENTS RELATING HERETO OR CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS **SECTION 12.8** WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

12.9 **Specific Performance.** The parties hereby expressly recognize and acknowledge that immediate, extensive and irreparable damage would result, no adequate remedy at law would exist, and damages would be difficult to determine in the event that any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached. Therefore, in addition to, and not in limitation of, any other remedy available to any party hereto, a party under this Agreement shall be entitled to specific performance of the terms hereof and immediate injunctive relief, without the necessity of proving the inadequacy of money damages as a remedy and without bond or other security being required. Each of the parties hereto hereby acknowledges and agrees that it may be difficult to prove damages with reasonable certainty, that it may be difficult to procure suitable substitute performance, and that injunctive relief and/or specific performance shall not cause an undue hardship to the parties. Each of the parties hereto hereby further acknowledges that the existence of any other remedy contemplated by this Agreement does not diminish the availability of specific performance of the obligations hereunder or any other injunctive relief. Each party hereto hereby further agrees that in the event of any action by any other party for specific performance or injunctive relief, it shall not assert that a remedy at law or other remedy would be adequate or that specific performance or injunctive relief in respect of such breach or violation should not be available on the grounds that money damages are adequate or any other grounds.

12.10 **Further Assurances.** From and after the Closing, upon the request of Buyer or the Sellers' Representative, each of the parties hereto shall do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, and other instruments and papers as may be reasonably required or appropriate to carry out the transactions contemplated by this Agreement.

12.11 **Third Party Beneficiaries; No Recourse Against Nonparty Affiliates.**

(a) No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder; provided, however, that the following Persons are expressly intended as third-party beneficiaries with respect to the following specified sections of this Agreement and shall have the right to enforce such specified sections against the parties to this Agreement: with respect to **Section 2.5**, the Unitholders; with respect to each of **Section 7.3** and **Section 11.2**, the Persons who are the beneficiaries of the indemnification under such Section; with respect to **Section 2.6**, **Section 2.7**, **Section 2.9**, **Section 7.1**, **Section 8.1**, **Section 8.2**, **Article 10** and **Article 11**, the Sellers; with respect to **Section 12.11(b)**, the Nonparty Affiliates; and, with respect to **Section 12.4**, the legal counsel referenced therein.



(b) Buyer and MergerSub shall not assert any claim against any Person who is not a party to this Agreement and is an Affiliate or Representative of any of the SCP Funds, including any of their respective partners, members, equityholders, controlling persons, directors, officers, employees, incorporators, managers or agents (each a “**Nonparty Affiliate**” and, collectively, the “**Nonparty Affiliates**”) with respect to matters arising under or relating to this Agreement or the Contemplated Transactions or hold or attempt to hold any Nonparty Affiliate liable for any actual or alleged inaccuracies, misstatements or omissions with respect to information furnished by the Company or such Persons concerning the Business, the Company, this Agreement or the Contemplated Transactions, to the maximum extent permitted by Applicable Law, except for any claim based on fraud or willful misconduct.

12.12 **Entire Agreement.** This Agreement, the other Transaction Documents, and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

12.13 **Severability.** If any term, provision, covenant or restriction of this Agreement is held by any Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

12.14 **Negotiation of Agreement.** Each of the parties hereto acknowledges that it has been represented by independent counsel of its choice throughout all negotiations that have preceded the execution of this Agreement and that it has executed the same with consent and upon the advice of said independent counsel. Each party hereto and its counsel cooperated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto shall be deemed the work product of the parties and may not be construed against any party by reason of its preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that drafted it is of no application and is hereby expressly waived.

12.15 **Construction.** The headings, if any, of the individual sections of each of the Company Disclosure Schedules are inserted for convenience only and shall not be deemed to constitute a part thereof or a part of the Agreement. For each of the Company Disclosure Schedules, such schedules are arranged in sections corresponding to those contained in this Agreement merely for convenience, and the disclosure of an item in one section or subsection of such schedules as an exception to any particular covenant, representation or warranty shall be deemed adequately disclosed as an exception with respect to all other covenants, representations or warranties, notwithstanding the presence or absence of an appropriate section or subsection of such schedules with respect to such other covenants, representations or warranties or an appropriate cross-reference thereto, in each case to the extent relevancy of such disclosure to such other covenants, representations or warranties is reasonably apparent. Additionally, for each of the Company Disclosure Schedules, the mere inclusion of an item in such schedules as an exception to a representation or warranty shall not be deemed an admission or acknowledgment, in and of itself and solely by virtue of the inclusion of such information in such schedules, that such information is required to be listed in such schedules or that such item (or any non-disclosed item or information of comparable or greater significance) represents a material exception or fact, event or circumstance, that such item has had, or is expected to result in, a Material Adverse Effect, or that such item actually

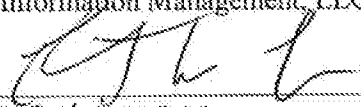
constitutes noncompliance with, or a violation of, any Applicable Law, Permit or contract or other topic to which such disclosure is applicable.

12.16 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the original or the same counterpart. For purposes of this Agreement, facsimile and pdf signatures shall be deemed originals.

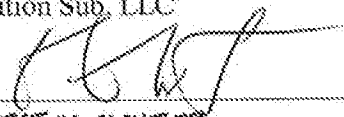
*[Signature Pages Follow]*

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

Iron Mountain Information Management, LLC

By:   
Name: ERNEST W. CLOUTIER  
Title: SECRETARY

Raven Acquisition Sub, LLC

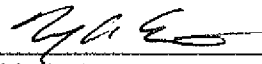
By:   
Name: ERNEST W. CLOUTIER  
Title: SECRETARY AND EXECUTIVE VICE PRESIDENT

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

Sterling Capital Partners II, L.P.

By: SC Partners II, L.P.  
Its: General Partner

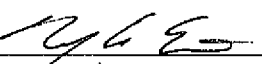
By: Sterling Capital Partners II, LLC  
Its: General Partner

By:   
Name: M. Avi Epstein  
Title: General Counsel

Sterling Capital Partners III, L.P.

By: SC Partners III, L.P.  
Its: General Partner

By: Sterling Capital Partners III, LLC  
Its: General Partner

By:   
Name: M. Avi Epstein  
Title: General Counsel


Sterling Cornerstone Holdings, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cornerstone Records Management, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cornerstone Shareholder Rep, LLC, solely in its capacities as the Sellers' Representative and the Paying Agent

By:   
Name: M. Avi Epstein  
Title: General Counsel & Secretary

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

Sterling Capital Partners II, L.P.

By: SC Partners II, L.P.  
Its: General Partner

By: Sterling Capital Partners II, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

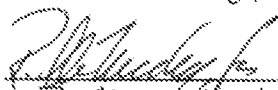
Sterling Capital Partners III, L.P.

By: SC Partners III, L.P.  
Its: General Partner

By: Sterling Capital Partners III, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sterling Cornerstone Holdings, Inc.

By:   
Name: R. Alan Mackay, Jr.  
Title: President

Cornerstone Records Management, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cornerstone Shareholder Rep, LLC, solely in its capacities as the Sellers' Representative and the Paying Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Sterling Capital Partners II, L.P.

By: SC Partners II, L.P.  
Its: General Partner

By: Sterling Capital Partners II, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sterling Capital Partners III, L.P.

By: SC Partners III, L.P.  
Its: General Partner

By: Sterling Capital Partners III, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sterling Cornerstone Holdings, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cornerstone Records Management, LLC

By: Donald E. Mann  
Name: Donald E. Mann  
Title: CEO

Cornerstone Shareholder Rep, LLC, solely in its capacities as the Sellers' Representative and the Paying Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_