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BUY-SELL AGREEMENT

[between/among]

{d.companyName}

and

EACH PERSON IDENTIFIED ON SCHEDULE A

dated as of

{d.date}

BUY-SELL AGREEMENT

This Buy-Sell Agreement (this "**Agreement**") is entered into among {d.companyName}, a Illinois corporation, (the "**Company**"), and each Person identified on SCHEDULE A hereto (each, a "**Stockholder**" and collectively, the "**Stockholders**").

RECITALS

WHEREAS, the Company has authorized capital stock consisting of {d.number} shares of common stock, ${d.dollerAmount} par value (the "**Shares**");

WHEREAS, as of the date hereof, the Stockholders own the number and percentage of the issued and outstanding Shares set forth opposite his or her name on SCHEDULE A hereto; and

WHEREAS, the Stockholders deem it in their best interests and in the best interests of the Company to set forth in this Agreement their respective rights and obligations in connection with the sale or transfer of their Shares.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS
   1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this ARTICLE I.

**"Agreement"** has the meaning set forth in the preamble.

**"Applicable Law"** means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority, (b) any consents or approvals of any Governmental Authority and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

**"Book Value"** has the meaning set forth in Section 7.05.

**"Business Day"** means a day other than a Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required to close.

**"Company"** has the meaning set forth in the preamble.

**"Disability"** has the meaning set forth in Section 5.03.

**"Divorce"** means any legal proceeding to terminate or dissolve, or separate the Marital Relationship of a Stockholder, and includes an action for annulment, legal separation, or similar proceeding that involves a judicial division of joint or marital property of the Stockholder and his or her Spouse.

**"Exercising Stockholder"** has the meaning set forth in Section 6.01(c).

**"Government Approval"** means any authorization, consent, approval, waiver, exception, variance, order, exemption, publication, filing, declaration, concession, grant, franchise, agreement, permission, permit, or license of, from or with any Governmental Authority, the giving of notice to, or registration with, any Governmental Authority or any other action in respect of any Governmental Authority.

**"Governmental Authority"** means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

**"Involuntary Transfer"** has the meaning set forth in Section 5.02.

**"Joinder Agreement"** has the meaning set forth in Section 2.04.

**"Life Insurer"** has the meaning set forth in Section 3.02.

**"Marital Relationship"** means a civil union, domestic partnership, marriage, or any other similar relationship that is legally recognized in any jurisdiction.

**"Offered Shares"** has the meaning set forth in Section 5.01.

**"Offering Stockholder"** has the meaning set forth in Section 5.01.

**"Option Shares"** has the meaning set forth in Section 6.01.

**"Organizational Documents"** means the certificate of incorporation, as filed on {d.date} with the Secretary of State of Illinois , and the by-laws of the Company, in each case as amended, modified, supplemented or restated from time to time.

**"Over-Allotment Participating Stockholder"** has the meaning set forth in Section 6.01(c).

**"Person"** means an individual, corporation, limited liability company, partnership, company, joint venture, trust, organization, Governmental Authority or other entity.

**"Policies"** has the meaning set forth in Section 3.02.

**"Purchase Price"**, in connection with a sale of Shares pursuant to this Agreement, has the meaning set forth in Section 7.03 of this Agreement.

**"Remaining Stockholders"** means all Stockholders other than an Offering Stockholder, a Transferring Stockholder or a Terminating Stockholder whose Shares are subject to sale pursuant to Section 5.01, Section 5.02 or Section 5.03.

**"Shares"** has the meaning set forth in the recitals.

**"Spousal Consent"** has the meaning set forth in Section 9.17.

**"Spouse"** means a spouse, a party to a civil union, a domestic partner, a same-sex spouse or partner, or any person in a Marital Relationship with a Stockholder.

**"Spouse's Interest"** has the meaning set forth in Section 4.01.

**"Stipulated Value"** has the meaning set forth in Section 7.01.

**"Stockholders"** has the meaning set forth in the preamble.

**"Terminating Stockholder"** has the meaning set forth in Section 5.03.

**"Termination of Employment of a Stockholder"** has the meaning set forth in Section 5.03.

**"Transfer"** means to, directly or indirectly, sell, transfer, assign, gift, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation or similar disposition of, any Shares owned by a Person or any interest (including a beneficial interest) in any Shares owned by a Person.

**"Transferring Stockholder"** has the meaning set forth in Section 5.02.

**"Valuation Firm"** has the meaning set forth in Section 7.05.

**"Will"** means an instrument executed by a Stockholder that provides for the disposition of property to take effect on and after the death of the Stockholder.

* 1. Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Exhibits and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

1. TRANSFER RESTRICTIONS
   1. General Restrictions on Transfer. Except as otherwise permitted in this Agreement, each Stockholder agrees that such Stockholder will not Transfer any of his or her Shares.
   2. [Additional S-Corporation Restrictions. In addition to any other restrictions contained in this Agreement, the Company's certificate of incorporation, by-laws or elsewhere, the following additional restrictions shall apply in order to protect the Company's S-corporation election:
      1. No Stockholder may Transfer any Shares owned by the Stockholder to any Person if the Transfer may reasonably be expected to result in a termination of the Company's S-corporation election.
      2. Any Stockholder who takes any action, does anything, or fails to take any action or do anything, the result of which would otherwise be to cause the Company's S-corporation election to be terminated involuntarily, and who can take any action that would cure the defect and preserve the Company's S-corporation election, shall take curative action and take any action reasonably required to preserve the Company's S-corporation election.
      3. Every Stockholder agrees to take any action reasonably required, whether as a Stockholder, director, officer or otherwise, to preserve the Company's S-corporation election and to preclude the Company from doing anything that could reasonably be expected to result in the termination of its S-corporation election.

Nothing in this Agreement shall restrict the right of the Stockholders holding [all/a majority{d.precentageIntr}] of the issued and outstanding Shares, acting together and by written instrument, to terminate the Company's S-corporation election, and no damages shall be due to the Company or to any Stockholder on account of such termination.]

* 1. Legend on Share Certificates. In addition to any legends required by Applicable Law, each certificate representing the Shares of the Company now owned or that may hereafter be acquired by the Stockholders shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A BUY-SELL AGREEMENT DATED AS OF [DATE] (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY). NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, ENCUMBRANCE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH BUY-SELL AGREEMENT AND (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH BUY-SELL AGREEMENT."

* 1. Prior Notice of Transfers. Prior notice shall be given to the Company by a Stockholder of any Transfer. Prior to consummation of any Transfer by any Stockholder of any of his or her Shares, such party shall cause (a) any transferee thereof who is not already a party to this Agreement to execute and deliver to the Company a joinder agreement substantially in the form attached hereto as Exhibit A in which such transferee agrees to be bound by the terms and conditions of this Agreement (a "**Joinder Agreement**"); and (b) any Spouse of such transferee to execute and deliver to the Company a Spousal Consent. Upon any Transfer by any Stockholder of any of his or her Shares, in accordance with this Section 2.04 and the other terms and conditions of this Agreement, the transferee thereof shall be substituted for, and shall assume all the rights and obligations under this Agreement of, the transferor thereof.
  2. Transfers in Violation of Agreement. Any Transfer or attempted Transfer of any Shares in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported transferee in any such Transfer shall not be treated (and the purported transferor shall continue to be treated) as the owner of such Shares for all purposes of this Agreement.
  3. Shares Covered. This Agreement shall cover all of the Shares now owned or hereafter acquired by the Stockholders while this Agreement remains in effect.
  4. Future Issuances. The Company may not issue Shares to any Person who is not already a party to this Agreement unless contemporaneously with the issuance of such Shares (a) such Person executes and delivers a Joinder Agreement and (b) such Person's Spouse, if applicable, executes and delivers a Spousal Consent.

1. MANDATORY PURCHASE BY COMPANY UPON DEATH OF STOCKHOLDER
   1. Purchase by Company upon Death of Stockholder. Upon the death of a Stockholder of the Company, the executor, administrator, surviving Spouse or other legal representative of the deceased Stockholder shall sell, and the Company shall purchase, all (but not less than all) of the Shares owned by the deceased Stockholder at the time of his or her death in accordance with the procedures set forth in this ARTICLE III.
   2. Insurance Policies. The Company has purchased life insurance on the lives of the Stockholders from {d.nameInsurenceCompany} (the "**Life Insurer**") whose address is {d.addressInsurenceCompany}. These policies are as follows:

|  |  |  |
| --- | --- | --- |
| Policy Number | Dollar Amount of Policy | Name of Stockholder |

[\_]

[INFORMATION REGARDING EACH POLICY AND STOCKHOLDER]

The policies listed above shall collectively be referred to herein as the "**Policies**" and shall include any life insurance policies subsequently issued on the lives of any of the Stockholders to replace any of the Policies or issued in addition to the Policies in the furtherance of this Agreement. The Company may, at any time, with the written consent of all of the Stockholders, increase or decrease the amount of life insurance carried on the life of any or all Stockholders. If it does so, the Company shall execute any instruments necessary or proper to add to or release from this Agreement the Policies affected by the change.

* 1. Payment of Premiums. The Company shall pay all premiums on the Policies and shall give proof of payment to a Stockholder whenever such Stockholder shall request proof. If a premium on a Policy shall not be paid within 30 Business Days after its due date, the insured Stockholder shall have the right to pay the premium and to be promptly reimbursed by the Company.
  2. Company Ownership of Policies. The Company shall own each of the Policies and may apply any dividends declared and paid on the Policies to the payment of premiums, *provided, however*, that during the term of this Agreement, except as provided in Section 3.02, the Company shall not be allowed to exercise any right of ownership in the Policies except to collect the death benefits thereof nor modify or impair any of the rights or values of the Policies (including, without limitation, borrowing against them).
  3. Stockholder Option to Purchase Life Insurance upon Transfer. If (a) a Stockholder shall Transfer, in accordance with the provisions of this Agreement, all of his or her Shares other than pursuant to this ARTICLE III, (b) this Agreement shall terminate pursuant to ARTICLE VIII, or (c) all of the Shares of a Stockholder shall be released from the terms of this Agreement pursuant to Section 6.05(b), then the Stockholder who Transfers his or her Shares or who has all of his or her Shares released from this Agreement, or each Stockholder in the event of a termination of this Agreement, shall have the right to purchase from the Company any Policy on which such Stockholder is the named insured for an amount equal to the cash surrender value of such Policy as of the effective date of Transfer, release or termination. This right shall be exercisable with the delivery of written notice by a Stockholder within 30 Business Days of the effective date of Transfer, release or termination. If a Stockholder exercises his or her purchase right, the Company shall promptly deliver to the Stockholder the applicable Policy, together with all written documents necessary to convey full title to him or her. If a Stockholder does not exercise this right, the Company may dispose of the Policy.
  4. Insurance Company not a Party. The parties to this Agreement expressly recognize that the Life Insurer shall not be deemed to be a party to this Agreement for any purpose. All obligations of the Life Insurer shall be limited and governed solely by the terms of the Policies.
  5. Collection of Proceeds. On the death of any Stockholder, the Company, as beneficiary, shall file a claim with the Life Insurer and shall collect the proceeds of the Policy or Policies on the deceased Stockholder's life. The executor, administrator, surviving Spouse, or other legal representative of the deceased Stockholder shall sell to the Company, and the Company shall purchase, all of the deceased Stockholder's Shares for the Purchase Price set forth in ARTICLE VII.
  6. If Proceeds Are Greater than Purchase Price. If the Purchase Price of a deceased Stockholder's Shares, as determined pursuant to ARTICLE VII, is less than the value of the proceeds collected from the Policy or Policies on the deceased Stockholder's life, (a) the Company shall purchase the deceased Stockholder's Shares for the Purchase Price in a lump sum and (b) the surplus, if any, shall remain the property of the Company.
  7. If Proceeds Are Less than Purchase Price. If the value of the proceeds of the Policy or Policies on the life of a deceased Stockholder is not sufficient to pay the full Purchase Price of such Stockholder's Shares in a lump sum, the surviving Stockholders and the executor, administrator, surviving Spouse, or other legal representative of the deceased Stockholder shall promptly take action to vote their respective holdings of Shares to reduce the capital of the Company or to take other steps as may be appropriate or necessary in order to enable the Company lawfully to purchase the deceased Stockholder's Shares in a lump sum. If the Company, nevertheless, is unable at that time lawfully to purchase all of the deceased Stockholder's Shares in a lump sum, the Company shall pay (a) the entire value of the proceeds of the Policy or Policies in a lump sum and (b) the balance of the Purchase Price plus accrued interest in {d.numberOfMonth} equal monthly installments, consistent with Applicable Law. These installments shall be represented by a promissory note to be made at the time of the purchase of the deceased Stockholder's Shares, which shall bear interest at the rate of {d.precentageIntr}% per annum. The promissory note shall contain a provision that in case of default in the payment of principal or interest, all remaining amounts shall become immediately due and payable at the election of the executor, administrator, surviving Spouse, or other legal representative of the deceased Stockholder to whom the sums are payable. The Company shall have the right to pay all or any part of the promissory note at any time or times in advance of maturity without penalty by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.
  8. Closing. At the closing of any purchase and sale pursuant to this ARTICLE III, the executor, administrator, surviving Spouse or other legal representative of the deceased Stockholder shall deliver to the Company a certificate or certificates representing all of the Shares owned by the deceased Stockholder at the time of his or her death, accompanied by stock powers with signatures guaranteed and all necessary stock transfer taxes paid and stamps affixed, if necessary, against receipt of the Purchase Price therefor from the Company (either in the form of (a) a lump sum as provided in Section 3.08 or (b) a partial lump sum with the balance evidenced by a promissory note as provided in Section 3.09). All lump sum payments shall be paid by certified or official bank check or by wire transfer of immediately available funds. The closing shall take place not more than 30 Business Days after the Company's receipt of the proceeds of the Policy or Policies on the deceased Stockholder's life.
  9. Provision in Will. Each Stockholder agrees to maintain in effect at all times a Will directing his or her personal representative to carry out the terms of this Agreement and to execute all documents and to take all other appropriate action to effectuate the purposes of this Agreement; but the failure to maintain such Will shall not affect the rights or obligations of any Stockholder or the estate of any Stockholder under this Agreement.

1. MANDATORY PURCHASE BY STOCKHOLDER UPON TERMINATION OF MARITAL RELATIONSHIP
   1. Purchase by Stockholder upon Termination of Marital Relationship. If the Marital Relationship of a Stockholder is terminated by death of the Stockholder's Spouse or by Divorce, and the Stockholder does not succeed to all of the Spouse's interest in the Shares held by the Stockholder at such time (the "**Spouse's Interest**," regardless of whether the interest is characterized as marital, nonmarital or separate property, or as property held as joint tenants), then the Spouse or Spouse's estate shall sell to the Stockholder, and the Stockholder shall purchase, the Spouse's Interest in the Shares for the Purchase Price set forth in ARTICLE VII.
   2. Shares or Interest Owned In Trust. Any Shares or interest therein held by a Stockholder as a trustee of a trust as a result of the death of the Spouse or the Stockholder's Divorce from the Spouse shall be treated as owned by the Stockholder for purposes of this Agreement, and any obligation of a Stockholder to sell or offer to sell the Shares or interest therein includes any Shares or interest therein held by the Stockholder as trustee of the trust.
   3. Lump Sum or Installment Payments. A Stockholder may pay the Purchase Price for the Spouse's Interest in (a) one lump sum by certified or official bank check or by wire transfer of immediately available funds or (b) installment payments evidenced by a promissory note made at the time of purchase, which shall bear interest at the rate of {d.precentageIntr}% per annum. If paid in installment payments, the Stockholder shall pay the Purchase Price plus accrued interest in {d.numberOfMonth} equal monthly installments. The promissory note shall contain a provision that in case of default in the payment of principal or interest, all remaining amounts shall become immediately due and payable at the election of the Spouse or the personal representative of the Spouse's estate to whom the sums are payable. Such Stockholder shall have the right to pay all or any part of the Stockholder's note at any time or times in advance of maturity without penalty by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.
   4. Transfer of Spouse's Interest. In the event that a Spouse's Interest is purchased in accordance with the provisions hereof, upon the execution and delivery of the promissory note or the lump sum payment of the Purchase Price, in each case as provided in Section 4.03, this Agreement shall deem that an automatic Transfer to the relevant Stockholder of the Spouse's Interest being purchased has occurred, and the parties shall perform whatever may be necessary to effectuate and evidence the Transfer.
2. TRIGGERING EVENTS FOR OPTION TO BUY SHARES
   1. Voluntary Transfers. When a Stockholder (the "**Offering Stockholder**") desires to Transfer any or all of his or her Shares (the "**Offered Shares**"), the Offering Stockholder shall give prompt, written, unconditional and irrevocable notice to the Company and the Remaining Stockholders providing that the Company, *first*, and each Remaining Stockholder, *second*, shall have the option to purchase all (but not less than all) of the Offered Shares pursuant to the terms of ARTICLE VI and ARTICLE VII of this Agreement.
   2. Involuntary Transfer. Prior to any Involuntary Transfer of Shares during the life of a Stockholder (the "**Transferring Stockholder"**) for any reason (other than in connection with the Divorce of a Stockholder as addressed in ARTICLE IV of this Agreement), the Transferring Stockholder or the Transferring Stockholder's representative shall give prompt written notice to the Company and the Remaining Stockholders disclosing in full the nature and details of the Involuntary Transfer, and the Company, *first*, and each Remaining Stockholder, *second*, shall have the option to purchase all (but not less than all) of the Shares owned by the Transferring Stockholder at the effective date of the Involuntary Transfer pursuant to the terms of ARTICLE VI and ARTICLE VII of this Agreement. For the purposes hereof, an **"Involuntary Transfer"** includes, but is not limited to, a potential Transfer of Shares that occurs in connection with any of the following: (a) a sale upon execution or in foreclosure of any pledge, hypothecation, lien or charge; (b) a voluntary or involuntary petition under any federal or state bankruptcy, insolvency or related law; (c) the appointment of a receiver; (d) an assignment for the benefit of creditors; (e) attachment, assignment or other collection action; and (f) the appointment of a guardian or conservator for a Stockholder.
   3. Termination of Employment. Upon the Termination of Employment of a Stockholder (the **"Terminating Stockholder"**), the Company, *first*, and each Remaining Stockholder, *second*, shall have the option to purchase all (but not less than all) of the Shares owned by the Terminating Stockholder at the effective date of termination pursuant to the terms of ARTICLE VI and ARTICLE VII of this Agreement. For purposes hereof, (a) **"Termination of Employment of a Stockholder"** means, in the case of any Stockholder who is, or subsequently becomes, an employee of the Company, the earlier of the date of (i) his or her Disability, or (ii) termination of his or her employment for any reason whatsoever (other than his or her death), and (b) **"Disability"** means a Stockholder's inability, due to illness, injury or other disability (either physical or mental), to substantially perform his or her duties and responsibilities to the Company for 180 days out of any 365 day period or 120 consecutive days. In the event of a Termination of Employment of a Stockholder, no written notice shall be required. The Company and the Remaining Stockholders shall be deemed to have received constructive notice as of the effective date of such Termination of Employment of a Stockholder.
3. OPTION PROCEDURES
   1. Exercise of Option. Whenever the Company and the Remaining Stockholders have the option to purchase (x) the Offered Shares of an Offering Stockholder pursuant to the terms of Section 5.01 or (y) all of the Shares owned by a Transferring Stockholder pursuant to the terms of Section 5.02 or a Terminating Stockholder pursuant to Section 5.03 (in each case in (x) or (y), the "**Option Shares**"), the following procedures shall apply:
      1. The initial right of the Company to purchase all (but not less than all) of the Option Shares shall be exercisable with the delivery of a written notice by the Company to the Offering Stockholder, the Transferring Stockholder or the Terminating Stockholder, as the case may be, and the Remaining Stockholders within 30 Business Days of (i) in the case of a voluntary Transfer pursuant to Section 5.01, the receipt of the Offering Stockholder's written notice regarding the Offered Shares, (ii) in the case of an Involuntary Transfer pursuant to Section 5.02, the receipt of the Transferring Stockholder's written notice of Involuntary Transfer, or (iii) in the case of a Termination of Employment of a Stockholder pursuant to Section 5.03, the effective date of Termination of Employment of a Stockholder; *provided, however*, that if a Book Value has to be determined by a Valuation Firm pursuant to Section 7.05, the time period in this Section 6.01(a) shall not commence until the Valuation Firm has delivered its written determination of Book Value to the Stockholders (or the executor, administrator, surviving Spouse or other legal representative of any deceased Stockholder). The Company's written notice of exercise shall be binding upon delivery and irrevocable by the Company.
      2. If the Company does not elect to purchase all of the Option Shares, the Remaining Stockholders, in the aggregate, shall have the right to purchase all (but not less than all) of the Option Shares. For a period of 30 Business Days following the earlier of the expiration of the Company's option period set forth in Section 6.01(a) or receipt of written notice from the Company that it does not elect to purchase the Option Shares, each Remaining Stockholder shall have the right to elect to purchase all (but not less than all) of his or her pro rata portion of the Option Shares by delivering written notice to the Company and the Offering Stockholder, the Transferring Stockholder or the Terminating Stockholder, as the case may be. The pro rata portion of each Remaining Stockholder for purposes of this Section 6.01(b) shall be determined by dividing (i) the number of Shares owned by a Remaining Stockholder by (ii) the total number of Shares owned by all of the Remaining Stockholders. Each Remaining Stockholder's exercise notice shall be binding upon delivery and irrevocable by the Remaining Stockholder.
      3. If the Remaining Stockholders pursuant to Section 6.01(b) do not, in the aggregate, elect to purchase all of the Option Shares, each Remaining Stockholder electing to purchase his or her pro rata portion of the Option Shares in accordance with Section 6.01(b) (each, an **"Exercising Stockholder"**) shall have the right to purchase all (but not less than all) of any remaining Option Shares not elected to be purchased by the other Remaining Stockholders. As promptly as practicable following the expiration of the Remaining Stockholders' option period set out in Section 6.01(b), the Offering Stockholder, Transferring Stockholder or Terminating Stockholder, as the case may be, shall deliver a written notice to each Exercising Stockholder stating the number of remaining Option Shares available for purchase. For a period of 30 Business Days/days following the receipt of such written notice, each Exercising Stockholder shall have the right to elect to purchase all (but not less than all) of the remaining Option Shares by delivering a written notice to the Company and the Offering Stockholder, the Transferring Stockholder or Terminating Stockholder, as the case may be. If more than one Exercising Stockholder delivers an exercise notice pursuant to this Section 6.01(c) (each, an "**Over-Allotment Participating Stockholder**"), the remaining Option Shares shall be allocated pro rata among the Over-Allotment Participating Stockholders based on a fraction determined by dividing (i) the number of Shares owned by such Over-Allotment Participating Stockholder by (ii) the number of Shares owned by all Over-Allotment Participating Stockholders; unless within 30 Business Days following receipt of written notice to that effect, the Over-Allotment Participating Stockholders deliver a joint written notice to the Company and the Offering Stockholder, Transferring Stockholder or Terminating Stockholder, as the case may be, agreeing to a different allocation for all (but not less than all) of the remaining Option Shares. Each Over-Allotment Participating Stockholder's exercise notice shall be binding upon delivery and irrevocable by the Over-Allotment Participating Stockholder.
      4. The failure of the Company or any Remaining Stockholder to deliver an exercise notice by the end of their respective option periods shall constitute a waiver of the applicable rights of first offer under ARTICLE V with respect to the Transfer of such Option Shares, but shall not affect their respective rights with respect to any future Transfers.
   2. Lump Sum or Installment Payments. Any purchaser of Shares pursuant to this ARTICLE VI may pay the applicable Purchase Price in (a) one lump sum by certified or official bank check or by wire transfer of immediately available funds or (b) installment payments evidenced by a promissory note made at the time of purchase, which shall bear interest at the rate of {d.precentageIntr}% per annum. If paid in installment payments, the Stockholder shall pay the Purchase Price plus accrued interest in {d.numberOfMonth} equal monthly installments. The promissory note shall contain a provision that in case of default in the payment of principal or interest, all remaining amounts shall become immediately due and payable at the election of the Person to whom the sums are payable. The purchaser shall have the right to pay all or any part of the purchaser's note at any time or times in advance of maturity without penalty by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment.
   3. Cooperation. Each Stockholder shall take all actions as may be reasonably necessary to consummate any sale that complies with this ARTICLE VI including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.
   4. Closing. At the closing of any purchase and sale pursuant to this ARTICLE VI, the Offering Stockholder, Transferring Stockholder or Terminating Stockholder shall deliver to the Company or the Exercising Stockholders (including any Over-Allotment Participating Stockholder), as the case may be, a certificate or certificates representing the Option Shares to be sold, accompanied by stock powers with signatures guaranteed and all necessary stock transfer taxes paid and stamps affixed, if necessary, against receipt of the promissory note or payment of the lump sum Purchase Price therefor from the Company or the Exercising Stockholders (including any Over-Allotment Participating Stockholder), as the case may be, in each case as provided in [Section 6.02](#a000130).
   5. Failure to Exercise Option.
      1. In the case of an option to purchase the Offered Shares of an Offering Stockholder pursuant to Section 5.01, if neither the Company nor the Remaining Stockholders elect to purchase all of the Offered Shares, then the Offering Stockholder may, during the 60 Business Days period following the expiration of the required periods of such option (which period may be extended for a reasonable time not to exceed 90 Business Days to the extent reasonably necessary to obtain any required Government Approvals), Transfer, subject to Section 2.02 and Section 2.04, all of such Offered Shares on terms and conditions no more favorable to such transferee than those specified in an offer made under or as provided by this Agreement. If the Offering Stockholder does not Transfer the Option Shares within such period, the rights provided hereunder shall be deemed to be revived and the Option Shares shall not be offered to any Person unless first re-offered to the Company and the Remaining Stockholders in accordance with this Agreement.
      2. In the case of an option to purchase the Option Shares of a Transferring Stockholder pursuant to Section 5.02 or a Terminating Stockholder pursuant to Section 5.03, if neither the Company nor the Remaining Stockholders elect to purchase all of the Option Shares, then such Option Shares shall be released from the restrictions imposed by this Agreement (and new certificates representing such Option Shares shall be issued to the Transferring Stockholder or Terminating Stockholder, as the case may be, without the legend and endorsement specified in Section 2.03).
   6. No Further Rights or Obligations. If a Stockholder's Shares are sold in connection with a voluntary Transfer, Involuntary Transfer or Termination of Employment of a Stockholder as described in ARTICLE V and ARTICLE VI, or the Option Shares are released from the restrictions imposed by this Agreement pursuant to Section 6.05(b), the Stockholder shall cease to be a party to this Agreement and shall have no further rights or obligations hereunder, and this Agreement may be amended or terminated without the Stockholder's consent.
4. PURCHASE PRICE
   1. Stipulated Value. As of the date of this Agreement, the value of each Share is agreed to be $[VALUE]. Such value shall remain effective until a new stipulation is agreed to in accordance with Section 7.02 (such per Share value, as updated from time to time, the "**Stipulated Value**").
   2. Value to be Stipulated Annually. Within 120 days after the end of each fiscal year of the Company, the Stockholders shall agree upon the Stipulated Value, to be computed as of the end of such fiscal year. The Stipulated Value shall be agreed to by the Stockholders holding a majority of the issued and outstanding Shares, acting together and by written instrument.
   3. Purchase Price. Except as set forth in Section 7.05, Section 7.06 and Section 7.07, in the event of a sale of Shares pursuant to this Agreement, the Purchase Price shall be the Stipulated Value multiplied by the number of Shares subject to sale (the "**Purchase Price**").
   4. Failure to Stipulate Does Not Invalidate Agreement. The failure of the Stockholders to update the Stipulated Value as provided for herein shall not affect the validity or enforceability of this Agreement.
   5. Book Value. If the parties have not updated the Stipulated Value as provided by Section 7.02 within 24 months immediately preceding the event triggering the sale, then, except as set forth in Section 7.05, Section 7.06 and Section 7.07, the Purchase Price shall be the Book Value multiplied by the number of Shares subject to sale. The "Book Value" shall be determined by dividing (a) the Company's net worth, excluding goodwill, in accordance with the methodology set forth on SCHEDULE B, at the end of the Company's fiscal year which ends nearest to the occurrence of the event triggering the sale by (b) the number of Shares outstanding on the last day of such fiscal year. The Book Value shall be determined by an independent, nationally recognized valuation firm selected by the mutual agreement of the Stockholders, the Company, and the executor, administrator, surviving Spouse or other legal representative of any deceased Stockholder interested in the sale of Shares (the **"Valuation Firm"**). The Book Value shall be computed in accordance with generally accepted accounting principles in effect from time to time. The Company shall provide the Valuation Firm with all reasonably necessary Company financial and other records as the Valuation Firm may request. The Valuation Firm shall deliver its written determination of Book Value within sixty (60) days of its engagement to the Stockholders (and the executor, administrator, surviving Spouse or other legal representative of any deceased Stockholder) and the Company, and such determination of Book Value shall be final, conclusive and binding on the parties. All costs and expenses associated with the retainer or employment of the Valuation Firm to determine the Book Value of any Shares pursuant to this Section 7.05 shall be paid exclusively by the Company.
   6. Value of Decedent's Interest. In the event of a purchase of (a) a deceased Stockholder's interest as provided by ARTICLE III of this Agreement or (b) a deceased Spouse's Interest as provided by ARTICLE IV of this Agreement, the Purchase Price shall not be less than the value of the decedent's interest as finally determined for federal estate tax purposes.
   7. Termination of Marital Relationship. In the event of a purchase of the Spouse's Interest as provided by ARTICLE IV of this Agreement, the Purchase Price shall be (a) the Stipulated Value or, if the parties have not updated the Stipulated Value as provided by Section 7.02 within 24 months immediately preceding the event triggering the sale, the Book Value, multiplied by (b) the number of Shares held by the Stockholder, and multiplied by (c) the fraction or percentage that represents the interest of the Spouse in the Stockholder's Shares. For example, if a divorcing Stockholder has 100 Shares, and the Stipulated Value or Book Value, as applicable, of each Share is determined to be $2.00, and the divorce court awards the Spouse an interest of 40% in the Shares, then the Purchase Price for the Spouse's Interest in the Shares would be $80.00.
5. TERMINATION
   1. Termination. This Agreement shall terminate upon the earliest of:
      1. the consummation of an initial public offering;]
      2. the consummation of a merger or other business combination involving the Company whereby the Shares become listed or admitted to trading on the NASDAQ Stock Market, the New York Stock Exchange or another national securities exchange;
      3. the date on which none of the Stockholders holds any Shares;
      4. the dissolution, liquidation, or winding up of the Company; or
      5. the agreement of the Stockholders holding a majority of the issued and outstanding Shares, acting together and by written instrument.
   2. Effect of Termination.
      1. The termination of this Agreement shall terminate all further rights and obligations of the Stockholders under this Agreement except that such termination shall not affect:
         1. the existence of the Company;
         2. the obligation of any party to this Agreement to pay any amounts arising on or prior to the date of termination, or as a result of or in connection with such termination;
         3. the rights which any Stockholder may have by operation of law as a stockholder of the Company; or
         4. the rights contained herein which by their terms are intended to survive termination of this Agreement.
      2. The following provisions shall survive the termination of this Agreement: this Section 3.05, Section 8.02, Section 9.03, Section 9.11, Section 9.12, Section 9.13, Section 9.14 and Section 9.15.
6. MISCELLANEOUS PROVISIONS
   1. Expenses. Except as set forth in Section 7.05 or as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.
   2. Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Stockholder hereby agrees, at the request of the Company or any other Stockholder, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.
   3. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the [third] day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.03):
      1. To the Company at its principal office address.
      2. To a Stockholder at his or her address set forth on SCHEDULE A attached hereto.
      3. To the Spouse of a Stockholder (1) in care of the Spouse's attorney of record, if applicable, at the attorney's address, or (2) if the Spouse is unrepresented, at the Spouse's last known address.
   4. Agreement Prepared by Company Counsel. Each Stockholder has read this Agreement and acknowledges that:
      1. counsel for the Company prepared this Agreement on behalf of the Company;
      2. the Stockholder has been advised that a conflict may exist between his or her interests, the interests of the other Stockholders, and/or the interests of the Company;
      3. this Agreement may have significant legal, financial planning and/or tax consequences to the Stockholder;
      4. the Stockholder should seek the advice of independent counsel regarding such consequences;
      5. counsel for the Company has made no representations to the Stockholder regarding such consequences; and
      6. the Stockholder has had the opportunity to seek the advice of independent counsel.
   5. Severability.If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
   6. Entire Agreement. This Agreement and the Organizational Documents constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency or conflict between this Agreement and any Organizational Document, the Stockholders and the Company shall, to the extent permitted by Applicable Law, amend such Organizational Document to comply with the terms of this Agreement.
   7. Successors and Assigns; Assignment. Subject to the rights and restrictions on Transfers set forth in this Agreement, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. This Agreement may not be assigned by any Stockholder except as provided in this Agreement (or as otherwise consented to in a prior writing by all of the other Stockholders) and any such assignment in violation of this Agreement shall be null and void.
   8. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective heirs, executors, administrators, legal representations, successor and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
   9. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by the Company and the Stockholders holding a majority of the issued and outstanding Shares; *provided, however*, that any provision of this Agreement requiring the written consent or agreement of the Stockholders holding a higher percentage of the issued and outstanding Shares can only be amended by an instrument in writing executed by the Company and the Stockholders holding such higher percentage of the issued and outstanding Shares]. Any such written amendment, modification or supplements will be binding upon the Company and each Stockholder.
   10. Waiver.No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
   11. Governing Law. This Agreement, including all Exhibits and Schedules hereto, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).
   12. Submission to Jurisdiction.The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in any applicable federal court), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Illinois .

Each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by certified or registered mail to the address set forth in Section 9.03 shall be effective service of process for any suit, action or other proceeding brought in any such court.

* 1. Waiver of Jury Trial.Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
  2. Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of his or her obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).
  3. Remedies Cumulative.The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
  4. Counterparts.This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
  5. Spousal Consent.Each Stockholder who has a Spouse on the date of this Agreement shall cause such Stockholder's Spouse to execute and deliver to the Company a spousal consent in the form of Exhibit B hereto (a "**Spousal Consent**"), pursuant to which the Spouse acknowledges that he or she has read and understood the Agreement and agrees to be bound by its terms and conditions. If any Stockholder has a new Spouse following the date of this Agreement, such Stockholder shall cause such Spouse to execute and deliver to the Company a Spousal Consent within 30 Business Days of becoming a Spouse.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

|  |  |
| --- | --- |
|  | **[NAME OF COMPANY]** |
|  |  |
|  | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |
|  |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [NAME OF STOCKHOLDER]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | [NAME OF STOCKHOLDER'S SPOUSE] |

SCHEDULE A

STOCKHOLDERS

[INSERT STOCKHOLDER CHART]

SCHEDULE B

NEW WORTH CALCULATION METHODOLOGY

[INSERT NET WORTH CALCULATION METHODOLOGY]

Exhibit a

FORM OF JOINDER AGREEMENT

[INSERT FORM OF JOINDER AGREEMENT]

exhibit b

FORM OF SPOUSAL CONSENT

[INSERT FORM OF SPOUSAL CONSENT]