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 EXHIBIT 10.30  
  
 AGREEMENT  
  
  
 THIS AGREEMENT ("Agreement"), made this 8th day of March, 2000 by and among  
FOCUS AFFILIATES, INC. (formerly known as Intellicell Corp.), a Delaware  
corporation ("Focus"), INTELLICELL MERGER SUB, INC., a Delaware corporation  
("Merger Sub") (Focus and Merger Sub sometimes individually a "Focus Party" and  
collectively referred to herein as the "Focus Parties"), XXXXXX XXXXXXXX  
("Xxxxxxxx"), XXXXXX XXXXXXX ("Xxxxxxx"), XXXXXXX XXXXXXX ("Xxxxxxx"), XXXX  
XXXXXX ("Xxxxxx") and XXXXXX XXXXX ("Xxxxx") (Goldberg, Leavitt, Xxxxxxx, Xxxxxx  
and Xxxxx individually a "CWI Stockholder" and collectively referred to herein  
as the "CWI Stockholders"):  
  
  
 WITNESSETH:  
  
 WHEREAS, Goldberg, Leavitt, Xxxxxxx and Maimon were the principal  
shareholders of Cellular Wholesalers, Inc. ("CWI") and, along with CWI, entered  
into that certain Amended and Restated Agreement and Plan of Merger dated as of  
July 23, 1999 with Focus and Merger Sub (the "Merger Agreement")(capitalized  
terms not otherwise defined herein shall have the same meaning as in the Merger  
Agreement); and  
  
 WHEREAS, the parties to this Agreement desire to provide for the  
contribution from Xxxxxxxx, Xxxxxxx and Xxxxxxx (collectively, the "Contributing  
CWI Stockholders") of certain Base Shares to the capital of Focus and to provide  
for the closing of the escrow that was established pursuant to Section 1.8 of  
the Merger Agreement (the "Escrow").  
  
 NOW, THEREFORE, for good and valuable consideration as set forth herein,  
the parties do hereby agree as follows:  
  
 1. ESCROW INSTRUCTIONS. No later than three (3) business days from the date  
hereof, Goldberg, Leavitt, Xxxxxxx, Xxxxx and Focus shall (if they have not  
already done so) jointly execute and deliver to the Escrow Agent a joint  
direction authorizing the release by the Escrow Agent of the $500,000 in  
escrowed funds to Focus together with any interest accrued thereon (the  
"Escrowed Funds"). The Principal CWI Stockholders shall have no obligation to  
pay Focus any other amounts based on the Closing Date Equity pursuant to Section  
1.8 of the Merger Agreement, and the Principal CWI Stockholders shall not  
receive any Additional Consideration pursuant to Section 1.7 of the Merger  
Agreement, irrespective of the Closing Date Equity and the $500,000 reduction in  
the Base Consideration effected by this paragraph.  
  
  
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 2. CONTRIBUTION OF BASE SHARES. At the Closing (as defined in Section 4 of  
this Agreement), each of the Contributing CWI Stockholders shall deliver to  
Focus as a contribution to the capital of Focus the number of shares of Focus  
stock set forth next to his name (the "Contribution Shares") (to be canceled by  
Focus or retained as treasury stock as Focus determines in its discretion):  
  
  
  
 Contributing  
 CWI Stockholder Number of Shares  
 -------------------------- ---------------------------  
   
 Xxxxxx Xxxxxxxx 500,000  
 Xxxxxx Xxxxxxx 300,000  
 Xxxxxxx Xxxxxxx 500,000  
  
  
 3. RIGHT OF TERMINATION. The Agreement may be terminated: (a) at any time  
by the mutual written consent of the Focus Parties and the CWI Stockholders; or  
(b) by either the Focus Parties upon written notice to the CWI Stockholders or  
by the CWI Stockholders upon written notice to Focus, in the event that the  
Closing has not occurred within forty-five (45) days from the date of this  
Agreement.  
  
 4. EQUITY FINANCING. As a condition precedent to the obligations of the CWI  
Stockholders and the Focus Parties under this Agreement, Focus shall have  
obtained additional equity financing on terms reasonably acceptable to Focus for  
at least $3,900,000 (net of costs and commissions) (the "Equity Financing").  
Focus shall use its best efforts in obtaining the Equity Financing as soon as  
possible subsequent to the date hereof. Concurrently with the completion of the  
Equity Financing, the Contributing CWI Stockholders will contribute the  
Contribution Shares to the capital of Focus as provided by Section 2 and the  
release of claims, covenant not to xxx and indemnification provisions set forth  
in Sections 5, 6 and 7 shall become effective (the "Closing"). The provisions of  
Sections 5, 6 and 7 shall be void and of no effect in the event the Closing does  
not occur.  
  
 5. RELEASE OF CLAIMS.  
  
 5.1 RELEASE BY THE FOCUS PARTIES OF THE CWI STOCKHOLDERS. Effective as  
of the Closing, the Focus Parties hereby irrevocably and unconditionally  
release, acquit, and forever discharge each of the CWI Stockholders and each of  
their heirs, legatees, assigns, agents, representatives and attorneys  
(collectively, the "CWI Releasees"), from any and all claims, liabilities,  
obligations, promises, agreements, controversies, damages, costs, losses, debts  
and expenses (including, but not necessarily limited to, reasonable attorney's  
fees and costs actually incurred), of any nature  
  
  
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whatsoever, known or unknown ("Focus Claim" or "Focus Claims"), which Focus or  
Merger Sub now has, owns or holds, or may claim to have, own or hold, against  
each or any of the CWI Releasees with respect to (i) the fairness of the  
purchase price paid for CWI's assets under the Merger Agreement or this  
Agreement and (ii) any of the representations or warranties made by CWI or any  
of the CWI Stockholders in Sections 4.1(f) or 4.1(h) of the Merger Agreement or  
any other provisions of the Merger Agreement that specifically relate to CWI's  
stockholders equity, liquidity, profitability or financial condition or  
prospects as of the Closing Date; provided, however, that such release shall not  
extend to any other representations, warranties or covenants made by CWI or any  
of the CWI Stockholders under the Merger Agreement (including, without  
limitation, representations and warranties as to title to CWI's assets and the  
absence of litigation and contingent liabilities).  
  
 5.2 RELEASE BY THE CWI STOCKHOLDERS OF THE FOCUS PARTIES. Effective as of  
the Closing, each of the CWI Stockholders hereby irrevocably and unconditionally  
releases, acquits, and forever discharges Focus and Merger Sub, and each of  
their predecessors, successors, assigns, agents, directors, officers,  
shareholders, employees, representatives, attorneys, subsidiaries and affiliates  
(collectively, the "Focus Releasees"), and each of them, from any and all  
claims, liabilities, obligations, promises, agreements, controversies, damages,  
costs, losses, debts and expenses (including, but not necessarily limited to,  
reasonable attorney's fees and costs actually incurred), of any nature  
whatsoever, known or unknown ("CWI Claim" or "CWI Claims"), which any of the CWI  
Stockholders now has, owns, or holds, or may claim to have, own or hold, against  
each or any of the Focus Releasees with respect to (i) the value of the common  
stock of Focus or (ii) any of the representations or warranties made by Focus  
and Merger Sub in Sections 4.3(g) or 4.3(i) of the Merger Agreement or any other  
provision of the Merger Agreement that relate specifically to the stockholders  
equity, liquidity, profitability or financial condition or prospects of Focus as  
of the Closing Date; provided, however, that such release shall not extend to  
any other representations, warranties or covenants made by Focus or Merger Sub  
under the Merger Agreement (including without limitation, representations and  
warranties as to title to Focus' assets and the absence of litigation and  
contingent liabilities).  
  
 5.3 EFFECT OF RELEASE. Each of the parties to this Agreement acknowledges  
that such party may hereafter discover claims or facts in addition to or  
different from those which such party now knows or believes to be true with  
respect to the matters released herein, but that it is the intention of each of  
the parties to this Agreement to fully, finally, and forever settle and release  
all such matters and all claims relative thereto which do exist, may exist, or  
have existed. In furtherance of such intention, the releases set forth in this  
Agreement shall be and remain in effect as full and  
  
  
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complete releases regardless of the existence or discovery of any such  
additional or different claims or facts.  
  
 5.4 NO ASSIGNMENT OF CLAIMS. Each of the parties to this Agreement  
represents that such party has not heretofore assigned or transferred, or  
purported to assign or transfer, to any person or entity, any CWI Claim or Focus  
Claim, as applicable, or any portion thereof or interest therein.  
  
 6. COVENANT NOT TO XXX BY THE FOCUS PARTIES. Each of the Focus Parties  
hereby agrees not to xxx any CWI Releasee(s) relating to any causes of action  
that might be alleged to exist at the present time under California Civil Code  
Sections 3439 through 3439.12, inclusive, or any state laws similar thereto. All  
parties to this Agreement agree that the following facts are true, and that the  
provisions of this Section 6 shall permanently survive the Closing, and, to the  
extent allowed by law, be binding upon all of the parties and their successors  
in interest:  
  
 (a) No transfer at any time under the Merger Agreement or any other  
agreement to any of the CWI Stockholders by any of the Focus Parties of any  
assets, including, but without limitation, money or tangible or intangible  
personal property, was made by the transferor without the transferor having  
received full or reasonably equivalent value in exchange or in consideration for  
said transfer.  
  
 (b) Any and all transfers to any of the CWI Stockholders by any of the  
Focus Parties of any assets, including, but without limitation, money or  
tangible or intangible personal property, were received by the transferees  
thereof, including any of the CWI Releasees, in good faith and for a reasonably  
equivalent value.  
  
 The covenant not to xxx and agreed statement of facts contained in this  
Section 6 shall in no way limit the rights of the Focus Parties to seek or  
obtain indemnification pursuant to Article VIII of the Merger Agreement for the  
breach by CWI or any of the CWI Stockholders of any representation, warranty or  
covenant contained in the Merger Agreement (except as otherwise specifically  
limited by Section 5.1 of this Agreement).  
  
 7. INDEMNIFICATION OF THE CWI RELEASEES BY THE FOCUS PARTIES. The Focus  
Parties hereby agree to indemnify, save, defend and hold harmless each of the  
CWI Releasees from and against any cost or expense (including reasonable  
attorneys fees and costs) in defending against any suit or other claim brought  
by any creditor of Focus or Merger Sub that alleges that the transactions  
consummated pursuant to the Merger Agreement and/or this Agreement constituted a  
fraudulent conveyance as against such creditor; provided, however, that the  
foregoing indemnification shall not extend to any settlements of the foregoing  
claims or judgments entered against any of the CWI  
  
  
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Releasees based on the foregoing claims, which shall be the sole responsibility  
of the CWI Releasees. A claim for indemnification hereunder (an "Indemnification  
Claim") shall be made by the CWI Releasees by delivery of a written notice to  
the Focus Parties requesting indemnification and specifying the basis on which  
indemnification is sought in reasonable detail (and shall include relevant  
documentation related to the Indemnification Claim), and such other information  
as the CWI Releasees shall have concerning such claim.  
  
 Should any claim be made or any suit or proceeding instituted by a third  
party against any of the CWI Releasees which would be a matter for which the CWI  
Releasees would be entitled to indemnification under this Section 7 (a "Third  
Party Claim"), the obligations and liabilities of the parties hereunder with  
respect to such Third Party Claim shall be subject to the following terms and  
conditions:  
  
 7.1 The CWI Releasees shall give the Focus Parties written notice of  
any Third Party Claim promptly (and in no event later than 10 days) after  
receipt by the CWI Releasees of notice thereof, and the Focus Parties will  
undertake control of the defense thereof at the Focus Parties' cost and expense  
by counsel of their own choosing reasonably acceptable to the CWI Releasees. The  
CWI Releasees may participate in the defense through their own counsel at their  
own expense. If the Focus Parties fail or refuse to undertake the defense of  
such Third Party Claim within 15 days after written notice of such claim has  
been delivered to the Focus Parties by the CWI Releasees, the CWI Releasees  
shall have the right to undertake the defense of such Third Party Claim with  
counsel of their own choosing. Failure of the CWI Releasees to furnish written  
notice to the Focus Parties of a Third Party Claim shall not release Focus  
Parties from the Focus Parties's obligations hereunder, except to the extent the  
Focus Parties are prejudiced by such failure.  
  
 7.2 The CWI Releasees and the Focus Parties shall cooperate with each  
other in all reasonable respects in connection with the defense of any Third  
Party Claim, including making available records relating to such claim and  
furnishing employees of the CWI Releasees as may be reasonably necessary for the  
preparation of the defense of any such Third Party Claim or for testimony as  
witnesses in any proceeding relating to such claim. The CWI Releasees may settle  
any Third Party Claim without the consent of Focus Parties, provided that such  
settlement does not require any payment by or impose any obligation upon the  
Focus Parties. The Focus Parties shall not settle any Third Party Claim without  
the consent of the CWI Releasees unless they undertake payment responsibility  
for such claim.  
  
  
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 8. REPRESENTATIONS AND WARRANTIES OF THE FOCUS PARTIES. Each Focus Party  
hereby represents, warrants and covenants to each CWI Stockholder that:  
  
 8.1 Neither the execution nor the delivery of this Agreement, the  
incurrence of the obligations herein set forth, the consummation of the  
transactions herein contemplated, nor the compliance with the terms of this  
Agreement will conflict with, or result in a breach of, any of the terms,  
conditions, or provisions of, or constitute a default under, any bond, note, or  
other evidence of indebtedness or any contract, indenture, mortgage, deed of  
trust, loan agreement, lease, or other agreement or instrument to which Focus  
and/or Merger Sub is a party or by which Focus and/or Merger Sub may be bound.  
  
 8.2 Each Focus Party has the full and complete right, power, legal  
capacity, and authority to execute and enter into this Agreement and to execute  
all other documents and perform all other acts as may be necessary in connection  
with the performance of this Agreement. In particular, and not by way of  
limitation, the Focus Parties represent and warrant that all necessary corporate  
actions and proceedings of their respective Boards of Directors to approve and  
adopt this Agreement and to authorize the execution and delivery of this  
Agreement have been duly and validly taken and that Xxxxxxx Xxxxx is authorized  
to execute this Agreement on behalf of Focus, as its Chief Executive Officer,  
and on behalf of Merger Sub, as its Chief Executive Officer, and Xxxx Xxxxxxxxx  
is authorized to execute this Agreement on behalf of Focus, as its Chairman of  
the Board, and on behalf of Merger Sub, as its Chairman of the Board.  
  
 8.3 No approval or consent not heretofore obtained by any person or  
entity is necessary in connection with the execution of this Agreement by either  
Focus Party or the performance of such party's obligations under this Agreement.  
  
 8.4 Each Focus Party has received independent tax and legal advice  
from accountants, attorneys or other advisors of its choice with respect to the  
advisability of executing this Agreement.  
  
 8.5 Each Focus Party has made such investigation of the facts  
pertaining to this Agreement, and all of the matters pertaining thereto, as it  
deems necessary.  
  
 8.6 Except as expressly provided herein, no person has made any  
statement or representation to a Focus Party regarding any fact relied upon by  
such Focus Party in entering into this Agreement and each Focus Party  
specifically does not rely upon any statement, representation, or promise of any  
other person in executing this Agreement.  
  
  
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 8.7 Each Focus Party relies on the finality of this Agreement as a  
material factor inducing its execution of this Agreement, and the obligations  
under this Agreement.  
  
 8.8 Neither Focus Party will take any action which would interfere  
with the performance of this Agreement by any other party or which would  
adversely affect any of the rights provided for herein.  
  
 9. REPRESENTATIONS AND WARRANTIES OF THE CWI STOCKHOLDERS. Each CWI  
Stockholder hereby represents, warrants and covenants to each Focus Party that:  
  
 9.1 Neither the execution nor the delivery of this Agreement, the  
incurrence of the obligations herein set forth, the consummation of the  
transactions herein contemplated, nor the compliance with the terms of this  
Agreement will conflict with, or result in a breach of, any of the terms,  
conditions, or provisions of, or constitute a default under, any bond, note, or  
other evidence of indebtedness or any contract, indenture, mortgage, deed of  
trust, loan agreement, lease, or other agreement or instrument to which such CWI  
Stockholder is a party or by which such CWI Stockholder may be bound.  
  
 9.2 The CWI Stockholder has the full and complete right, power, legal  
capacity, and authority to execute and enter into this Agreement and to execute  
all other documents and perform all other acts as may be necessary in connection  
with the performance of this Agreement.  
  
 9.3 No approval or consent not heretofore obtained by any person or  
entity is necessary in connection with the execution of this Agreement by the  
CWI Stockholder or the performance of such CWI Stockholder's obligations under  
this Agreement.  
  
 9.4 The CWI Stockholder has received independent tax and legal advice  
from accountants, attorneys or other advisors of his choice with respect to the  
advisability of executing this Agreement.  
  
 9.5 The CWI Stockholder has made such investigation of the facts  
pertaining to this Agreement, and all of the matters pertaining thereto, as he  
deems necessary.  
  
 9.6 Except as expressly provided herein, no person has made any  
statement or representation to the CWI Stockholder regarding any fact relied  
upon by such CWI Stockholder in entering into this Agreement and such CWI  
Stockholder  
  
  
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specifically does not rely upon any statement, representation, or promise of any  
other person in executing this Agreement.  
  
 9.7 The CWI Stockholder relies on the finality of this Agreement as a  
material factor inducing its execution of this Agreement, and the obligations  
under this Agreement.  
  
 9.8 The CWI Stockholder will not take any action which would interfere  
with the performance of this Agreement by any other party or which would  
adversely affect any of the rights provided for herein.  
  
 10. GENERAL.  
  
 10.1 CONTROLLING LAW. This Agreement and all questions relation to its  
validity, interpretation, performance and enforcement, shall be governed by and  
construed in accordance with the laws of the State of Delaware, notwithstanding  
any Delaware or other conflict-of-law provisions to the contrary.  
  
 10.2 NOTICES. All notices, requests, demands and other communications  
required or permitted under this Agreement shall be in writing and shall be  
deemed to have been duly given, made an received when delivered against receipt,  
upon receipt of a facsimile transmission or three days following deposit in the  
United States mails, first class postage prepaid, addressed as set forth below:  
  
 If to Focus or Merger Sub:  
  
 XxxxxXxxxxxxx.xxx  
 000 Xxxx Xxxxxxxxx Xxxxx  
 Xxxxx 000  
 Xxxxxxxxxx, XX 00000  
 Attention: Chief Executive Officer  
  
 with a copy given in the manner prescribed above, to:  
  
 Xxxx & Xxxxx Professional Corporation  
 0000 Xxxxxxx Xxxx Xxxx  
 Xxxxx 0000  
 Xxx Xxxxxxx, Xxxxxxxxxx 00000  
 Facsimile: (000) 000-0000  
 Attention: Xxxxxxx X. Xxxxxxxxx, Esq.  
  
  
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 If to the CWI Stockholders:  
  
 Xxxxxx Xxxxxxxx  
 00 Xxxxxxxx  
 Xxxxxxxxxxx, Xxxxxxxx 00000  
 Facsimile: (000) 000-0000  
  
 Xxxxxx Xxxxxxx  
 00 Xxxxx Xxxxx Xxxx  
 Xxxxxxxx Xxxx, Xxxxxxxx 00000  
 Facsimile: (000) 000-0000  
  
 Xxxxxxx Xxxxxxx  
 0000 Xxxxx Xxxx Xxxxx  
 Xxxxxxxx, Xxxxxxxx 00000  
 Facsimile: (000) 000-0000  
  
 Xxxx Xxxxxx  
 0000 Xxxxxxxxx  
 Xxxxxxx Xxxxx, Xxxxxxxx 00000  
 Facsimile: (000) 000-0000  
  
 Xxxxxx Xxxxx  
 0000 Xxxxxxxxx Xx.  
 Xxxxxxxxxx, Xxxxxxxx 00000  
  
 in every case, with a copy given in the manner prescribed above, to:  
  
 Xxxxxxxx & Xxxxxxxxxx  
 0000 Xxxxx Xxxxxx Xxxxxx  
 Xxxxx 000  
 Xxxxxxxxxxx, Xxxxxxxx 00000-0000  
 Facsimile: (000) 000-0000  
 Attention: Xxxxxxx Xxxxxxxxxx, Esq. and  
 Xxxx X. Xxxxxx, Esq.  
  
 Any party may alter the address to which communications or copies are to be  
sent by giving notice to the other parties of such change of address in  
conformity with the provisions of this paragraph for the giving of notice.  
  
  
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 10.3 BINDING NATURE OF AGREEMENT; NO ASSIGNMENT. This Agreement shall  
be binding upon and inure to the benefit of the parties hereto and their  
respective successors and assigns, except that no party may assign or transfer  
its rights or obligations under this Agreement without the prior written consent  
of the other parties hereto.  
  
 10.4 ENTIRE AGREEMENT. This Agreement contains the entire  
understanding between the parties hereto with respect to the subject matter  
hereof, and supersedes all prior and contemporaneous agreements and  
understandings, inducements or conditions, express or implied, oral or written,  
except as herein contained. The express terms hereof control and supersede any  
course of performance and/or usage of the trade inconsistent with any of the  
terms hereof. Except as otherwise specifically modified by this Agreement, the  
provisions of the Merger Agreement shall continue in full force and effect.  
  
 10.5 SECTION HEADINGS. The section headings in this Agreement are for  
convenience only; they form no part of this Agreement and shall not affect its  
interpretation.  
  
 10.6 PUBLIC ANNOUNCEMENTS. Except as contemplated by this Agreement or  
as may be required, in the opinion of counsel for Focus, by applicable law or  
the rules and regulations or the SEC or the National Association of Securities  
Dealers, Inc., none of the parties hereto shall make any press release or other  
public announcement or filings with respect to this Agreement or the  
transactions contemplated hereby without the prior approval of all of the  
parties, which approvals shall not be reasonably withheld or delayed.  
  
 10.7 CONSTRUCTION OF AGREEMENT. Each party and counsel for each party  
has reviewed and cooperated in the drafting and preparation of this Agreement.  
As a jointly produced document, this Agreement and its language shall in all  
cases be simply construed according to its fair meaning and not strictly for or  
against any party or the drafter hereof.  
  
 10.8 INDULGENCES NOT WAIVERS. Neither the failure nor any delay on the  
part of a party to exercise any right, remedy, power or privilege under this  
Agreement shall operate as a waiver thereof, nor shall any single or partial  
exercise of any right, remedy, power or privilege preclude any other or further  
exercise of the same or any other right, remedy, power, or privilege with  
respect to any occurrence be construed as a waiver of such right, remedy, power  
or privilege with respect to any other occurrence. No waiver shall be effective  
unless it is in writing and is signed by the party asserted to have granted such  
waiver.  
  
  
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 10.9 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any  
number of counterparts, each of which shall be deemed to be an original as  
against any party whose signature appears thereon, and all of which shall  
together constitute one and the same instrument. This Agreement shall become  
binding when one or more counterparts hereof, individually or taken together,  
shall bear the signatures of all of the parties reflected hereon as the  
signatories. Any photographic or xerographic copy of this Agreement, with all  
signatures reproduced on one or more sets of signature pages, shall be  
considered for all purposes as if it were an executed counterpart of this  
Agreement.  
  
 10.10 PROVISIONS SEPARABLE. The provisions of this Agreement are  
independent and separable from each other, and no provision shall be affected or  
rendered invalid or unenforceable by virtue of the fact that for any reason any  
other or others of them may be invalid or unenforceable in whole or in part;  
provided, however, that the provisions of this Agreement are not separable tot  
he extent that doing so would materially deprive any part of the benefit of its  
bargain as provided for by this Agreement.  
  
 10.11 DISPUTE RESOLUTION. In the event of any dispute under the terms  
of this Agreement, such dispute shall be resolved by binding arbitration under  
the rules of the American Arbitration Association in Los Angeles, California.  
The prevailing party in any arbitration shall be entitled to recover its  
reasonable attorneys fees and costs.  
  
 10.12 NO ADMISSION OF FAULT. This Agreement is entered into solely for  
the purposes set forth herein, and in executing this Agreement none of the  
parties to this Agreement admits any liability or fault with respect to any of  
the matters which are the subject of any release or indemnification under this  
Agreement.  
  
  
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 IN WITNESS WHEREOF, the parties have set their hands as of the date first  
above written.  
  
  
 /s/ Xxxxxx Xxxxxxxx  
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 XXXXXX XXXXXXXX  
  
 /s/ Xxxxxx Xxxxxxx  
 --------------------------------  
 XXXXXX XXXXXXX  
  
 /s/ Xxxxxxx Xxxxxxx  
 --------------------------------  
 XXXXXXX XXXXXXX  
  
 /s/ Xxxx Xxxxxx  
 --------------------------------  
 XXXX XXXXXX  
  
 /s/ Xxxxxx Xxxxx  
 --------------------------------  
 XXXXXX XXXXX  
  
 FOCUS AFFILIATES, INC.  
  
  
ATTEST:  
  
 By: /s/ Xxxxxxx Xxxxx  
 ----------------------------  
------------------------- Xxxxxxx Xxxxx, Chief Executive Officer,  
 President  
  
 and By: /s/ Xxxx Xxxxxxxxx  
 ----------------------------  
 Xxxx Xxxxxxxxx, Chairman of the Board  
  
 INTELLICELL MERGER SUB, INC.  
  
ATTEST:  
  
 By: /s/ Xxxxxxx Xxxxx  
 ----------------------------  
------------------------- Xxxxxxx Xxxxx, Chief Executive Officer,  
 President  
  
 and By: /s/ Xxxx Xxxxxxxxx  
 ----------------------------  
 Xxxx Xxxxxxxxx, Chairman of the Board  
  
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