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 EXHIBIT 2.4  
  
  
  
 AFFILIATE AGREEMENT  
  
 THIS AFFILIATE AGREEMENT (this "AGREEMENT") is made and entered into as  
of May \_\_, 2001 among [Saturn], a Delaware corporation ("PARENT"), and the  
undersigned shareholder who may be deemed an affiliate ("AFFILIATE") of  
[Jupiter], a Georgia corporation (the "COMPANY"). Capitalized terms used but not  
otherwise defined herein shall have the meanings ascribed to them in the Merger  
Agreement (as defined below).  
  
 RECITALS  
  
 A. The Company, Merger Sub (as defined below) and Parent have  
entered into an Agreement and Plan of Merger and Reorganization (the "MERGER  
AGREEMENT") which provides for the merger (the "MERGER") of a wholly-owned  
subsidiary of Parent ("MERGER SUB") with and into the Company. Pursuant to the  
Merger, all outstanding capital stock of the Company (the "COMPANY CAPITAL  
STOCK") shall be converted into the right to receive common stock of Parent  
("PARENT COMMON STOCK");  
  
 B. Affiliate has been advised that Affiliate may be deemed to be  
an "affiliate" of the Company, as the term "affiliate" is used for purposes of  
Rule 145 of the Rules and Regulations (the "RULES AND REGULATIONS") of the  
Securities and Exchange Commission (the "COMMISSION");  
  
 C. The execution and delivery of this Agreement by Affiliate is a  
material inducement to Parent to enter into the Merger Agreement; and  
  
 NOW, THEREFORE, intending to be legally bound, the parties hereto agree  
as follows:  
  
 1. Acknowledgments by Affiliate. Affiliate acknowledges and  
understands that the representations, warranties and covenants by Affiliate set  
forth herein shall be relied upon by Parent, the Company and their respective  
affiliates and counsel, and that substantial losses and damages may be incurred  
by these persons if Affiliate's representations, warranties or covenants are  
breached. Affiliate has carefully read this Agreement and the Merger Agreement  
and has discussed the requirements of this Agreement with Affiliate's  
professional advisors, who are qualified to advise Affiliate with regard to such  
matters.  
  
 2. Beneficial Ownership of Company Capital Stock. The Affiliate  
is the sole beneficial owner (as defined in Rule 13d-3 under the Securities  
Exchange Act of 1934, as amended) of the number of shares of Company Capital  
Stock set forth next to its name on the signature page hereto (the "SHARES").  
Except as noted on the signature page hereto, the Shares are not subject to any  
claim, lien, pledge, charge, security interest or other encumbrance or to any  
rights of first refusal of any kind. There are no options, warrants, calls,  
rights, commitments or agreements of any character, written or oral, to which  
the Affiliate is party or by which it is bound obligating the Affiliate to  
issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered,  
sold, repurchased or redeemed, any Shares or obligating the Affiliate to grant  
or enter into any such option, warrant, call, right, commitment or agreement.  
The Affiliate has the sole right to transfer such Shares. The Shares  
  
  
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constitute all shares of Company Capital Stock owned, beneficially or of record,  
by the Affiliate. The Shares are not subject to preemptive rights created by any  
agreement to which the Affiliate is party. The Affiliate has not engaged in any  
sale or other transfer of the Shares in contemplation of the Merger. All shares  
of Company Capital Stock and Parent Common Stock acquired by Affiliate  
subsequent to the date hereof (including shares of Parent Common Stock acquired  
in the Merger) shall be subject to the provisions of this Agreement as if held  
by Affiliate as of the date hereof.  
  
 3. Compliance with Rule 145 and the Securities Act.  
  
 (a) Affiliate has been advised that (i) the issuance of  
shares of Parent Common Stock in connection with the Merger is expected to be  
effected pursuant to a registration statement on Form S-4 promulgated under the  
Securities Act of 1933, as amended (the "SECURITIES ACT"), and the resale of  
such shares shall be subject to restrictions set forth in Rule 145 under the  
Securities Act, and (ii) Affiliate may be deemed to be an affiliate of the  
Company. Affiliate accordingly agrees not to sell, transfer or otherwise dispose  
of any Parent Common Stock issued to Affiliate in the Merger unless (i) such  
sale, transfer or other disposition is made in conformity with the requirements  
of Rule 145(d) promulgated under the Securities Act, (ii) such sale, transfer or  
other disposition is made pursuant to an effective registration statement under  
the Securities Act or an appropriate exemption from registration, (iii)  
Affiliate delivers to Parent a written opinion of counsel, reasonably acceptable  
to Parent in form and substance, that such sale, transfer or other disposition  
is otherwise exempt from registration under the Securities Act or (iv) an  
authorized representative of the Commission shall have rendered written advice  
to Affiliate to the effect that the Commission would take no action, or that the  
staff of the Commission would not recommend that the Commission take any action,  
with respect to the proposed disposition if consummated.  
  
 (b) Parent shall give stop transfer instructions to its  
transfer agent with respect to any Parent Common Stock received by Affiliate  
pursuant to the Merger and there shall be placed on the certificates  
representing such Common Stock, or any substitutions therefor, a legend stating  
in substance:  
  
 THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A TRANSACTION  
 TO WHICH RULE 145 APPLIES AND MAY ONLY BE TRANSFERRED IN CONFORMITY  
 WITH RULE 145(d) OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT  
 UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR IN ACCORDANCE WITH A  
 WRITTEN OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO THE ISSUER IN FORM  
 AND SUBSTANCE, THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE  
 SECURITIES ACT OF 1933, AS AMENDED.  
  
The legend set forth above shall be removed (by delivery of a substitute  
certificate without such legend) and Parent shall so instruct its transfer  
agent, if Affiliate delivers to Parent (i) satisfactory written evidence that  
the shares have been sold in compliance with Rule 145 (in which case, the  
substitute certificate shall be issued in the name of the transferee), (ii) an  
opinion of counsel, in form and substance reasonably satisfactory to Parent, to  
the effect that public sale of the shares by the holder thereof is no longer  
subject to Rule 145 or (iii) following one (1) year from the date of the Merger,  
a written request for such removal.  
  
  
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 4. Termination. This Agreement shall be terminated and shall be  
of no further force and effect in the event of the termination of the Merger  
Agreement pursuant to Article VII of the Merger Agreement.  
  
 5. Miscellaneous.  
  
 (a) Waiver; Severability. No waiver by any party hereto  
of any condition or of any breach of any provision of this Agreement shall be  
effective unless in writing and signed by each party hereto. In the event that  
any provision of this Agreement, or the application of any such provision to any  
person, entity or set of circumstances, shall be determined to be invalid,  
unlawful, void or unenforceable to any extent, the remainder of this Agreement,  
and the application of such provision to persons, entities or circumstances  
other than those as to which it is determined to be invalid, unlawful, void or  
unenforceable, shall not be impaired or otherwise affected and shall continue to  
be valid and enforceable to the fullest extent permitted by law.  
  
 (b) Binding Effect and Assignment. This Agreement and all  
of the provisions hereof shall be binding upon and inure to the benefit of the  
parties hereto and their respective successors and permitted assigns, but,  
except as otherwise specifically provided herein, neither this Agreement nor any  
of the rights, interests or obligations of the parties hereto may be assigned by  
either of the parties without prior written consent of the other party hereto.  
  
 (c) Amendments and Modification. This Agreement may not  
be modified, amended, altered or supplemented except upon the execution and  
delivery of a written agreement executed by the parties hereto.  
  
 (d) Injunctive Relief. Each of the parties acknowledge  
that (i) the covenants and the restrictions contained in this Agreement are  
necessary, fundamental, and required for the protection of Parent and the  
Company and to preserve for Parent the benefits of the Merger; (ii) such  
covenants relate to matters which are of a special, unique, and extraordinary  
character that gives each of such covenants a special, unique, and extraordinary  
value; and (iii) a breach of any such covenants or any other provision of this  
Agreement shall result in irreparable harm and damages to Parent and the Company  
which cannot be adequately compensated by a monetary award. Accordingly, it is  
expressly agreed that in addition to all other remedies available at law or in  
equity, Parent and the Company shall be entitled to the immediate remedy of a  
temporary restraining order, preliminary injunction, or such other form of  
injunctive or equitable relief as may be used by any court of competent  
jurisdiction to restrain or enjoin any of the parties hereto from breaching any  
such covenant or provision or to specifically enforce the provisions hereof.  
  
 (e) Governing Law. This Agreement shall be governed by  
and construed, interpreted and enforced in accordance with the laws of the State  
of Delaware without giving effect to the conflicts of law provisions thereof.  
  
 (f) Entire Agreement. This Agreement, the Merger  
Agreement and the other agreements referred to in the Merger Agreement set forth  
the entire understanding of Affiliate and Parent relating to the subject matter  
hereof and thereof and supersede all prior agreements and understandings between  
Affiliate and Parent relating to the subject matter hereof and thereof.  
  
  
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 (g) Attorneys' Fees. In the event of any legal actions or  
proceeding to enforce or interpret the provisions hereof, the prevailing party  
shall be entitled to reasonable attorneys' fees, whether or not the proceeding  
results in a final judgment.  
  
 (h) Further Assurances. Affiliate shall execute and/or  
cause to be delivered to Parent such instruments and other documents and shall  
take such other actions as Parent may reasonably request to effectuate the  
intent and purposes of this Agreement.  
  
 (i) Third Party Reliance. Counsel to Parent and the  
Company shall be entitled to rely upon this Affiliate Agreement.  
  
 (j) Survival. The representations, warranties, covenants  
and other provisions contained in this Agreement shall survive the Merger.  
  
 (k) Notices. All notices and other communications  
pursuant to this Agreement shall be in writing and deemed to be sufficient if  
contained in a written instrument and shall be deemed given if delivered  
personally, telecopied, sent by nationally-recognized overnight courier or  
mailed by registered or certified mail (return receipt requested), postage  
prepaid, to the parties at the following address (or at such other address for a  
party as shall be specified by like notice):  
  
 If to Parent: [Saturn]  
 0000 Xxxxxxx'x Xxxxx Xxxxxx  
 Xxxxx 0000  
 Xxxxxxxxx, Xxxxxxxx 00000  
  
 Attention: Chief Executive Officer  
 Telecopy No.: (000) 000-0000  
  
 With a copy to: Xxxxxx Xxxxxxx Xxxxxxxx & Xxxxxx  
 Professional Corporation  
 000 Xxxx Xxxx Xxxx  
 Xxxx Xxxx, Xxxxxxxxxx 00000  
 Attention: Xxxxxxxx X. Xxxxx, Esq.  
 Telecopy No.: (000) 000-0000  
  
 If to Affiliate: To the address for notice set forth  
 on the signature page hereof.  
  
 (l) Counterparts. This Agreement shall be executed in one  
or more counterparts, each of which shall be deemed an original, and all of  
which together shall constitute one and the same instrument.  
  
  
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 IN WITNESS WHEREOF, the parties have caused this Affiliate Agreement to  
be duly executed on the day and year first above written.  
  
  
[SATURN] AFFILIATE  
  
  
  
---------------------------- ---------------------------------------  
Signature Signature  
  
  
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Print Name Print Name  
  
  
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Print Title Print Title (if applicable)  
  
  
 Affiliate's Address for Notice:  
  
  
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 Shares beneficially owned:  
  
 \_\_\_\_\_\_ shares of Company Common Stock  
  
 \_\_\_\_\_\_ shares of Company Common Stock  
 issuable upon exercise of  
 outstanding options and  
 warrants  
  
 Liens on shares of Company Common Stock:  
  
  
  
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 \_\_\_\_\_\_ shares of Parent Common Stock  
  
  
  
 [SIGNATURE PAGE TO AFFILIATE AGREEMENT]