

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (this “**Agreement**”) is dated as of _____, 2011, between [] (the “**Company**”), a Delaware Corporation with its principal place of business at [ADDRESS, CITY, STATE, ZIP] and each purchasers set forth on Schedule 1 attached hereto (each, including its successors and assigns, a “**Purchaser**” and collectively the “**Purchasers**”).

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(2) of the Securities Act of 1933, as amended (the “**Securities Act**”), and Rules 504 and 506 promulgated thereunder, the Company desires to issue and sell to each Purchaser, and each Purchaser, severally and not jointly, desires to purchase from the Company, Top-line Income Generation Rights Certificates of the Company (“**TIGRcub[®] Certificates**”); and

WHEREAS, the TIGRcubs[™] Certificates shall be issued pursuant to and by the provisions of an Indenture, dated as of the Closing Date (as defined below) between the Company and The Wilmington Trust, as trustee (the “**Trustee**”), in substantially the form attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and each Purchaser agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions. In addition to the capitalized terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

“**Action**” shall have the meaning as set forth in Section 3.1(i).

“**Affiliate**” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 144 under the Securities Act. With respect to a Purchaser, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Purchaser will be deemed to be an Affiliate of such Purchaser.

“**Business Day**” means any day except Saturday, Sunday, any day which shall be a federal legal holiday in the State of New York or any day on which banking institutions in such state is authorized or required by law or other governmental action to close.

“**Closing Dates**” means, collectively, the dates of the First Closing and each Subsequent Closing.

“**Closings**” means, collectively, the closings of the purchase and sale of the TIGRcub[®] Certificates pursuant to Section 2.2 hereof, and any reference to “Closing” or

“Closings” shall be construed to include the First Closing and each Subsequent Closing, unless only one such Closing is expressly referred to.

“**Commission**” means the U.S. Securities and Exchange Commission.

“**Company Counsel**” means [] counsel for the Company, with an office located at [].

“**Disclosure Schedules**” means the Disclosure Schedules of the Company delivered concurrently herewith.

“**Entrex**” means Entrex, Inc., the owner of the TIGRcub[®] trademark and licensor of certain intellectual property related to the TIGRcub[®] Certificates .

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder.

“**First Closing**” shall have the meaning as set forth in Section 2.2.

“**First Closing Date**” means the date of the First Closing.

“**GAAP**” means general accepting accounting principles and practices in the United States of America, consistently applied.

[“**Guaranty**” means that form of Guaranty attached hereto as Exhibit [].]

“**Indebtedness**” shall have the meaning as set forth in Section 3.1(t).

“**Indenture**” means the form of Indenture between the Company and the Trustee, in the form attached hereto as Exhibit A, and any Supplemental Indenture, pursuant to which the TIGRcub[®] Certificates will be issued and registered in the names of the Purchasers and their permitted transferees and which sets forth the rights and obligations of the holders of TIGRcub[®] Certificates .

[“**Initial Investment**” shall have the meaning as set forth in Section 2.2(a).]

“**Intellectual Property Rights**” shall have the meaning as set forth in Section 3.1(n).

“**Investor Questionnaire**” means the questionnaire attached hereto and incorporated herein by this reference as Exhibit [], which each Purchaser will complete and submit to the Company with an executed Agreement.

“**License Agreement**” means the License and Servicing Agreement between Entrex and the Company pursuant to which Entrex will license to the Company certain intellectual property related to the TIGRcub[®] Certificates .

“**Liens**” means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

“**Material Adverse Effect**” shall have the meaning as set forth in Section 3.1(b).

[“**Material Permits**” shall have the meaning as set forth in Section 3.1(l).]

“**Person**” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

[“**Placement Agent**” means the Sinova Capital Group Ltd., with its principal place of business at [].]

[“**PPM**” means the Company’s Confidential Private Placement Memorandum, dated [], 2009.]

“**Purchaser Party**” shall have the meaning as set forth in Section 4.7.

“**Proceeding**” means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

“**Required Approvals**” shall have the meaning as set forth in Section 3.1(f).

“**Rule 144**” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Securities and Exchange Commission having substantially the same effect as such Rule.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Series**” means any series or subseries of TIGRcub[®] Certificates issued pursuant to the Indenture.

“**Subscription Amount**” means, as to each Purchaser, if applicable, the aggregate amount to be paid for the TIGRcub[®] Certificates purchased hereunder as specified below such Purchaser’s name on the signature page of this Agreement and next to the heading “Subscription Amount,” in United States dollars and in immediately available funds.

“**Subsequent Closing**” shall have the meaning set forth in Section 2.2.

“**Subsequent Closing Date(s)**” means the date of the Subsequent Closing.

“**Subsequent Investment**” shall have the meaning set forth in Section 2.2(b).

“**Subsidiary**” means any subsidiary of the Company as set forth on Schedule 3.1(a).

“**Supplemental Indenture**” means an indenture between the Company and the Trustee which supplements, amends or otherwise modifies or restates the Indenture.

“**Term**” means the period commencing on the date hereof and continuing thereafter until the close of business on [], 2020.

“**TIGRcub[®] Certificates**” means the certificates evidencing the TIGRcubs[™] Certificates sold to the Purchasers, in the form attached hereto as Exhibit [].

“**Trading Market**” means the following markets or exchanges, if any, on which the equity interest of the Company is listed or quoted for trading on the date in question: the NYSE AMEX, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board.

“**Transaction Documents**” means this Agreement, the TIGRcub[®] Certificates, the Indenture, the License Agreement, the Placement Agent Agreement and any other documents or agreements executed in connection with the transactions contemplated hereunder.

[“**Underwriting Package**” shall have the meaning set forth in Section 2.2(b).]

“**U.S.**” and “**USA**” means the United States of America and includes the states and territories thereof.

ARTICLE 2. PURCHASE AND SALE

2.1 General.

(a) The TIGRcub[®] Certificates are being offered and sold to the Purchasers without registration under the Securities Act, in reliance on an exemption under Section 4(2) of the Securities Act and pursuant to the representations and warranties of each Purchaser as set forth in Article 3 below. The Company shall not be obligated to deliver any TIGRcub[®] Certificates to be delivered hereunder except upon payment for such TIGRcub[®] Certificates to be purchased as provided herein.

(b) It is understood and acknowledged by each Purchaser that, upon original issuance thereof, and until such time as the same is no longer required under the applicable requirements of the Securities Act and as otherwise provided for in Article 4 hereof, the TIGRcub[®] Certificates shall bear the legends identified in the Indenture (along with such other legends as the Company and its counsel deem necessary).

(c) All of a Purchaser’s right, title and interest in and to all or any portion of the TIGRcub[®] Certificates purchased hereunder (or any right therein) shall be evidenced solely by the TIGRcub[®] Certificates.

2.2 Closing. Upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchasers, severally and not jointly, agree to purchase an aggregate of up to \$5,000,000 worth of TIGRcub[®] Certificates. Each Purchaser shall deliver to the Company, by wire transfer or a certified check, immediately available funds equal to the Subscription Amount to be paid by such Purchase at the applicable Closing, and the Company shall deliver to each such Purchaser its respective number of TIGRcub[®] Certificates to be delivered at the applicable Closing, and the Company and each such Purchaser shall deliver the other items set forth in Section 2.3 deliverable at the applicable Closing. Upon satisfaction of the conditions set forth in Sections 2.3 and 2.4, the Closing shall occur at the offices of Company Counsel, or such other location as the parties shall mutually agree. The Closing may be undertaken remotely.

(a) First Closing. The First Closing shall be for an aggregate Subscription Amount of [\$] and shall occur on the date hereof (the “Initial Investment”), subject to the satisfaction of the conditions set forth in Sections 2.3 and 2.4.

(b) Subsequent Closing(s). Each Subsequent Closing shall be for an aggregate Subscription Amount of not less than \$[],000,000 (each a “**Subsequent Investment**”). To request a Subsequent Investment, the Company shall deliver an irrevocable notice to the Purchasers not less than thirty (30) Business Days before a proposed Subsequent Closing Date, specifying the following information: (i) the request for approval of the proposed Subsequent Investment, (ii) the Subsequent Closing Date of such Subsequent Investment (which shall be a Business Day), (iii) the amount of such Subsequent Investment; and (iv) an information package, conforming to the checklist set forth as Schedule 2.02 (the “**Underwriting Package**”). If following receipt of the initial submitted Underwriting Package, the Purchasers believe that such Underwriting Package is incomplete, then the Purchasers shall notify the Company of such deficiency within five (5) Business Days of the Purchaser’s initial receipt of the Underwriting Package, stating the nature of the deficiency with reasonable specificity. The Underwriting Package shall not be deemed delivered to the Purchaser until receipt by the Purchaser of the material specified in the Notice of deficiency; provided, however, that, notwithstanding any contrary specification in any request for a proposed Subsequent Investment, each proposed Subsequent Investment shall comply with the requirements set forth elsewhere in this Agreement, including Sections 2.3(b) and (c) and 2.4(b); provided, further that there shall be no more than one Subsequent Closing per month during the Term. The Purchasers shall approve or reject a request for a Subsequent Investment in their sole and absolute discretion.

2.3 Deliveries.

(a) On or prior to the First Closing Date, the Company shall deliver or cause to be delivered to each Purchaser the following:

- (i) this Agreement duly executed by the Company;
- (ii) the TIGRcub[®] Certificates evidencing the TIGRcub[®] Certificates being purchased at the First Closing by such Purchaser;

(iii) a legal opinion of Company Counsel, in the form of Exhibit [
]attached hereto;

(iv) a copy of the Indenture, duly executed by the Company and the
Trustee;

(v) a copy of all Supplemental Indenture(s), if applicable;

(vi) written documentation evidencing payment of the fees set forth on
[Schedule 3.1(q);]

(vii) UCC, bankruptcy, judgment lien, pending litigation, bankruptcy
and state and federal tax lien public records searches for the Company, reasonably
satisfactory to the Purchaser; and

(viii) such other and further approvals, opinions, documents and
information as the Purchasers or its counsel may have reasonably requested in form and
substance satisfactory to the Purchaser and its counsel.

(b) On or prior to each Closing Date, each Purchaser participating in such
Closing shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by such Purchaser; and

(ii) such Purchaser's Subscription Amount by wire transfer to the
account as specified in writing by the Company.

(c) Deliveries at the Subsequent Closings. At each such Subsequent Closing,
the Company shall deliver to each Purchaser participating in such Closing:

(i) the TIGRcub[®] Certificates evidencing the TIGRcub[®] Certificates
being purchased at the Subsequent Closing by such Purchaser;

(ii) an officers' certificate executed by the Chief Executive Officer and
Chief Financial Officer certifying that all of the Company's representations and
warranties in Section 3.1 remain true and correct as of the Subsequent Closing Date;

(iii) a legal opinion of Company Counsel, in the form of [Exhibit D];

(iv) a copy of any Supplemental Indenture, duly executed by the
Company and the Trustee;

(v) UCC, bankruptcy, judgment lien, pending litigation, bankruptcy
and state and federal tax lien public records searches for the Company, reasonably
satisfactory to Purchaser;

(vi) written documentation evidencing payment of the fees set forth on
[Schedule 3.1(q)]; and

(vii) such other and further approvals, opinions, documents and information as the Purchaser or its counsel may have reasonably requested in form and substance satisfactory to the Purchaser and its counsel.

2.4 Closing Conditions.

(a) Conditions of the Company. The obligations of the Company hereunder in connection with each Closing are subject to the following conditions being met or waived by the Company:

(i) the accuracy in all material respects when made and on the applicable Closing Date of the representations and warranties of the Purchasers contained herein (except with respect to representations and warranties which relate to a specific date, in which case such representations and warranties shall continue to be materially accurate as of such date);

(ii) all obligations, covenants and agreements of the Purchasers required to be performed at or prior to the applicable Closing Date shall have been performed;

(iii) the delivery by the Purchasers of the items set forth in Section [2.3(b)] of this Agreement;

(iv) the Trustee shall have executed and delivered the Indenture and any Supplemental Indenture to the Company; and

(v) the Company and Entrex shall have executed and delivered the License Agreement.

(b) Conditions of the Purchasers. The respective obligations of the Purchasers hereunder in connection with each Closing are subject to the following conditions being met or waived by each Purchaser as to itself:

(i) the accuracy in all material respects on the applicable Closing Date of the representations and warranties of the Company contained herein (except with respect to representations and warranties which relate to a specific date, in which case such representations and warranties shall continue to be materially accurate as of such date);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the applicable Closing Date shall have been performed;

(iii) the delivery by the Company of the items set forth in Section 2.3(a) or 2.3(c) of this Agreement (as the case may be);

(iv) there shall have been no Material Adverse Effect with respect to the Company since the date hereof; and

(v) the Company and Entrex shall have executed and delivered the License Agreement.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth in the Disclosure Schedules (which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules), the Company hereby makes the following representations and warranties to each Purchaser:

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth on Schedule 3.1(a). The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. If the Company has no subsidiaries, then all other references to the Subsidiaries or any of them in the Transaction Documents shall be disregarded.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "**Material Adverse Effect**") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, its board of directors or its stockholders in connection therewith other than in connection with the Required Approvals.

(d) Approvals. Each Transaction Document to which the Company is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(e) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company, the issuance and sale of the TIGRcub[®] Certificates and the consummation by the Company of the other transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(f) Filings, Consents and Approvals. Except as set forth on Schedule 3.1(f), the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local, foreign or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) filings required pursuant to Section 4.4 of this Agreement, and (ii) the filing of Form D with the Commission and such filings as are required to be made under applicable state securities laws (collectively, the "**Required Approvals**").

(g) Issuance of the TIGRcub[®] Certificates. The TIGRcub[®] Certificates to be issued at the Closings are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents.

(h) Capitalization. The capitalization of the Company is as set forth on Schedule 3.1(h). Except as set forth on Schedule 3.1(h), no Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions

contemplated by the Transaction Documents. Except as set forth on Schedule 3.1(h), there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any equity interests in the Company, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional equity. Except as set forth on Schedule 3.1(h), the issuance and sale of the TIGRcub[®] Certificates will not obligate the Company to issue equity interests or other securities to any Person (other than the Purchasers) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the equity interests of the Company are validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding interests were issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization is required for the issuance and sale of the TIGRcub[®] Certificates. There are no voting agreements or other similar agreements with respect to the Company's equity interests to which the Company is a party or, to the knowledge of the Company, between or among any of the holders of the Company's equity interests.

(i) Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "Action") which: (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

(j) Labor Relations. No material labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. No executive officer, to the knowledge of the Company, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(k) Compliance. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any order of any court, arbitrator or governmental body, or (iii) is or has been in violation of any statute, rule or regulation of any governmental authority, including without limitation all federal, state, local and foreign laws applicable to its business and all such laws that affect the environment, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(l) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such permits could not have or reasonably be expected to result in a Material Adverse Effect (“**Material Permits**”), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(m) Title to Assets. The Company and the Subsidiaries have (i) good and defensible title to, or valid leasehold interests, in all of their real and personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for Permitted Liens.

(n) Patents and Trademarks. To the knowledge of the Company, the Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or material for use in connection with their respective businesses and which the failure to so have could have a Material Adverse Effect (collectively, the “**Intellectual Property Rights**”). Neither the Company nor any Subsidiary has received a notice (written or otherwise) that the Intellectual Property Rights used by the Company or any Subsidiary violates or infringes upon the rights of any Person. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and to the Company’s knowledge, the Company’s intellectual properties are enforceable and not infringed at present by another Person.

(o) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as the Company believes are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage. A list and brief description of such policies is set forth on Schedule 3.1(o). Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(p) Transactions With Affiliates and Employees. Except as set forth on Schedule 3.1(p) or the Company's audited financial statements, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of \$100,000 other than for: (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(q) Certain Fees. Except as set forth on Schedule 3.1(q), no brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchasers shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(r) Private Placement. Assuming the accuracy of the Purchasers representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the TIGRcub[®] Certificates by the Company to the Purchasers as contemplated hereby pursuant to Section 4(2) of the Securities Act.

(s) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Purchasers or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Purchasers will rely on the foregoing representation in effecting transactions in securities of the Company. The Company has disclosed to the Purchasers all material facts known by the Company or contained in the Company's records that would reasonably affect the Purchaser's decision to acquire the V Certificates. All disclosure furnished by or on behalf of the Company to the Purchasers regarding the Company, its business and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements, in light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

(t) No Integrated Offering. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would, to the Company's knowledge, cause this offering of TIGRcub[®] Certificates to be integrated with prior offerings by the Company for purposes of the Securities Act or any applicable member approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(u) Solvency. Based on the financial condition of the Company as of the Closing Date, after giving effect to the receipt by the Company of the proceeds from the sale of the TIGRcub[®] Certificates hereunder: (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature; (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, and projected capital requirements and capital availability thereof; and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one (1) year from the Closing Date. Schedule 3.1(u) sets forth as of the dates thereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, "**Indebtedness**" means (a) any liabilities for borrowed money or amounts owed in excess of \$250,000 (other than trade accounts payable incurred in the ordinary course of business), (b) all guaranties, endorsements and other contingent obligations in respect of Indebtedness of others, whether or not the same are or should be reflected in the Company's balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; (c) the present value of any lease payments in excess of \$250,000 due under leases required to be capitalized in accordance with GAAP; and (d) any liabilities under any swap agreement or hedge agreement in respect of interest rates, currency exchange rates or commodity prices. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

(v) No General Solicitation. Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the TIGRcub[®] Certificates by any form of general solicitation or general advertising. The Company has offered the TIGRcub[®] Certificates for sale only to the Purchasers and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

(w) Foreign Corrupt Practices. Neither the Company, nor to the knowledge of the Company, any agent or other Person acting on behalf of the Company, has: (i) directly or

indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any Person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(x) Acknowledgement Regarding Purchasers' Purchase of TIGRcub[®] Certificates. The Company acknowledges and agrees that each of the Purchasers is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that no Purchaser is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by any Purchaser or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchasers' purchase of the TIGRcub[®] Certificates. The Company further represents to each Purchaser that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

3.2 Representations and Warranties of the Purchasers. Each Purchaser, for itself and for no other Purchaser, hereby represents and warrants as of the date hereof and as of the applicable Closing Date to the Company as follows:

(a) TIGRcub[®] Certificates. Such Purchaser acknowledges that TIGRcub[®] Certificates are a new type of security and that a limited number of TIGRcub[®] financings have been consummated. Such Purchaser has had an unrestricted opportunity to obtain additional information from and ask questions of representatives of the Company and Entrex concerning the TIGRcub[®] Certificates, the Company, Entrex, the Trustee and any other matters relating, directly or indirectly, to such Purchaser's purchase of the TIGRcub[®] Certificates, and all such information has been provided and such questions answered to such Purchaser's satisfaction.

(b) No Registration or Market. Such Purchaser understands that, except as provided for in the Indenture, TIGRcub[®] Certificates or any interest in the TIGRcub[®] Certificates cannot be sold, assigned, transferred, exchanged, hypothecated, pledged or encumbered, or otherwise disposed of, in the USA or to any U.S. Person unless they are registered under the Securities Act, or under any applicable state securities laws or the laws of any other jurisdiction or unless an exemption from registration is available and that no market will exist for the resale of any TIGRcub[®] Certificates. Such Purchaser understands that the TIGRcub[®] Certificates have not been registered under the Securities Act, or under any applicable state securities laws or the laws of any other jurisdiction, and cannot be resold in the USA or to any U.S. Person unless they are so registered or unless an exemption from registration is available. Such Purchaser understands that there is no plan to register the TIGRcub[®] Certificates for sale or resale under any law or in any jurisdiction.

(c) Organization; Authority. Such Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, organizational power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution, delivery and performance by such Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of such Purchaser. Each Transaction Document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by such Purchaser of this Agreement and the consummation by such Purchaser of the transactions contemplated hereby and thereby will not: (i) result in a violation of the organizational documents of such Purchaser or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Purchaser is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Purchaser, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Purchaser to perform its obligations hereunder.

(e) Own Account. Such Purchaser understands that the TIGRcub[®] Certificates are "restricted securities" under the Securities Act and have not been registered under the Securities Act or any applicable state securities law. Such Purchaser is acquiring the TIGRcub[®] Certificates as principal for its own account and not with a view to or for distributing or reselling such TIGRcub[®] Certificates or any part thereof or interest therein in the USA or to any U.S. Person in violation of the Securities Act or any applicable state securities law. Such Purchaser has no present intention of distributing any of such TIGRcub[®] Certificates in the USA or to any U.S. Person in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such TIGRcub[®] Certificates in the USA or to any U.S. Person in violation of the Securities Act or any applicable state securities law. Such Purchaser is acquiring the TIGRcub[®] Certificates hereunder in the ordinary course of its business. Such Purchaser understands that it may not be able to sell any of the TIGRcub[®] Certificates in the USA or to a U.S. Person without prior registration under the Securities Act or the existence of a valid exemption from such registration requirement.

(f) Purchaser Status. At the time such Purchaser was offered the TIGRcub[®] Certificates, it was, and at the date hereof it is an "accredited investor" as defined in Rule 501 under the Securities Act.

(g) Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the TIGRcub[®] Certificates, and has so evaluated the merits and risks of such investment. Such Purchaser is able to bear the economic risk of an investment in the TIGRcub[®] Certificates and, at the present time, is able to afford a complete loss of such investment. Such Purchaser acknowledges that it has not received any legal or tax advice from the Company or any of its representatives with respect to the transactions contemplated hereby.

(h) General Solicitation. Such Purchaser is not purchasing the TIGRcub[®] Certificates as a result of any advertisement, article, notice or other communication regarding the TIGRcub[®] Certificates published in any newspaper, magazine or similar media or broadcast over television, radio or via the Internet or presented at any seminar or any other general solicitation or general advertisement.

(i) No Governmental Review. Such Purchaser understands that no federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the TIGRcub[®] Certificates or the fairness or suitability of the investment in the TIGRcub[®] Certificates nor have such authorities passed upon or endorsed the merits of the offering of the TIGRcub[®] Certificates.

(j) Residency. Such Purchaser is a resident of that jurisdiction specified on such Purchaser's signature page hereto.

(k) No Other Representations. Such Purchaser acknowledges that neither the Company nor any other individual or entity has made any representations, warranties, guarantees or other promises or agreements regarding the purchase of the TIGRcub[®] Certificates except as expressly set forth herein.

ARTICLE 4. OTHER AGREEMENTS OF THE PARTIES

4.1 TIGRcub[®] Certificate Registry and Transfer Restrictions.

(a) Pursuant to the Indenture, the Trustee shall maintain a private register for the registration and registration of transfers of TIGRcub[®] Certificates. The name and address of each holder of one or more TIGRcub[®] Certificates, each transfer thereof, the purchase price therefor, and the name and address of each transferee of one or more TIGRcub[®] Certificates shall be registered in such register. Prior to due presentment for registration of transfer, the Person in whose name any TIGRcub[®] Certificate shall be registered shall be deemed and treated as the owner and holder thereof for all purposes, and the Company shall not be affected by any notice or knowledge to the contrary. The Company shall give to any registered holder of a TIGRcub[®] Certificate a complete and correct copy of the names and addresses of all registered holders of TIGRcub[®] Certificates.

(b) The TIGRcub[®] Certificates may only be disposed of in compliance with the Indenture, and any applicable federal or state securities laws. In connection with any purported transfer of TIGRcub[®] Certificates other than pursuant to an effective registration

statement, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred TIGRcub[®] Certificates under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights of a Purchaser under this Agreement and the Indenture. Any purported transfer in violation of the foregoing shall be null and void *ab initio*.

(c) Each Purchaser, severally and not jointly with the other Purchasers, agrees that the removal of the restrictive legend from the TIGRcub[®] Certificates as set forth in this Section 4.1 is predicated upon the Company's reliance that the Purchaser will only sell any TIGRcub[®] Certificates pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or pursuant to an opinion of counsel that removal of the restrictive legend is permitted in accordance with a valid exemption therefrom.

4.2 Prohibitions on Certain Trading Activities of the Purchasers. For so long as any Purchaser owns any TIGRcub[®] Certificates, such Purchaser shall not, directly or indirectly, and except as the same may be done through the facilities of the Trustee as set forth in the Indenture: (a) offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge, borrow or otherwise dispose of any TIGRcub[®] Certificates or any interest therein, and (b) establish or increase any "put equivalent position" or liquidate or decrease any "call equivalent position" (in each case within the meaning of Section 16 of the Exchange Act) with respect to any TIGRcub[®] Certificates, or otherwise enter into any swap, derivative or other transaction or arrangement that transfers to another, in whole or in part, any economic consequence or ownership of a TIGRcub[®] Certificates, whether or not such transaction is to be settled by delivery of TIGRcub[®] Certificates, other securities of the Company or otherwise, cash or other consideration.

4.3 Furnishing Information.

(a) As long as any Purchaser owns TIGRcub[®] Certificates and the Company is subject to the reporting requirements of the Exchange Act, the Company covenants to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act, it being acknowledged and agreed that neither the foregoing nor anything else in this Agreement, any Transaction Document or otherwise shall require the Company to maintain a registration of any of its securities under the Exchange Act or the Securities Act.

(b) As long as any Purchaser owns TIGRcub[®] Certificates, if the Company is not required to file reports pursuant to the Exchange Act, it will prepare and furnish to the Purchasers and make publicly available in accordance with Rule 144(c) promulgated under the Securities Act, the following information which shall be reasonably current in relation to the day it is given and which the Purchaser shall make reasonably available upon request to any Person expressing an interest in a proposed transaction in the Securities:

- (i) the exact name of the Company and its predecessor (if any);
- (ii) the address of its principal executive offices;
- (iii) the state of formation;
- (iv) the exact title and class of the TIGRcub[®] Certificates;
- (v) the par or stated value of the TIGRcub[®] Certificates;
- (vi) the total amount of the TIGRcub[®] Certificates outstanding as of the end of the Company's most recent fiscal year;
- (vii) the name and address of the transfer agent;
- (viii) the nature of the Company's business;
- (ix) the nature of the products or services offered;
- (x) the nature and extent of the Company's facilities;
- (xi) the name of the chief executive officer and managing member(s);
- (xii) the Company's most recent balance sheet and profit and loss and retained earnings statements;
- (xiii) similar financial information for such part of the two preceding fiscal years as the Company or its predecessor has been in existence;
- (xiv) whether the Purchaser or any associated Person is affiliated directly or indirectly with the Company; and
- (xv) whether the information is being submitted or published directly or indirectly on behalf of the Company, or any manager, director, officer or any Person, directly or indirectly, who is the beneficial owner of more than 10 percent of the outstanding units, interests, or shares of any equity security of the Company, and, if so, the name of such Person, and the basis for any exemption under the federal securities laws for any sales of such securities on behalf of such Person. The Company further covenants that it will take such further action as any holder of TIGRcub[®] Certificates may reasonably request, to the extent required from time to time to enable such Person to sell such TIGRcub[®] Certificates without registration under the Securities Act within the requirements of the exemption provided by Rule 144.

4.4 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that could reasonably be expected to be integrated with the offer or sale of the TIGRcub[®] Certificates in a manner that would require the registration under the Securities Act of the sale of the TIGRcub[®] Certificates to the Purchasers or that would be integrated with the offer or sale of the

TIGRcub[®] Certificates for purposes of the rules and regulations of any Trading Market such that it would require member approval prior to the closing of such other transaction unless member approval is obtained before the closing of such subsequent transaction.

4.5 Publicity. The Company and each Purchaser shall consult with each other in issuing any press releases with respect to the transactions contemplated hereby, and neither the Company nor any Purchaser shall issue any such press release or otherwise make any such public statement without the prior consent of the Company, with respect to any press release of any Purchaser, or without the prior consent of each Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Purchaser, or include the name of any Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of such Purchaser, except: (a) as required by federal securities law in connection with the filing of final Transaction Documents (including signature pages thereto) with the Commission and (b) to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Purchasers with prior notice of such disclosure permitted under this clause (b).

4.6 Use of Proceeds. The Company shall use the net proceeds from the sale of the TIGRcub[®] Certificates hereunder for general business purposes, in accordance with the Operative Documents.

4.7 Indemnification of Purchasers. Subject to the provisions of this Section 4.7, the Company will indemnify and hold each Purchaser and its Affiliates and their respective directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) (each, a “**Purchaser Party**”) harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys’ fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach by the Company of any of the representations, warranties, covenants or agreements in this Agreement or in the other Transaction Documents or (b) any action instituted against a Purchaser, or any of them or their respective Affiliates, by any holder of equity interests of the Company who is not an Affiliate of such Purchaser, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of such Purchaser’s representations, warranties or covenants under the Transaction Documents or any agreements or understandings such Purchaser may have with any holder of equity interests or any violations or alleged violations by the Purchaser of federal or state securities laws or any conduct by such Purchaser which constitutes fraud, gross negligence, willful misconduct or malfeasance). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such

Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of such separate counsel, a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. Without the Purchaser Party's prior written consent, which shall not be unreasonably withheld or delayed, the Company shall not consent to the entry of any judgment or enter into any settlement with respect to such Purchaser Party, unless (i) such settlement includes a provision whereby the plaintiff or claimant asserting the claim releases the Purchaser Party from all liability arising out of, relating to, in connection with or with respect thereto (pursuant to an unconditional and full release reasonably acceptable to the Purchaser Party's counsel) and the Purchaser Party shall have been held harmless against or indemnified for all amounts agreed to be paid, and all amounts paid, in such settlement, (ii) there is no finding or admission of any violation of law or any violation of the rights of any Person and there is no effect on any other claims that may be made against the Purchaser Party, or (iii) the sole relief of the claimant provided is monetary damages that are paid in full by the Company. The Company will not be liable to any Purchaser Party under this Agreement (i) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (ii) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by such Purchaser Party in this Agreement or in the other Transaction Documents.

4.8 Equal Treatment of Purchasers. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration is also offered to all of the parties to the Transaction Documents. For clarification purposes, this provision constitutes a separate right granted to each Purchaser by the Company and negotiated separately by each Purchaser, and is intended for the Company to treat the Purchasers as a class and shall not in any way be construed as the Purchasers acting in concert or as a group with respect to the purchase, disposition or voting of the Company's securities or otherwise.

4.9 Confidentiality After the Date Hereof. Each Purchaser, severally and not jointly with the other Purchasers, covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company, as described in Section 4.5, such Purchaser will maintain the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction and the contents of the Disclosure Schedules).

4.10 Form D; Blue Sky Filings. The Company agrees to timely file a Form D with respect to the TIGRcub[®] Certificates as required under Regulation D, if applicable, and to provide a copy thereof, promptly upon request of any Purchaser. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the TIGRcub[®] Certificates for, sale to the Purchasers at the applicable Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of any Purchaser.

ARTICLE 5.
MISCELLANEOUS

5.1 Fees and Expenses. The Company shall pay (a) all reasonable out-of-pocket expenses of the Purchasers associated with the preparation, execution, delivery and administration of the Transaction Documents and any amendment or waiver with respect thereto (including the reasonable fees, disbursements and other charges of counsel); (b) all out-of-pocket expenses of the Purchasers (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the Transaction Documents, (c) all fees and expenses associated with fees and expenses of other advisors and professionals engaged by the Purchasers.

5.2 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.3 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile or e-mail at the facsimile number or e-mail address, as the case may be, set forth on the signature pages attached hereto prior to 5:30 p.m. Central Prevailing Time on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile or e-mail at the facsimile number or e-mail address, as the case may be, set forth on the signature pages attached hereto on a day that is not a Business Day or later than 5:30 p.m. Central Prevailing Time on a Business Day, (c) the 2nd Business Day following the date of mailing, if sent by an internationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

5.4 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchasers holding a majority in aggregate principal amount of the TIGRcub[®] Certificates then outstanding and notice to the remaining Purchasers, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

5.5 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Purchaser (other than by merger). Any Purchaser may assign any or all of its rights under this

Agreement to any Person to whom such Purchaser validly assigns or transfers any TIGRcub[®] Certificates , provided such transferee agrees in writing to be bound, with respect to the transferred TIGRcub[®] Certificates , by the provisions of the Transaction Documents that apply to the Purchasers.

5.7 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

5.8 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the Southern District of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the Southern District of New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. The parties hereby waive all rights to a trial by jury. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

5.9 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the TIGRcub[®] Certificates .

5.10 Execution. This Agreement may be executed in two (2) or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature page were an original thereof.

5.11 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.12 Replacement of TIGRcub[®] Certificates. If any TIGRcub[®] Certificate is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new TIGRcub[®] Certificate, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new TIGRcub[™] Certificate under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement TIGRcub[®] Certificate.

5.13 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and each party hereby agrees to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.14 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance or non-performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Purchaser shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. Each Purchaser has been represented by its own separate legal counsel in their review and negotiation of the Transaction Documents.

5.15 Construction. The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments hereto.

5.16 Exculpation Among Purchasers. Each Purchaser acknowledges that it is not relying upon any Person, firm or corporation (including without limitation any other Purchaser), other than the Company and its officers and directors (acting in their capacity as representatives of the Company), in deciding to invest and in making its investment in the Company. Each Purchaser agrees that no other Purchaser nor the respective controlling persons, officers, directors, partners, agents or employees of any other Purchaser shall be liable to such Purchaser for any losses incurred by such Purchaser in connection with its investment in the Company.

5.17 Company Acknowledgement. The Company acknowledges and agrees that: (i) each of the Purchasers is participating in the transactions contemplated by this Agreement and the other Transaction Documents at the Company's request and the Company has concluded that such participation is in the Company's best interest and is consistent with the Company's objectives and (ii) each of the Purchasers is acting solely in the capacity of an arm's length purchaser. The Company further acknowledges that no Purchaser is acting or has acted as an advisor, agent or fiduciary of the Company (or in any similar capacity) with respect to this Agreement or the other Transaction Documents and any advice given by any Purchaser or any of its respective representatives in connection with this Agreement or the other Transaction Documents is merely incidental to the Purchasers' purchase of TIGRcub[®] Certificates. The Company further represents to each Purchaser that the Company's decision to enter into this Agreement has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Mobile Medical International Corporation

Address for Notice:
2176 Portland Street
St. Johnsbury, VT 05819

By: _____

Attention: _____

Name: _____

Fax: _____

Title: _____

E-mail: _____

With a copy to (which shall not constitute notice):

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

**PURCHASER SIGNATURE PAGE TO
SECURITIES PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the undersigned has caused this Securities Purchase Agreement to be duly executed by its authorized signatory as of the date first indicated above.

Name of Purchaser: _____

Signature of Authorized
Signatory of Purchaser: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Jurisdiction of Organization of Purchaser: _____

Address for Notice of Purchaser:

Fax Number of Purchaser: _____

With a copy to (which shall not constitute notice):

Address for Delivery of TIGRcub[®] Certificates for Purchaser (if not same as above):

Total Subscription Amount: \$ _____

EIN Number: _____

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Exhibit A – Form of Indenture

Exhibit B – Form of TIGRcub[®] Certificate

Exhibit C – Form of Opinion of Company Counsel

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Purchasers**

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