

EXHIBIT B
STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT

BY AND AMONG

YOURTEL AMERICA, INC.,

CLEC, INC.,

**THE RICHARD PAUL YURICH REVOCABLE LIVING TRUST DATED
JUNE 11, 2008,**

THE JASON G. HIRZEL TRUST DATED DECEMBER 20, 2008,

**THE JEFFREY L. WHITE REVOCABLE TRUST DATED SEPTEMBER 1,
2010,**

AND

BARRY L. ANDERSON,

AND

THE SELLERS NAMED HEREIN

December 23, 2010

Section 1.	Purchase and Sale	1
1A.	Purchase and Sale of the Purchased Shares.....	1
1B.	Purchase Price.....	2
1C.	The Closing.....	2
Section 2.	Conditions of the Purchaser's Obligations at the Closing	3
2A.	Representations and Warranties and Covenants.....	3
2B.	Cash in Bank Accounts.....	3
2C.	Litigation	3
2D.	Consents and Approvals	3
2E.	Intentionally Omitted.....	3
2F.	Material Adverse Effect.....	3
2G.	Employment Agreements.	3
2H.	Intentionally Omitted.....	3
2I.	Closing Documents.....	3
2J.	Intentionally Omitted.....	4
2K.	Release of Liens.....	4
2L.	Leases with Property Owned by Garza; Release of YourTel as Guarantor	4
2M.	Shareholders Agreement.....	4
Section 3.	Conditions of the Sellers' Obligations at the Closing.....	4
3A.	Representations and Warranties; Covenants	4
3B.	Intentionally Omitted.....	4
3C.	Litigation	4
3D.	Closing Documents.....	4
3E.	Shareholders Agreement.....	4
Section 4.	Pre-Closing Covenants and Agreements	5
4A.	Best Efforts; Further Assurances.....	5
4B.	Third Party Notices and Consents	5
4C.	Operation of Business.....	5
4D.	Full Access	6
4E.	Press Release and Announcements.....	6
4F.	Notice of Material Developments.....	6
4G.	Shareholder Loans and Cash Advances.....	6
4H.	Notice to Governmental Authorities.....	6
4I.	Obligation to Close.	6
Section 5.	Post-Closing Covenants and Agreements.....	7
5A.	Confidentiality	7
5B.	Intentionally Omitted.....	7
5C.	Reimbursement for Automobiles.....	7
Section 6.	Representations and Warranties Concerning the Corporations.....	7
6A.	Organization, Power and Licenses	7
6B.	Equity Securities and Related Matters; Subsidiaries	7

6C.	Authorization; No Breach.....	9
6D.	Consents.....	9
6E.	Absence of Undisclosed Liabilities	10
6F.	Accounts Receivable	10
6G.	Inventory.....	10
6H.	Product Warranty.....	10
6I.	Product Liability	11
6J.	No Material Adverse Effect.....	11
6K.	Real Property	11
6L.	Absence of Certain Developments	12
6M.	Assets.....	13
6N.	Tax Matters.....	13
6O.	Contracts and Commitments	14
6P.	Intellectual Property Rights	16
6Q.	Litigation, etc.....	17
6R.	Brokerage.....	18
6S.	Insurance.....	18
6T.	Employees	18
6U.	ERISA.....	18
6V.	Compliance with Laws; Permits.....	20
6W.	Environmental and Safety Matters	20
6X.	Affiliate Transactions	21
6Y.	Disclosure	22
Section 7.	Representations and Warranties of the Sellers	22
7A.	Authorization; No Breach.....	22
7B.	Title to Purchased Shares	22
7C.	Brokerage.....	23
7D.	Litigation, etc.....	23
Section 8.	Representations and Warranties of the Purchaser	23
8A.	Authorization; No Breach.....	23
8B.	Consents.....	23
8C.	Brokerage.....	23
Section 9.	Indemnification and Other Agreements	24
9A.	Survival of Representations and Warranties	24
9B.	General Indemnification	24
Section 10.	Definitions	27
Section 11.	Miscellaneous	32
11A.	Fees and Expenses	32
11B.	Remedies.	32
11C.	Consent to Amendments; Waivers	32
11D.	Successors and Assigns	32
11E.	Severability	32

11F.	Counterparts.....	33
11G.	Descriptive Headings; Interpretation.....	33
11H.	Entire Agreement.....	33
11I.	No Third-Party Beneficiaries.....	33
11J.	Cooperation on Tax Matters.....	33
11K.	Schedules and Exhibits.....	33
11L.	Governing Law.....	33
11M.	Notices.....	34
11N.	Waiver of Right to Jury Trial.....	35
11O.	No Strict Construction.....	35
11P.	Recitals.....	36
11Q.	Grantor Trust as Parties.....	36

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of December __, 2010, by and among the Richard Paul Yurich Revocable Living Trust dated June 11, 2008, as amended and restated ("Yurich"), the Jason G. Hirzel Trust dated December 20, 2008, as amended and restated ("Hirzel"), the Jeffrey L. White Revocable Trust dated September 1, 2010, as amended and restated ("White"), and Barry L. Anderson ("Anderson") (Yurich, Hirzel, White and Anderson are collectively referred to as the "Purchaser"), YourTel America, Inc., a Missouri corporation ("YourTel"), CLEC, Inc., a Missouri corporation ("CLEC"), and together with YourTel, collectively the "Corporations" or individually as the "Corporation"), David Garza ("Garza"), Paul Hicks ("Hicks") and Dale Schmick ("Schmick"), and together with Garza and Hicks, collectively, the "Sellers" and individually as a "Seller"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in Section 10 below.

WHEREAS, the Sellers collectively own 500 shares of stock of YourTel, which comprise all of the issued and outstanding equity securities of YourTel and 1000 shares of stock of CLEC, which comprise all of the issued and outstanding equity securities of CLEC;

WHEREAS, subject to the terms and conditions set forth herein, the Purchaser desires to purchase from the Sellers, and the Sellers desire to sell to the Purchaser, 250 shares of stock of YourTel and 500 shares of stock of CLEC for the purchase price of \$999,997.50; and

WHEREAS, Purchaser intends to purchase from YourTel 250 shares of common stock and to purchase from CLEC 500 shares of common stock for the purchase price of \$999,997.50. (collectively the "New Issued Shares");

WHEREAS, immediately following the consummation of the transactions contemplated by this Agreement, YourTel will have 750 shares of common stock issued and outstanding, which will be owned as follows: (i) 255 by Yurich, (ii) 145 by Hirzel, (iii) 75 by White, (iv) 25 by Anderson, (v) 200 by Garza, (vi) 25 by Hicks and (iv) 25 by Schmick.

WHEREAS, immediately following the consummation of the transactions contemplated by this Agreement, CLEC will have 1500 shares of stock issued and outstanding, which will be owned as follows: (i) 510 by Yurich, (ii) 290 by Hirzel, (iii) 150 by White, (iv) 50 by Anderson, (v) 400 by Garza, (vi) 50 by Hicks and (iv) 50 by Schmick.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (the "Parties") hereby agree as follows:

Section 1. Purchase and Sale

1A. Purchase and Sale of the Purchased Shares. At the time of execution of this Agreement, subject to the terms and conditions set forth in Sections 2 and 3 below, as applicable, the Purchaser shall purchase from the corporations and the Sellers, and the corporations and the Sellers shall sell, transfer, and deliver to the Purchaser, that number of shares of common stock of YourTel and CLEC set forth opposite each Seller's name under the

heading "Purchased Shares and New Issued Shares" on Purchase Schedule 1A (collectively, the "Purchased Shares").

1B. Purchase Price. The aggregate purchase price for the Purchased Shares (the "Purchase Price") shall be \$1,333.33 per share of YourTel and \$1,333.33 per share of CLEC, payable as follows: (i) \$500,000 to the Corporations at Closing (the "Initial Cash Consideration"); (ii) \$499,995 to the Corporations (the "Initial Escrow Consideration") to be held in escrow pursuant to the escrow agreement (the "Escrow Agreement") attached hereto as Exhibit 1B; (iii) a deferred payment of \$500,000 to the Sellers pro-rata six (6) months after closing subject to any setoffs as set forth herein, and (iv) a deferred payment of \$500,000 to the Sellers pro-rata twelve (12) months after closing to any setoffs as set forth herein. The amounts referenced in 1B(iii) and (iv) shall be referred to as the "Deferred Payments". Interest shall be due on the deferred payment at the minimum applicable federal rate (AFR) allowed for payments of this type, currently 0.32% apr. The Deferred Payment shall be secured by a pledge agreement. The parties agree that the Purchasers will wire the Initial Cash Consideration and the Initial Escrow Consideration to the YourTel bank account. Yurich, as the new President of YourTel will then authorize either a wire-transfer to David Garza (to pay back the loan Garza made to YourTel and for certain deferred compensation) in the amount of \$500,000. At such time as Garza has produced a letter signed by IronStone Bank that YourTel has been released as a guarantor under that certain note between ANG, LLC and IronStone Bank, then Richard Yurich, as President of YourTel shall release the remaining amounts owed to David Garza. Notwithstanding the foregoing, the parties agree that the Corporations, as applicable, shall allocate the funds of the Initial Cash Consideration and the Initial Escrow Consideration (but subject to the time conditions set forth above) as set forth on Exhibit 1B-1 attached hereto.

1C. The Closing.

(i) The Parties anticipate executing this Agreement and transferring, as applicable, the Purchased Shares to Purchasers; Purchaser paying the Initial Cash Consideration to the corporations, and the Initial Escrow Consideration to the escrow agent upon execution of this Agreement but for closing not to occur until certain other conditions are fulfilled as set forth herein including but not limited to obtaining necessary regulatory approval

(ii) The closing of the purchase and sale of the Purchased Shares, the New Issued Shares and the transactions relating thereto (the "Closing") will take place at the offices of Hartzog Conger Cason & Neville, 201 Robert S. Kerr Avenue, 1600 Bank of Oklahoma, Oklahoma City, Oklahoma, or at such other place as the Purchaser and the Sellers shall mutually agree, on the date hereof. The date and time of the Closing are referred to as the "Closing Date." At the Closing, subject to the satisfaction or waiver of each of the conditions specified in Sections 2 and 3 below:

(iii) The Purchaser will authorize the release of the \$500,000 held in Escrow and the Sellers will authorize the release of the Purchased Shares held in Escrow.

(iv) The Sellers will deliver to the Purchaser documents prepared by the Purchaser which transfer ownership of all of the Purchased Shares to the Purchaser, subject to the Promissory Note and Pledge Agreement.

Section 2. Conditions of the Purchaser's Obligations at the Closing. The obligation of the Purchaser to take the actions set forth in Section 1 above is subject to the satisfaction as of the Closing of the following conditions:

2A. Representations and Warranties and Covenants. The representations and warranties contained in Sections 6 and 7 hereof shall be true and correct in all material respects as of the Closing and the Corporations and the Sellers shall have performed in all material respects all of the covenants required to be performed by any Corporation or Seller hereunder prior to the Closing.

2B. Cash in Bank Accounts. As of execution of this Agreement, the cash flow projection (the "Cash Flow Projection") for the Corporations is set forth on Exhibit 2B attached hereto. Such Cash Flow Projection shall accurately reflect, among other things, the total cash then existing in the Corporations' bank accounts.

2C. Litigation. Except as set forth on the Schedule 2C, no suit, action or other proceeding, or injunction, order, decree or judgment relating thereto, shall be threatened or shall be pending.

2D. Consents and Approvals. The Sellers and the Corporations shall have made all filings and shall have obtained and delivered to the Purchaser all governmental and/or third party permits, authorizations, consents and approvals required to be obtained by any Sellers or Corporation to consummate the transactions contemplated by this Agreement, (the "Consents") as set forth on Schedule 2D.

2E. Intentionally Omitted.

2F. Material Adverse Effect. Since October 31, 2010, there has occurred no fact or event, or no circumstance has existed or is existing which has had or could reasonably be expected to have a Material Adverse effect, except as disclosed on Schedule 2F.

2G. Employment Agreements. The Corporations shall have entered into employment agreements with the Sellers (the "Employment Agreements"), and such Employment Agreements shall be prepared by the Purchaser's counsel and in full force and effect as of the Closing.

2H. Intentionally Omitted.

2I. Closing Documents. At the Closing, the Corporations and the Sellers shall have delivered to the Purchaser all of the following:

(i) a certificate of an officer of each Corporation, dated as of the Closing Date stating that the conditions specified in Sections 2A, 2D and 2F have been fully satisfied;

(ii) copies of all Consents;

(iii) such other documents relating to the transactions contemplated by this Agreement as the Purchaser or its special counsel may reasonably request.

2J. Intentionally Omitted.

2K. Release of Liens. Each Corporation shall have obtained releases of all Liens (other than any Permitted Liens) relating to the assets and properties of such Corporation and shall have delivered satisfactory evidence, as determined by the Purchaser, of such releases to the Purchaser, except as set for on schedule 2K.

2L. Leases with Property Owned by Garza; Release of YourTel as Guarantor. Upon execution of this Agreement, the property leases between each Corporation and Garza (or any entity that is owned or controlled by Garza) including, but not limited to the leases for store Numbers 302 and HQ, shall terminate and have no further force or effect. The Corporations and Garza (or any entity that is owned or controlled by Garza) intend to negotiate new leases after the execution of this Agreement. Prior to or contemporaneous with the execution of this Agreement, YourTel shall be removed as a guarantor under those certain loans with respect to the leased properties.

2M. Shareholders Agreement. Each of the Corporation, the Purchaser, and the Sellers shall have entered into a Shareholders Agreement with respect to their stock in each Corporation.

Section 3. Conditions of the Sellers' Obligations at the Closing. The obligation of each of the Sellers to take the actions set forth in Section 1 above is subject to the satisfaction as of the Closing of the following conditions:

3A. Representations and Warranties; Covenants. The representations and warranties contained in Section 8 hereof shall be true and correct in all material respects at and as of the Closing as though then made and as though the Closing Date was substituted for the date of this Agreement throughout such representations and warranties, and the Purchaser shall have performed in all material respects all of the covenants required to be performed by the Purchaser prior to the Closing.

3B. Intentionally Omitted.

3C. Litigation. No suit, action or other proceeding, or injunction, order, decree or judgment relating thereto, shall be threatened or shall be pending in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated hereby and no injunction, judgment, order, decree or ruling with respect thereto shall be in effect.

3D. Closing Documents. At the Closing, the Purchaser shall have delivered to the Sellers a certificate of an officer of the Purchaser, dated the Closing Date, stating that the conditions specified in Section 3A shall have been fully satisfied.

3E. Shareholders Agreement. Each of the Corporations, the Purchaser, and the Seller shall have entered into a Shareholders Agreement with respect to their equity holdings in each Corporation.

Section 4. Pre-Closing Covenants and Agreements. Each of the Parties agrees as follows with respect to the period between the date of this Agreement and the Closing:

4A. Best Efforts; Further Assurances. Subject to the terms and conditions herein, each of the Parties shall use its commercially reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement and to fulfill all of the conditions set forth in Sections 2 and 3 above and the execution and delivery of the agreements and instruments contemplated hereby to be executed and delivered at the Closing. In the event any claim, action, suit, investigation or other proceeding by any Governmental Authority or other Person is commenced which questions the validity or legality of the transactions contemplated hereby or seeks damages in connection therewith, the Parties agree to cooperate and use commercially reasonable best efforts to defend against such claim, action, suit, investigation or other proceeding and, if an injunction or other order is issued in any such action, suit or other proceeding, to use reasonable best efforts to have such injunction or other order lifted, and to cooperate reasonably regarding any other impediment to the consummation of the transactions contemplated hereby.

4B. Third Party Notices and Consents. The Sellers shall and shall cause each Corporation to use their respective best efforts to (i) give required notices to third parties, and (ii) obtain any required Consents.

4C. Operation of Business. Each of the Corporations shall, and the Sellers shall cause each Corporation to, operate the Business only in the usual and ordinary course of business consistent with past custom and practice and in accordance with all Laws and will preserve the goodwill and organization of its business and the relationships with its customers, suppliers, employees and other Persons having business relations with each Corporation. Without limiting the generality of the foregoing, prior to the Closing, without the prior written consent of the Purchaser, subject to Schedule 4C each Corporation and each of the Sellers covenant that:

(i) the Corporations shall not, and each of the Sellers shall cause the Corporations to not, directly or indirectly, except as expressly contemplated by this Agreement, take or omit to take any action that would require disclosure under Section 6M below or that would otherwise result in a breach of any of the representations, warranties or covenants made by the Corporations or the Sellers in this Agreement;

(ii) the Corporations will, and each of the Sellers shall cause the Corporations to, use its commercially reasonable best efforts to (1) preserve intact the organization and goodwill of the Corporations, (2) keep available the services of each of its officers, employees and sales representatives to the extent it is in the best interests of the Corporations to do so, and (3) maintain satisfactory relationships with each of its material suppliers and customers to the extent it is in the best interests of the Corporations to do so; and

(iii) the Corporations shall not, and each of the Sellers shall cause the Corporations to not, sell, assign, transfer, lease, license, or abandon any of its assets, tangible or

intangible, except in the ordinary course of business consistent with past custom and practice for a fair consideration.

4D. Full Access. The Corporations shall, and each of the Sellers shall cause the Corporations to, afford, and cause its affiliates, officers, directors, employees, attorneys, accountants, advisors and other agents (the "Corporation Personnel") to afford, to the Purchaser, its financing sources and the Purchaser's accounting, legal and other representatives full and complete access at all reasonable times to all premises, properties, accountants and Corporation Personnel of the Corporations and the Business and to all business, financial, legal, real estate, tax, compensation and other data and information (including all books, records, contracts, customer lists, other documents and records and any working papers of the Corporation Personnel) concerning the Corporations and the Business and its affairs and operations as requested by the Purchaser or its representatives or agents; provided that any access granted by this Section 4D (i) shall be scheduled by contacting any of the Sellers or any of their designees and (ii) shall not unduly disrupt the Corporations' business.

4E. Press Release and Announcements. None of the Corporations nor the Sellers, on the one hand, nor the Purchaser, on the other hand, or any of their respective representatives shall make any public announcement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other. The foregoing notwithstanding, any such public announcement may be made if required by applicable law or a securities exchange rule, provided that the Party required to make such public announcement shall provide notice with the other Parties concerning the timing and content of such public announcement before the same is made.

4F. Notice of Material Developments. Each Party shall give prompt written notice to the other Parties, at such time as the Party has knowledge, of (i) any breaches of any of its representations or warranties contained in this Agreement, (ii) any breach of any covenant hereunder by such Party, and (iii) any other material development which would render any of the conditions in Section 2 or 3 incapable of being satisfied.

4G. Shareholder Loans and Cash Advances. Immediately prior to Closing, each loan and cash advance to shareholders and/or entities owned by shareholders of the Corporations as set forth on the most recent financial statements shall be paid in full.

4H. Notice to Governmental Authorities. In the event notice of the contemplated transactions is required by any Governmental Authority, the Sellers and the Corporations shall take all necessary actions to give the requisite notice to such Governmental Authority.

4I. Obligation to Close. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any provisions which provide conditions precedent to closing, Purchaser and Sellers acknowledge that at the time this Agreement is mutually executed that each party shall be absolutely and unconditionally obligated to close this transaction and that notwithstanding the right of either party set forth herein to terminate this Agreement prior to closing, that each party by their initial signature to this Agreement is acknowledging satisfaction

in full of any and all conditions and that the only remaining event to take place prior to the mandatory closing is obtaining necessary governmental approval.

Section 5. Post-Closing Covenants and Agreements.

5A. Confidentiality. In consideration of the mutual covenants contained herein, each of the Sellers agrees that, for all times after execution of the Agreement, except as required by law or court order, he shall not, directly or indirectly, disclose to any unauthorized Person or use for his or her own account any Confidential Information unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a result of such Seller's acts or omissions to act. Each of the Sellers further agrees to use his or her commercially reasonable best efforts and diligence to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss or theft.

5B. Intentionally Omitted.

5C. Reimbursement for Automobiles. As of the date this Agreement is executed, the Corporations shall no longer be authorized to reimburse the Sellers or any other Person for loan amounts and insurance amounts paid by such Seller or such other Person for their personally owned automobiles.

Section 6. Representations and Warranties Concerning the Corporations. As a material inducement to the Purchaser to enter into this Agreement and purchase the Purchased Shares hereunder, each of the Sellers, jointly and severally, hereby represents and warrants to the Purchaser that the following statements contained in this Section 6 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though then made and as though the Closing Date was substituted for the date of this Agreement throughout this Section 6):

6A. Organization, Power and Licenses. Each of the Corporations is a corporation duly organized, validly existing and in good standing under the Laws of its state of formation and is duly authorized to conduct business in every jurisdiction where such qualification is required, and such jurisdictions are set forth on the Schedule 6A attached hereto. Each of the Corporations possesses all requisite corporate power and authority and all licenses, permits, and authorizations necessary to own and operate its properties, to carry on its businesses as now conducted and presently proposed to be conducted and to carry out the transactions contemplated by this Agreement. The copies of the formation and organization documents, bylaws and other governing agreements which have been furnished to the Purchaser reflect all amendments made thereto at any time prior to the date of this Agreement and are correct and complete. The minute books, the certificate books and the record books of each of the Corporations are correct and complete.

6B. Equity Securities and Related Matters; Subsidiaries. As of immediately prior to the execution of this agreement, the issued equity securities of the YourTel consists of 500- shares of common stock (the "YourTel Shares") and the issued equity securities of the CLEC consists of 1000 shares of common stock (the "CLEC Shares"), and New Issued Shares of 250 shares of common stock of YourTel and New Issued Shares of 500 Shares of common stock

of CLEC. As of immediately prior to execution of this Agreement, there are 30,000 authorized shares of common stock of YourTel and 30,000 authorized shares of common stock of CLEC. As of the date hereof, the Purchased Shares and New Issued Shares constitute 100% of YourTel and CLEC and are held beneficially and of record by the Sellers (free and clear of all Liens) as set forth on Schedule 6B attached hereto. Schedule 6B(i) attached hereto, sets forth the capitalization of each of the Corporations and the name of each Person holding any equity securities of the Corporations, any securities convertible or exchangeable for any equity securities of the Corporations and any options or other rights to purchase equity securities of the Corporations and the amount and type of such securities or options or rights held by such Persons as of the Closing Date and immediately thereafter. Neither of the Corporations has outstanding (1) any equity securities convertible or exchangeable for any of its equity securities or containing any profit participation features, nor any rights or options to subscribe for or to purchase its equity securities or (2) any equity securities convertible into or exchangeable for its equity securities or any equity appreciation rights or phantom equity or similar plans or rights. Neither of the Corporations is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any of its equity securities or any warrants, options or other rights to acquire its equity securities. As of the Closing and immediately thereafter, all of each Corporation's equity securities shall be validly issued, fully paid and non assessable.

(i) Neither Corporation has violated any applicable federal or state securities laws in connection with the offer, sale or issuance of any of its equity securities or the offer, sale or issuance of any of its debt securities. There are no voting trusts, proxies, or other agreements or understandings among either Corporation's shareholders or any other Person with respect to the voting, transfer or registration of either Corporation's equity securities or with respect to any other aspect of either Corporation's affairs, except for a Shareholders Agreement between YourTel and Sellers which shall be deemed null and void upon execution of this Agreement.

(ii) Schedule 6B(iii) sets forth for each Corporation Subsidiary, if any, (i) its name and jurisdiction of formation, (ii) the number of authorized equity securities of each class of its equity securities, (iii) the number of issued and outstanding equity securities of each class of its equity securities, the names of the holders thereof, and the number of equity securities held by each such holder, and (iv) the number of equity securities held in treasury. All of the issued and outstanding equity securities of each subsidiary have been duly authorized and are validly issued, fully paid, and non assessable. The Corporation and each subsidiary holds of record and owns beneficially all of the outstanding equity securities of each subsidiary, free and clear of any restrictions on transfer (other than restrictions under the Securities Act and state securities laws), Taxes, Security Interests, options, warrants, purchase rights, contracts, commitments, equities, claims, and demands. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require any of the Corporations or the subsidiaries to sell, transfer, or otherwise dispose of any equity securities of any of its subsidiaries or that could require any subsidiary to issue, sell, or otherwise cause to become outstanding any of its own equity securities. There are no outstanding equity appreciation, phantom equity, profit participation, or similar rights with respect to any subsidiary. There are no voting trusts, proxies, or other agreements or understandings with respect to the voting of any equity securities of any subsidiary. None of the Corporations or the subsidiaries controls directly or indirectly or has any direct or indirect equity

participation in any corporation, partnership, trust, or other business association which is not a subsidiary.

6C. Authorization; No Breach. The Sellers' and each Corporation's execution, delivery and performance of this Agreement and all other agreements and instruments contemplated hereby to which such person is a party have been duly authorized by such person. This Agreement constitutes a valid and binding obligation of the Sellers and the Corporations, enforceable in accordance with its terms, except as such enforceability may be limited by (x) applicable insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally and (y) applicable equitable principles (whether considered in a proceeding at law or in equity), and all other agreements and instruments contemplated hereby to which the Corporations or any subsidiary is a party, when executed and delivered by the Corporations in accordance with the terms hereof, shall each constitute a valid and binding obligation of the Corporations or such subsidiary, enforceable in accordance with its terms, except as such enforceability may be limited by (a) applicable insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally and (b) applicable equitable principles (whether considered in a proceeding at law or in equity). Except as set forth on the attached Schedule 6C, the execution and delivery by the Sellers and the Corporations of this Agreement and all other agreements and instruments contemplated hereby to which any such person is a party, and the fulfillment of and compliance with the respective terms hereof and thereof by the Corporations or such subsidiary do not and shall not (i) conflict with or result in a breach of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any Lien upon either Corporation's or any of the subsidiaries' equity securities or assets pursuant to, (iv) give any third party the right to modify, terminate or accelerate any obligation under, (v) result in a violation of, or notice or declaration to, the formation and organization documents or bylaws of the Corporations, or any Law to which the Corporations or any subsidiary is subject, or any order, judgment or decree or any material agreement or instrument to which the Corporations are subject.

6D. Consents. No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Entity or other third party is necessary for the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby or thereby, except as set forth on the attached Schedule 6D. Financial Statements. Attached hereto as Schedule 6E are the following financial statements:

(i) the balance sheets of the Business as of December 31, 2008 and December 31, 2009, and the related statements of income and cash flows (or the equivalent) of the Business for the respective twelve-month period then ended (the "Latest Balance Sheet"); and

(ii) as of the Closing Date, the unaudited balance sheets of each Corporation as of December 31, 2009, and the related statements of income and cash flows (or the equivalent) of the Business for the respective month then ending.

Except as set forth on Schedule 6E, all of the foregoing financial statements (including in all cases the notes thereto, if any) are correct and complete and are consistent with the books and records of the Business (which books and records are correct and complete) and fairly presents

the financial condition, operating results and cash flows of the Business and have been prepared in accordance with GAAP consistently applied throughout such financial statements and the periods covered thereby, subject in the case of the unaudited financial statements to the absence of footnote disclosure and year end adjustment.

6E. Absence of Undisclosed Liabilities. Except as set forth on Schedule 6F, none of the Corporations, the subsidiaries or the Business has any obligation or liability (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due and regardless of when asserted) arising out of transactions entered into at or prior to the date hereof, or any action or inaction at or prior to the date hereof, or any state of facts existing at or prior to the date hereof (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, or demand against the Corporations, the subsidiaries or the Business giving rise to any liability), other than: (i) liabilities set forth on the liabilities side the Latest Balance Sheet (excluding any notes thereto), (ii) liabilities and obligations which have arisen after the date of the Latest Balance Sheet in the ordinary course of business (none of which is a liability resulting from breach of contract, breach of warranty, tort, infringement, claim or lawsuit and none of which, either individually or in the aggregate, is material) and (iii) other liabilities and obligations expressly disclosed on Schedule 6F.

6F. Accounts Receivable. All notes and accounts receivable reflected on the Latest Balance Sheet (net of allowances for doubtful accounts as reflected thereon and as determined in accordance with GAAP consistently applied with respect to each such financial statement) are or shall be valid receivables arising in the ordinary course of business consistent with past custom and practice, subject to no setoffs or counterclaims, and are current and collectible, except as shown on Schedule 6G.

6G. Inventory. The inventory of the Corporations, the subsidiaries and the Business consists of purchased parts, all of which is merchantable and fit for the purpose for which it was procured, and none of which is slow moving, obsolete, damaged, or defective, subject only to the reserve for inventory shown on the Latest Balance Sheet (as determined in accordance with GAAP consistently applied with respect to each such financial statement), and such inventory consists or shall consist of a quantity and quality usable and saleable in the ordinary course of business consistent with past custom and practice, except as shown on Schedule 6H.

6H. Product Warranty. All products sold, leased or delivered by the Corporations, the Sellers, the subsidiaries and the Business have been in conformity with all applicable contractual commitments and all express and implied warranties, and none of the Corporations, the Sellers, the subsidiaries or the Business has any liability (and, to each Corporation's and the Sellers' knowledge, there is no reasonable basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against it giving rise to any such liability) for replacement or repair thereof or other damages in connection therewith in excess of past custom and practice and experience. No products sold, leased or delivered by the Corporations, the Sellers, the subsidiaries or the Business and no services rendered by the Corporations, the Sellers, the subsidiaries or the Business are subject to any Guarantee, warranty or other indemnity beyond the applicable standard terms and conditions of such sale, lease or service. The attached Schedule 6I includes copies of such standard terms and

conditions of sale, lease and service for the Business (containing applicable guaranty, warranty and indemnity provisions).

6I. Product Liability. None of the Corporations, the Sellers, the subsidiaries or the Business has any Liability (and to their knowledge there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any Liability) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product sold, leased, or delivered by any of the Corporations, the Sellers, the subsidiaries or the Business.

6J. No Material Adverse Effect. Since October 31, 2010, there has occurred no fact or event, or no circumstance has existed or is existing which has had or could reasonably be expected to have a Material Adverse effect, except as disclosed on Schedule 2F

6K. Real Property.

(i) Neither the Corporations nor the subsidiaries own any real property.

(ii) The attached Schedule 6L sets forth a list of all leases, subleases and other occupancy agreements, including all amendments, extensions and other modifications (the "Leases") for real property (the "Leased Real Property") to which the Corporations or any subsidiary is a "tenant," "subtenant" or other lessee party. The Corporations or its applicable subsidiary has a good and valid leasehold interest in and to all of the Leased Real Property, subject to no Liens except Permitted Liens. Each Lease is in full force and effect and is enforceable in accordance with its terms. There exists no default or condition which, with the giving of notice, the passage of time or both, could become a default under any Lease. The Corporations and the Sellers have previously delivered to Purchaser true and complete copies of all the Leases. Except as described on Schedule 6L, no consent, waiver, approval or authorization is required from the landlord under any Lease as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby.

(iii) The Leased Real Property constitutes all of the real property leased, occupied or otherwise utilized in connection with the Business. Other than the Corporations and the subsidiaries, there are no parties in possession or parties having any current or future right to occupy any of the Leased Real Property. The Leased Real Property is in good condition and repair and is sufficient and appropriate for the conduct of the Business. The Leased Real Property and all plants, buildings and improvements located thereon conform to all applicable building, zoning and other laws, ordinances, rules and regulations. All permits, licenses and other approvals necessary to the current occupancy and use of the Leased Real Property have been obtained, are in full force and effect and have not been violated. There exists no violation of any covenant, condition, restriction, easement, agreement or order affecting any portion of the Leased Real Property. There is no pending or any threatened condemnation proceeding affecting any portion of the Leased Real Property. There are no outstanding options or rights of first refusal with respect to the purchase or use of any of the Leased Real Property, any portion thereof or interest thereon.

6L. Absence of Certain Developments. Except as expressly contemplated by this Agreement or as set forth on the attached Schedule 6M, since October 31, 2010, there has occurred no fact or event, or no circumstance has existed or is existing which has had or could reasonably be expected to have a Material Adverse effect, and each of the Corporations, the Sellers and the subsidiaries has conducted the Business only in the ordinary course of business consistent with past custom and practice, and none of the Corporations, the Sellers, the subsidiaries or the Business has issued any notes, bonds or other debt securities or any equity securities or any securities or rights convertible, exchangeable or exercisable into any equity securities;

(ii) incurred any Indebtedness, other than any Indebtedness incurred in the ordinary course of business consistent with past custom and practice;

(iii) discharged or satisfied any material Lien or paid any material obligation or liability, other than current liabilities paid in the ordinary course of business consistent with past custom and practice;

(iv) mortgaged or pledged or imposed any security interest upon any of its properties or assets, tangible or intangible, or subjected them to any Lien, except Permitted Liens;

(v) sold, assigned, transferred, leased, licensed or abandoned any of its assets, tangible or intangible (including the Intellectual Property Rights), other than in the ordinary course of business consistent with past custom and practice for a fair consideration;

(vi) made or granted any bonus or any wage or salary increase or made any other change in employment to any director, officer, employee or group of employees (except as required by pre-existing contracts described on the attached Schedule 6P), or made or granted any increase in any bonus, profit sharing, incentive, severance, or other employee benefit plan, contract or arrangement, or amended or modified or terminated any existing employee benefit plan or arrangement or adopted any new employee benefit plan or arrangement;

(vii) entered into any employment contract or collective bargaining agreement, written or oral, or modified the terms of any such existing contracts or agreements;

(viii) made capital expenditures or commitments therefore that aggregate in excess of \$25,000 except in the ordinary course of business consistent with past custom and practice;

(ix) delayed, postponed or canceled the payment of any accounts payable or any other liability or obligation or agreed or negotiated with any party to extend the payment date of any accounts payable or accelerated the collection of any accounts or notes receivable;

(x) made any loans or advances to, Guarantees for the benefit of, or any Investments in, any Persons or formed any Subsidiary;

(xi) suffered any damage, destruction or casualty loss exceeding in the aggregate \$25,000, whether or not covered by insurance, or experienced any material changes in the amount and scope of insurance coverage;

(xii) made any change in any method of accounting or accounting policies or its cash management processes, other than those required by GAAP which have been disclosed in writing to the Purchaser, or made any write-down in the value of its inventory that is other than in the ordinary course of business consistent with past custom and practice;

(xiii) directly or indirectly engaged in any transaction, made any loan to or entered into any arrangement with any officer, director, partner, shareholder, employee or other Affiliate of the Corporations;

(xiv) amended formation and organization documents, operating agreements, or other organizational documents;

(xv) granted any license or sublicense of any rights under or with respect to any Intellectual Property Rights;

(xvi) canceled, compromised, waived, or released any right or claim (or series of related rights and claims) involving more than \$25,000;

(xvii) accelerated, terminated, modified, or canceled any agreement, contract or license (or series of related agreements, contracts, or licenses) involving more than \$10,000 to which any of the Corporations and the subsidiaries is a party or by which any of them is bound except in the ordinary course of business consistent with past custom and practice;

(xviii) experienced any other occurrence, event, incident, or taken any action or omitted to take any action which would have a Material Adverse Effect; or

(xix) agreed, whether orally or in writing, to do any of the foregoing.

6M. Assets.

(i) Except as set forth on Schedule 6N(i) attached hereto, each of the Corporations and the subsidiaries has good and valid title to, or a valid leasehold interest in, the properties and assets, tangible or intangible, used by it, located on its premises or shown on the Latest Balance Sheet or acquired thereafter, free and clear of all Liens, except for (a) properties and assets disposed of in the ordinary course of business since the date of the Latest Balance Sheet and (b) Permitted Liens.

(ii) Except as set forth on the Schedule 6N(ii), the Corporations and the subsidiaries collectively own, have a valid leasehold interest in, or have a valid license to use, all the assets, properties and rights, whether tangible or intangible, necessary for the conduct of the Business as presently conducted and as presently proposed to be conducted.

6N. Tax Matters.

(i) Except as set forth on the attached Schedule 6O:

(a) each of the Corporations and the subsidiaries has filed all Tax Returns which it is required to file under applicable Laws, and all such Tax Returns are complete and correct and have been prepared in compliance with all applicable laws and regulations;

(b) each of the Corporations and the subsidiaries has paid all Taxes due and owing by it (whether or not such Taxes are shown or required to be shown on a Tax Return) and has withheld and paid over to the appropriate taxing authority all Taxes which it is required to withhold from amounts paid or owing to any employee, shareholder, creditor or other third party;

(c) none of the Corporations or the subsidiaries has waived any statute of limitations with respect to any Taxes or agreed to any extension of time for filing any Tax Return which has not been filed; and none of the Corporations or the subsidiaries has consented to extend to a date later than the date hereof the period in which any Tax may be assessed or collected by any Taxing Authority;

(d) no foreign, federal, state or local tax audits or administrative or judicial proceedings are pending or being conducted with respect to the Corporations or the subsidiaries;

(e) there are no material unresolved questions or claims concerning either Corporation's Tax liability (or any Tax liability of any of the subsidiaries);

(f) no claim has ever been made by a taxing authority in a jurisdiction where the Corporations (or any subsidiary) does not file Tax Returns that the Corporations (or any such subsidiary) so not filing is or may be subject to Taxes assessed by such jurisdiction or a filing requirement in that jurisdiction;

(g) none of the Corporations or the subsidiaries is a party to or bound by any Tax allocation or Tax sharing agreement;

(h) there are no Liens for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Corporations or the subsidiaries; and

(i) each Corporation is properly treated as a s-corporation for federal income tax purposes. Each subsidiary is properly treated as a disregarded entity for federal income tax purposes.

6O. Contracts and Commitments.

(i) Except as expressly contemplated by this Agreement or as set forth on the attached Schedule 6P, none of the Corporations or the subsidiaries is a party to or bound by any written or oral:

(a) pension, profit sharing, equity option, employee equity purchase or other plan or arrangement providing for deferred or other compensation to its current or former directors, officers or employees or any other employee benefit plan, arrangement or practice, whether formal or informal;

(b) collective bargaining agreement or any other contract with any labor union, or severance agreements, programs, policies or arrangements;

(c) management agreement or contract for the employment of any officer, individual employee or other Person on a full-time, part-time, consulting or other basis (i) providing annual cash or other compensation in excess of \$10,000, (ii) providing for the payment of any cash or other compensation or benefits upon the consummation of the transactions contemplated hereby or (iii) otherwise restricting its ability to terminate the employment of any employee at anytime for any lawful reason or for no reason without penalty or liability;

(d) contract or agreement involving any Governmental Entity;

(e) agreement or indenture relating to borrowed money or other Indebtedness or the mortgaging, pledging or otherwise placing a Lien on any material asset or material group of assets of the Corporations (or any of the subsidiaries) or any letter of credit arrangements;

(f) guarantee, other than endorsements made for collection in the ordinary course of business;

(g) lease or agreement under which the Corporations or any of the subsidiaries is (i) lessee of or holds or operates any personal property, owned by any other party, except for any lease of personal property under which the aggregate annual rental payments do not exceed \$10,000 or (ii) lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by the Corporations or any of the subsidiaries;

(h) agreements relating to the ownership of, investments in or loans and advances to any Person, including investments in joint ventures and minority equity investments;

(i) license, royalty, indemnification or other agreement with respect to any intangible property (including any Intellectual Property Rights);

(j) broker, agent, sales representative, sales or distribution agreement;

(k) power of attorney or other similar agreement or grant of agency;

(l) contract or agreement prohibiting it from freely engaging in any business or competing anywhere in the world, including any nondisclosure or confidentiality agreements;

(m) contract or agreement containing a change of control provision or other provision requiring the payment of severance; or

(n) other agreement which involves a consideration in excess of \$75,000 annually, whether or not in the ordinary course of business.

(ii) All of the contracts, agreements and instruments set forth or required to be set forth on the attached Schedule 6P (the "Material Contracts") are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by (x) applicable insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally and (y) applicable equitable principles (whether considered in a proceeding at law or in equity). Each of the Material Contracts shall be in full force and effect without penalty in accordance with its terms upon consummation of the transactions contemplated hereby. Each of the Corporations and the subsidiaries has performed all obligations required to be performed by it and is not in default under or in breach of nor in receipt of any claim of default or breach under any Material Contract to its or their knowledge; no event has occurred which with the passage of time or the giving of notice or both would result in a default, breach or event of noncompliance by the Corporations or the subsidiaries under any Material Contract; and none of the Corporations or the subsidiaries has any knowledge of any breach or cancellation or anticipated breach or cancellation by the other parties to any Material Contract to which they are parties.

(iii) The Purchaser has been supplied with or has been given an opportunity to review a true and correct copy of each written Material Contract, together with all amendments, waivers or other changes thereto (all of which amendments, waivers or other changes thereto are described on the attached Schedule 6P).

6P. Intellectual Property Rights.

(i) The attached Schedule 6Q contains a complete and accurate list of all (a) patented and registered Intellectual Property Rights owned or used by the Corporations and the subsidiaries, (b) pending patent applications and applications for registrations of other Intellectual Property Rights filed by the Corporations and the subsidiaries, (c) all computer software owned or used by the Corporations, the subsidiaries and the Business other than commercially available software with a license fee of less than \$1,000, and (d) material unregistered trade names, corporate names, trademarks, service marks and copyrights owned or used by the Corporations and the subsidiaries. The attached Schedule 6Q also contains a complete and accurate list of all licenses or similar agreements relating to Intellectual Property Rights to which the Corporations or any of the subsidiaries is a party, in each case identifying the subject Intellectual Property Rights.

(ii) Each of the Corporations and/or the subsidiaries owns all right, title and interest to, or has the right to use pursuant to a valid and effective written license, all Corporation Intellectual Property Rights. The Corporation Intellectual Property Rights comprise all of the Intellectual Property Rights necessary and desirable for the operation of the Business as presently conducted and as presently proposed to be conducted, free and clear of all Liens other than Permitted Liens. No loss or expiration of any of the Corporation Intellectual Property

Rights is threatened, pending or reasonably foreseeable. Each of the Corporations and the subsidiaries has taken all commercially reasonable action to maintain and protect the Corporation Intellectual Property Rights. To the knowledge of the Corporations and the subsidiaries, the owners of any Intellectual Property Rights licensed to the Corporations or the subsidiaries have taken all commercially reasonable action to maintain and protect the Intellectual Property Rights subject to such licenses.

(iii) Except as set forth on the attached Schedule 6Q, (a) there are no claims against the Corporations or the subsidiaries that were either made within the past five (5) years or are presently pending asserting the invalidity, misuse or unenforceability of any of the Corporation Intellectual Property Rights, and there is no basis for any such claim, (b) the operation of the Business as currently conducted and as proposed to be conducted has not infringed, misappropriated or conflicted with and will not infringe, misappropriate or conflict with any Intellectual Property Rights of other Persons and none of the Corporations or the subsidiaries has received any notice regarding any of the foregoing (including any demands or offers to license any Intellectual Property Rights from any other Person) or is aware of any facts which indicate a likelihood of any of the foregoing, (c) no third party has infringed, misappropriated or otherwise conflicted with any of the Corporation Intellectual Property Rights. The transactions contemplated by this Agreement shall have no Material Adverse Effect on the right, title or interest of the Corporations and the subsidiaries in and to the Corporation Intellectual Property Rights and all of such Corporation Intellectual Property Rights shall be owned or available for use by the Corporations and the subsidiaries on substantially identical terms and conditions immediately after the Closing.

(iv) None of the computer software (including peoplesoft), computer firmware, computer hardware (whether general or special purpose) or other similar or related items of automated, computerized or software systems that are used or relied on by the Corporations or by any of the subsidiaries in the conduct of the Business (the "Computer Systems") has malfunctioned, ceased to function, generated incorrect data or produced incorrect results, including when processing, providing or receiving (i) date-related data from, into and between the twentieth and twenty-first centuries or (ii) date-related data in connection with any valid date in the twentieth and twenty-first centuries and none of the Computer Systems will do any of the foregoing.

6Q. Litigation, etc. Except as set forth on the attached Schedule 6R, there are no (and, during the 5 years preceding the date hereof, there have not been any) actions, suits, proceedings, orders, investigations (of which the Corporations or the Sellers have knowledge) or claims pending or to either Corporation's or any Sellers' knowledge threatened against any Seller, the Corporations or the subsidiaries (or pending or to either Corporation's or any Sellers' knowledge threatened against any of the officers, directors or employees of the Corporations or the subsidiaries) with respect to the Business or proposed business activities, or pending or to either Corporations's or any Seller's knowledge threatened by any Seller, the Corporations or the subsidiaries against any third party, at law or in equity, or before or by any Government Entity (including any actions, suits, proceedings or investigations with respect to the transactions contemplated by this Agreement). None of the Corporations, the Sellers or the subsidiaries is subject to any arbitration proceedings under collective bargaining agreements or otherwise or any governmental investigations or inquiries; and there is no basis for any of the foregoing. The

Corporations and the subsidiaries are fully insured with respect to each of the matters set forth on the attached Schedule 6R. None of the Corporations or the subsidiaries is subject to any judgment, order or decree of any Government Entity, and none of the Corporations or the subsidiaries has received any opinion or memorandum or legal advice from legal counsel to the effect that it is exposed, from a legal standpoint, to any liability which would reasonably be expected to have a Material Adverse Effect.

6R. Brokerage. Except as set forth on the Schedule 6S attached hereto (all items listed on the Schedule 6S shall be the responsibility of, and shall be borne by, the Sellers), there are and shall be no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement to which the Corporations or any subsidiary is a party or to which the Corporations or any subsidiary is subject. Neither the Corporations, the subsidiaries, nor the Purchaser shall have any obligation for any fees or expenses set forth on the Schedule 6S.

6S. Insurance. The attached Schedule 6T contains a description of each insurance policy maintained by any Seller, the Corporations and the subsidiaries with respect to its properties, assets and the Business, and each such policy shall be in full force and effect as of the Closing or a substituted policy shall have been obtained therefor. None of the Corporations, any Seller, or the subsidiaries is in default with respect to its obligations under any insurance policy maintained by it, and none of the Corporations or the subsidiaries has ever been denied insurance coverage. The insurance coverage of the Corporations and the subsidiaries is customary for companies of similar size engaged in similar lines of business. Except as set forth on the attached Schedule 6T, none of the Corporations or any of the subsidiaries has any self-insurance or co-insurance programs, and the reserves set forth on the Latest Balance Sheet are adequate to cover all anticipated liabilities with respect to any such self-insurance or co-insurance programs.

6T. Employees. The Schedule 6U attached hereto contains a true and complete list as of December 15, 2010 of (i) the employees employed by the Business having an annual base salary in calendar year 2009 of \$25,000 or more and (ii) the rate of all current compensation payable by the Business to each such employee, including any bonus, contingent or deferred compensation. No executive or key employee of the Business and no group of employees of the Business has any plans to terminate employment with the Business. The Business does not have (a) any material labor relations problems (including any additional union organization activities, threatened or actual strikes or work stoppages or material grievances), (b) engaged in any unfair labor practices, (c) during the past five years, suffered any labor strike, lockout, work stoppage or other material labor dispute or, (d) any union organization campaign is in progress with respect to any of the employees, nor any question concerning representation exists respecting such employees. Neither the Corporations nor any subsidiary has engaged in any plant closing or employee layoff activities within the last two (2) years that would violate or in any way implicate the Worker Adjustment Retraining and Notification Act of 1988, as amended, or any similar state or local plant closing or mass layoff statute, rule or regulation.

6U. ERISA.

(i) Schedule 6V sets forth a true, complete and correct list of each "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) and each other employee benefit plan, program or arrangement maintained, sponsored, or contributed to by the Corporations or the subsidiaries, or with respect to which any of the Corporations or the subsidiaries has any liability or potential liability. Each such item listed on Schedule 6V is referred to herein as a "Plan" and collectively as the "Plans."

(ii) Except as set forth on Schedule 6V: (a) none of the Corporations or the subsidiaries maintains, contributes to, or has any liability or potential liability under (or with respect to) any "defined benefit plan" (as defined in Section 3(35) of ERISA), or any "multiemployer plan" (as defined in Section 3(37) of ERISA); (b) no asset of the Corporations or any of the subsidiaries is subject to any lien under ERISA or the Code; (c) none of the Corporations or the subsidiaries has incurred any liability on account of a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203, respectively, of ERISA) from any employee benefit plan subject to Title IV of ERISA which is a "multiemployer plan" (as such term is defined in Section 3(37) of ERISA), no such liability has been asserted, and there are no events or circumstances which could result in any such partial or complete withdrawal; and (d) there are no pending or threatened actions, suits, investigations or claims with respect to any Plan (other than routine claims for benefits) which could result in material liability to the Corporations or the subsidiaries.

(iii) Each Plan that is intended to be qualified under Section 401(a) of the Code has either received a determination from the Internal Revenue Service that such Plan is so qualified or the remedial amendment period for submission of any such Plan has not yet expired, and nothing has occurred since the date of such determination that could adversely affect the qualified status of such Plan. Each such Plan is in compliance with the requirements of Sections 401(a)(4) and 410(b) of the Code for each plan year of such Plan commencing on or before the Closing Date.

(iv) Each of the Plans and all related trusts, insurance contracts and funds have been maintained, funded and administered in material compliance with their terms and the terms of any applicable collective bargaining agreements, and in material compliance with the applicable provisions of ERISA, the Code, and any other applicable laws. With respect to each Plan, all required payments, premiums, contributions, distributions, or reimbursements for all periods ending prior to or as of the Closing Date have been made or properly accrued.

(v) None of the Corporations, the subsidiaries, or any other "disqualified person" (within the meaning of Section 4975 of the Code) or any "party in interest" (within the meaning of Section 3(14) of ERISA) has engaged in any "prohibited transaction" (within the meaning of Section 4975 of the Code or Section 406 of ERISA) with respect to any of the Plans which could subject any of the Plans or the Corporations, the subsidiaries, or any officer, director or employee of any of the foregoing to a penalty or tax under Section 502(i) of ERISA or Section 4975 of the Code.

(vi) Each Plan which is subject to the health care continuation requirements of Part 6 of Subtitle B of Title I of ERISA or Section 4980B of the Code ("COBRA") has been administered in material compliance with such requirements. Except as set forth on Schedule

6V, no Plan provides medical or life or other welfare benefits to any current or future retired or terminated employee (or any dependent thereof) of the Corporations or any subsidiary other than as required pursuant to COBRA.

(vii) With respect to each Plan, the Corporations, the subsidiaries or the Sellers have provided the Purchaser with true, complete and correct copies of (to the extent applicable): (a) all documents pursuant to which the Plan is maintained, funded and administered (including the plan and trust documents, any amendments thereto, the summary plan descriptions, and any insurance contracts or service provider agreements); (b) the three most recent annual reports (Form 5500 series) (with applicable attachments); and (c) the most recent determination letter received from the Internal Revenue Service.

(viii) The Corporations have and the subsidiaries have no liability with respect to any "employee benefit plan" (as defined in Section 3(3) of ERISA) solely by reason of being or having been treated as a single employer under Section 414 of the Code with any trade, business or entity other than the Corporations or the subsidiaries.

(ix) None of the Plans obligates the Corporations or the subsidiaries to pay any separation, severance, termination or similar benefit solely as a result of any transaction contemplated by this Agreement or solely as a result of a change in control or ownership within the meaning of Section 280G of the Code.

6V. Compliance with Laws; Permits. Except as set forth on the attached Schedule 6W:

(i) Each of the Corporations, the Sellers and the subsidiaries has complied with all applicable Laws relating to the operation of the Business. No notices have been received by and no claims have been filed against the Corporations, any Seller, any subsidiary or the Business alleging a violation of any such Laws.

(ii) Except with respect to permits relating to Environmental and Safety Requirements which are addressed in Section 6X below, each of the Corporations and the subsidiaries holds all permits, licenses, certificates, accreditations and other authorizations of all Government Entities required for the conduct of the Business and the ownership of its properties, and the attached Schedule 6W sets forth a list of all of such permits, licenses, certificates, accreditations and other authorizations. No notices have been received by any Seller alleging the failure to hold any permit, license, certificate, accreditation or other authorization of any Government Entity. Each of the Corporations, the subsidiaries and the Business is in compliance with all terms and conditions of all permits, licenses, accreditations and authorizations which it holds. Except as disclosed on the attached Schedule 6W all of such permits, licenses, accreditations and authorizations will be available for use by the Corporations and the subsidiaries immediately after the Closing.

6W. Environmental and Safety Matters. Except as set forth on the attached Schedule 6X:

(i) Each of the Corporations, the Sellers, the subsidiaries, and their respective Affiliates has complied and is in compliance with all Environmental and Safety Requirements.

(ii) Without limiting the generality of the foregoing, each of the Corporations, the Sellers, the subsidiaries, and their respective Affiliates has obtained and complied with, and is in compliance with, all permits, licenses and other authorizations that are required pursuant to Environmental and Safety Requirements for the occupation of its facilities and the operation of its business; a list of all such permits, licenses and other authorizations is set forth under the heading "Permits" on the attached Schedule 6X.

(iii) Neither the Corporations, the Sellers, the subsidiaries nor their respective Affiliates has received any written or oral notice, report or other information regarding any actual or alleged violation of Environmental and Safety Requirements, or any liabilities or potential liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), including any investigatory, remedial or corrective obligations, relating to any of them or its facilities arising under Environmental and Safety Requirements.

(iv) None of the following exists at any property or facility owned or operated by the Corporations or the subsidiaries: (1) underground storage tanks, (2) asbestos containing material in any form or condition, (3) materials or equipment containing polychlorinated biphenyls, or (4) landfills, surface impoundments, or disposal areas.

(v) None of the Corporations, the Sellers, the subsidiaries, or their respective predecessors or Affiliates has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance, including without limitation any hazardous substance, or owned or operated any property or facility (and no such property or facility is contaminated by any such substance) in a manner that has given or would give rise to liabilities, (including any liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees), or any investigatory, corrective or remedial obligations, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), the Solid Waste Disposal Act, as amended ("SWDA") or any other Environmental and Safety Requirements.

(vi) Neither the Corporations, the Sellers, the subsidiaries, nor any of their respective Affiliates has, either expressly or by operation of law, assumed, undertaken or otherwise become subject to any liability, including without limitation any obligation for corrective or remedial action, of any other Person relating to Environmental and Safety Requirements.

(vii) The Sellers have furnished to the Buyer all environmental audits, reports and other material environmental documents relating to the current and former operations and facilities of the Corporations, the subsidiaries and their respective Affiliates, which are in their possession, custody or control.

6X. Affiliate Transactions. Except as set forth on the attached Schedule 6Y, no officer, director, employee, shareholder or Affiliate of the Corporations, the subsidiaries or the Sellers or any individual related by blood, marriage or adoption to any such individual or any entity in which any such Person or individual owns any beneficial interest, is a party to any agreement, contract, commitment or transaction with the Corporations or any of the subsidiaries

or has any material interest in any material property used by the Corporations or any of the subsidiaries.

6Y. Disclosure. No representation or warranty by any Corporation or Seller in this Agreement, and no exhibit, document statement, certificate or schedule furnished or to be furnished to the Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, in any event taken together, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements or facts contained herein or therein not misleading in light of the circumstances in which they are made.

Section 7. Representations and Warranties of the Sellers. As a material inducement to the Purchaser to enter into this Agreement and purchase the Purchased Shares hereunder, each Seller hereby jointly and severally, represents and warrants to the Purchaser and the Corporations that the following representations and warranties are true and correct as of the date hereof and will be true and complete as of the Closing Date as though the Closing Date were substituted for the date of this Agreement throughout such representations and warranties, except as otherwise disclosed in this Agreement:

7A. Authorization; No Breach. This Agreement and all other agreements or instruments contemplated hereby to which any Seller is a party or by which any Seller is bound, when executed and delivered by such Seller in accordance with the terms hereof, shall each constitute a valid and binding obligation of such Seller, enforceable in accordance with its terms, except as such enforceability may be limited by (x) applicable insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally and (y) applicable equitable principles (whether considered in a proceeding at law or in equity). The execution, delivery and performance by each Seller of this Agreement and all other agreements contemplated hereby to which such Seller is a party, and the fulfillment of and compliance with the respective terms hereof and thereof by such Seller, do not and shall not (i) conflict with or result in a breach of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any lien, security interest, mortgage, charge or encumbrance upon such Seller's assets pursuant to, (iv) give any third party the right to modify, terminate or accelerate any obligation under, (v) result in a violation of, or (vi) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any third party or Government Entity pursuant to, any Law to which such Seller is subject, the articles of incorporation or bylaws of such Seller, if applicable, or any material agreement, instrument, order, judgment or decree to which such Seller is subject, except as disclosed herein.

7B. Title to Purchased Shares. All of the Purchased Shares are owned of record and beneficially by the Sellers, and each Seller has good title to the Purchased Shares owned by such Seller, free and clear of all Liens, agreements, voting trusts, proxies and other arrangements or restrictions of any kind whatsoever. None of the Sellers is a Party to any plan, warrant, purchase right or other contract or commitment that could require the Seller to sell, transfer, or otherwise dispose of any equity securities of the Corporations (other than this Agreement). The Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any equity securities of the Corporations.

7C. Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement to which any Seller is a party or to which any Seller is subject. Each Seller shall pay, indemnify, defend and hold the Corporations, the subsidiaries and the Purchaser harmless against, any liability, loss or expense (including reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any such claim.

7D. Litigation, etc. There are no actions, suits, proceedings (including any arbitration proceedings), orders, investigations or claims pending or threatened against or affecting any of the Sellers in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated hereby.

Section 8. Representations and Warranties of the Purchaser. As a material inducement to the Corporations and each of the Sellers to enter into this Agreement and take the actions set forth in Section 1, the Purchaser hereby represents and warrants to the Corporations and each of the Sellers that the following statements contained in this Section 8 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though then made and as though the Closing Date was substituted for the date of this Agreement throughout this Section 8):

8A. Authorization; No Breach. The execution, delivery and performance of this Agreement and all other agreements or instruments contemplated hereby to which the Purchaser is a party or by which the Purchaser is bound have been duly authorized by the Purchaser. This Agreement and all other agreements contemplated hereby to which the Purchaser is a party, when executed and delivered by the Purchaser in accordance with the terms hereof, shall each constitute a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as such enforceability may be limited by (x) applicable insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally and (y) applicable equitable principles (whether considered in a proceeding at law or in equity). The execution, delivery and performance by the Purchaser of this Agreement and all other agreements contemplated hereby to which the Purchaser is a party, and the fulfillment of and compliance with the respective terms hereof and thereof by the Purchaser, do not and shall not (i) conflict with or result in a breach of the terms, conditions or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) give any third party the right to modify, terminate or accelerate any obligation under, (iv) result in a violation of the organizational documents of the Purchaser, or any Law to which the Purchaser is subject, or any agreement, instrument, order, judgment or decree to which the Purchaser is subject.

8B. Consents. No consent, approval or authorization of, or designation, declaration or filing with any Governmental Entity or other third party is necessary for the execution, delivery or performance of this Agreement by the Purchaser or the consummation of the transactions contemplated hereby by the Purchaser.

8C. Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement to which the Purchaser is a party or to which the

Purchaser is subject. The Purchaser shall pay, indemnify, defend and hold the Sellers harmless against, any liability, loss or expense (including reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any such claim.

Section 9. Indemnification and Other Agreements.

9A. Survival of Representations and Warranties. The representations and warranties in this Agreement and the Schedules and Exhibits attached hereto shall survive the Closing as follows:

(i) the representations and warranties in Section 6B (Equity Securities and Related Matters; Subsidiaries), Section 6C (Authorization; No Breach), Section 6N (Assets), Section 6S (Brokerage), Section 6Y (Affiliate Transactions), Section 6O (Tax Matters), Section 7B (Authorization; No Breach), Section 7C (Title to Purchased Shares), Section 7D (Brokerage), Section 8B (Authorization; No Breach) and Section 8C (Brokerage) shall survive and shall not terminate;

(ii) the representations and warranties in Section 6V (ERISA) and Section 6X (Environmental and Safety Matters) shall terminate on the fourth anniversary of the Closing Date; and

(iii) all other representations and warranties in this Agreement and the Schedules and Exhibits attached hereto shall terminate on the second anniversary of the Closing Date;

provided that any representation or warranty in respect of which indemnity may be sought under Section 9B, and the indemnity with respect thereto, shall survive the time at which it would otherwise terminate pursuant to this Section 9A if notice of the breach or potential breach thereof giving rise to such right or potential right of indemnity shall have been given to the Party against whom such indemnity may be sought prior to such time, which such notice shall reference this Section 9A and shall specifically set forth the basis for such right or potential right of indemnity. The representations and warranties in this Agreement and the Schedules and Exhibits attached hereto or in any writing delivered by any Party to another Party in connection with this Agreement shall survive for the periods set forth in this Section 9A and shall in no event be affected by any investigation, inquiry or examination made for or on behalf of any Party, or the knowledge of any Party's officers, directors, shareholders, employees or agents or the acceptance by any Party of any certificate or opinion hereunder.

9B. General Indemnification.

(i) Indemnification for the Benefit of the Corporations and the Purchaser by the Sellers. Following the Closing, the Sellers shall be liable for the indemnification obligations described below in the following percentages, namely 100% for Garza, 10% for Hicks and 10% for Schmick, not to exceed in total 100% of the indemnification obligation and shall indemnify the Purchaser and the Corporations (collectively, the "Purchaser Indemnified Parties") and save and hold each of them harmless against and pay on behalf of or reimburse such Purchaser Indemnified Parties as and when incurred for any direct or indirect loss, liability, cost, damage (including consequential damages and damages for lost profits), deficiency, Tax, penalty, fine or

expense, whether or not arising out of third party claims (including interest, penalties, reasonable attorneys', consultants' and experts' fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing so long as fairly and reasonably incurred) (collectively, "Losses"), which any such Purchaser Indemnified Party suffers, sustains or becomes subject to, as a result of, in connection with, relating or incidental to or by virtue of: (a) any facts or circumstances which constitute a breach of any representation or warranty of the Corporations or the Sellers under this Agreement, or in any of the certificates or other instruments or documents furnished by the Corporations or the Sellers pursuant to this Agreement; (b) any breach of any covenant, agreement or other provision by any Corporation or Seller under this Agreement required to be performed or complied with by any Corporation or Seller at or prior to the Closing; (c) any breach of any covenant, agreement or other provision by the Sellers under this Agreement required to be performed or complied with by any Seller after the Closing; (d) any and all liability from a final and non-appealable TLS liability or actually incurred TLS liability from practices/support occurring prior to the execution of this Agreement, however should a liability be incurred, and an indemnification payment takes place, then in the event of any future recovery or offset the indemnifying parties shall be refunded any payment previously made in connection herewith; (e) any and all amounts payable to Global Crossing with respect to the unresolved dispute whereby Global Crossing alleges that it was overcharged approximately \$850,000 by YourTel; (f) any and all amounts payable to Sprint with respect to the unresolved CABS dispute whereby Sprint alleges that it was overcharged approximately \$200,000 by YourTel; and (g) any and all amounts payable to any third party with respect to Numbers 2-7 on Schedule 2F. Notwithstanding anything contained herein, in no event shall the Corporations be required to provide indemnification or contribution for any obligation of the Sellers under this Section 9B(i). Should any settlement with Global Crossing or any Governmental decision reduce the prospective billing rate from Global Crossing then Sellers shall have no liability for such prospective reduction in revenues. In the event future payments are offset by a credit due to Global Crossing from YourTel relating to the disputed amounts then Sellers shall be responsible for indemnification to YourTel at the same rate as the credit utilized by Global Crossing. Notwithstanding the aforementioned, any payment by Global Crossing of the withheld amounts shall reduce dollar for dollar the indemnification obligation of Sellers. Purchaser shall not be authorized to settle the Global Crossing dispute without the approval of Garza.

(ii) Indemnification for the Benefit of the Sellers by the Purchaser. Following the Closing, the Purchaser shall indemnify the Sellers and their Affiliates, shareholders, officers, directors, employees, agents, representatives, successors and permitted assigns (collectively, the "Seller Indemnified Parties") and hold them harmless against any Losses which the Seller Indemnified Parties may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of: (a) any facts or circumstances which constitute a breach of any representation or warranty of the Purchaser under this Agreement, or in any of the certificates or other instruments or documents furnished by the Purchaser pursuant to this Agreement; or (b) any nonfulfillment or breach of any covenant, agreement or other provision by the Purchaser under this Agreement.

(iii) Manner of Payment.

(a) Subject to the special conditions involving Global Crossing described above and only after any claim for indemnification is after a final non-appealable legal determination or settlement agreement, any indemnification obligations of the Sellers pursuant to Section 9B(i) shall first be satisfied out of the Deferred Payment to the extent thereof and thereafter shall be paid by wire transfer of immediately available funds to an account designated in writing by the applicable Purchaser Indemnified Party within 15 days after the determination thereof (except for any indemnification obligations of the Sellers pursuant to clause (a) of Section 9B(i), in which case, thereafter shall be paid by set-off of any distributions to be paid on the outstanding shares of common stock of the Corporations owned by the Sellers, with the amount set-off being a deemed distribution to the holders of the shares of common stock).

(b) Any indemnification obligations of the Purchaser pursuant to Section 9B(ii) shall be paid by wire transfer of immediately available funds to an account designated in writing by the applicable Seller Indemnified Party within 15 days after the final determination thereof.

(c) Any such indemnification payments described in clause (a) or (b) above shall include interest at 7% per annum calculated on the basis of the actual number of days elapsed over 360, from the date any such Loss is suffered or sustained to the date of payment. The amount of any Loss for which indemnification is provided pursuant to this Section 9B shall be net of any amounts actually recovered by the indemnified party under insurance policies with respect to such Loss.

(iv) Intentionally Omitted.

(v) Defense of Third Party Claims. If any third party shall notify any Party (an "Indemnitee") with respect to any matter which may give rise to a claim for indemnification against any other Party (an "Indemnitor") under this Section 9B, then the Indemnitee shall promptly notify each Indemnitor (in the case of the Sellers, notice shall be sufficient only if made to each Seller) of the claim in writing promptly after receiving written notice of any action, lawsuit, proceeding, investigation or other claim against it, describing the claim, the amount thereof (if known and quantifiable) and the basis thereof; provided that the failure to so notify an Indemnitor shall not relieve the Indemnitor of its obligations hereunder except to the extent that the Indemnitor shall be actually prejudiced by such failure to so notify. Any Indemnitor shall be entitled to participate in the defense of such action, lawsuit, proceeding, investigation or other claim giving rise to an Indemnitee's claim for indemnification at such Indemnitor's expense, and at its option (subject to the limitations set forth below) shall be entitled to assume the defense thereof by appointing a reputable counsel reasonably acceptable to the Indemnitee to be the lead counsel in connection with such defense; provided that prior to the Indemnitor assuming control of such defense, it shall first demonstrate to the Indemnitee in writing such Indemnitor's financial ability to provide full indemnification to the Indemnitee with respect to such action, lawsuit, proceeding, investigation or other claim giving rise to such claim for indemnification hereunder; and provided further that:

(a) the Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose; provided that the fees and expenses of such separate counsel shall be borne by the Indemnitee (other than any fees and expenses of such separate counsel that are incurred prior to the date the Indemnitor effectively assumes control of such defense which, notwithstanding the foregoing, shall be borne by the Indemnitor, except that no such obligation shall apply until after notice to indemnitor and where indemnitor has failed to assume control of the defense);

(b) if the Indemnitor shall control the defense of any such claim, the Indemnitor shall obtain the prior written consent of the Indemnitee before entering into any settlement of a claim or ceasing to defend such claim if, pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief will be imposed against the Indemnitee or if such settlement does not expressly and unconditionally release the Indemnitee from all liabilities and obligations with respect to such claim, without prejudice.

(vi) Intentionally Omitted.

(vii) Other Indemnification Provisions; Certain Waivers; etc. The foregoing indemnification provisions are in addition to, and are not in derogation of, any statutory or common law remedy that any of the Purchaser Indemnified Parties or the Seller Indemnified Parties may have for breach of any representation, warranty, covenant or agreement contained herein or in any of the Schedules or Exhibits attached hereto. Each Seller hereby agrees that he shall not make any claim for indemnification hereunder against the Corporations or the Purchaser by reason of the fact that he was a unitholder, director, officer, employee or agent of the Corporations or was serving at the request of either Corporation as a partner, trustee, director, officer, employee or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses or otherwise) with respect to any action, suit, proceeding, complaint, claim or demand brought by any of the Purchaser Indemnified Parties against such Seller pursuant to this Agreement and such Seller hereby acknowledges and agrees that he shall have no claims or right to contribution or indemnity from the Corporations with respect to any amounts paid by the Sellers pursuant to this Section 9B.

Section 10. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:

"Affiliate" means when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean either (i) possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) or (ii) the direct or indirect ownership of more than 5% of the voting equity securities of such Person. With respect to any Person who is an individual, "Affiliates" shall also include, without limitation, any member of such individual's Family Group.

"Affiliated Group" means any affiliated group as defined in Code §1504 that has filed a consolidated return for federal income tax purposes (or any similar group under state, local or foreign law) for a period during which any of either Corporation was a member.

"Board" means the board of directors of the Corporations.

"Business" means (i) the business of providing wireline phone service, (ii) the business of providing telecommunications services to low-income consumers and (iii) any other business conducted by YourTel and/or CLEC, in each case, all as conducted by the Sellers and their Affiliates (including the Corporations and the subsidiaries) as of prior to the Closing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" means the information, observations and data of the Business (including the Business's technology, computer programs, know-how, designs, inventions, methods of doing business and supplier and customer information) (i) which is material nonpublic information, (ii) which is proprietary to the Business, (iii) the disclosure of which could reasonably be expected to be detrimental or adverse to the Business, or (iv) is the property of the Business and that the continued success of the Business depends in large part on keeping this information from becoming known to competitors of the Business.

"Corporate Intellectual Property Rights" means all of the Intellectual Property Rights owned or used by the Business, the Corporations or any of the subsidiaries (along with all income, royalties, damages and payments due or payable at the Closing or thereafter (including, damages and payments for past or future infringements or misappropriations thereof)), the right to sue and recover for past infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Intellectual Property Rights.

"Environmental and Safety Requirements" means all federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, pollution or protection of the environment, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended or in effect prior to, on or after the Closing Date.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Family Group" means, with respect to any Person who is an individual, (i) such Person's spouse, former spouse, descendants (whether natural or adopted), parents and their descendants and any spouse of the foregoing persons (collectively, "relatives"), (ii) the trustee, fiduciary or personal representative of such Person and any trust solely for the benefit of such Person and/or such Person's relatives or (iii) any limited partnership or limited liability company

the governing instruments of which provide that such Person shall have the exclusive, nontransferable power to direct the management and policies of such entity including, without limitation, voting and disposition of investments and of which the sole owners of partnership interests, membership interests or any other equity interests are, and will remain, limited to such Person and such Person's relatives.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Government Entity" means individually, and "Government Entities" means collectively, the United States of America or any other nation, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government, including any court, in each case having jurisdiction over the Corporations or any of the subsidiaries.

"Guarantee" means any guarantee of the payment or performance of any Indebtedness or other obligation and any other arrangement whereby credit is extended to one obligor on the basis of any promise of such Person, whether that promise is expressed in terms of an obligation to pay the Indebtedness of such obligor, to provide reimbursement, or to purchase an obligation owed by such obligor, or to purchase goods and services from such obligor pursuant to a take-or-pay contract, or to maintain the capital, working capital, solvency or general financial condition of such obligor, whether or not any such arrangement is listed in the balance sheet of such Person, or referred to in a footnote thereto, but shall not include endorsements of items for collection in the ordinary course of business.

"Indebtedness" means at a particular time, without duplication, (i) any obligations under any indebtedness for borrowed money (including all principal, interest premiums, penalties, fees, expenses and brokerage costs), (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any commitment by which a Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit), (iv) any indebtedness pursuant to a Guarantee, (v) any obligations under capitalized leases or with respect to which a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or with respect to which obligations a Person assures a creditor against loss, (vi) any payments required upon a change of control, (vii) any indebtedness pursuant to deferred compensation obligations, (viii) any amounts owed to Persons who hold options to purchase either Corporation's or the subsidiaries' equity securities, Indebtedness shall specifically not include the approximate \$350,000 owed by YourTel to Great Western Bank, which shall be an ongoing debt accepted by Purchaser. Indebtedness shall not include the approximate \$748,438.06 loan from David Garza, which is intended to be paid simultaneously with the issuance of the New Issued Shares. Indebtedness shall not include the Bonus Payable (deferred comp) payable to David Garza in the approximate amount of \$232,434.08. Indebtedness shall not include total bonuses to be paid to Sellers in the aggregate amount of \$19,127.86 payable \$15,302.29 to David Garza and \$1,912.79 to Paul Hicks and \$1912.78 to Dale Schmick. Indebtedness shall not include the approximate \$100,000 currently owed to AT&T scheduled by agreement to be paid December 27th as such debt will either be paid by the Corporation prior to execution of this Agreement or such debt will be referenced in Exhibit 2B herein.

"Intellectual Property Rights" means all (i) patents, patent applications and patent disclosures, as well as any reissues, continuations, continuations-in-part, divisions, extensions or reexaminations thereof, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software, data, data bases and documentation thereof, (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information).

"Investment" as applied to any Person means (i) any direct or indirect purchase or other acquisition by such Person of any notes, obligations, instruments, stock, securities or ownership interest (including partnership interests and joint venture interests) of any other Person and (ii) any capital contribution by such Person to any other Person.

"Knowledge" means actual knowledge of a fact, circumstance or transaction; provided that, when used with respect to the Corporations, "knowledge" means the actual knowledge of any of the Executives after due inquiry.

"Laws" means all statutes, laws, codes, ordinances, regulations, rules, orders, judgments, writs, injunctions, acts or decrees of any Government Entity.

"Liabilities" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"Lien" or "Liens" means any mortgage, pledge, security interest, encumbrance, encroachment, claim, lease, right of possession, other defect in title or lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof), any sale of receivables with recourse against the Corporations, the subsidiaries or the Business, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute (other than to reflect ownership by a third party of property leased to the Corporations, the subsidiaries or the Business under a lease which is not in the nature of a conditional sale or title retention agreement), or any subordination arrangement in favor of another Person.

"Material Adverse Effect" means a material and adverse effect upon the business, operations, assets, liabilities, financial condition, operating results, business prospects, cash flow, net worth or employee, customer or supplier relations of the Corporations and the subsidiaries taken as a whole or the Business.

"Permitted Liens" means (i) Liens for Taxes or assessments and similar charges, which either are (a) not delinquent or (b) being contested in good faith and by appropriate proceedings, and adequate reserves (as determined in accordance with GAAP, consistently

applied) have been established on each Corporation's books with respect thereto, (ii) mechanics', materialmen's or contractors' Liens or encumbrances or any similar statutory Lien or restriction for amounts not yet due and payable, (iii) zoning, entitlement, building and other land use regulations imposed by governmental agencies having jurisdiction over the Leased Real Property which are not violated by the current use and operation of the Leased Real Property, and (iv) covenants, conditions, restrictions, easements and other similar matters of record affecting title to the Leased Real Property which do not materially impair the occupancy or use, value or marketability of the Leased Real Property which they encumber for the purposes for which it is currently used in connection with the Business.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal law then in force.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control any managing director or general partner of such limited liability company, partnership, association or other business entity.

"Tax" or "Taxes" means federal, state, county, local, foreign or other income, gross receipts, ad valorem, franchise, profits, sales or use, transfer, registration, excise, utility, environmental, communications, real or personal property, capital stock, license, payroll, wage or other withholding, employment, social security, severance, stamp, occupation, alternative or add-on minimum, estimated and other taxes of any kind whatsoever (including deficiencies, penalties, additions to tax, and interest attributable thereto) whether disputed or not.

"Tax Return" means any return, information report or filing with respect to Taxes, including any schedules attached thereto and including any amendment thereof.

"Treasury Regulation" means the United States Treasury Regulations promulgated under the Code, and any reference to any particular Treasury Regulation section shall be interpreted to include any final or temporary revision of or successor to that section regardless of how numbered or classified.

Section 11. Miscellaneous.

11A. Fees and Expenses. The Corporations shall pay the fees and expenses incurred in connection with the negotiation, preparation and execution of this Agreement to the Sellers attorney, Steve Block; provided that such fees and expenses shall not exceed \$20,000. Any fees and expenses in excess of \$20,000 shall be paid by the Sellers collectively. The Corporations shall also pay the fees and expenses incurred in connection with the negotiation, preparation and execution of this Agreement to the Purchasers' attorneys, Hartzog Conger Cason & Neville; provided that such fees and expenses shall not exceed \$40,000. Any fees and expenses in excess of \$40,000 shall be paid by the Purchasers collectively.

11B. Remedies. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by Laws. All such rights and remedies shall be cumulative and non-exclusive, and may be exercised singularly or concurrently. One or more successive actions may be brought against the Corporations, either in the same action or in separate actions, as often as the Purchaser or any of such holders deems advisable, until all of the obligations to such Person are paid and performed in full.

11C. Consent to Amendments; Waivers. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in a writing, executed by the Purchaser, the Corporations, and the Sellers. No course of dealing between or among the Purchaser, the Corporations, and the Sellers shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such Party or such holder under or by reason of this Agreement.

11D. Successors and Assigns.

(i) This Agreement and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the Parties hereto, shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties hereto whether so expressed or not, except that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by the Sellers, or assigned or delegated by the Corporations prior to the Closing, without the prior written consent of the Purchaser.

(ii) In addition, and whether or not any express assignment has been made, the provisions of this Agreement which are for a Party's benefit as a holder of each Corporation's equity securities are also for the benefit of, and enforceable by, any subsequent holder of the either Corporation's equity securities.

11E. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable law or rule in any respect by a court of competent jurisdiction, such provision shall be ineffective only

to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11F. Counterparts. This Agreement may be executed in counterparts (including by means of telecopied signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

11G. Descriptive Headings; Interpretation. The headings and captions used in this Agreement and the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized terms used in any Schedule or Exhibit attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. The use of the word "including" herein shall mean "including without limitation."

11H. Entire Agreement. This Agreement, the agreements and documents referred to herein contain the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way, including, without limitation any letter of intent by and among the Parties.

11I. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

11J. Cooperation on Tax Matters. The Parties shall cooperate fully, as and to the extent reasonably requested by each Party and at the requesting Party's expense, in connection with any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon any Party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

11K. Schedules and Exhibits. All Schedules and Exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

11L. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the Schedules and Exhibits hereto shall be governed by, and construed in accordance with, the laws of the State of Oklahoma without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. In furtherance of the foregoing, the internal law of the State of Oklahoma shall control the interpretation and construction of this Agreement (and all Schedules and Exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

11M. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient or when sent by facsimile followed by delivery by reputable overnight courier service, one day after being sent to the recipient by reputable overnight courier service (charges prepaid) or five days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Such notices, demands and other communications shall be sent to the Purchaser, the Sellers and the Corporations at the addresses indicated below or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. All notices, demands and other communications hereunder may be given by any other means (including telecopy or electronic mail), but shall not be deemed to have been duly given unless and until it is actually received by the intended recipient.

YourTel:

YourTel America, Inc.
2800 East 18th Street
Kansas City, MO 64127
Attention: _____
Facsimile: _____

with a copy to:
(which shall not constitute notice to YourTel)
Hartzog Conger Cason & Neville
1600 Bank of Oklahoma Plaza
Oklahoma, OK 73102
Attention: Len Cason and Rick L. Warren
Facsimile: (405) 235-7329

CLEC:

CLEC, Inc.
2800 East 18th Street
Kansas City, MO 64127
Attention: _____
Facsimile: _____

with a copy to:
(which shall not constitute notice to CLEC)
Hartzog Conger Cason & Neville
1600 Bank of Oklahoma Plaza
Oklahoma, OK 73102
Attention: Len Cason and Rick L. Warren
Facsimile: (405) 996-3403

The Sellers:

David Garza

14435 NW 63rd Street
Parkville, MO 64152

Paul Hicks
1716 Red Barn Rd
Raymore, MO 64083
Dale Schmick
8855 N Congress Ave, #334
Kansas City, MO 64153

With a copy to:
Dale Schmick
14450 Baker Road
Platte City, MO 64079

with a copy to:
(which shall not constitute notice to the Sellers)
Steve Block
12535 Flint St.
Overland Park, KS 66213

The Purchaser:

Richard Yurich
114 W. Harrison Avenue, Suite 201
Guthrie, Oklahoma 73044
Facsimile: _____

with a copy to:
(which shall not constitute notice to the Purchaser)
Hartzog Conger Cason & Neville
1600 Bank of Oklahoma Plaza
Oklahoma, OK 73102
Attention: Len Cason and Rick L. Warren
Facsimile: (405) 996-3403

11N. Waiver of Right to Jury Trial. THE CORPORATIONS, THE PURCHASER AND EACH SELLER HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT, ANY OTHER AGREEMENT CONTEMPLATED HEREBY OR THEREBY OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

11O. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no

presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

11P. Recitals. The recitals stated herein are hereby incorporated into this Agreement.

11Q. Grantor Trust as Parties. In the event that a party hereto is a grantor trust, any reference contained herein to that grantor trust shall be deemed to refer to such grantor trust and the individual grantor and visa versa. Each such individual grantor shall also execute this Agreement so as to cause the individual grantor and his grantor trust to be bound hereby.

* * * * *

C:\Documents and Settings\dgibb\Local Settings\Temporary Internet Files\OLK2F\Stock Purchase Agreement (exe)
(379498) (3).docx

IN WITNESS WHEREOF, the parties hereto have executed this Stock Purchase Agreement as of the date first written above.

RICHARD PAUL YURICH REVOCABLE
LIVING TRUST DATED JUNE 11, 2008

By: _____
RICHARD YURICH, TRUSTEE

RICHARD YURICH

JASON G. HIRZEL TRUST DATED DECEMBER
20, 2008

By: _____
JASON G. HIRZEL, TRUSTEE

JASON G. HIRZEL

JEFFREY L. WHITE REVOCABLE TRUST
DATED SEPTEMBER 1, 2010

By: _____
JEFFERY L. WHITE, TRUSTEE

JEFFERY L. WHITE

BARRY L. ANDERSON

YOURTEL AMERICA, INC.

By: _____
David Garza, President

CLEC, INC.

By: _____
David Garza, President

DAVID GARZA

PAUL HICKS

DALE SCHMICK

Exhibit 1B – Escrow Agreement

See attached.

Exhibit 1B-1 – Allocations for Distributions

- \$748,438.06 to David Garza
- \$232,434.08 to David Garza
- \$15,302.29 to David Garza
- \$1,912.79 to Paul Hicks
- \$1912.78 to Dale Schmick

Exhibit 2B – Cash Flow Projection

See attached.