

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625540

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Stock Purchase | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Advisory Communication Systems, Inc. | | 09/15/2003 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ARAG Insurance Company | | |
| Street Address: | 500 Grand Avenue, Suite 100 | | |
| City: | Des Moines | | |
| State/Country: | IOWA | | |
| Postal Code: | 50309 | | |
| Entity Type: | Corporation: IOWA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1147387 | LAWPHONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5152833108 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 515-645-5502 | | |
| Email: | ptomail@nyemaster.com | | |
| Correspondent Name: | Wendy K. Marsh | | |
| Address Line 1: | 700 Walnut Street, Suite 1600 | | |
| Address Line 4: | Des Moines, IOWA 50309 | | |
| ATTORNEY DOCKET NUMBER: | 2273100-2020 | | |
| NAME OF SUBMITTER: | Wendy K. Marsh | | |
| SIGNATURE: | /Wendy K. Marsh/ | | |
| DATE SIGNED: | 02/09/2021 | | |
| Total Attachments: 38 | | | |
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STOCK PURCHASE AGREEMENT

BY AND AMONG

**SANDRA H. DEMENT, STANLEY PLOTNICK, MARTIN GORMAN, AND
PATRICK GORMAN (COLLECTIVELY, the "ACS SHAREHOLDERS"),
STEVE KLEIN AND STANLEY PLOTNICK (the "LAWPHONE SHAREHOLDERS"),
ADVISORY COMMUNICATION SYSTEMS, INC. ("ACS"),
LAWPHONE OF FLORIDA LEGAL SERVICES, INC. ("LAWPHONE"),
AND
ARAG INSURANCE COMPANY (THE "BUYER"),**

DATED SEPTEMBER 15, 2003

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STOCK PURCHASE AGREEMENT

THIS AGREEMENT is executed and delivered this 15th day of September, 2003 by and among Sandra H. Dement, Stanley Plotnick, Martin Gorman and Patrick Gorman (collectively, the "ACS Shareholders") and each a "Shareholder"), Steve Klein and Stanley Plotnick (collectively, the "Lawphone Shareholders") and each a "Shareholder") (the Lawphone Shareholders and the ACS Shareholders are collectively referred to as the "Shareholders"), Advisory Communication Systems, Inc., a Delaware corporation ("ACS"), Lawphone of Florida Legal Services, Inc., a Florida corporation ("Lawphone") (ACS and Lawphone are collectively referred to as the "Companies" and each a "Company"), and ARAG Insurance Company, an Iowa corporation (the "Buyer"), under the following circumstances:

- A. Shareholders own all of the issued and outstanding capital stock of the Companies.
- B. Shareholders desire to sell and Buyer desires to purchase such stock on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the premises and the representations, warranties, covenants and agreements contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I PURCHASE AND SALE OF SHARES; PURCHASE PRICE

1.01 Purchase and Sale of Shares. Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from each Shareholder, and each Shareholder agrees to sell, transfer, assign and deliver to the Buyer at the Closing (as herein defined), all of the issued and outstanding shares of capital stock of the Companies owned by such Shareholder (the outstanding shares of common stock of the Companies being hereby referred to as the "Shares"). The number of Shares owned by each Shareholder is set forth on the list of shareholders of the Companies, together with the address of each such Shareholder, in Section 1.01 of the Disclosure Schedule.

1.02 Purchase Price. The total purchase price for the Shares shall be THREE MILLION, THREE HUNDRED FIFTY THOUSAND DOLLARS (\$3,350,000.00) (the "Purchase Price"). The purchase price shall be allocated between the Shareholders of the Companies as follows: ACS \$3,349,500.00 and Lawphone \$500.00.

1.03 Payment of Purchase Price. The Purchase Price shall be paid at the Closing as follows:

(a) SIX HUNDRED AND SEVENTY THOUSAND DOLLARS (\$670,000) (the "Escrow Amount") shall be held in escrow (the "Escrow") pursuant to an escrow agreement substantially in the form of Exhibit A.

(b) Each Shareholder shall be paid for his/her Shares in each Company an amount equal to (i) the Purchase Price times (ii) the portion of the Purchase Price allocable to such Company, times (iii) a fraction, the numerator of which is the number of Shares in such Company sold by such Shareholder hereunder, and the denominator of which is the total number of Shares in such Company issued and outstanding at the Closing Date.

(c) Each Shareholder shall be paid the above-referenced sum according to the following schedule:

- (1) at the Closing, an amount equal to (i) the Purchase Price less the Escrow Amount times (ii) the portion of the Purchase Price allocable to such Company, times (iii) a fraction, the numerator of which is the number of Shares in such Company sold by such Shareholder hereunder, and the denominator of which is the total number of Shares in such Company issued and outstanding at the Closing Date;
- (2) on the one (1) year anniversary of the Closing, an amount equal to (i) thirty-three and one-third percent (33.33%) of the Escrow Amount less any post-closing reductions in the Purchase Price allocable to the Shareholder and not covered by the Tag Sale Reserve Account pursuant to Article VI below times (ii) the portion of the Purchase Price allocable to such Company, times (iii) a fraction, the numerator of which is the number of Shares in such Company sold by such Shareholder hereunder, and the denominator of which is the total number of Shares in such Company issued and outstanding at the Closing Date;
- (3) on the two (2) year anniversary of the Closing, an amount equal to (i) sixty-six and two-thirds percent (66.67%) of the Escrow Amount less any post-closing reductions in the Purchase Price allocable to the Shareholder and not covered by the Tag Sale Reserve Account pursuant to Article VI below times (ii) the portion of the Purchase Price allocable to such Company, times (iii) a fraction, the numerator of which is the number of Shares in such Company sold by such Shareholder hereunder, and the denominator of which is the total number of Shares in such Company issued and outstanding at the Closing Date less (iv) the amount paid to such Shareholder pursuant to Section 1.03(c)(2) above; and
- (4) on the three (3) year anniversary of the Closing, an amount equal to (i) the Escrow Amount less any post-closing reductions in the Purchase Price allocable to the Shareholder and not covered by the Tag Sale Reserve Account pursuant to Article VI below times

(ii) the portion of the Purchase Price allocable to such Company, times (iii) a fraction, the numerator of which is the number of Shares in such Company sold by such Shareholder hereunder, and the denominator of which is the total number of Shares in such Company issued and outstanding at the Closing Date less (iv) the amount paid to such Shareholder pursuant to Sections 1.03(c)(2) and 1.03(c)(3) above.

ARTICLE II

REPRESENTATIONS AND WARRANTIES CONCERNING THE SHARES

Each Shareholder hereby severally, but not jointly, represents and warrants to Buyer as follows, with full knowledge that such representations and warranties are a material consideration and inducement to the execution of this Agreement by Buyer and the consummation of the transactions contemplated hereunder:

2.01 Power and Authority of Shareholders. Each Shareholder has the right, power and capacity to execute, deliver and perform this Agreement and all other agreements, documents and certificates contemplated or required of Shareholders hereby (collectively, the "Shareholders' Documents") and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of Shareholders' Documents by each Shareholder have been duly and validly authorized by all necessary action on the part of such Shareholder. This Agreement and each of Shareholders' Documents constitute the valid and binding obligations of each Shareholder, enforceable against such Shareholder in accordance with their respective terms, except to the extent the enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in law or in equity. The execution, delivery and performance by each Shareholder of this Agreement and each of Shareholders' Documents and the consummation of the transactions contemplated hereby and thereby will not, with or without the giving of notice or the lapse of time, or both, (i) violate any provision of law, statute, rule or regulation to which such Shareholder is subject, (ii) violate any order, judgment or decree applicable to such Shareholder, or (iii) conflict with, or result in a breach or default under, any term or condition of any court order, trust document, will, shareholder agreement, articles of incorporation, bylaws, or any other agreement, document or instrument to which such Shareholder is a party or by which such Shareholder or such Shareholder's Shares are bound.

2.02 Ownership of Shares; Voting. Each Shareholder has sole and exclusive beneficial or of record title to and ownership of all of the Shares registered in such Shareholder's name, as set forth in Section 1.01 of the Disclosure Schedule, and such Section 1.01 is a complete list of all such Shares held of record by such Shareholder or to which such Shareholder has the right to have issued. Each Shareholder represents that the Shares owned by such Shareholder are free and clear of any liens, restrictions, claims, charges, options, rights of first refusal or encumbrances, with no defects of title whatsoever. No former or present holder of the Shares or any other capital stock of the Companies has any legally cognizable claim based upon any sale or purchase of the Shares or

such other capital stock by any Shareholder or predecessors in interest to such Shareholder enforceable against such Shareholder or the Companies. Except as set forth in Section 1.01 of the Disclosure Schedule, each Shareholder has the exclusive right, power and authority to vote the Shares registered in such Shareholder's name. With respect to any Shares that were acquired by such Shareholder by gift or inheritance, all federal and state estate or gift tax returns, as the case may be, required to be filed were duly filed, and all taxes payable with respect thereto were paid.

ARTICLE III

REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANIES

The Companies and the Shareholders jointly and severally hereby represent and warrant to Buyer as follows, with full knowledge that such representations and warranties are a material consideration and inducement to the execution of this Agreement by Buyer and the consummation of the transactions contemplated hereunder:

3.01 Organization and Authorization.

(a) ACS is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware. Lawphone is a corporation, duly organized, validly existing and in good standing with the laws of the State of Florida. The Companies have all requisite power and authority, corporate or otherwise, to carry on and conduct their business as it is now being conducted and to own or lease their properties and assets. Schedule 3.01(a)(1) of the Disclosure Schedule lists all of the states, Canadian provinces, and the foreign jurisdictions in which each Company is qualified to do business. Neither the property owned or operated by each Company nor the nature of the business conducted by it makes qualification therein necessary under applicable law in any other jurisdiction, such that failure to qualify in such other jurisdiction would have a material adverse effect on the business of the Company. For purposes of this Section, "material adverse effect" shall mean a negative economic impact on the Company equal to or greater than ONE THOUSAND DOLLARS (\$1000.00).

(b) The execution and delivery of this Agreement by the Shareholders and the Companies and the consummation by the Shareholders and the Companies of the transactions contemplated hereby and thereby will not (i) violate or conflict with any provision of the articles of incorporation or bylaws of the Companies; (ii) except as specified in Section 3.01(b)(ii) of the Disclosure Schedule, breach, violate or constitute an event of default (or an event which with the lapse of time or the giving of notice or both would constitute an event of default) under, give rise to any right of termination, cancellation, modification or acceleration under, any note, bond, indenture, mortgage, security agreement, lease, franchise or any other material agreement, instrument or obligation to which the Companies are a party, or by which the Companies or any of their properties or assets is bound, or result in the creation of any lien, claim or encumbrance or other right of any third party of any kind whatsoever upon the properties or assets of the Companies pursuant to the terms of any such instrument or obligation; (iii) violate or conflict with any law, statute, ordinance, code, rule, regulation, judgment, order, writ, injunction, decree or other instrument of any federal, state, local or foreign court or governmental or regulatory body, agency or authority applicable to the Companies or by which any of its respective properties or assets may be bound, excluding from the

foregoing clauses (ii) and (iii) such violations, conflicts, breaches, defaults, terminations, accelerations or creations of liens, security interests, charges or encumbrances that would not, in the aggregate, have a material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of either Company, taken as a whole; or (iv) except as specified in Section 3.01(b)(iv) of the Disclosure Schedule, require, on the part of the Companies, any filing or registration with, or permit, license, exemption, consent, authorization or approval of, or the giving of any notice to, any governmental or regulatory body, agency or authority (the "Company Regulatory Approvals"). For purposes of this Section, "material adverse effect" shall mean a negative economic impact on the Company equal to or greater than ONE THOUSAND DOLLARS (\$1000.00).

(c) The authorized capital stock of ACS consists solely of 100,000 shares of common stock having a par value of \$0.10 per share, of which 5,143 shares are issued and outstanding at the date hereof and will be issued and outstanding at the Closing Date. The authorized capital stock of Lawphone consists of 1,000 shares of common stock having a par value of \$0.01 per share, of which 200 shares are issued and outstanding at the date hereof and will be issued and outstanding at the Closing Date. All of the issued and outstanding shares of the Companies' capital stock are validly issued and are fully paid and nonassessable. A list of all shareholders of the Companies, showing the address of each and the number of shares of capital stock of each Company owned is in Section 1.01 of the Disclosure Schedule. The Companies do not have outstanding, nor are they bound by, any subscriptions, options, warrants, calls, commitments or agreements to issue any additional shares of capital stock or any other equity security, including any right of conversion or exchange under any outstanding security or other instrument or agreement.

(d) Schedule 3.01(d) of the Disclosure Schedule sets forth every corporation, partnership, limited partnership, limited liability companies or similar business entity in which the Companies have an equity or ownership interest ("Subsidiaries"), either directly or indirectly, or has the power to vote or direct the voting of such ownership interest, the jurisdiction of its incorporation, and percentage ownership interest. Each of the Subsidiaries is duly organized, validly existing and in good standing under the laws of its respective jurisdiction of establishment and has all requisite power and authority, corporate and otherwise, to carry on and conduct its business as it is now being conducted, and to own or lease its properties and assets, and is duly qualified in every state of the United States in which the conduct of its business or the ownership of its properties requires it to be so qualified. Except as set forth on Schedule 3.01(e) of the Disclosure Schedule, all equity interests of the Subsidiaries are owned by the Companies or another Subsidiary, free and clear of any liens, restrictions, claims, equities, charges, options, rights of first refusal or other encumbrances, with no defects of title whatsoever. All of the issued and outstanding equity interests of each Subsidiary are validly issued and are fully paid and nonassessable. There are no outstanding subscriptions, options, warrants, rights, calls, contracts, voting trusts, proxies or other commitments, understandings, restrictions or arrangements relating to the issuance, sale, voting, transfer, ownership or other rights with respect to any equity interests of any Subsidiary, including any right of conversion or exchange under any outstanding security, instrument or agreement. The Companies or another Subsidiary have the full power, right and authority to vote all of the equity interest of each Subsidiary owned by the Companies or another Subsidiary. Neither the Companies

nor any Subsidiary holding an equity interest in another Subsidiary is a party to or bound by any agreement affecting or relating to its right to transfer the outstanding equity interest of any Subsidiary.

(e) Copies of the articles of incorporation, bylaws, operating agreements, organizational documents of each Company and each Subsidiary previously delivered or made available to Buyer are the complete, true, and copies of such organizational documents of the Companies and each Subsidiary in effect as of the date hereof. The minutes of directors' and shareholders' meetings, actions taken by written consent and the stock books of each Company and each Subsidiary previously made available to Buyer are the accurate records of directors' and shareholders' meetings, actions taken by written consent and stock issuances through and including the date hereof and reflect in all material respects all transactions required to be contained in such records. The Companies have possession and control of all minute books and records, both corporate and financial, of the Companies and their Subsidiaries.

(f) All current officers and directors of each Company and each Subsidiary are listed in Section 3.01(f) of the Disclosure Schedule.

3.02 Indebtedness. Section 3.02 of the Disclosure Schedule lists all agreements and other instruments for Indebtedness For Borrowed Money, as well as indebtedness of each Company and each Subsidiary by way of lease-purchase arrangements, capital leases (as determined in accordance with GAAP) ("Capital Leases"), guarantees, undertakings on which others rely in extending credit and all chattel mortgages and other security arrangements with respect to personal property owned by the Companies and any Subsidiary. No loan payable by each Company or any Subsidiary provides for any prepayment penalty or premium. As used in this Agreement, "Indebtedness For Borrowed Money" includes, without limitation, all obligations of each Company and each Subsidiary evidenced by bonds, debentures, notes or similar instruments or for the deferred purchase price of property.

3.03 Financial Matters.

(a) Each Company has previously delivered to Buyer true and correct copies of its unaudited consolidated balance sheets and statements of income, retained earnings and costs of sales for the fiscal years then ended, including the notes thereto, as of December 31, 2000 and 2001, its audited consolidated balance sheet and statement retained earnings and costs of sales for the fiscal year then ended, including the notes thereto, as of December 31, 2002, (collectively the "Financial Statements", and the most recent of which are referred to as the "2002 Financial Statements"), and the unaudited consolidated balance sheet and compiled statements of income and retained earnings for the six-month period ended June 30, 2003 (the "Interim Financial Statements"). The Financial Statements and the Interim Financial Statements present fairly, in all material respects, the financial position of the Companies, as of their respective dates. The Financial Statements and the Interim Financial Statements are based on the books and records of each Company that have been kept, and the Financial Statements have been prepared, in accordance with GAAP applied consistently. Prior to the Closing Date, the Shareholders shall cause the Companies to provide to Buyer complete access to all of the Companies' financial information and records.

(b) Except as (and to the extent) specifically reflected in the Financial Statements, the Interim Financial Statements, this Agreement, or in the Disclosure Schedule to this Agreement, neither Company nor any Subsidiary had any material liability as of the date of the Interim Financial Statements. Except for trade payables and liabilities arising in the ordinary course of business, neither Company nor any Subsidiary has incurred any material liability or obligation since the date of the Interim Financial Statements whether accrued, absolute, contingent or otherwise.

(c) To the extent uncollected on the date thereof, the accounts receivable reflected on the 2002 Financial Statements and the Interim Financial Statements and the accounts receivable reflected on the books of each Company on the date hereof, and those existing on the Closing Date (i) except as set forth in Section 3.03 of the Disclosure Schedule, will be valid, existing and collectible within 90 days following the Closing Date without resort to legal proceedings or collection agencies; (ii) represent monies for services rendered in the ordinary course of business; and (iii) are not subject to any refunds or adjustments or any defenses, rights of set-off, assignments, restrictions, security interests or other encumbrances. Schedule 3.03(c) of the Disclosure Schedule lists, by account (including account name, address and telephone number) every accounts receivable in excess of \$25,000.00. Neither Company nor any Subsidiary has any liability pertaining to any previous factoring of any of its accounts receivable.

(d) Except as set forth in Section 3.03(d) of the Disclosure Schedule, there have been no significant changes in the accounts receivable of each Company between the Interim Financial Statements and the date hereof and the Closing Date, except those changes caused by (1) normal billings and collections, and (2) writedowns taken in the normal course of business.

3.04 Absence of Certain Changes and Events. Except as set forth in Section 3.04 of the Disclosure Schedule, since the date of the 2002 Financial Statements, there has not been: (i) any material adverse change in the working capital, assets, liabilities, or financial condition of either Company or any Subsidiary; (ii) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the properties, assets, business or financial condition of either Company or any Subsidiary; (iii) any declaration, setting aside or payment of any dividend or other distribution of assets in respect of the capital stock of either Company or any Subsidiary or any direct or indirect redemption, purchase or other acquisition of any such stock, or any sales or other transfers for less than fair market value to any shareholder of either Company or any Subsidiary; (iv) any issuance or sale, or agreement to issue or sell, by either Company or any Subsidiary of any stock or other equity securities, or any options, warrants, subscriptions, calls or other rights or commitments with respect to the issuance of capital stock or obligations convertible into other equity securities of either Company or any Subsidiary; (v) any guaranty of any kind whatsoever by either Company or any Subsidiary other than endorsements of checks in the ordinary course of business; (vi) any merger, consolidation or share exchange or agreement to merge, consolidate or exchange shares with any other corporation or other business entity (or any transaction having a similar effect) involving either Company or any Subsidiary, or any acquisition of, or agreement to acquire, any stock, business, property or assets of any other person, firm, association, corporation or other business organization, to which either Company or any Subsidiary is or was a party; (vii) any material labor dispute involving either Company or any Subsidiary; (viii) any capital expenditure not

previously committed or any new commitment by either Company or any Subsidiary for additions to property, plant or equipment in excess of \$2,500.00 per item; (ix) except in the ordinary course of business, any sale or granting to any party or parties of any license, franchise, option or other right of any nature whatsoever to sell, distribute, or otherwise deal in or with products, merchandise or services of either Company or any Subsidiary; (x) any arrangement providing for discounts, incentive awards or other promotional allowances that extends for over three months; (xi) increases and bonuses based on term of service or regular promotion of employees of, any granting of a salary increase or authorization or payment of bonuses or material increases in other benefits payable or to become payable under any bonus, insurance, or other benefit plans to, employees, officers or directors of either Company or any Subsidiary; or (xii) any change in any method of accounting or accounting practice or principle used by either Company or any Subsidiary.

3.05 Tax Matters.

(a) For purposes of this Agreement, "Taxes" shall mean all taxes, assessments, charges, duties, fees, levies or other governmental charges (including interest, penalties or additions associated therewith) including federal, state, city, county, foreign or other income, franchise, capital stock, real property, personal property, tangible, withholding, FICA, unemployment compensation, disability, transfer, sales, soft drink, use, excise, gross receipts and all other taxes of any kind for which either Company or any Subsidiary may have any liability imposed by the United States or any state, county, city, country or foreign government or subdivision or agency thereof, whether disputed or not.

(b) Except as disclosed in Section 3.05(b) of the Disclosure Schedule:

(i) all tax returns of each Company or any Subsidiary, including estimated returns and reports of every kind with respect to Taxes, which are due to have been filed in accordance with any applicable law, have been duly filed;

(ii) all Taxes, deposits or other payments for which each Company or any Subsidiary has any liability under applicable law through the date hereof and at the Closing Date have been paid in full or are accrued as current liabilities for Taxes on the books and records of the Companies;

(iii) the amounts so paid on or before the Closing Date, together with any amounts accrued as current liabilities for Taxes on the books and records of each Company as of the Closing Date will be adequate to satisfy all liabilities for Taxes of such Company and the Subsidiaries in any jurisdiction through the Closing Date, including Taxes accruable upon income earned through, and property owned upon, the Closing Date;

(iv) except for returns for the 2002 tax returns for which a proper application for extension has been made and estimated taxes paid as required by law, there are not now any extensions of time in effect with respect to the dates on which any returns or reports of Taxes of either Company or any Subsidiary were or

are due to be filed;

(v) all deficiencies, if any, asserted as a result of any examination of any return or report of Taxes have been paid in full, accrued on the books of each Company, or finally settled, and no issue has been raised in any such examination which, by application of the same or similar principles, reasonably could be expected to result in a proposed deficiency for any other period not so examined;

(vi) no claims have been asserted and, to the knowledge of each Company, no proposals or deficiencies for any Taxes are being asserted, proposed or threatened, and no audit or investigation of any return or report of Taxes is currently underway, pending or, to the knowledge of the Companies, threatened, against the Companies or any Subsidiary;

(vii) there are no outstanding waivers or agreements by either Company or any Subsidiary for the extension of time for the assessment of any Taxes or deficiency thereof, nor are there any requests for rulings, outstanding subpoenas or requests for information, notice of proposed reassessment of any property owned or leased by either Company or any Subsidiary or any other matter pending between such Company or any Subsidiary and any taxing authority;

(viii) there are no liens for Taxes upon any property or assets of either Company or any Subsidiary except liens for current Taxes not yet due, nor are there any liens which, to such Company's knowledge, are pending or threatened; and

(ix) there are no facts which exist or have existed which would constitute meritorious grounds for the assessment of any Taxes against either Company or a Subsidiary with respect to the periods which have not been audited by the Internal Revenue Service ("IRS") or other taxing authorities.

For purposes of this Section 3.05, amounts accrued as current liabilities for Taxes on the books and records of each Company as of the Closing Date will include Taxes accruable upon income earned through, and property owned by such Company or any Subsidiary as of, the Closing Date and will be calculated and accrued in a manner and using such methods as are consistent with the past practices of such Company for reflecting such liabilities on the Financial Statements. In calculating and recording such liability for Taxes, no additional provision will be made for any year prior to December 31, 2002.

(c) True and complete copies of all federal and state income tax returns of each Company or any Subsidiary (where such Subsidiary is required to file a separate return) (together with any Revenue Agent's Reports) for the taxable years ended December 31, 2001, are set forth in Section 3.05(c) of the Disclosure Schedule.

(d) None of the Shareholders, neither the Company nor any Subsidiary has

filed a consent pursuant to Section 341(f) of the Internal Revenue Code of 1986, as amended (the "IRC"). Except as disclosed in Section 3.05(d) of the Disclosure Schedule, neither Company nor any Subsidiary nor any predecessor in interest has filed, or may be deemed to have filed, any election under IRC Section 338.

(e) Neither Company nor any Subsidiary has made any payment which constitutes an "excess parachute payment" within the meaning of IRC Section 280G, and no payment by either Company or any Subsidiary or required to be made under any contract, agreement or understanding to which such Company or any Subsidiary is a party will, if made, constitute an "excess parachute payment" within the meaning of IRC Section 280G.

(f) The Shareholders shall be entitled to receive any tax refunds payable to the Companies after the Closing Date pertaining to tax periods completed before the Closing Date. Buyer agrees to remit such payments to the Shareholders promptly upon receipt, which payments shall be deemed to be an increase in the Purchase Price.

3.06 Property.

(a) Section 3.06(a) of the Disclosure Schedule contains a complete list and legal description of all real property which is owned at any time by each Company, any Subsidiary, or any predecessor in interest; leased by each Company or any Subsidiary as lessee or lessor; or as to which either Company or any Subsidiary has either an option to purchase, sell or lease, or may be obligated to purchase, sell or lease. With respect to such real property;

(i) All real property which was reflected on the 2002 Financial Statements is listed in Section 3.06(a) of the Disclosure Schedule, and no ownership interest in any real property has been acquired or disposed of by either Company or any Subsidiary since the date of the 2002 Financial Statements.

(ii) All real property owned by the Company or any Subsidiary is owned in fee simple absolute, free and clear of any liens, encumbrances or restrictions whatsoever, except for (A) rights of lessors or lessees under the terms of existing leases which have been disclosed to Buyer; (B) liens for Taxes not yet due and payable; and (C) zoning or other restrictions, variances, covenants, rights-of-way, encumbrances, easements and other minor irregularities of title, none of which, individually or in the aggregate, interfere with the present or planned use or occupancy of any of the real property by the Companies or any Subsidiary, have more than an insignificant effect on the value thereof, or would impair the ability of the Companies or any Subsidiary to sell such property for its present use.

(iii) To the knowledge of the Company and the Shareholders, no real property owned or leased by either Company or any Subsidiary is subject to (A) any governmental decree or order (or threatened or proposed order) to be sold or taken by public authority; or (B) any rights of way, building use restrictions, exceptions, variances, reservations or limitations of any nature

whatsoever, not of public record.

(iv) To the best of the Shareholders' and the Companies' knowledge, all plants and structures owned or leased by the Companies or any Subsidiary, including, without limitation, parking areas, loading docks and roofs, are in good repair, ordinary wear and tear excepted, structurally sound with no known defects, and adequate for the uses to which they are being put.

(b) Section 3.06(b) of the Disclosure Schedule contains a complete list of all (1) equipment leased by the Companies or any Subsidiary to others and (2) all other tangible personal property which is owned by either Company or any Subsidiary, leased by either Company or any Subsidiary as lessee or lessor; or as to which either Company or any Subsidiary has an option either to purchase, sell or lease, or may be obligated to purchase, sell or lease; and having a value individually or in the aggregate in excess of \$1,000.00. With respect to such personal property:

(i) Each Company or any Subsidiary has good, valid and marketable title to all tangible property which it purports to own, free and clear of any liens, encumbrances or restrictions whatsoever, claims, charges, security interests, easements or other encumbrances of any nature whatsoever, except for (A) rights of lessors or lessees under the terms of existing leases which have been disclosed to Buyer; (B) liens for Taxes not yet due and payable; (C) unperfected purchase money security interests arising in the ordinary course of business and other security interests described in Section 3.06(b) of the Disclosure Schedule; (D) statutory liens of landlords, carriers, warehousemen, mechanics, materialmen and repairmen incurred in the ordinary course of business and not yet due and delinquent.

(ii) All tangible personal property owned or leased by each Company or any Subsidiary other than inventory is in good repair, ordinary wear and tear excepted, in good and safe operating condition, and adequate for the uses to which such property is being put. No such property is obsolete or unusable in the ordinary course of the Companies' or any Subsidiary's business.

3.07 Leases.

(a) Each lease to which either Company or any Subsidiary is a party, as lessor or lessee, is valid, binding and enforceable in accordance with its terms, and is in full force and effect. All rents and additional rents, if any, due to date on each such lease have been paid; and there are no defaults with respect thereto by any party thereto, and no event has occurred which (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute a default thereunder by either Company, any Subsidiary, or any other party thereto.

(b) Section 3.07(b) of the Disclosure Schedule specifies which of the leases to which each Company or any Subsidiary is a party is a capital lease.

3.08 Employee Contracts, Fringe Benefits and Benefit Plans. Section 3.08 of the

Disclosure Schedule lists each employment, collective bargaining, consulting, deferred compensation, profit-sharing, bonus, stock option, stock purchase, or other fringe benefit or compensation contract, commitment, arrangement, or plan, including each welfare plan, as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which each Company or any Subsidiary has established or in which each Company or any Subsidiary participates, for the benefit of persons who are, were or will become in accordance with the terms of the plan, active employees or retirees of each Company or any Subsidiary or their respective predecessors in interest, and which are currently in effect or as to which each Company or a Subsidiary has any ongoing liability or obligation, except for those required to be listed in Section 3.09 of the Disclosure Schedule. Each Company or any Subsidiary has timely made all premium payments due from it to date on any such plan, and has otherwise complied in all material respects with its obligations with respect to each such contract, commitment, arrangement and plan. Each such contract, commitment, arrangement and plan has been maintained in compliance in all material respects with all applicable laws and regulations. The levels of reserves and accrued liabilities included in the Financial Statements and the Interim Financial Statements with regard to all such plans are reasonable and sufficient in all material respects to provide for all incurred but unreported claims and any retroactive premium adjustment in accordance with GAAP.

3.09 Pension Matters.

(a) Each pension benefit plan as defined in Section 3(2) of ERISA (whether presently existing or previously terminated) which either Company or any Subsidiary has established or for which such Company or any Subsidiary has any liability, for the benefit of persons who are, were or shall become active employees of such Company or any Subsidiary or any predecessor in interest to such Company or a Subsidiary (each a "Plan" and collectively the "Plans") is listed in Section 3.09 of the Disclosure Schedule, which identifies each such Plan by plan name and plan year.

(b) Each Plan is, or was at the time of termination, qualified under IRC Section 401(a), has been the subject of a favorable determination letter, and has been administered and operated in all material respects in accordance with its terms and in such a manner as to preserve such qualification.

(c) There is no transaction or event that has occurred which would subject such Company or any Subsidiary or any fiduciary of any Plan to any liability under ERISA, including but not limited to, Sections 409, 502(i), 4062, 4063, 4064, or 4069, or a tax imposed under the IRC, including, but not limited to, IRC Sections 4971 or 4975, or any other applicable law.

(d) No liability to the Pension Benefit Guaranty Corporation ("PBGC") has been incurred with respect to any Plan. All premiums previously owed to the PBGC have been paid on a timely basis, and no premium is owed to the PBGC with respect to any Plan. The PBGC has not instituted proceedings to terminate any Plan. No event has occurred, and there exists no condition or set of circumstances, that presents a risk that any past or future termination of any Plan could result in liability to the PBGC.

(e) No notice of a reportable event (within the meaning of Section 4043(b) of ERISA) has been filed by the Plan administrator of any Plan, nor has any such reportable event occurred for which a notice to the PBGC is required.

(f) Each Plan, its respective operations, and all reports filed with respect thereto, is in compliance in all material respects with all applicable federal laws, including ERISA. No fiduciary of any Plan has any liability for any breach of fiduciary duty or for any failure to act or for any failure to comply with any applicable law in connection with the administration of any assets of any such Plan. Other than claims for benefits to participants or beneficiaries in accordance with the terms of the Plan, there are no claims pending or, to the knowledge of either Company, threatened by any participant in any Plan.

(g) The Shareholders have caused each Company to furnish to Buyer for each Plan copies of all material plan and trust instruments, and annual reports for the most recently ended Plan years.

(h) Except as listed in Section 3.09(h) of the Disclosure Schedule, neither Company nor any Subsidiary nor any predecessors in interest has ever contributed to any Plan which is a multiemployer plan, as defined in Section 3(37) of ERISA.

(i) Neither Company nor any Subsidiary has taken, nor will it take, any act that would subject it to withdrawal liability, as defined in Section 4201 of ERISA, which is in excess of \$1,000 with respect to any Plan and which remains outstanding.

(j) The market value of assets under each Plan (excluding a multiemployer plan, if any) equals or exceeds the present value of all liabilities under such Plan, as determined on a continuation basis.

3.10 Labor Relations. Except as disclosed in Section 3.10 of the Disclosure Schedule:

(a) Each Company and each Subsidiary is in compliance in all material respects with all applicable laws and collective bargaining agreements respecting employment and employment practices, terms and conditions of employment and wages and hours and occupational safety and health, and, during the four years preceding the date of this Agreement, neither Company nor any Subsidiary has engaged in any unfair labor practice within the meaning of Section 8 of the National Labor Relations Act or has fully remedied any official finding of any such practice;

(b) There is no unfair labor practice, charge or complaint or any other matter against or involving either Company or any Subsidiary pending or threatened of which either Company or any Subsidiary has received written notice before the National Labor Relations Board ("NLRB") or any court of law;

(c) There are no charges, official investigations, administrative proceedings or formal complaints of discrimination (including discrimination based upon sex, age,

marital status, race, religion, national origin, sexual preference, handicap or veteran status) pending or, to the knowledge of either Company, threatened against such Company or any Subsidiary before the Equal Employment Opportunity Commission or any federal, state or local agency or court. During the four years preceding the date of this Agreement, there have been no audits of the equal employment opportunity practices of either Company or any Subsidiary by any governmental entity.

3.11 Employees. Section 3.11 of the Disclosure Schedule contains the complete list of annual salary, bonus and commission arrangements (if applicable), date of last raise, earned and unused vacation (as of June 30, 2003) and severance agreements of all employees of each Company and each Subsidiary.

3.12 Bank Accounts. Section 3.12 of the Disclosure Schedule lists each bank or financial institution in which each Company or any Subsidiary has an account or safe deposit box (giving the address and account numbers) and the names of the persons authorized to draw thereon or to have access thereto.

3.13 Insurance Policies. Section 3.13 of the Disclosure Schedule lists all insurance policies in force naming either the Company or any Subsidiary as an insured or beneficiary or as a loss payable payee or for which such Company or any Subsidiary has paid or is obligated to pay all or part of the premiums and all claims made under such policies in the last five (5) years. Neither Company nor any Subsidiary has received notice (excluding notice of a premium increase or contract expiration date) of any pending or threatened termination or retroactive premium increase with respect thereto, and each Company and each Subsidiary is in compliance with all conditions contained therein, the noncompliance with which could result in termination of insurance coverage or increased premiums for prior or future periods. There are no pending material claims against current or prior insurance by either Company or any Subsidiary as to which insurers have denied liability, and to the best of the Shareholders' and each Company's knowledge, there exists no material claim under current or prior insurance that has not been properly filed by either Company or any Subsidiary.

3.14 Law Firms. Section 3.14 of the Disclosure Schedule lists (including name, address, telephone number and contact person) every law firm with which either Company has contracted to provide legal services to its customers' employees or who have otherwise provided such services to one or more of customers' employees at such Company's behest during the previous three (3) years.

3.15. Plan Sponsors. Section 3.15 of the Disclosure Schedule lists (including name, address, telephone number and contact person) every corporation or other business entity with which either Company has contracted to offer legal insurance services or a legal service plan to its employees during the previous three (3) years.

3.16 Contracts and Commitments. Section 3.16 of the Disclosure Schedule lists all of the following agreements or contracts to which either Company or any Subsidiary is a party:

- (a) Except as set forth in Sections 3.14 and 3.15 of the Disclosure

Schedule, any such contracts or commitments that continue for a period of more than six months from the date hereof or require payments (by or to either Company), in the aggregate, in excess of \$5,000;

(b) Outstanding contracts, written or oral, with any officer, employee, agent, consultant, advisor, salesman, distributor, dealer, subcontractor, or broker that are not cancelable by either Company or any Subsidiary on notice of not longer than 30 days and without liability, penalty or premium of any kind (except liabilities that arise as a matter of law upon termination of employment or for work done prior to the end of such 30 business day period), or any agreement or arrangement providing for the payment of any bonus or commission based on sales or earnings (excluding employees covered by collective bargaining agreements and salesmen and their route supervisors who are paid on commission);

(c) Outstanding powers of attorney;

(d) Contracts, agreements or other arrangements with any director, officer or shareholder of either Company or a Subsidiary, with any person in the immediate family of any such person or with any Company or other organization in which any director, officer, employee or shareholder of either Company or a Subsidiary or anyone in the immediate family of such person, has a material direct or indirect financial interest, excluding investments in publicly-held companies and employment contracts disclosed on Section 3.08 of the Disclosure Schedule; and

(e) Any contract or agreement containing covenants limiting the freedom of either Company or a Subsidiary to compete in any line of business.

3.17 Trademarks. Section 3.17 of the Disclosure Schedule sets forth a list and description of (i) all trademarks, service marks, trademark registrations, trademark and service mark registration applications, copyrights, inventions, patents and patent applications owned by each Company or a Subsidiary, and the jurisdiction in or by which such trademarks, service marks, trademark registrations, trademark and service mark registration applications, copyrights, patents and patent applications have been registered, filed or issued, (ii) all trade names owned or used by each Company or a Subsidiary and the jurisdictions in which such trade names have been registered or filed, and (iii) all contracts, agreements or understandings pursuant to which each Company or a Subsidiary has authorized any person to use, or any person has the right to use, in any business or commercial activity, any of the items listed in clauses (i) and (ii) above.

3.18 Certain Violations of Law. Except as disclosed in Section 3.18 of the Disclosure Schedule, elsewhere in this Agreement, or in any other Section of the Disclosure Schedule, neither Company nor any Subsidiary is, nor has it been (by virtue of any action, omission to act, contract to which it is a party, or any occurrence or state of facts whatsoever), in violation of any applicable local, state or federal law, ordinance, regulation or decree relating to its properties or business, the consequence of which violation would have a material adverse effect on either Company or any Subsidiary or the assets of either. Except as disclosed in Section 3.18 of the Disclosure Schedule, there is no grand jury or other state or federal investigation pending or, to either Company's knowledge, threatened against any of the Company Parties. For purposes of this Section,

“material adverse effect” shall mean a negative economic impact on the Company equal to or greater than ONE THOUSAND DOLLARS (\$1000).

3.19 Litigation. Section 3.19 of the Disclosure Schedule (i) sets forth all litigation, claims, suits, actions, arbitrations, investigations or administrative or other proceedings pending or, to the knowledge of either Company, threatened against either Company or any Subsidiary or involving any of their respective properties or businesses and (ii) indicates which of such matters are being defended by an insurance carrier, and which of the matters being so defended are being defended under a reservation of rights. There are no unsatisfied judgments, orders, injunctions, decrees, stipulations or awards (whether rendered by a court, administrative agency, or by arbitration, pursuant to a grievance or other procedure) against either Company or any Subsidiary. No present or former officer or director of either Company or any Subsidiary has or will have any claim for indemnification from either Company or any Subsidiary related to any act or omission prior to the Closing Date by such present or former officer or director.

3.20 No Material Defaults. Except as otherwise disclosed herein or in the Disclosure Schedule to this Agreement, neither Company nor any Subsidiary has received (i) notice that it is in default in connection with any material agreement or other commitment to which it is a party or by which it is bound or (ii) any notice of cancellation or termination in connection therewith. Except as set forth herein or in the Disclosure Schedule to this Agreement, all contracts and agreements required to be referred to in any schedule delivered hereunder are enforceable in all material respects in accordance with their terms in a manner that obtains for, or imposes upon, the parties the primary benefits and obligations of such agreements, subject to applicable bankruptcy, insolvency, and other laws affecting the enforceability of creditors' rights generally and the discretion of courts in granting equitable remedies. Except as specified in Section 3.20 of the Disclosure Schedule, to the knowledge of each Company: (i) there are no pending or threatened bankruptcy, insolvency, or similar proceedings with respect to any party to such agreements, and (ii) no event has occurred which (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute a default thereunder by either Company or any Subsidiary or any other party thereto. Section 3.20 of the Disclosure Schedule lists every plan sponsor contract which includes a provision obligating the payment of liquidated damages by each Company in the event such Company or its subcontractors fail to meet specified performance criteria; such Section shall include the performance criteria and the liquidated damages calculation.

3.21 Major Suppliers and Customers. Except as disclosed in Sections 3.14 or 3.15 of the Disclosure Schedule, Section 3.21 of the Disclosure Schedule lists each supplier of goods or services to, and each customer of, each Company or a Subsidiary to whom such Company or a Subsidiary paid or billed in the aggregate more than \$25,000.00 during the 12-month period ended December 31, 2002, together with in each case the amount paid or billed during such period. Except as disclosed in Section 3.21(a) of the Disclosure Schedule, to the knowledge of each Company, since December 31, 2002, neither Company nor any Subsidiary has received any notice or other communication (written or oral) from any of the suppliers or customers listed in Section 3.21 of the Disclosure Schedule terminating or reducing in any material respect, or setting forth an intention to terminate or reduce in any material respect in the future, or otherwise reflecting a material adverse change in the business relationship between such customer or supplier, on the one hand, and either

Company or a Subsidiary on the other. To the knowledge of each Company or any Subsidiary the consummation of the transactions contemplated hereunder will not have any adverse effect on the business relationship of each Company or a Subsidiary with any such supplier or customer. Except as disclosed in Section 3.21(b) of the Disclosure Schedule, none of the officers or directors of either Company or a Subsidiary or any person related to any such officer or director, or any Company or other organization in which any officer or director of such Company or a Subsidiary or any person related to any such officer or director has a direct or indirect financial interest, has any material financial interest in any supplier or customer of such Company or a Subsidiary.

3.22 Required Governmental Licenses and Permits. Each Company and each Subsidiary have all material licenses, permits or other authorizations of governmental authorities necessary for the production and sale of their respective products and all other material licenses, permits or other authorizations of governmental authorities necessary for the conduct of their respective businesses. A list of such licenses, permits and authorizations is set forth in Section 3.22 of the Disclosure Schedule. Section 3.22 of the Disclosure Schedule lists every third-party letter or other opinion (including legal opinions), including the date given and summary of the issues, which it has received or which it has had presented to a state, Canadian province, or other foreign jurisdiction, that such Company is not required to register, secure product approval, or qualify to do business in such jurisdiction.

3.23 TAG Sales. The Company has not made any direct sales to retail consumers utilizing the services of a call center ("Tag Sales") since May 26, 2000. The Buyer acknowledges that the Company has established a TWO HUNDRED AND FIFTY THOUSAND DOLLAR (\$250,000.00) reserve account to pay the costs of any refunds, fines, penalties, assessments or judgments arising out of or related to Tag Sales (the "Tag Sales Reserve Account").

3.24 Shared Facilities and Employees. Section 3.24 of the Disclosure Schedule shall identify and disclose each contract or other arrangement each Company or its Subsidiaries may have with any third parties regarding the use of facilities owned or leased by the other party or the receipt of services performed by the other party's employees. Such disclosure shall include a detailed list of the facilities and/or employees shared and the fees which are paid therefor.

3.25 Other. To the knowledge of the Shareholders, no representation or warranty concerning either Company in this Agreement, the Disclosure Schedule to this Agreement or the certificate furnished to Buyer pursuant to Section 7.05(b), contains or will contain as of the date made any untrue statement of a material fact, or omits to state a material fact, necessary to make the statements herein or therein not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Shareholders as follows, with full knowledge that such representations and warranties are a material consideration and inducement to the execution of this Agreement by the Shareholders and the consummation of the transactions contemplated hereunder:

4.01 Organization and Authorization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Iowa, and has all requisite power and authority, corporate or otherwise, to carry on and conduct its business as it is now being conducted and to own or lease its properties and assets.

4.02 Authorization. Buyer has the full corporate power and authority to enter into this Agreement and all other agreements, documents and certificates contemplated or required of it hereby (collectively, the "Buyer's Documents") and, subject to the approval of the Iowa Department of Insurance (the "Buyer Regulatory Approval") and Shareholder Approval (as defined in Section 7.03(j) below), to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement and each of Buyer's Documents and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly approved by the board of directors of Buyer, and no other corporate action (except as set forth in the preceding sentence) on the part of Buyer is necessary to approve and authorize the execution and delivery of this Agreement and each of Buyer's Documents or to consummate the transactions contemplated hereby and thereby. This Agreement and each of Buyer's Documents have been duly and validly executed and delivered by Buyer and constitute the valid and binding agreements of the Buyer, enforceable against the Buyer in accordance with their respective terms, except to the extent the enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in law or in equity.

4.03 Noncontravention. The execution and delivery of this Agreement and each of Buyer's Documents by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby will not (i) violate or conflict with any provision of the articles of incorporation or bylaws of Buyer; (ii) breach, violate or constitute an event of default (or an event which with the lapse of time or the giving of notice or both would constitute an event of default) under, or give rise to any right of termination, cancellation, modification or acceleration under, any note, bond, indenture, mortgage, security agreement, lease, franchise or other material agreement, instrument or obligation to which Buyer is a party, or by which Buyer or any of its properties or assets is bound, or result in the creation of any lien, claim or encumbrance or other right of any third party of any kind whatsoever upon the properties or assets of Buyer pursuant to the terms of any such instrument or obligation, which breach, violation, or event of default would result in a material adverse effect on Buyer; (iii) violate or conflict with any law, statute, ordinance, code, rule, regulation, judgment, order, writ, injunction, decree or other instrument of any federal, state, local or foreign court or governmental or regulatory body, agency or authority applicable to Buyer or by which any of its property or assets of either may be bound, excluding from the foregoing clauses (ii) and (iii) such violations, conflicts, breaches, defaults, terminations, accelerations or creations of liens, security interests, charges or encumbrances that would not, in the aggregate, have a material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of Buyer, taken as a whole; or (iv) require, on the part of Buyer, any filing or registration with, or permit, license, exemption, consent, authorization or approval of, or the giving of any notice to, any governmental or regulatory body, agency or authority, except for the Required Statutory Approvals, other than such filings, registrations, permits, licenses, consents, authorizations or

approvals which, if not made or obtained, as the case may be, would not, in the aggregate, have a material adverse effect on the business, operations, properties, assets, condition (financial or other), results of operations or prospects of Buyer, taken as a whole.

4.04 Other. To the knowledge of Buyer, no representation or warranty by the Buyer in this Agreement, the Disclosure Schedule to this Agreement or the certificates furnished to the Shareholders pursuant to Section 7.06(b), contains or will contain as of the date made any untrue statement of a material fact, or omits to state a material fact, necessary to make the statements herein or therein not misleading.

ARTICLE V

OTHER AGREEMENTS

5.01 Continuing Operation of Business. The Shareholders covenant and agree that they will cause each Company and each Subsidiary to do or refrain from doing, as the case may be, the following, on and after the date of this Agreement and until the Closing hereunder (except upon the prior written consent of Buyer):

(a) To carry on its business in the ordinary and regular course and not engage in any material transaction or material activity or enter into any material agreement or make any material commitment except in the ordinary and regular course of business;

(b) To carry on its business in all material respects in the same manner as currently conducted, and not institute or commit to institute any material new methods of manufacture, purchase, sale, lease, management or operations;

(c) Not to change or amend its articles of incorporation or bylaws or appoint or elect any person or director or officer who is not serving as such on the date hereof;

(d) Not to declare, pay or set aside or pay any dividend or other distribution of assets in respect of its capital stock and not redeem, purchase or otherwise acquire any such stock;

(e) Not to issue, sell, grant options, warrants or rights to purchase or subscribe to, or enter into any arrangement or contract with respect to the issuance, sale or redemption of, any of its capital stock or any securities or obligations convertible into or exchangeable for any shares of its capital stock, or otherwise make changes in its capital structure;

(f) Not to organize any subsidiary, acquire any capital stock or other equity securities of any other corporation, or acquire any equity or ownership interest in any business, and not merge with, liquidate into or otherwise combine with any other business, person or entity;

(g) To preserve its corporate existence and business organization intact, and undertake in good faith to preserve in all material respects its relationships with suppliers,

customers and others having business relations with it;

(h) Not to incur any material indebtedness for borrowed money, or make drawings under any line of credit other than in the ordinary course of business, nor guarantee any material obligation, nor permit or suffer any of its assets to be subjected to any mortgage, pledge, lien, security interest, encumbrance, restriction or charge of any kind, except Permitted Encumbrances and except for endorsements of negotiable instruments in the ordinary course of business;

(i) Not to make any voluntary prepayment of indebtedness, even if otherwise permitted by the terms of such indebtedness, provided, that nothing in this section shall be deemed to prohibit it from making scheduled payments on its existing indebtedness;

(j) Not to grant or announce any increase in the compensation of or benefits to its officers, directors, or employees, or retirees whether now or hereafter payable, except customary increases and bonuses based on policies currently in effect and the regular promotion of employees;

(k) Not to make any capital expenditure and not make any new commitment for additions to property, plant or equipment in excess of \$1,000.00 per item except in the case of an expenditure necessitated by a loss which is covered by insurance;

(l) To use its reasonable best efforts to keep available the services of all employees and not enter into any collective bargaining or other labor agreements or commit to hire or terminate any employee except in the ordinary course of business;

(m) Not to dispose of any asset having a value in excess of \$10,000, except in the ordinary course of business and except for the transfer of property described in Section 5.01 of the Disclosure Schedule;

(n) Not to issue substitute stock certificates to replace certificates which have been lost, misplaced, mutilated, destroyed, stolen or are otherwise irretrievable, unless an adequate bond or indemnity agreement approved by Buyer has been duly executed and delivered to the issuer; and

(o) Not to make any change in any method of accounting or accounting principle or practice used by it.

5.02 Expenses. Except as otherwise provided herein, each party shall pay all costs and expenses incurred by such party or on such party's behalf in connection with this Agreement and the transactions contemplated hereby.

5.03 Brokerage Commissions. Except for certain fees payable to Gridley & Co. by the Shareholders, each party hereby represents and warrants for the benefit of the other parties that no person, firm, corporation or other entity is entitled to any brokerage commission or finder's fee in

connection with any of the transactions contemplated by this Agreement.

5.04 Access. For the purpose of conducting, at Buyer's expense, a financial, business, environmental, and legal due diligence review of the Companies and the Subsidiaries and their respective operations, the Shareholders agree that they shall cause each Company to (i) provide Buyer with such information as Buyer may from time to time reasonably request with respect to such Company, the Subsidiaries and the transactions contemplated by this Agreement; (ii) provide Buyer and its officers, counsel and other authorized representatives access during regular business hours to the facilities, books, records, officers, employees, accountants, lawyers and consultants of each Company and the Subsidiaries, as Buyer may from time to time reasonably request; and (iii) permit Buyer to make such investigation thereof as Buyer may reasonably request. All such information which the Buyer receives which is treated as confidential information by each Company or a Subsidiary shall be held by the Buyer in confidence, shall not be disclosed to third parties (except as required by applicable law) and shall not be used by Buyer except for purposes of evaluating the transactions contemplated by this Agreement.

5.05 Other Offers. So long as this Agreement shall not have been terminated, the Shareholders shall not solicit or entertain any offer for, or sell or agree to sell, or participate in any business combination with respect to, any of the Shares or any of the material assets of the Companies or any Subsidiary, except as contemplated by this Agreement, save and except sales of inventory in the usual and ordinary course of business.

5.06 Transfer Taxes. Each of the parties will use their reasonable, good faith efforts legally to minimize any sales, use and/or transfer taxes associated with the transactions contemplated in this Agreement. All such sales and use taxes will be the sole responsibility of Buyer, and all stock transfer taxes (if any) will be the sole responsibility of Shareholders.

5.07 Approvals.

(a) Buyer, the Companies and the Shareholders agree to diligently pursue, to provide all reasonable assistance requested by the other parties, and to exercise all reasonable efforts to obtain prior to the Closing Date, the Buyer Regulatory Approval and the Company Regulatory Approvals; and

(b) Buyer agrees to diligently pursue and to exercise all reasonable efforts to obtain prior to the Closing Date, the Shareholder Approval described in Section 7.03(j) below.

5.08 Filing of Returns; Responsibility for Audits.

(a) The Shareholders shall be responsible for preparing and filing, or causing an independent public accounting firm to prepare and file, all returns and reports for the federal and state income and franchise Taxes of the Companies and each Subsidiary for all taxable periods ending on or before the Closing Date. In preparing such returns of Taxes, the Shareholders (or such accounting firm, as the case may be) shall not deviate from the manner in which any item of income or expense of each Company or a Subsidiary was reported in prior years, except as required

by law. Such tax returns or reports shall be submitted to Buyer for review at least 21 days prior to the filing date for any such return or report, and Buyer shall pay or cause such Company to pay the amounts shown as due thereon. Buyer shall cause an appropriate officer of such Company or a Subsidiary or the legal successor thereof to sign the tax returns (which officer may, by appointment by Buyer and at the Buyer's discretion, be a former officer of such Company).

(b) The Shareholders shall, at their expense, control and conduct any audit of, and settle any matter relating to, liability for Taxes, refunds or adjustments related to the Taxes of the Companies and each Subsidiary for all taxable periods ending prior to the Closing Date; provided, however, that (i) any matter in connection with any tax return of either Company or any Subsidiary which could affect such Company's or any Subsidiary's liabilities, refunds or adjustments for any period following the Closing Date shall not be changed or adjusted; and (ii) the Shareholders will not consent to or acquiesce to any action which would increase the liabilities of either Company or any Subsidiary for Taxes in excess of the amount reserved on the Closing Date Balance Sheet, in either case, without Buyer's consent.

5.09 Certain Employment Obligations. The Buyer shall assume and execute definitive agreements and assume all liability for:

(a) the severance obligations of the Company to David Thompson in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), and

(b) all retention bonuses payable to any employees of the Company, and

(c) any severance obligations to any employee of the Company terminated by the Buyer after the Closing Date not to exceed an amount equal to one weeks pay for each year of Employee service.

5.10 Tag Sale Reserve Account. Until the expiration of the time period set forth in Section 6.04 below, following the Closing the Buyer shall not make any payments from the Tag Sale Reserve Account for any reason other than the satisfaction of claims described in section 6.06(b) below. Upon the expiration of the time period set forth in section 6.06(b), any balance remaining in the Tag Sale Reserve Account may be used by the Buyer or the Company for any reason without restriction.

5.11 Termination of Coverage by Zurich Insurance Company. In the event that, following execution of this Agreement, but prior to the Closing Date, Zurich Insurance Company shall terminate or give notice of its intention to terminate its agreement with ACS to provide insurance services, Buyer agrees that it shall provide such services to ACS under the substantially the same terms and conditions provided Buyer's provision of such services is allowed by applicable law and regulation. In the event that this Agreement is terminated pursuant to Section 8.01(b) below, the obligation of Buyer to provide insurance services in lieu of the Zurich Insurance Company under this section shall continue for an eighteen (18) month period following the execution of this Agreement.

5.12 Dissolution of Affiliated Companies. Within thirty (30) days after the

Closing, the Shareholders will dissolve SPSK, Inc. and LawPhone Legal Services, Inc.

ARTICLE VI
POST-CLOSING REDUCTION OF PURCHASE PRICE

6.01 Certain Definitions. As used in this Agreement:

(a) "Buyer's Protected Parties" means Buyer and its affiliated Company, and any successors or assigns thereto, and their respective officers, directors, employees and agents.

(b) "Claim" or "Claims" means a claim for Losses asserted by Buyer on behalf of any of Buyer's Protected Parties under this Article VI.

(c) "Finally Resolved" means that the amount due to Buyer has been finally determined under the provisions of Section 6.05 or by the decision of a court of competent jurisdiction from which there is no further appeal.

(d) "Loss or Losses" means claims, losses, liabilities, damages, costs (including court costs) and expenses (including the reasonable fees of attorneys and accountants). Any Losses shall be computed net of any insurance or other recovery received by any of Buyer's Protected Parties.

(e) "Recipient" means the Shareholders, if the Claim is asserted under Section 6.02, and the Shareholder against whom the Claim is asserted, if the Claim is asserted under Section 6.03.

6.02 Representations and Covenants of the Company and Shareholders. The Purchase Price shall be reduced by the amount of any Losses provided that the aggregate amount of such Losses exceeds FIFTY THOUSAND DOLLARS (\$50,000.00) suffered or incurred by any of Buyer's Protected Parties arising out of or with respect to:

(a) Any breach or inaccuracy of any representation or warranty contained in Article III or in the closing certificate delivered pursuant to Section 7.05(a);

(b) Any breach of or noncompliance by the Shareholders of any covenant or agreement made by the Shareholders in this Agreement or in any document signed on behalf of the Shareholders and delivered on their behalf at the Closing.

6.03 Article II Representations and Covenants. The Purchase Price payable to any Shareholder shall be reduced by the amount of Losses suffered or incurred by any of Buyer's Protected Parties arising out of or with respect to any breach or inaccuracy of any representation or warranty of such Shareholder contained in Article II provided the aggregate amount of such Losses exceeds FIFTY THOUSAND DOLLARS (\$50,000.00).

6.04 Limitations.

(a) The maximum amount of Losses which may be recovered under Section 6.02 shall not exceed the aggregate Purchase Price. The maximum amount of Losses which may be recovered from any Shareholder under Section 6.03 shall not exceed the Purchase Price paid to that Shareholder. The Shareholders shall not be liable for any Loss which is individually less than ONE THOUSAND DOLLARS (\$1000.00).

(b) The representations and warranties contained in this Agreement shall survive the Closing notwithstanding any investigation or examination of the Company. Claims under Section 6.02 may be asserted at any time; Claims under Section 6.03 may be asserted only prior to the expiration of twenty-four (24) months after the Closing Date, except that Claims based on Section 3.05 or Section 3.18 may be made until 90 days after the expiration of the longest applicable statute of limitations period during which such claims (including, but not limited to, claims by federal, state or local governments) can be asserted.

6.05 Procedure for Claims.

(a) Claims must be asserted as promptly as practicable. Each notice of a Claim must be given as provided in Section 9.02 of this Agreement, set forth in reasonable detail the basis for the Claim, and cite the section of this Agreement under which the Claim arises.

(b) Within 60 days after the receipt of a Claim by the Recipient, the Recipient must give the Buyer notice that the Recipient agrees or disagrees with the Claim or disputes it. If no notice is given within that period, the Recipient shall be conclusively presumed to have agreed with the Claim. If the Recipient timely objects to the Claim, the parties shall negotiate in good faith to determine the amount, if any, of the Loss. If no resolution of the Claim has occurred within 90 days after the receipt of the Claim, then either party may institute proceedings in a court of competent jurisdiction to resolve the Claim.

6.06 Source of Recovery.

(a) When a Claim asserted under Section 6.02 has been Finally Resolved:

(i) for all claims unrelated to Tag Sales, to the extent available, the Buyer can obtain a refund of the Purchase Price in the amount of the claim from the Escrow, or if not available, the Shareholders shall each be jointly and severally liable subject to the limitations in Section 6.04(a) above.

(ii) for all claims related to Tag Sales, the Buyer shall first satisfy such claim from the Tag Sale Reserve Account, and next, to the extent available, the Buyer can obtain a refund of the Purchase Price in the amount of the claim from the Escrow, or if not available, the Shareholders shall each be jointly and severally liable subject to the limitations in Section 6.04(a) above.

(b) When a Claim asserted under Section 6.03 has been Finally Resolved, the Shareholder against whom the Claim was asserted shall be individually liable for the amount to which the Buyer is entitled.

6.07 Third Party Action. When a Claim arises out of the claim of a third party (the "Third Party Action"), then the Recipient may, at his or her own expense, assume the defense thereof by prompt written notice to Buyer unless the potential Loss exceeds the maximum amount recoverable under Section 6.04(a) from the Recipient of Claim. If the Recipient cannot or does not elect this option, the Buyer shall defend or settle the Third Party Action. Where the Recipient has undertaken to defend the Third Party Action, (i) the Buyer may participate, at its own expense, in any and all proceedings related to the Third Party Action and shall be entitled to receive copies of all notices and pleadings or other submissions in any judiciary or regulatory proceeding; (ii) there shall be no settlement of the Third Party Action without the consent of the Buyer, which shall not be unreasonably withheld; and (iii) the Recipient shall be subrogated to all rights and remedies of Buyer's Protected Parties. All parties to this Agreement shall cooperate in the defense of Third Party Actions and shall furnish such records, information and testimony, and shall attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

6.08 Maryland Administrative Dispute. After the Closing, the Shareholders shall retain all liability relating to or arising from that certain administrative investigation by and dispute with the State of Maryland regarding alleged violations by the Company of the Maryland Telemarketing Act (the "Maryland Dispute"). Except as may be provided below, the liability of the Shareholders for the Maryland Dispute shall be governed by the provisions of Sections 6.01, 6.02, and 6.06(a)(ii).

(a) The Company shall cooperate in the defense by the Shareholders of the Maryland Dispute, and such cooperation shall include, but not be limited to:

- i. Not making any statements or admissions of liability in the Maryland Dispute, or taking actions which could reasonably be construed under the circumstances as being such statements or admissions without the Shareholders consent;
- ii. Upon reasonable notice, provide complete access to counsel to the Shareholders to the books, records, files, and documents of the Company relating to the Maryland Dispute;
- iii. Making then-current employees of the Company available from time to time, upon reasonable notice, for meetings with counsel to the Shareholders;
- iv. To the extent not prohibited by law, not communicating with the State of Maryland or its counsel on the subject matter of the Maryland Dispute without the Shareholders prior consent, except by way of deposition or trial testimony;
- v. Making then-current employees of the Company available for depositions and trial testimony upon the request of counsel and upon reasonable

- notice for the Shareholders; and
- vi. Executing those documents, agreements, and affidavits requested from time to time by counsel for the Shareholders.

(b) The Shareholders shall have complete and sole discretion in the selection and retention of counsel to represent the Company in the defense of the Maryland Dispute. The Shareholders shall directly pay the cost of any such counsel. Furthermore, the Shareholders shall reimburse the Company for all expenses incurred by the Company in providing the assistance set forth in subsection (a) above, including without limitation, compensating the Company for the time spent by its employees in providing such assistance.

(c) The Shareholders shall have complete and sole discretion to defend and or settle the Maryland Dispute in the name of the Company and in any manner they choose, provided, however, that any settlement shall not require the Company to agree to any future course of action or the payment of any monies other than those in the Tag Sale Reserve Account. Any settlement payments in excess of the Tag Sale Reserve Account shall be paid in accordance with section 6.06(a)(ii). The Company shall, at the Shareholders' request and subsequent to reimbursement by the Shareholders for any amounts in excess of the Tag Sale Reserve Account, issue a settlement check in settlement of the Maryland Dispute.

ARTICLE VII

THE CLOSING

7.01 Time, Date and Place of Closing. The payments and deliveries contemplated by this Agreement to be made at the Closing shall be made at the offices of Miller & Martin LLP, 1275 Peachtree Street, 7th Floor, Atlanta, Georgia 30309, at 10:00 a.m., local time, on October 31, 2003, or such other date and location as may be mutually agreeable. The date on which the last of such payments and deliveries occurs is hereinafter referred to as the "Closing Date," and the events comprising such payments and deliveries are hereinafter collectively referred to as the "Closing."

7.02 Events Comprising the Closing. The Closing shall not be deemed to have occurred unless and until the Purchase Price and all other documents set forth herein shall have been paid and delivered, and none of these items shall have been deemed to be paid and delivered unless and until all of them have been paid and delivered.

7.03 Conditions to Obligations of Buyer. The obligations of Buyer to make the deliveries and payments under this Article VII and to close this transaction are subject to the fulfillment prior to or at the Closing Date of each of the following conditions, any one or more of which may be waived by Buyer:

(a) The representations and warranties of the Shareholders contained in Article II and in Article III hereof shall be true in all respects as of the date when made and as of the Closing Date as if made on such date.

(b) The Shareholders shall have performed and complied in all material

respects with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing Date.

(c) No federal, state or local governmental unit, agency, body or authority with competent jurisdiction over the subject matter hereof shall have instituted any action, suit or proceeding or given notice of its intentions to do so, which in the reasonable opinion of Buyer and its counsel has a material and adverse effect on the transactions contemplated by this Agreement.

(d) Neither Company nor any Subsidiary shall have suffered any material adverse change between the date hereof and the Closing Date in its respective business, prospects, financial condition, working capital, assets, liabilities (absolute, secured, contingent or otherwise), reserves or operations.

(e) All governmental approvals legally required for the consummation of the sale and purchase of the Shares, including the Buyer Regulatory Approval and the Company Regulatory Approvals, shall have been obtained except those approvals waived by the Buyer in writing.

(f) All agreements, certificates, opinions and other documents delivered by the Shareholders to Buyer hereunder shall be in form and substance reasonably satisfactory to Buyer.

(g) The Companies shall have assigned, or the Buyer shall have negotiated and entered into a contract (on terms satisfactory to it in its discretion) with each of the entities identified in Section 3.24 of the Disclosure Schedule for the shared facilities and/or employees described therein.

(h) All holders of the Shares shall have executed this Agreement.

(i) Each company identified in Section 3.01(b)(ii) of the Disclosure Schedule shall have agreed, in writing, to waive any right to terminate its agreement(s) with the Company based upon the transaction contemplated herein.

(j) Buyer shall have received the approval to consummate the transaction from its Shareholder, ARAG International Holding GmbH (the "Shareholder Approval").

7.04 Conditions to Obligations of the Shareholders. The obligations of the Companies to make the deliveries under this Article VII and to close this transaction are subject to the fulfillment prior to or at the Closing Date of each of the following conditions, any one or more of which may be waived by the Shareholders:

(a) The representations and warranties of Buyer in Article IV hereof shall be true in all material respects as of the date when made and as of the Closing Date as if made on such date.

(b) Buyer shall have performed and complied in all material respects with

all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

(c) No federal, state or local governmental unit, agency, body or authority with competent jurisdiction over the subject matter hereof shall have instituted any action, suit or proceeding or given notice of its intentions to do so, which in the reasonable opinion of the Shareholders and their counsel has a material and adverse effect on the transactions contemplated by this Agreement.

(d) All governmental approvals legally required for the consummation of the acquisition of the Shares by the Buyer, including the Buyer Regulatory Approval and the Company Regulatory Approvals, shall have been obtained except those governmental approvals waived by the Shareholders in writing.

(e) All agreements, certificates, opinions and other documents delivered by Buyer to the Company hereunder shall be in form and substance reasonably satisfactory to the Shareholders.

7.05 Deliveries by the Shareholders at the Closing. Delivery by the Shareholders of the following at the Closing shall be a condition to the obligation of Buyer under this Agreement:

(a) A certificate dated the Closing Date executed by the Shareholders certifying that (i) the representations and warranties of the Shareholders hereunder are true and correct on the Closing Date as if made on and as of such date or if not, to what extent they are not, (ii) the Shareholders have performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing, and (iii) the applicable conditions precedent to the obligations of the Shareholders hereunder have been fulfilled or waived.

(b) A Restrictive Covenant Agreement signed by each Shareholder (excluding Steve Klein) in the form of Exhibit B.

(c) Opinion of counsel to certain Shareholders and the Companies, dated the Closing Date, in the form of Exhibit C.

(d) Certificates from the appropriate state, dated within seven days of the Closing Date, stating that each Company and each of the Subsidiaries are in good standing in their states of incorporation and qualification and are not delinquent in the payment of any state taxes then due.

(e) Certificates representing the Shares, duly endorsed in blank for transfer or accompanied by duly executed stock powers in a form acceptable to Buyer.

(f) The minute books, stock books and corporate seal of each Company and each Subsidiary.

(g) The resignation, dated as of the Closing Date, of each director and officer (Vice President and above) of each Company and each Subsidiary.

(h) the written consents described in Section 7.03(i) above.

7.06 Deliveries by Buyer at the Closing. Delivery by Buyer of the following at Closing shall be a condition to the obligations of the Shareholders under this Agreement:

(a) Payment of the Purchase Price as required under Section 1.03.

(b) Certificates dated the Closing Date executed by the President, Vice President or Secretary of Buyer certifying that (i) the representations and warranties of the Buyer hereunder are true and correct on the Closing Date as if made on and as of such date or if not, to what extent they are not, (ii) the Buyer has performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing, and (iii) the applicable conditions precedent to the obligations of Buyer hereunder have been fulfilled or waived.

(c) Certified copies of the resolutions of the boards of directors of Buyer authorizing the execution and delivery of this Agreement and the consummation of the transactions herein contemplated.

(d) Opinion of counsel to Buyer, dated the Closing Date, in the form of Exhibit D.

ARTICLE VIII

TERMINATION AND ABANDONMENT

8.01 Termination and Abandonment. This Agreement may be terminated at any time and the transaction abandoned at any time prior to the Closing without liability of any party to any other party under the following circumstances:

(a) The mutual written agreement of the Shareholders and Buyer;

(b) By the Shareholders if the Closing has not occurred before November 1, 2003 because all conditions to the Company's obligations have not been satisfied or waived or because Buyer has not made all required deliveries.

(c) By Buyer if the Closing has not occurred before November 1, 2003 because all conditions to Buyer's obligations have not been satisfied or waived or because either Company has not made all required deliveries.

(d) Either party may terminate by written notice to the other if any action or proceeding shall have been instituted before any court or other governmental body or, to the

knowledge of the party giving such notice, shall have been threatened formally in writing by any public authority with requisite jurisdiction, to restrain or prohibit the transactions contemplated by this Agreement or to subject one or more of the parties or their directors or their officers to liability on the grounds that it or they have breached any law or regulation or otherwise acted improperly in connection with such transactions, and such action or proceeding shall not have been dismissed or such written threat shall not have been withdrawn or rescinded before November 1, 2003.

8.02 Rights and Obligations on Termination. If this Agreement is terminated and abandoned as provided in this Article VIII, each party will, at the request of the other, return all documents, work papers and other material of the requesting party, including all copies thereof, relating to the transactions contemplated by this Agreement, whether so obtained before or after the execution of this Agreement, to the party furnishing the same, and all information received by any party to this Agreement with respect to the business of any other party shall not at any time be used for the advantage of, or disclosed to third parties by, such party to the detriment of the party furnishing such information except as may be required by law; provided, however, that this shall not apply to any document, work paper, material, or any other information which is a matter of public knowledge or which has heretofore been or is hereafter published in any publication for public distribution or filed as public information with any governmental authority or is otherwise in the public domain.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.01 Good Faith; Further Assurances; Further Cooperation. The parties to this Agreement shall in good faith undertake to perform their obligations under this Agreement, to satisfy all conditions and to cause the transactions contemplated by this Agreement to be carried out promptly in accordance with the terms of this Agreement. Upon the execution of this Agreement and thereafter, the parties hereto shall do such things as may be reasonably requested by the other parties hereto in order more effectively to consummate or document the transactions contemplated by this Agreement.

9.02 Notices. All notices, communications and deliveries under this Agreement shall be made in writing, signed by the party making the same, shall specify the section of this Agreement pursuant to which it is given, and shall be deemed given on the date delivered if delivered in person, (or by recognized overnight courier) or three Business Days after being mailed (with postage prepaid) if mailed certified mail, return receipt requested. Such notice shall not be effective unless copies are provided contemporaneously as specified below, but neither the manner nor the time of giving notice to those to whom copies are to be given shall control the date notice is given or received. The addresses and requirements for copies are as follows:

To Shareholders: Gohn, Hankey & Stichel, LLP
201 North Charles Street
Suite 2101
Baltimore, Maryland 21201
Attn: David L. Hankey, Esq.

To ACS: Gohn, Hankey & Stichel, LLP
201 North Charles Street
Suite 2101
Baltimore, Maryland 21201
Attn: David L. Hankey, Esq.

To Lawphone: Gohn, Hankey & Stichel, LLP
201 North Charles Street
Suite 2101
Baltimore, Maryland 21201
Attn: David L. Hankey, Esq.

To Buyer: ARAG Insurance Company
400 Locust Street
Suite 480
Des Moines, Iowa 50309
Attn: Chief Operating Officer

with a copy to: Miller & Martin LLP
1275 Peachtree Street, 7th Floor
Atlanta, Georgia 30309
Attn: Bruce C. McCall, Esq.

or to such representative or to such other address as the parties hereto may furnish to the other parties in writing. If notice is given pursuant to this Section 9.02 of a permitted successor or assign of a party to this Agreement, then notice shall be given as set forth above to such successor or assign of such party.

9.03 Definition of Knowledge. As used in this Agreement, the term "to the knowledge of the Companies" or any variations thereof shall mean the state of facts, conditions or circumstances which is known or reasonably should have been known to any Shareholder, director or officer or to the general manager of the Companies or any Subsidiary.

9.04 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and assigns. No assignment or transfer of rights and obligations hereunder shall be made except with the prior written consent of the parties hereto, except that Buyer need not obtain Shareholders' consent to Buyer's assignment of rights and delegation of obligations under this Agreement to an affiliated

corporation of Buyer provided that such subsidiary or affiliate expressly assumes such liabilities and obligations and that Buyer shall remain liable for the performance of all the assigned, transferred or assumed obligations under this Agreement which obligation shall be a primary obligation for full and prompt performance.

9.05 Captions; Definitions. The titles or captions of articles, sections and subsections contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof and shall not be considered in the interpretation or construction of this Agreement in any proceeding. The parties agree to all definitions in the statement of parties to this Agreement and in the other introductory language to this Agreement.

9.06 Controlling Law; Amendment; Jurisdiction; Waiver; Remedies Cumulative. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without giving effect to the principles of conflicts of law thereof. This Agreement may not be altered or amended except in writing signed by Buyer and the Shareholders. The failure of any party hereto at any time to require performance of any provisions hereof shall in no manner affect the right to enforce the same. No waiver by any party hereto of any condition, or of the breach of any term, provision, warranty, representation, agreement or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, warranty, representation, agreement or covenant herein contained. The parties agree that all disputes arising under this Agreement (except for breaches of the Agreement for which injunctive relief is an appropriate remedy) shall be subject to arbitration. Such arbitration shall be conducted in Atlanta, Georgia under the commercial arbitration rules of the American Arbitration Association. Any arbitration award shall be final and not subject to appeal, and may be entered in any court having jurisdiction. All costs of the arbitration shall be borne by the non-prevailing party. No arbitrator shall have any authority to award damages in excess of those specified in this Agreement.

9.07 No Third-Party Beneficiaries. With the exception of the parties to this Agreement and each of their legal representatives, heirs, successors and permitted assigns, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights arising by virtue of this Agreement.

9.08 Exhibits; Disclosure Schedule. All exhibits and the Disclosure Schedule to this Agreement are hereby incorporated into this Agreement and hereby are made a part of this Agreement as if set out in full in the first place that reference is made thereto.

9.09 Counterparts; Entire Agreement. This Agreement may be executed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of enough of such copies to reflect the signatures of all of the parties to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts. This Agreement together with all

schedules and exhibits hereto and all other agreements and undertakings provided for hereunder shall constitute the entire agreement of the parties and supersedes any and all prior agreements, oral or written, with respect to the subject matter contained herein. There are no other agreements, representations, warranties or other understandings between the parties in connection with this transaction which are not set forth in this Agreement or the schedules and exhibits hereto.

ACS SHAREHOLDERS:

Sandra H. Dement

Stanley Plotnick

Stanley Plotnick *Under Power of Atty.
Martin Gorman*

Martin Gorman

Martin Gorman

Patrick Gorman

Patrick Gorman

LAWPHONE SHAREHOLDERS:

Steve Klein

Steve Klein *Under Power of Atty.
Martin Gorman*

Stanley Plotnick

Stanley Plotnick *Under Power of Atty.
Martin Gorman*

ADVISORY COMMUNICATION
SYSTEMS, INC.:

By: *Martin Gorman*

Title: *VP*

LAWPHONE OF FLORIDA
LEGAL SERVICES, INC.:

By: Stanley Platnick *Under Power*
Title: President *of Law*
of Florida
Master Home

ARAG INSURANCE COMPANY:

By: [Signature]
Title: PRESIDENT.

ACS SHAREHOLDERS:



Sandra H. Dement

Stanley Plotnick

Martin Gorman

Patrick Gorman

LAWPHONE SHAREHOLDERS:

Steve Klein

Stanley Plotnick

ADVISORY COMMUNICATION
SYSTEMS, INC.:

By: _____

Title: _____

Section 3.17
Trademarks

Trademarks:

| <u>Name</u> | <u>Registration #/Serial #</u> | <u>Registration Date</u> |
|--|--------------------------------|--------------------------|
| National Legal Shield (+ design) | 2497104/75901897 | October 9, 2001 |
| Legal Access Plan (+ design) | 2432922/75727236 | March 6, 2001 |
| Legal Security Insurance Plan (+ design) | 2362034/75727234 | June 27, 2000 |
| National Legal Bureau (+ design) | 2015048/74688569 | November 12, 1996 |
| LawPhone Small Business Legal Network (+ design) | 1969846/74664931 | April 23, 1996 |
| ACS Advisory Communications Systems, Inc. | 1821660/74347601 | February 15, 1994 |
| LawPhone (+ design) | 1770653/74310545 | May 11, 1993 |
| Real Estate Will Sold (+ design) | 1396103/73556310 | June 3, 1986 |
| LawPhone | 1147387/73168410 | February 17, 1981 |
| L'Écoute Légale | Canada TMA 469052 | January 20, 1997 |

Copyrights:

| <u>Name</u> | <u>Registration #</u> | <u>Registration Date</u> |
|--|-----------------------|--------------------------|
| American Law Advisory Council membership Materials | TX-2-294-643 | April 7, 1988 |
| LawPhone Employee Benefit Program | TX-2-295-366 | April 6, 1988 |
| LawPhone Schedule of Services | TX-2-300-458 | April 20, 1988 |
| LawPhone Fulfillment Package; Law Phone Membership Materials | TX-2-317-719 | April 12, 1988 |
| The Small Business Advisory Service from LawPhone | TX-2-520-927 | March 6, 1989 |
| Small Business Advisory Service Solicitation and Membership Form | TX-2-639-238 | August 1, 1989 |
| LawPhone's Small Business Advisory Service Solicitation Packet | TX-2-659-786 | September 28, 1989 |
| Personal Will Preparation System | TX-5-666-284 | October 25, 2002 |