

# EXHIBIT 5

DEFENDANT RAJ BEDI REVOCABLE TRUST'S  
MEMORANDUM OF LAW IN SUPPORT OF  
MOTION TO DISMISS OR FOR STAY

**BUY-SELL AGREEMENT**

THIS AGREEMENT, made and entered into this 18th day of September, 2000, by and among RAJ BEDI and JOHN E. RAY, hereinafter referred to as SHAREHOLDERS, and C.F.B. REAL ESTATE CORP., an Indiana corporation, hereinafter referred to as CORPORATION,

WITNESSETH:

WHEREAS, the SHAREHOLDERS are the record and beneficial owners of the following shares of common stock of the CORPORATION:

Raj Bedi	100 Shares
John E. Ray	100 Shares

herein referred to collectively as the "shares" and the shares constitute all of the issued and outstanding shares of the CORPORATION as of this date; and

WHEREAS, the SHAREHOLDERS and the CORPORATION entered into a certain Stock Purchase Agreement dated the 17th day of September, 1991, which said Stock Purchase Agreement is hereby amended and restated in its entirety by this Buy-Sell Agreement; and

WHEREAS, the said Stock Purchase Agreement dated September 17, 1991, is hereby made null and void in its entirety by this Agreement; and

WHEREAS, the CORPORATION is closely held and the SHAREHOLDERS believe it to be in their mutual best interests and in the best interest of the CORPORATION to restrict the transfer of the shares of the CORPORATION; and

WHEREAS, the parties hereto desire to protect against the ownership of shares of the CORPORATION by persons who may be unwilling or unable to contribute to the success of the CORPORATION; and

WHEREAS, there is no established market for the sale of the shares and the SHAREHOLDERS desire to provide a market for their shares in the CORPORATION; and

WHEREAS, the proposed purchase price for any shares sold pursuant to the mandatory provision hereof is fair and adequate; and

WHEREAS, sale of any shares to anyone other than a SHAREHOLDER, unless consented to by the other SHAREHOLDER herein, might burden the parties and adversely affect the policies, financial condition, and continuity of management of the CORPORATION; and

WHEREAS, in the event of the death of either of the above named SHAREHOLDERS, it would be in the best interest of the CORPORATION, as well as the surviving SHAREHOLDER and

the heirs of the deceased SHAREHOLDER, that the CORPORATION and the remaining SHAREHOLDER enter into this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties hereto mutually covenant and agree as follows:

1. Restriction on Shares. During the term of this Agreement no SHAREHOLDER shall sell, transfer, assign, pledge, or otherwise transfer or encumber in any manner or by any means, including by court order, dissolution decree or settlement agreement, any of his respective shares of the CORPORATION, or any part thereof, or any interest therein, which he presently owns OR WHICH HE MAY HEREAFTER ACQUIRE without first having obtained the written consent of the parties hereto. The transfer of any shares of the CORPORATION by any of the SHAREHOLDERS shall not relieve such shares from the terms of this Agreement, except when transferred to or redeemed by the CORPORATION.
2. Notice of Proposed Transfer. In the event either SHAREHOLDER shall desire to sell, transfer, encumber, or otherwise dispose of all or any portion of his shares of the CORPORATION during his lifetime and shall have received a bona fide offer in writing from an unrelated third party, or court order, settlement agreement or otherwise, and seller desires to accept said offer, or comply with said court order or other agreement, and shall not have received the written consent of all other parties to this Agreement, then he shall first give written notice of the proposed sale, transfer, or other disposition to the CORPORATION and to the other SHAREHOLDER. The notice must be in writing and must set forth all the terms and conditions of the proposed transfer, and shall contain a photostatic copy of said offer.
3. CORPORATION'S Right of First Refusal. For thirty (30) days following the receipt of such notice, the CORPORATION shall have the exclusive right and option to purchase all, but not less than all, of the shares of the CORPORATION proposed to be sold, transferred, or encumbered by the offering SHAREHOLDER. The offering SHAREHOLDER shall not be allowed to vote on the question of whether the CORPORATION shall exercise the purchase option at any meeting of Directors or SHAREHOLDERS of the CORPORATION called for the purpose of determining whether or not to exercise the CORPORATION'S option to purchase. The CORPORATION shall exercise its election to purchase by giving written notice thereof to the offering SHAREHOLDER and to the other SHAREHOLDER. Notwithstanding anything contained herein to the contrary, the purchase price and terms shall be contained in paragraphs 10A, 10C, and 10D hereof.
4. SHAREHOLDER'S Option. If the CORPORATION does not exercise its option to purchase the shares within thirty (30) days following receipt of such written notice, the remaining SHAREHOLDER shall have the exclusive right and option, for a period of fifteen (15) days following the expiration of the CORPORATION'S option, to purchase the shares at the price and on the terms of the CORPORATION'S option.

The nonoffering SHAREHOLDER shall exercise his option by giving written notification thereof to the offering SHAREHOLDER within the fifteen (15) day period following the lapse of the CORPORATION'S option.

If the said shares are not purchased by the remaining SHAREHOLDER within the time limit provided for in this Agreement, the offering SHAREHOLDER may sell, transfer, or dispose of such shares to the transferee set forth in the notice, but he shall not sell the shares on any different terms or conditions given in the notice without giving the CORPORATION and the remaining SHAREHOLDER the right to purchase his shares at the price and on the terms offered to such transferee. The CORPORATION shall have ten (10) days to exercise this option and if not exercised, the other SHAREHOLDER shall have ten (10) days thereafter to exercise their option.

If the selling SHAREHOLDER shall fail to make such sale, transfer, disposition, or encumbrance to the prospective transferee named in the written notice to the CORPORATION and the remaining SHAREHOLDER within thirty (30) days following the expiration of the time above provided for the election by the other SHAREHOLDER, such shares shall again become subject to all restrictions of this Agreement.

5. Closing and Purchase Price. In the event of the CORPORATION'S exercise of its option to purchase or the remaining SHAREHOLDER'S exercise of his option to purchase, the notice given to the offering SHAREHOLDER shall specify a date for the closing of the purchase which shall be not later than thirty (30) days after the date of acceptance of the offer. The terms and price shall be determined by the CORPORATION in accordance with the provisions of paragraphs 10 A, 10 C, and 10 D of this Agreement.

With any sale of the shares pursuant to this Agreement, the seller shall deliver to the other party: (a) the certificate or certificates representing all of the shares owned by the seller; and (b) an executed assignment of those certificates or stock power in form and substance reasonably satisfactory to the other party transferring ownership of those shares to the other party.

6. Transferred Shares Subjected to This Agreement. Any shares transferred shall be subject to the terms of this Agreement, and the person or entity receiving such shares, and any subsequent transferees thereof, shall be subject to and bound by this Agreement in the same manner and with the same effect as the offering SHAREHOLDER would be bound had he not transferred his shares. Additionally, no transfer of shares shall be effective until the transferee signs this Agreement by addendum consenting to being bound by all of the terms contained herein.

7. Death of a SHAREHOLDER. Upon the death of either SHAREHOLDER, the other SHAREHOLDER may purchase from the estate of the deceased SHAREHOLDER and the personal representative of the estate of the deceased SHAREHOLDER'S estate shall sell, surrender, and transfer to the other SHAREHOLDER all shares of the CORPORATION, or any interest therein, owned by the deceased SHAREHOLDER at the time of his death. The terms and purchase price for the shares shall be in accordance with the provisions of paragraph 10 of this Agreement and shall be paid to the estate of the said deceased SHAREHOLDER.

The provisions of this paragraph shall be of no effect if both of the SHAREHOLDERS shall die within one hundred eighty (180) days of each other.

8. CORPORATION'S Purchase. In the event, for whatever reason, the remaining SHAREHOLDER does not purchase said shares pursuant to paragraph 7 herein, then, and in that event, the CORPORATION may purchase said shares.

9. Sufficient Surplus. In the event the CORPORATION shall not have sufficient surplus or other available assets to permit it to redeem all the shares of the deceased SHAREHOLDER in accordance with applicable law, the SHAREHOLDER and the personal representative of the deceased SHAREHOLDER shall promptly take such measures as are necessary to vote their respective holdings of the shares of the CORPORATION to reduce the capital of the CORPORATION or to take such steps as may be appropriate or necessary in order to enable the CORPORATION to purchase and pay for the shares to be redeemed, including, by way of illustration and not by way of limitation, an up-to-date appraisal of the assets of the CORPORATION.

If the CORPORATION shall, nevertheless, be unable to redeem the shares of the deceased SHAREHOLDER and the remaining SHAREHOLDER cannot purchase the shares from the estate of the deceased SHAREHOLDER, the CORPORATION shall be dissolved within a reasonable time not to exceed eighteen (18) months from the date of an independent accountant's determination that the CORPORATION does not have sufficient surplus to lawfully permit it to purchase all the shares in the hands of the decedent's personal representative. The provisions of this paragraph shall be of no effect if all of the SHAREHOLDERS shall die within one hundred eighty (180) days of each other.

10. Purchase Price.

A. The purchase price of each share of the CORPORATION shall be determined as follows: (i) by agreement of the parties, or if no agreement is reached, (ii) the corporate book value per share based on a balance sheet prepared in accordance with generally accepted accounting principals increased or decreased to adjust the real estate to fair market value as of the last day of the fiscal quarter immediately preceding the date of the death of said SHAREHOLDER (i.e. fair market value as a going concern and not as liquidation value).

If the fair market value of any of the assets is not agreed upon by the parties (or by the personal representative of the deceased SHAREHOLDER), then the said assets shall be appraised and valued by three (3) competent appraisers with the SHAREHOLDERS each selecting a competent real estate and personal property appraiser (or the personal representative of the deceased SHAREHOLDER shall select a competent real estate and personal property appraiser) and those two (2) appraisers selecting a third appraiser, which said value shall be determined by averaging the two (2) written appraisals that are closest in value.

Within one hundred twenty (120) days following the last day of the month in which the death shall occur, or notice of proposed transfer, the purchaser shall tender to the personal

representative of the estate of the deceased SHAREHOLDER (or said SHAREHOLDER) the full purchase price of the shares owned by such deceased SHAREHOLDER on the date of his death, subject to the provisions of paragraphs 10B, 10C and 10D hereof, and such personal representative (or SHAREHOLDER) shall immediately deliver to the purchasers a properly executed assignment of the total number of shares owned by the said SHAREHOLDER effectively transferring to the purchasers all such shares.

B. In the event the total purchase price of such shares of a deceased SHAREHOLDER shall exceed the total proceeds of policies of insurance owned by the purchaser on the life of the deceased SHAREHOLDER, if any, the purchaser shall pay the purchase price as follows: the amount of such life insurance policies in cash at the time of the assignment and transfer of all of the shares owned by the decedent, and the unpaid balance of the purchase price, or the entire purchase price if the said SHAREHOLDER has not died, shall be evidenced by the non-negotiable unsecured promissory note of the purchaser in the amount equal to the unpaid balance of the purchase price for such shares. So long as any part of the purchase price shall remain unpaid, the transferor or the personal representative of the decedent, as the case may be, shall have the right to examine the books and records of the CORPORATION at reasonable times and to receive copies of the financial statements and the tax returns prepared on behalf of the CORPORATION. If the CORPORATION or the remaining SHAREHOLDER breaches any material obligation of this paragraph, the selling SHAREHOLDER or the personal representative of the decedent, as the case may be, in addition to all other remedies available, may elect to declare the entire unpaid purchase price due and payable forthwith.

C. The principal and interest of said unsecured note shall be payable in seven (7) equal consecutive annual installments commencing one (1) year following the date of death of the SHAREHOLDER or lifetime transfer and shall bear interest from and after the date of transfer at the rate of eight percent (8.00%) per annum, determined and paid semi annually as of January 2, and July 2, of each year. The said Note shall give the maker thereof the option of prepayment in whole or in part at any time without penalty and shall provide that upon the default of any payment of principal or interest, the entire unpaid balance of principal and accrued interest shall become due and payable immediately.

D. The closing of such transfer and purchase shall take place at the offices of the CORPORATION, or at such other place agreed upon by the parties. In the event a SHAREHOLDER has died then at the closing the personal representative of the deceased SHAREHOLDER shall present to the other SHAREHOLDER a release from the Internal Revenue Service for possible liability from Federal Estate Tax, and from the Indiana Department of Revenue for possible Indiana Inheritance Tax, as well as evidence of payment and satisfaction of all claims against the estate, or in lieu of the above items, a form of indemnification satisfactory to the SHAREHOLDER.

E. The CORPORATION or the other SHAREHOLDER, as the case may be, agree that the proceeds of policies of insurance (if any) on the life of the deceased SHAREHOLDER shall, to the extent required, be properly applied to the purchase price of the shares of such deceased SHAREHOLDER.

F. The parties hereto agree that at any time they may review the value of the shares, and upon such review, the parties may either unanimously stipulate that there is no change in the value last stipulated or they may unanimously agree upon a new price for said shares.

Appropriate adjustment in the value of the shares shall be made for any share dividend, split, recapitalization, S corporation tax distribution, or issuance of additional outstanding shares of the company occurring after the fixing of the last valuation.

11. Transfers of Shares Permitted Subject to the Terms Hereof. Either of the parties hereto may transfer all or a portion of his shares of the CORPORATION to a trust that benefits his immediate family, by gift to or for the benefit of himself, his spouse, or other member of his immediate family (children and grandchildren). In case of any such transfer, the transferee or transferees shall receive and hold the shares subject to the terms of this Agreement, and there shall be no further transfer of such shares except by gift between immediate members of such family, or except in accordance with the terms of this Agreement. For the purposes of this Agreement, all shares transferred pursuant to the provisions of this paragraph shall be considered to be held by the transferring SHAREHOLDER named on page 1 of this Agreement (or any executed addendum hereto).

12. Sale of Shares Due to Criminal Activity. In the event a SHAREHOLDER is convicted of or admits to a felony or of a crime involving moral turpitude such as fraud, theft, or embezzlement, the other SHAREHOLDER, for a period of ninety (90) days after said conviction or admission, shall have the exclusive right and option to purchase all, but not less than all, of the shares of the said SHAREHOLDER. Such transfer shall occur within thirty (30) days of notice by the other SHAREHOLDER of the exercise of his rights hereunder. Such transfer should occur within thirty (30) days of notice by the other SHAREHOLDER of the exercise of his rights hereunder.

The price for each share owned by the said SHAREHOLDER shall be determined in accordance with paragraph 10 A hereof. The price shall be paid to the said SHAREHOLDER by paying the sum of ten percent (10.00%) of the purchase price within thirty (30) days of the transfer of said shares. The other SHAREHOLDER shall execute an unsecured promissory note to pay the balance of the purchase price, which said note shall provide for equal monthly payments over a period of ten (10) years, with interest on the unpaid balance at the rate of eight percent (8.00%) per annum. The SHAREHOLDER may prepay any part or all of the outstanding price without penalty.

13. Life Insurance. The SHAREHOLDERS covenant and agree that the CORPORATION or they may at their discretion maintain policies of life insurance issued by financially sound companies insuring each of the lives of the SHAREHOLDERS (in minimum amounts equal to the purchase price of the shares owned by each SHAREHOLDER, which policies shall be owned by the other SHAREHOLDERS and name the other SHAREHOLDERS as the beneficiary thereof). In the event the SHAREHOLDERS apply for the purchase of life insurance on the life of either SHAREHOLDER, such SHAREHOLDER shall fully cooperate in the procurement of such life insurance by performing all of the requirements of the insurer which are necessary conditions precedent to the

issuance and procurement of such life insurance policies. The SHAREHOLDERS may apply any dividend from such policies to the payment of premiums. Proceeds of any such insurance policies shall be used to purchase, in whole or in part, shares held by the deceased SHAREHOLDER.

14. Purchase of Insurance Policies on Withdrawal of Party. In the event that either SHAREHOLDER shall dispose of all of his shares in the CORPORATION in a manner permitted herein, such SHAREHOLDER shall have the right to purchase from the CORPORATION or the other SHAREHOLDER all transferable insurance policies on his life then in existence for a price equal to the cash surrender value of the policies or the fair market value thereof if there is no cash surrender value at the date of the offer of sale. The right to purchase shall be exercised and the price paid contemporaneously with the payment of the price for the shares purchased from such SHAREHOLDER. The CORPORATION or the other SHAREHOLDER shall deliver the policies to the SHAREHOLDER and shall execute any necessary instruments of transfer. In the event any policies of insurance subject to the foregoing option are not so purchased, such policies shall be released from the terms of this paragraph.

15. Option On Deadlock. For the purposes of this Agreement, "deadlock" means any of the following: (a) failure to obtain a majority vote by the SHAREHOLDERS for the election of a full board of directors at an annual meetings of SHAREHOLDERS or at a special SHAREHOLDERS' meeting called for the purpose of electing a board of directors; (b) the inability of the board of directors to take action by majority vote for two (2) consecutive meetings, whether regular or special, on business policy matters; or (c) by agreement of the parties.

In the event of a deadlock, either SHAREHOLDER may notify the other in writing that a deadlock has occurred and designate a date, which shall be a business day not less than thirty (30) nor more than forty (40) days after the date of such notice (the "option date"). On the option date, each SHAREHOLDER shall meet at the offices of Sanders • Pianowski, 401 West High Street, Elkhart, Indiana and in the presence of each other shall submit written bids for the purchase of the others stock.

The percentage of cash down payment and the percentage acceptable by either party pursuant to the terms of a promissory note or any other credit arrangement shall be agreed to in writing prior to the submission of each party's bid; otherwise, all such bids for purchase or sale of the others stock must be for a cash price. A partner of Sanders • Pianowski shall supervise the bid process. Each party may bring legal counsel or an advisor to the bid meeting.

Bid procedure shall continue until one party has submitted a higher bid than the other. The party submitting the higher bid shall be obligated to purchase the shares of the other party, and the other party shall be obligated to sell his shares for the amount of that bid. The closing and the payment of the purchase price shall take place within thirty (30) days after the higher bid has been submitted.



16. Restrictive Covenants.

A. Nondisclosure of Information. SHAREHOLDERS will have access to and become familiar with certain confidential information proprietary to the CORPORATION, including the CORPORATION'S clients and customers, financial data, current and future business plans, various trade secrets, and compilations of information and records which are owned by the CORPORATION, and which are regularly used in the operation of the business of the CORPORATION. The parties hereto agree that they shall not disclose any of the aforesaid information, directly or indirectly, nor use the information in any way either during the term of this Agreement or any time thereafter. All records and documents and similar items relating to the business of the CORPORATION coming into their possession shall remain the exclusive property of the CORPORATION and shall not be removed from the premises of the CORPORATION under any circumstances whatsoever without the prior written consent of the remaining SHAREHOLDER.

B. Injunctive Relief. The SHAREHOLDERS and the CORPORATION agree that the remedies at law for any breach by either of the SHAREHOLDERS of this paragraph will be inadequate and that the CORPORATION and the other SHAREHOLDER will be entitled to injunctive relief as well as whatever damages shall be determined by the Court, including but not limited to costs, attorney's fees, and punitive damages against the party violating the restrictive covenant.

C. Enforceability. The parties hereto believe the restrictive covenants contained in this paragraph are reasonable. However, if any Court having jurisdiction shall at any time hereafter hold the restrictions to be unenforceable or unreasonable whether as to scope, territory or period of time specified herein, and if such Court shall determine or declare the scope, territory or period of time which it deems to be reasonable, such scope, territory or period of time shall be deemed to be reduced to that declared or determined by said Court to be reasonable.

17. Restrictions During Payment. As long as any part of the purchase price or redemption price for the shares of the CORPORATION purchased in accordance with this Agreement shall remain unpaid, the remaining SHAREHOLDER or CORPORATION, as the case may be, shall not dissipate any of his or its assets and shall not sell or transfer any of his or its assets except in the regular and ordinary course.

18. Termination. This Agreement shall terminate upon the occurrence of any of the following events:

- A. Liquidation or dissolution of the CORPORATION;
- B. Bankruptcy of the CORPORATION or the appointment of a permanent receiver of the assets of the CORPORATION for the benefit of creditors.
- C. The other SHAREHOLDERS becoming the owners of all of the shares which are then subject to this Agreement.

D. The voluntary agreement of all parties who are then bound by the terms hereof.

19. Purchase of Insurance Policies Upon Termination. Each SHAREHOLDER shall have the right, within thirty (30) days following termination of this Agreement to purchase from the CORPORATION or other SHAREHOLDER the policies of insurance of his life at a price equal to the cash surrender value of the policies on the date of termination or the fair market value thereof if there is no cash surrender value at the date of the termination of this Agreement. Upon receipt of the purchase price, the CORPORATION or the other SHAREHOLDER shall deliver the policies to the respective purchasers and shall execute any necessary instruments of transfer. The insured shall have no further rights in any policies not purchased within the above thirty (30) day period.

20. Share Legend. Each certificate for shares now held or hereafter issued shall be endorsed as follows:

#### Notice

The shares evidenced by this certificate are subject to restrictions and options and are transferable only upon compliance with the provisions of a Buy-Sell Agreement dated September 18, 2000, between the CORPORATION and all of its SHAREHOLDERS. Any shares transferred in violation of the said Buy-Sell Agreement shall be null, void, and of no effect whatsoever. The shares have not been registered in accordance with Indiana or Federal securities laws, and transfer may not be permitted in the absence of such registration. A copy of the Buy-Sell Agreement is on file at the office of the CORPORATION and the provisions thereof are incorporated herein by reference.

21. Void Transfers. Any sale of shares made in a manner contrary to the terms of this Agreement shall be void and such shares shall not be transferred on the books of the CORPORATION.

22. Waiver and Specific Performance. The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to the personal representative of a deceased SHAREHOLDER by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto or the personal representative of a deceased SHAREHOLDER shall institute any action or proceedings to enforce the provisions hereof, any person (including the CORPORATION) against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representative has or have an adequate remedy at law, and such person shall not urge in any such action or proceeding the claim of the defense that such remedy at law exists.

23. Corporate Assumption of Obligations. If either SHAREHOLDER is unable to comply with and perform his obligations pursuant to this Agreement, then the CORPORATION shall assume and perform such obligations, to the extent permitted by law.

24. Additional Issuance of Shares. The CORPORATION shall not cause any additional shares of its capital stock to be issued without the written consent of all of its SHAREHOLDERS, nor issue any other equity interest or interest convertible into equity interest, except with the written consent of all of its SHAREHOLDERS. The consent of SHAREHOLDERS required hereunder shall not be unreasonably withheld.

25. Notices. Any and all notices, designated consents, offers, acceptances, or any other communication provided for herein shall be given in writing by certified mail, return receipt requested, which shall be addressed, in the case of the CORPORATION, to its principal office, and in case of either SHAREHOLDER, to his address appearing on the books of the CORPORATION or to his residence or to such other address as may be hereafter designated by him.

26. Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the enforceability of other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

27. Written Changes. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto and any such change may be added hereto as consecutively numbered addenda.

28. Entire Agreement. This Agreement constitutes the entire Agreement among the parties pertaining to the transfer and sale of the shares of the CORPORATION and shall replace and supersede any and all prior agreements among the parties, or any of them, restricting or controlling the transfer by them of the shares of the CORPORATION.

29. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns; and the parties, their heirs, personal representatives, successors, and assigns hereby agree to execute and deliver any and all documents and legal instruments necessary or desirable to carry out the provisions of this Agreement.

The officers of the CORPORATION executing this Agreement on behalf of the CORPORATION have been authorized to enter into this Agreement by virtue of a resolution adopted by the directors of the CORPORATION.

30. Cooperation. The parties hereto agree to cooperate fully in the execution, acknowledgment, and delivery of all instruments, pleadings, and other documents and to take such other action as may be reasonably necessary to further carry out and fully accomplish the intent and purpose of this Agreement.

31. CORPORATION'S Agreement. The CORPORATION agrees that it shall not transfer on its books any certificate, whether now outstanding or hereafter issued, or any of the shares represented thereby, or issue any certificate in lieu of such shares or any certificate, unless all of the conditions of this Agreement have been complied with and any transfer by the CORPORATION in violation of this Agreement shall be null, void, and have no effect whatsoever.

32. Transfer of Shares. On the sale of shares pursuant to any terms of this Agreement, the selling SHAREHOLDER or his estate shall transfer and warrant good and sufficient title of such shares to the purchaser thereof, free of all liens and encumbrances of every type and nature.

33. Miscellaneous. Nothing herein contained shall be construed as creating any contract or obligation on the part of the CORPORATION or SHAREHOLDERS to continue the employment of either SHAREHOLDER by the CORPORATION for any duration, it being specifically understood and agreed by the parties hereto, and each of them, that either SHAREHOLDER'S employment by the CORPORATION is as an employee at will, the employment of whom may be terminated at any time by the CORPORATION without liability to the opposite parties for matters extending beyond the termination of said employment.

Whenever consent is required of any party hereunder for the occurrence of any act, such consent shall not be unreasonably withheld.

34. Potential Conflict. The parties acknowledge that this Agreement has been prepared by Sanders • Pianowski ("law firm") on behalf of all parties hereto. With respect thereto, the parties represent as follows: (a) they have been advised of the potential conflict of interest in the preparation of the Agreement by the law firm because the Agreement establishes certain conflicting rights and obligations of each of the parties; (b) the parties consent to the law firm preparing the Agreement; (c) the law firm has advised and hereby advises each of the parties that it would be in their best interest to obtain the services of their own independent legal counsel to review this document; (d) the parties hereby waive any potential conflict of interest that may arise as a result of the preparation of the Agreement by the law firm, whether or not one or more of the parties to this Agreement may have consulted with separate legal counsel; and (e) the law firm has not provided advice regarding tax issues and has in fact recommended that all parties seek independent tax advice.

35. Indiana Law. This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in Elkhart, Indiana, in multiple originals this day and year first above written.

C.F.B. REAL ESTATE CORP.

BY: John E. Ray  
John E. Ray, President

BY: Raj Bedi  
Raj Bedi, Secretary

CORPORATION

John E. Ray  
John E. Ray

Raj Bedi  
Raj Bedi

SHAREHOLDERS