

**UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
[COMPANY],
A CALIFORNIA CORPORATION
[Date]**

In accordance with Section 307 of the California General Corporation Law, the undersigned, being all of the members of the board of directors (the “Board”) of [Company], a California corporation (the “Corporation”), do hereby adopt the following recitals and resolutions by unanimous written consent as of [Date], which action shall be as valid and legal and of the same force and effect as though taken at a meeting duly and validly noticed and held.

Acquisition of [Company 3] Assets

WHEREAS, the Board of Directors (the “Board”) of [Company] (the “Corporation”) has been presented with a proposed Asset Purchase Agreement (the “Purchase Agreement”) between [Company 2] (“[Company 2]”), a Delaware corporation and the parent company of the Corporation, and [Company 3], a Texas limited liability company (“Seller”), pursuant to which the Corporation would (a) purchase substantially all of the assets of Seller (the “Assets”), which principally consist of contracts with end-users for the sale of [Product X] in [List of States] (the “Assigned Contracts”) and certain related assets and (b) assume certain liabilities and obligations of Seller, subject to the terms and conditions set forth in the Purchase Agreement substantially in the form presented to and reviewed by the Board (the “Acquisition”);

WHEREAS, the estimated aggregate purchase price for the Assets shall be cash in the amount of approximately \$[] and the assumption of certain liabilities of Seller, including obligations for performance due arising from and after [Date] under the Assigned Contracts;

WHEREAS, in connection with the Acquisition, simultaneously with the execution of the Purchase Agreement, the Corporation and [List of Individuals], being all of the members of Seller (the “Guarantors”), will enter into a Guaranty Agreement (the “Guaranty Agreement”), pursuant to which the Guarantors, jointly, severally and unconditionally will agree to guaranty to the Corporation the prompt and full discharge of all indemnity obligations of Seller under the Purchase Agreement;

WHEREAS, in connection with the Acquisition, the Corporation and Seller will enter into a Transition Services Agreement (the “Transition Services Agreement”) pursuant to which Seller will provide certain services to [Company 2] for a period ranging from 90 to 120 days after the closing of the Acquisition (the “Transition Period”) in order to facilitate the Corporation’s integration of the Assets into its operations, for which the Corporation will not be required to pay Seller any fees other than \$[] in the event the Transition Period extends beyond 90 days after the closing;

WHEREAS, in connection with the Acquisition, [Company 2] will enter into a Guaranty Agreement with [Company 3] (the “[ABC] Guaranty”) through which [Company 2] will absolutely, irrevocably and unconditionally guaranty certain obligations of the Corporation under the Transition Services Agreement;

WHEREAS, in connection with the Acquisition, the Corporation and [Company 3] (“[Company 3]”), a Delaware limited liability company, will enter into an Operating Agreement, a Security Agreement and a Blocked Account Control Agreement (the “[Company 3] Agreements”), pursuant to which, among other things, (a) [Company 3] will supply the Corporation with [Product X] that the Corporation will in turn supply to customers acquired through the Acquisition, (b) [Company 3] will extend certain trade credit to the Corporation and (c) the Corporation will provide [Company 3] with certain collateral in order to secure the repayment of any amounts owed by the Corporation to [Company 3];