

RECITALS

A. WHEREAS, the Company and the Shareholders agree that it is in their best interests that the shares of stock of the Company be closely held by individuals that have common interests and goals with respect to the Company;

B. WHEREAS, to that end, the Company and the Shareholders wish to continue to be able to choose those with whom they will be associated as Shareholders of the Company;

C. WHEREAS, pursuant to the foregoing, the Company and the Shareholders entered into that certain "*Company Name* Buy-Sell Agreement" as of *Insert Date*, which agreement, the parties wish to restate in its entirety as hereinafter set forth;

D. WHEREAS, the shares of stock of the Company presently consist of voting shares only but it is contemplated that, from time to time hereafter, non-voting shares in the Company may be issued; and

E. WHEREAS, the Shareholders and the Company believe it to be in their best interest to state this Agreement for application to both voting and non-voting shares of the Company so as to best promote the future prospects of Company and the value of each Shareholder's investment in the Company.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Company and the Shareholders hereby agree *as* follows:

AGREEMENT

1. Prohibition. Except as required or permitted under this Agreement, no Shareholder shall: (a) sell, assign, convey or otherwise transfer shares of the Company's stock, nor any rights thereunder or interest therein; (b) transfer the Company's shares in violation of federal or state securities laws; or (c) pledge, encumber, hypothecate or otherwise transfer the Company's shares to a third party as collateral. In addition to the foregoing, if the Company makes an election to be taxed as an S Corporation under the Internal Revenue Code, for so long as such election is in effect, no Shareholder shall (even if otherwise allowed under this

Agreement) transfer the Company's shares to any corporation, partnership, or trust, or to any other transferee, whether voluntarily, involuntarily, or by operation of law, if the effect of the transfer would be to cause the election to be terminated. Any purported transfer of shares of the Company's stock in violation of this Agreement shall be null and void and of no effect.

2. Purchase and Sale.

(a) Triggering Events. In the event that any Shareholder: (i) retires (as defined in Paragraph 11) from employment with the Company, (ii) dies, (iii) becomes permanently disabled (as defined in Paragraph 11), (iv) terminates his or her employment with or has such employment terminated by the Company or (v) is adjudicated a bankrupt (voluntary or involuntary) or makes an assignment for the benefit of creditors, then, to the extent permitted by law, the Company shall purchase, and the Shareholder shall sell to the Company, all of such Shareholder's stock in the Company.

(b) Continuing Consultant or Director. If a Shareholder retires or terminates employment with or has such employment terminated by the Company but remains (or becomes) a director of or consultant to the Company, and if the Shareholder and the Board of Directors mutually-agree, the Shareholder may sell and the Company may agree to purchase less than all of the shares of stock in the Company held by the Shareholder at that time; provided, however, that the shares that are sold to the Company will be sold at the price, in accordance with the payment schedule, and otherwise on the terms and conditions specified in this Agreement for sales pursuant to subparagraph (a) above. Any shares retained by the Shareholder shall continue to be held subject to the terms and conditions of this Agreement with the retirement or removal of the Shareholder as a director of or consultant to the Company being treated the same as a termination of employment under subparagraph (a) above.

3. Terms and Conditions; Procedure; Effective Date.

(a) Terms. All purchases and sales under Paragraph 2 shall be at the price, in accordance with the payment schedule and otherwise on the terms and conditions specified in this Agreement.

(b) Notices and Procedure. Within ten (10) days after the occurrence of any of the events described in Paragraph 2 (including, if applicable, expiration of the one (1) year disability period referred to in Paragraph 11(a)) obligating a Shareholder to sell stock in the Company, such Shareholder (or legal representative) shall deliver a written notice to the Company (the "Purchase Notice") of the facts giving rise to such obligation. Said Purchase Notice is mandatory, and in the event it is not timely delivered as required herein it shall be deemed to have been delivered and received on the tenth (10th) day following the occurrence of the event giving rise to the obligation to deliver the Purchase Notice.

(c) Effective Date. A transfer of shares hereunder shall be effective as of the tenth (10th) day following the Purchase Notice, and the selling Shareholder (or legal representative) shall thereupon promptly surrender his or her stock certificate(s) to the Company. It is understood and agreed that, from and after such effective date of transfer, the selling Shareholder shall no longer have any right, title or interest in such shares, including without

limitation any right to vote said shares or to receive dividends thereon, regardless of when the purchase price for the shares is paid.

4. Third Party Transfers.

(a) Company Option.

(i) Offer Notice. In the event that any Shareholder wishes to voluntarily sell or otherwise dispose of his or her shares of stock in the Company to a third party in a bona fide transaction, the Shareholder must first give written notice (the "Offer Notice") to the Company, and must include with such notice the name and address of the proposed transferee, the number of shares the Shareholder proposes to transfer, the price per share, and the terms of payment. The Shareholder shall only make or receive an offer for such stock from a single transferee with respect to each such bona fide transaction. For a period of thirty (30) days following receipt of the Offer Notice, the Company shall have the option (but not the obligation) to purchase all or any part of the shares the Shareholder proposes to transfer at the lesser of: (a) the price and terms stated in the Offer Notice; or (b) the price determined pursuant to Paragraphs 8(a) and 8(b) of this Agreement (or, if applicable, Paragraph 9 of this Agreement) in which case, payment shall be pursuant to the terms and conditions of Paragraph 7(b) of this Agreement.

(ii) Company Exercise Notice. If the Company elects to exercise the option to purchase all, or some, of the Shareholder's stock, the Company shall give written notice to the Shareholder within the aforementioned thirty (30) day period (the "Company Exercise Notice"). The Company shall then pay the purchase price, in accordance with the terms in the Offer Notice or as determined pursuant to the foregoing subparagraph (a)(i)(b). The transfer of shares by the Shareholder to the Company shall be effective as of the giving of the Company Exercise Notice, and the selling Shareholder: (a) shall thereupon promptly surrender his or her stock certificate(s) to the Company; and (b) in all events, from and after the effective date shall no longer have any right, title or interest in the shares sold to the Company, including without limitation any right to vote such shares or receive dividends thereon, regardless of when the purchase price for the shares is paid.

(b) Shareholder Option.

(i) Offer Notice. If the Company does not elect to acquire all of the shares specified in the Offer Notice, the Company, on or before the expiration of the thirty (30) day period specified in Paragraph 4(a), shall give written notice to all Shareholders other than the selling Shareholder. Such notice shall include the information provided with the Offer Notice regarding the proposed transferee, the number of shares proposed to be transferred, the price per share, and the terms of payment, and also shall indicate the number of shares not acquired by the Company pursuant to the Company's option to purchase. The Shareholders shall have the option (but not the obligation) to purchase any shares not purchased by the Company at the price and on the same terms and conditions that the Company was entitled to purchase the shares under Paragraph 4(a).

(ii) Shareholder Exercise Notice. Any Shareholder desiring to acquire all, or any portion, of the shares available shall, within twenty (20) days after receipt of the Company's notice, deliver to the Company a written notice (the "Shareholder Exercise Notice") specifying the number of shares the Shareholder wishes to acquire.

(iii) Allocation. If the total number of shares specified in the Shareholder Exercise Notices exceeds the number of available shares, each Shareholder shall have priority up to the number of shares specified in his/her Shareholder Exercise Notice, to purchase the available shares in the same proportion that the number of the Company's shares then held by the Shareholder bears to the total number of the Company's shares held by all Shareholders submitting Shareholder Exercise Notices. Any shares not purchased on such a priority basis shall be allocated in one or more successive allocations to those Shareholders electing to purchase more than the number of shares to which they have a priority right up to the number of shares specified in their respective Shareholder Exercise Notices in the proportion that the number of shares held by each of them bears to the number of shares held by all of them. Within ten (10) days after the deadline for the submission of the Shareholder Exercise Notice, whether or not allocation was necessary, the Company shall notify each Shareholder of the number of shares the Shareholder shall purchase pursuant to the procedure established herein, and the Shareholder shall pay the purchase price in the manner required hereunder.

(iv) Effective Date. The transfer of the shares by the selling Shareholder to the purchasing Shareholder(s) shall be effective as of the Company's notice to the Shareholders under subparagraph (iii) above. The selling Shareholder shall thereupon promptly surrender his or her stock certificate(s) to the Company. In all events, from and after said effective date the selling Shareholder shall no longer have any right, title or interest in the shares transferred, including without limitation any right to vote such shares or to receive dividends thereon, regardless of when the purchase price for the shares is paid.

(v) Voting and Non-Voting Shares. The Shareholder option in this Paragraph 4(b) shall be applied separately to voting and non-voting shares in a manner such that holders of voting shares shall have the Shareholder option with respect to any non-voting shares which may become available, but holders of non-voting shares shall not have any such option or other rights with respect to voting shares which may become available.

(c) Permitted Third Party Transfers.

(i) Transfer to Third Parties. If the Company and/or the other Shareholders do not purchase all of the shares set forth in the Offer Notice, subject to the prohibitions set forth in Paragraph 1 of this Agreement, any shares not so purchased may be transferred to the proposed transferee at the price and on the terms specified in the Offer Notice at any time within thirty (30) days after the expiration of the period within which the other Shareholders could submit a Shareholder Exercise Notice.

(ii) Conditions. The Company, in its discretion, may impose as an additional condition precedent to any transfer under subparagraph (i) above that counsel selected (and paid for) by the Company furnish the Company an opinion to the effect that the transfer, if consummated as described in the Offer Notice, will be in compliance with the Federal Securities

Act of 1933 (the "Act") and the *(Insert Appropriate State Corporate Securities Law Here)* (the "Law"), and will not have the effect of making unavailable to the Company, or violating, any exemption from registration under the Act or from qualification under the Law (and in such event the period within which the shares must be transferred to the proposed transferee shall be extended an additional thirty (30) days to allow for receipt of the opinion). The Company may also require in its sole discretion that, in all events in connection with any such transfer, the transferee execute and deliver to the Company a written assumption agreement pursuant to which the transferee agrees to hold any shares acquired subject to the provisions of this Agreement, including without limitation the restrictions on transfer. Any purported transfer of shares to a transferee without the execution and delivery of the requisite written assumption agreement by the transferee shall be null and void and of no effect.

(iii) Time Limit. No transfer of the shares that were the subject of the Offer Notice shall be made after the end of the thirty (30) day period specified in this Paragraph 4(c) (or the end of the additional thirty (30) day period that is applicable if the Company requires the opinion of counsel specified in this Paragraph 4(c)), nor shall any change in the terms of transfer that were specified in the Offer Notice be permitted, without a new Offer Notice being given to the Company and the Shareholder wishing to transfer the shares again complying with the requirements of this Paragraph 4(c).

5. Divorce of a Shareholder.

(a) Notice. In the event there is a final dissolution of marriage or judgment of legal separation of a Shareholder (collectively, a "divorce"), in which any shares of stock in the Company are awarded to a spouse who is not a director, officer or employee of the Company ("Nonemployed Spouse"), then either such divorced Shareholder or such spouse shall within ten (10) days after such event give the Company written notice of the occurrence and date of such event (the "Divorce Notice").

(b) Company Option. For a period of sixty (60) days after receipt of the Divorce Notice, the Company shall have the right (but not the obligation) to elect to purchase all, or a portion, of the shares which were awarded to the Nonemployed Spouse. The price at which and other terms and conditions on which the Company may acquire the shares shall be the price determined pursuant to Paragraphs 8(a) and 8(b) of this Agreement (or, if applicable, Paragraph 9 of this Agreement) and payable pursuant to the terms and conditions of Paragraph 7(b) of this Agreement. Notwithstanding the foregoing: (i) the date of the Company Election Notice (as hereinafter defined) shall be used in lieu of the date of the Purchase Notice to determine the applicable payment dates; and (ii) the five-year period specified in Paragraph 9 shall be measured from the date the shares were originally acquired by the Shareholder, not the date of the divorce.

(c) Company Election. The Company shall exercise its option by written notice (the "Company Election Notice") to the Nonemployed Spouse, given within the aforementioned sixty (60)-day period, to the last known address of the Nonemployed Spouse. The Company Election Notice shall be valid if so given, regardless of whether actually received. Upon the giving of the Company Election Notice, the Nonemployed Spouse shall promptly

surrender the stock certificate(s) for such shares to the Company and, from and after the date of the Company Election Notice, shall have no further rights as a shareholder of the Company.

(d) Notice to Shareholder. If the Company exercises its option as provided herein, it shall give the divorced Shareholder who remains a director, officer, employee or consultant of the Company written notice of such exercise. Such Shareholder shall have the right, by giving written notice to the Company, within thirty (30) days after receipt of the Company's notice, to purchase from the Company the shares acquired by the Company pursuant to the Company Election Notice on the same terms and conditions on which the Company purchased the shares from the Nonemployed Spouse; provided, however, that if the Company may not lawfully sell the shares to the Shareholder on such terms and conditions, the Shareholder's right to purchase hereunder shall be for cash (payable concurrently with the Shareholder's notice to the Company) at the price paid by the Company to acquire the shares. All such shares which are purchased by the Shareholder shall thereupon be held subject to the provisions of this Agreement.

6. Exceptions for Trust Transfers and Founders.

(a) Transfers to a Trust. Notwithstanding the provisions of this Agreement, a Shareholder may make a transfer of any shares of stock in the Company to an inter vivos trust of which the Shareholder *is* (and remains) the sole trustee, provided that: (i) any such transfer has received the prior written approval of the Board of Directors of the Company; (ii) the Shareholder, in his or her capacity as trustee, agrees in writing to hold the shares subject to all of the provisions of this Agreement; and (iii) for purposes of applying the provisions of this Agreement the transferor Shareholder shall continue to be included within the meaning of the term Shareholder as used in this Agreement (and thus, by way of example, if an event described in Paragraph 2 obligating a Shareholder to sell his or her stock in the Company occurs with respect to the transferor Shareholder, the Shareholder in his capacity *as* trustee (or the successor trustee) will be obligated to sell his stock in the Company as provided herein). Prior to any resignation of the Shareholder as sole trustee or the addition of any other trustees or any amendment or change to such trust which would materially and adversely affect the rights of the Company or the other Shareholders under this Agreement, the Shareholder shall cause such shares to be reconveyed by such trust to the Shareholder to be held by the Shareholder subject to the terms and conditions of this Agreement.

(b) Founders.

(i) Transfer of Founder Stock. Notwithstanding the provisions of Paragraph 2 or 4 of this Agreement, a Founder shall have the right (but not the obligation) to sell or otherwise transfer any or all of his shares of stock in the Company to any person who is an employee of the Company at such price and on such other terms and conditions as the Founder, in his discretion, shall determine, without the Company or any other Shareholder having the rights described in Paragraph 2 or 4, provided that the Founder does so prior to the occurrence of an event described in Paragraph 2 (other than permanent disability) of this Agreement that is applicable to him. The Company shall have the right to impose the conditions precedent referred to in Paragraph 4(c)(ii) on such sale or transfer by a Founder.

(ii) Founder Disability. Anything else in this Agreement, to the contrary notwithstanding, if a Founder is permanently disabled, the Founder (or his legal representative) shall have the right to defer delivering a Purchase Notice to the Company. Pending delivery of such notice, neither the Founder shall be required to sell, nor the Company shall be required to purchase, the Founder's stock until such sale and purchase is otherwise required pursuant to Paragraph 2 of this Agreement.

7. Purchase Price Payment. The purchase price applicable to a purchase made pursuant to this Agreement (unless otherwise provided in this Agreement) shall be paid as follows:

(a) (i) Death. In the case of a purchase resulting from the death of a Shareholder, the purchase price for the deceased Shareholder's stock shall be payable: (i) 50% of the purchase price not later than sixty (60) days following the date of delivery of the Purchase Notice; and (ii) the balance within ten (10) days after receipt by the Company of insurance proceeds, if any, payable to the Company as a result of the death of the Shareholder to the extent such proceeds cover such balance. In any event, and regardless of whether any such insurance proceeds have been received by the Company, the balance of the purchase price shall be paid within one (1) year of the date of delivery of the Purchase Notice. If insurance proceeds payable to the Company as a result of the death of the Shareholder are received by the Company prior to the 60th day after the date of delivery of the Purchase Notice, the full purchase price shall be paid not later than sixty (60) days after the date of delivery of the Purchase Notice. If the full purchase price has not been paid on or before the 60th day after the date of delivery of the Purchase Notice, the obligation to pay the balance of the purchase price shall be evidenced by the Company's promissory note, which shall be delivered to the selling Shareholder's legal representative at the time that the first payment is due hereunder and shall be dated as of the date of such delivery. Said promissory note shall be substantially in the form attached hereto as Exhibit A and incorporated herein by this reference.

(ii) Retirement, Permanent Disability. In the case of a purchase on account of retirement or permanent disability of the Shareholder, the purchase price for the selling Shareholder's stock shall be payable as follows: An initial payment ("Initial Payment") shall be made not later than sixty (60) days following the date of delivery of the Purchase Notice, (which date is hereinafter referred to as the "Initial Payment Date"). The Initial Payment shall be 29% of the purchase price. The obligation to pay the balance of the purchase price shall be made over a three (3) year period and shall be evidenced by the Company's promissory note, which shall be delivered to the selling Shareholder on the Initial Payment Date and shall be dated as of the date of such delivery. Said promissory note shall be substantially in the form attached hereto as Exhibit B incorporated herein by this reference. In the event a selling Shareholder dies prior to the payment pursuant to this Paragraph 7(a)(ii) of the full amount owed (including interest), payment for the shares shall be completed in accordance with either Paragraph 7(a)(i) or 7(a)(ii), whichever will result in completing the payments to be made hereunder earlier.

(b) Other Causes. In case of a purchase for any cause other than a cause covered by Paragraph 7(a), the purchase price for the selling Shareholder's stock shall be payable as follows: the Initial Payment shall be made not later than sixty (60) days following the date of the Purchase Notice, the Company Exercise Notice, the Shareholder Exercise Notice, or

the Company Election Notice, as the case may be. The Initial Payment shall be 15% of the purchase price. The obligation to pay the balance of the purchase price shall be made over a seven (7) year period and shall be evidenced by the Company's promissory note, which shall be delivered to the selling Shareholder on the Initial Payment Date and shall be dated as of the date of such delivery. Such promissory note shall be substantially in the form attached hereto as Exhibit C incorporated herein by this reference. Death of a Shareholder shall not affect the schedule of any payments being made pursuant to this Paragraph 7(b).

(c) Interest Rate; Pre-payment. Each promissory note referred to in Paragraphs 7(a) and 7(b) above (Exhibits A, B and C) shall provide for interest to be paid on the unpaid balance of the purchase price, from and after the date the note is to be delivered hereunder, at a rate of interest equal to the prime rate of interest being charged by Bank of America N.T.&S.A. for short term loans to commercial borrowers as of such delivery date (the "Prime Rate"); provided however that said rate of interest shall not in any event exceed the maximum rate permitted by law. With respect to the promissory note to be delivered in the case of death (Exhibit A) the Prime Rate shall be fixed on the date the note is delivered and remain fixed for the balance of the term of such note. The promissory notes with respect to retirement, permanent disability and other causes (Exhibits B and C) shall initially provide for interest at the Prime Rate in effect as of the date such note is delivered but shall also provide that the rate of interest shall be adjusted during the term of the note at such times, if any, as the Prime Rate is adjusted; provided however that said rate of interest shall not in any event exceed the maximum rate permitted by law. Each promissory note shall provide that at the Company's option, payment of such note may be prepaid, in whole or in part, at any time or from time to time, without premium or penalty; provided, however, that the full amount of the purchase price of an Exhibit B or Exhibit C note shall not be paid during the calendar year in which the shares are sold (other than under the circumstances described in subparagraph (d) above).

(d) Acquisition; Merger. Anything in this Agreement to the contrary notwithstanding, in the event that all or substantially all of the assets or outstanding shares of stock of the Company are acquired by a third party or the Company merges with another corporation, the majority of the voting shares of which are not owned by the three Founders combined, the full amount of the unpaid balance owed for any shares of the Company purchased pursuant to this Agreement (including accrued interest through the date of payment) shall be paid within thirty (30) days after the completion of the acquisition or merger.

(e) Offset. Notwithstanding any provision in this Agreement hereunder to the contrary, any payments due hereunder by the Company to a Shareholder, or a Shareholder's representative, shall be subject to offset or reduction to the extent that the shares in question have not been fully paid for by the Shareholder and purchase price amounts thereon are due and owing by the Shareholder to the Company.

8. Purchase Price Amount. The purchase price to be paid in connection with a purchase made pursuant to this Agreement (unless otherwise provided in this Agreement) shall be the purchase price in effect as of the date of delivery of a Purchase Notice, Offer Notice or Divorce Notice, as the case may be, determined as follows:

(a) Calculation of Purchase Price. The purchase price per share for each share of the Company's stock shall be based on the value of the Company (determined as specified in Paragraph 8(b) as of the end of each calendar quarter (hereinafter, the "Valuation Date"), and shall be equal to said value (as said value may be adjusted pursuant to Paragraph 8(b) by reason of certain transactions occurring after the Valuation Date) divided by the combined number of: (i) the total number of shares of stock (voting and non-voting) of the Company outstanding as of the Valuation Date; and (ii) the total number of shares of stock (voting and non-voting) covered by all Webcor Construction, Inc., Stock Option and Option Appreciation Right Agreements ("Option Agreements") calculated as if all purchase options contained therein had been fully exercised. The sum of the foregoing (i) and (ii) are referred to herein as the "Total Number of Shares." The price per share (as said price may be adjusted pursuant to Paragraph 8(b) by reason of certain transactions occurring after the Valuation Date) shall be applicable to all purchases and sales made pursuant to this Agreement during the calendar quarter immediately following the Valuation Date. For purposes of this Agreement, the issuance of additional shares of stock, the entering into of additional Option Agreements, and/or the purchase by the Company of outstanding shares of stock after a Valuation Date shall not affect the applicable price per share until the next Valuation Date, it being understood and agreed that said price per share shall be determined for each calendar quarter on the basis of the Total Number of Shares as of the Valuation Date immediately preceding each calendar quarter. Nothing contained herein shall be construed to prevent or otherwise affect the issuance of additional shares or the purchase of outstanding shares of stock of the Company or entering into of additional Option Agreements, nor to affect the times at which or the terms upon which the same may be issued, purchased or entered into.

(b) Value of the Company.

(i) Book Value. The value of the Company for purposes of calculating the purchase price per share shall be determined on a "fully diluted basis" as an amount equal to the book value of the Company as of the Valuation Date (meaning the difference between the Company's total assets and total liabilities as reflected by the Company's books of account, which shall be maintained in accordance with generally accepted accounting principles consistently applied), adjusted as follows: (a) furniture, fixtures, machinery and equipment and investments held by the Company shall be valued at their fair market value as of the Valuation Date; (b) accounts receivable shall be valued at their face amount as of the Valuation Date less a reasonable reserve for bad debts, the amount of which shall be established, in good faith, by the Company's Board of Directors; (c) if not already reflected in the Company's books of account, the book value of any real property and/or leasehold improvements shall be adjusted to reflect depreciation through the Valuation Date; and (d) consideration due to the Company under all outstanding Option Agreements shall be deemed as having been received in full by the Company at the cash price stated in the Option Agreement without reference to the "Option Appreciation Right" referred to therein.

(ii) Adjustment. In addition, for the purpose of determining the price per share payable pursuant to this Agreement, the value of the Company as of the Valuation Date shall be subject to further adjustment after the Valuation Date based on the following transactions, should they occur: (a) the value of the Company shall be reduced by the amount by which cash dividends and/or cash bonuses, if any, paid during the period between the Valuation

Date and the date of delivery of a Purchase Notice, Offer Notice or Divorce Notice, as the case may be (hereinafter the "Applicable Period"), exceed the Company's net earnings for the Applicable Period; and (b) during the period, if any, that the Company has an election to be taxed as an S Corporation under the Internal Revenue Code in effect, the value of the Company shall be reduced by the amount of any distributions made to Shareholders during the Applicable Period that are made to provide the Shareholders with funds with which to pay federal and/or state income taxes payable for the calendar quarter immediately preceding the Applicable Period based on income recognized by the Shareholders by reason of the Company's status as a Subchapter S Corporation. Such Subchapter S adjustment shall be made regardless of whether the total amount of any such distributions exceeds the Company's net earnings for the Applicable Period, and any such distribution shall not be taken into account in calculating the Company's net earnings for the Applicable Period for the purpose of determining whether an adjustment pursuant to (a) above is required.

(iii) Insurance; Goodwill. It is understood and agreed by the Shareholders that anything in the Company's books of account to the contrary notwithstanding, (a) insurance proceeds received or to be received by the Company due to the death of the Shareholder whose shares are being acquired shall not affect the Company's value for the purpose of determining the price per share to be paid to the Shareholder's estate (although the assets of the Company, and, hence, the Company's value, shall reflect the cash surrender value of any life insurance policies owned by the Company as of the Valuation Date), and (b) no value shall be attributable to goodwill in determining the Company's value.

9. Five Year Restriction.

(a) Restriction. Anything in this Agreement (including, without limitation, Paragraph 8(a)) to the contrary notwithstanding, if an obligation or option to purchase stock arises under Paragraphs 2 or 4 of this Agreement (other than because the death or permanent disability of the Shareholder in question) within five (5) years after the Shareholder has acquired shares of stock in the Company, the purchase price payable under this Agreement for any shares acquired by such Shareholder during the five-year period prior to the occurrence of the event creating the purchase obligation or purchase option shall be the lesser of: (i) the purchase price paid by the Shareholder for any such shares; or (ii) the purchase price calculated pursuant to Paragraphs 8(a) and 8(b) of this Agreement. Either price under (i) or (ii) shall be payable pursuant to the terms and conditions of Paragraph 7(a)(ii) or 7(b) as applicable.

(b) Construction. Nothing contained in this Paragraph 9 shall be construed: (i) to alter the method for determining the price payable by the Company and/or any Shareholder exercising the option to purchase contained in Paragraph 4 of this Agreement, but this Paragraph 9, if applicable to the shares that are the subject of the Offer Notice, shall establish the price payable pursuant to this Agreement for the purpose of determining whether the price payable pursuant to the Agreement or the price specified in an Offer Notice shall be the lesser, and hence, the applicable purchase price; or (ii) to alter the purchase price to be paid (a) for shares of stock of the Company held by a Shareholder that were acquired prior to the aforementioned five-year period, or (b) for shares of stock of the Company that must be purchased in the event of the death or permanent disability of a Shareholder.

(c) Application. For purposes of applying this Paragraph 9: (i) as to shares acquired from a Founder pursuant to Paragraph 6(b)(1), the five (5) year period shall commence to run as of the date any such shares are acquired from the Founder, and the purchase price paid by the Shareholder for such shares shall be the price paid to the Founder to acquire the shares; (ii) as to shares acquired by a Shareholder pursuant to the option to purchase contained in such Paragraph 4(b), the period of time for which the selling Shareholder under Paragraph 4 held the shares shall be added to the period of time the acquiring Shareholder under Paragraph 4 holds the shares in determining whether the acquiring shareholder has held the shares for five (5) years; and the purchase price paid by the Shareholder for such shares shall be the price paid pursuant to Paragraph 4 to acquire the shares; and (iii) as to shares acquired by a Nonemployed Spouse in connection with a divorce, as described in Paragraph 5, the five (5) year period shall be measured from the date the shares were originally acquired by the Shareholder (not the date of the divorce), and the purchase price paid by the Shareholder for such shares when he/she originally acquired the shares shall be the price used to determine the applicability of this Paragraph 9 (not the value placed on the shares for purposes of the divorce).

(d) Option Agreement Shares. Anything in this Paragraph 9, notwithstanding, in the case of shares acquired pursuant to an Option Agreement, the five (5) year period specified in this Paragraph 9 shall run from the Effective Date of the Option Agreement (as that term is defined in the Option Agreement), not from the date on which the shares are acquired by the Shareholder. Thus, by way of example, if the Effective Date of an Option Agreement were January 1, 2002, shares were acquired pursuant thereto by the Grantee (as that term is defined in the Option Agreement) on January 1, 2005, and an obligation or option to purchase those shares from the Grantee arose under Paragraphs 2 or 4 of this Agreement on January 1, 2008, the purchase price payable by the Company and/or other Shareholders to acquire the shares from the Grantee would be the purchase price calculated pursuant to Paragraphs 8(a) and 8(b) of this Agreement, not the lesser of said purchase price or the purchase price paid by the Grantee at the time he/she acquired the shares on January 1, 2005. Furthermore, with respect to shares which have been purchased pursuant to an Option Agreement, the Company's right to repurchase at the purchase price paid by the Grantee shall lapse at the rate of 20% of the securities per year over such five (5) year period, and the Company's purchase price with respect to those securities which are no longer subject to purchase at the original purchase price shall be the purchase price calculated pursuant to Paragraphs 8(a) and 8(b) of this Agreement.

10. Insurance Policies. The Company, in its discretion may elect to obtain a policy of life insurance on the life of a Shareholder in such amount as the Board of Directors may determine. Any such policy shall belong solely to the Company. Only the Company shall be entitled to exercise the powers and rights of ownership associated with a policy, including without limitation the right to cancel the policy if the Company, in its discretion, elects to do so. The Company shall be named as the primary beneficiary of any such policy and shall pay all premiums thereon as they become due. Any dividends paid on any policy maintained by the Company before maturity or the insured's death shall be paid to the Company and shall not be subject to this Agreement (other than to the extent reflected as an asset of the Company for the purpose of determining the Company's value under Paragraph 8). Any excess insurance proceeds remaining after the purchase of the shares of a deceased Shareholder shall be retained by the Company. In the event of a purchase hereunder due to any cause other than the death of a

Shareholder, the Company, at its option, may continue to maintain in full force and effect a life insurance policy on the Shareholder in question for so long as the Company may elect to do so.

11. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) Permanent Disability. "Permanent disability" or "permanently disabled" means a Shareholder cannot perform each of the material duties of his regular job with the Company for a period of one (1) year.

(b) Founder. "Founder(s)" means *Insert Founding members names here*

(c) Retirement. "Retires", "retirement" or "retiring" means the termination of employment of an employee shareholder after the later of the date the employee has:

(i) completed five (5) years of service as an employee to the Company, its predecessors or successors or (ii) attained at least fifty-five (55) years of age. The terms shall also have the meanings given them pursuant to any established retirement policy or plan from time to time adopted by the Company.

12. Limitations.

(a) California Corporations Code. If the Company is not legally able to fulfill any obligation hereunder to purchase any stock because of restrictions in the Corporations Code applicable to a corporation's purchase of its own stock, the Company: (i) shall so advise the Shareholder; (ii) shall purchase as many shares as it is legally permitted to purchase (at the price, in accordance with the payment schedule and otherwise on the terms and conditions specified in this Agreement); and (iii) shall subsequently purchase the remaining shares at such time, if any, as the Company becomes legally able to do so. The price, payment schedule, and other terms and conditions on which any such remaining shares shall subsequently be purchased shall be those that are applicable as of the date the Company is legally able to purchase the remaining shares.

(b) Company Value. Notwithstanding any provision of this Agreement to the contrary, the aggregate of all payments by the Company to any and all Shareholders shall not in any year exceed 50% of the value of the Company as determined pursuant to Paragraph 8(b), (except that the adjustment referred to in Paragraph 8(b)(i)(d) shall not apply in defining the value of the Company for purposes of this Paragraph 12(b)) on December 31 of the prior year (the "Annual Limit"). If in any year the aggregate of all payments to Shareholders pursuant to this Agreement exceeds the Annual Limit, the amount of the excess shall be subtracted from the payments to such Shareholders as follows: the excess shall first be applied to reduce the payments due to Shareholders who became entitled to payments pursuant to Paragraph 7(b). If the excess is not thereby exhausted, the remaining excess shall be applied to reduce the payments due to Shareholders who became entitled to payments pursuant to Paragraph 7(a). Within any group of Shareholders who became entitled to payments pursuant to the same form of promissory note (i.e., Exhibit A, B or C), the excess shall first be applied to reduce payments due to Shareholders who became entitled to payments in the most recent fiscal year, and so on until

the excess has been exhausted. Within any group of Shareholders covered by the same form of promissory note (i.e., Exhibit A, B, or C) who became entitled to payments in the same fiscal year, the reduction shall be applied to the payments due to each Shareholder on a pro-rata basis. Any amount not paid to any former Shareholder in any year as a result of the application of this paragraph shall be carried forward to the next fiscal year and shall be paid in such next fiscal year, without interest, subject again to the limitations of this paragraph.

13. New Shareholders. This Agreement has been entered into with respect to the Shareholders named and the shares of stock in the Company presently held by them, and also for the purpose of restricting the transfer of stock in the Company issued or acquired after the date hereof by such Shareholders or by any new shareholders. The present Shareholders, constituting all of the Shareholders of the Company as of the date of this Agreement, agree that they shall vote their stock so as to ensure the continuing application of the terms of this Agreement, or such terms as they may be from time to time amended in accordance with the provisions of this Agreement, to all shares of stock issued by the Company.

14. Legend Condition. The Shareholders agree that the stock certificates issued by the Company shall bear a restrictive legend making references to this Agreement.

15. Termination of Agreement. This Agreement shall terminate on:

- (a) The vote or written consent of seventy-five percent (75%) or more of the voting shares of stock of the Company;
- (b) The dissolution, bankruptcy, or insolvency of the Company; or
- (c) At such time as only one Shareholder remains, the shares of all others having been transferred or redeemed.

16. Necessary Acts. Each party to this Agreement agrees to perform any further acts and to, execute and deliver any further documents that may be reasonably necessary to carry out the provisions and achieve the purposes of this Agreement.

17. Amendments. The provisions of this Agreement may be waived, altered, amended, or repealed, in whole or in part, only on the vote or written consent of seventy-five percent (75%) or more of the voting shares of stock of the Company.

18. Attorneys' Fees. If any party to this Agreement institutes legal proceedings, including without limitation an arbitration proceeding, because of an alleged breach thereof, the prevailing party in any such proceeding shall be entitled to recover from the other party, in addition to any other relief that may be granted, such party's costs and reasonable attorneys' fees incurred in connection with the proceeding, which costs and reasonable attorneys' fees may be recovered in the same proceeding or in a separate proceeding brought for that purpose.

19. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties' respective heirs, legal representatives, successors and assigns.

20. Validity of Agreement. It is intended that the provisions of this Agreement shall be viewed as separate and divisible. In the event that any provision of this Agreement, or portion thereof, shall be held to be invalid or unenforceable, the remaining provisions, including any portions thereof that are not held to be invalid or unenforceable, shall continue to be in full force and effect.

21. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of service, if served personally (including, without limitation, by a messenger service in the business of delivering communications) or by facsimile or e-mail on the party to whom notice is to be given; or (b) three (3) days after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, return receipt requested, postage prepaid, and, in either case, addressed, if the notice is to the Company to its then current office address, and if the notice is to a Shareholder or other recipient of a notice given hereunder to such party at the address then maintained in the Company's records for such party, or at any other address that any such party may designate by written notice in accordance with this provision.

22. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of *Insert governing State name*.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof and any prior agreements, understandings, or arrangements, whether oral or written are hereby superseded. The paragraph and subparagraph headings contained herein are for convenience only and shall not be construed as a part of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Company name here

Shareholder

By:

Name
Title

Signature

[Print Name]

Holder of _____ shares of *Company Name*
// non-voting / / stock [check the
applicable box]

By:

Name
Title

SPOUSAL CONSENT

The undersigned has read the Buy-Sell Agreement of *Insert Company name*. (the "Company") made as of _____, a copy of which is attached hereto (the "Agreement"), and knows and understands the contents thereof. The undersigned spouse specifically acknowledges that such spouse is aware that under the Agreement, his/her spouse, a shareholder of the Company, (a) agrees not to sell, assign, pledge, encumber, transfer or otherwise dispose of his or her shares in the Company other than as permitted under the Agreement, (b) agrees to sell his or her shares in the Company, including the spouse's community property interest, if any, in such shares, on the occurrence of certain events, and (c) agrees that in the event of a dissolution of marriage or legal separation, any shares awarded to the undersigned shall be subject to the Company's right to purchase such shares as set forth in the Agreement. The undersigned spouse hereby consents to the foregoing agreements, approves the Agreement's other provisions, and agrees that the shares, together with his or her interest, if any, in them, are subject to the provisions of the Agreement, and that he or she will take no action that is inconsistent with said provisions.

IN WITNESS WHEREOF, the undersigned has executed this document *as of*
___, 200_.

Signature

Print Name

Promissory Note - Death

[Amount] *City & State* [Date]

FOR VALUE RECEIVED, the undersigned hereby promises to pay to _____, or order, at or at such other place as the holder of this Note shall specify in writing, the principal amount of _____

_____, together with interest thereon, commencing as of the date of this Note, at the rate of _____ percent (___ %) computed for actual days elapsed on the basis of a 365-day year, on the unpaid principal balance from time to time outstanding hereunder, until all principal and accrued interest payable hereunder have been paid in full.

This Note shall be due and payable on or before _____ (the first anniversary of the date of delivery of the Purchase Notice, as defined in the Buy-Sell Agreement pursuant to which this Note is issued); provided that to the extent *Insert Company Name* receives insurance proceeds payable to it as a result of the death of the party whose estate is the payee of this Note prior to the due date of this Note, this Note shall be prepaid, including accrued interest to the date of payment, within ten (10) days after receipt of said insurance proceeds by Webcor Construction, Inc.

This Note may be prepaid, in whole or in part, at any time or from time to time, without premium or penalty. Payments made hereunder shall be applied first toward payment of accrued but unpaid interest, and then toward the principal. Interest shall cease to accrue on principal paid.

All payments or prepayments of principal, interest or other amounts due hereunder, shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. If the payment to be made hereunder shall be due on a Saturday, Sunday or public holiday under the laws of the State of *Name*, such payment may be made on the next succeeding business day.

If the indebtedness represented hereby or any part hereof is collected at law or in equity or in bankruptcy, receivership or other judicial proceedings, or if this Note is placed in the hands of attorneys for collection after default, the undersigned agrees to pay, in addition to the principal and interest payable hereunder, reasonable attorneys' and collection fees.

This Note is issued pursuant to that certain Buy-Sell Agreement dated as of *Insert Date* as it may be amended, and is subject to the terms thereof regarding prepayments and payments of the amount payable hereunder in the event of an acquisition or merger involving *insert Company Name*. Without limiting the generality of the foregoing, payment of this Note is subject to the limitations set forth of Paragraph 12 of such Agreement. This Note is governed by and is to be construed in accordance with the laws of the State of California.

Insert Company name., a *State Name*
corporation

By: _____
Title: _____

Promissory Note – Retirement or Permanent Disability

[Amount]

City & State

[Date]

FOR VALUE RECEIVED, the undersigned hereby promises to pay to _____, or order, at _____ or at such other place as the holder of this Note shall specify in writing, the principal amount of _____ (\$____), together with interest thereon, commencing as of the date of this Note, at the rate Prime Rate (as that term is defined in the Buy-Sell Agreement pursuant to which this Note is issued), as said rate may change from time to time. Interest shall be computed for the actual days elapsed on the basis of a 365-day year, on the unpaid principal balance from time to time outstanding hereunder, until all principal and accrued interest payable hereunder have been paid in full, and changes in the applicable interest rate shall be effective as of the date specified in the Bank's public announcement of the rate.

This Note shall be due and payable *as follows*:

(a) On or before the first anniversary of the Initial Payment Date, as defined in the Buy-Sell Agreement, 33.8% of the original principal amount of this Note, together with accrued interest, shall be due and payable.

(b) On or before the second anniversary of the Initial Payment Date, an additional 33.8% of the original principal amount of this Note, together with accrued interest, shall be due and payable.

(c) On or before the third anniversary of the Initial Payment Date, the remaining principal balance of this Note, together with accrued interest, shall be due and payable in full.

This Note may be prepaid, in whole or in part, at any time or from time to time, without premium or penalty. Payments made hereunder shall be applied first toward payment of accrued but unpaid interest, and then toward the installment of principal next due. Interest shall cease to accrue on principal so paid.

All payments or prepayments of principal, interest or other amounts due hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Whenever any payment to be made hereunder shall be due on a Saturday, Sunday or public holiday under the laws of the State of *State Name*, such payment may be made on the next succeeding business day.

If the indebtedness represented hereby or any part hereof is collected at law or in equity or in bankruptcy, receivership or other judicial proceedings, or if this Note is placed in the hands of attorneys for collection after default, the undersigned agrees to pay, in addition to the principal and interest payable hereunder, reasonable attorneys' and collection fees.

This Note is issued pursuant to that certain Buy-Sell Agreement dated as of *Insert Date*, as it may be amended, and is subject to the terms thereof regarding prepayments and payments of the amount payable hereunder in the event of an acquisition or

merger involving *Insert Company Name*. and/or the death of the original holder of this Note prior to full payment thereof. Without limiting the generality of the foregoing, payment of this Note is subject to the limitations set forth of Paragraph 12 of such Agreement. This Note is governed by and is to be construed in accordance with the laws of the State of *Name*.

Insert Company Name..., a *State Name*
corporation

By: _____

Title: _____

Promissory Note – Other than Death, Disability or Retirement

[Amount]

City & State [Date]

FOR VALUE RECEIVED, the undersigned hereby promises to pay to _____ or order, at _____ or at such other place as the holder of this Note shall specify in writing, the principal amount of _____ (\$____), together with interest thereon, commencing *as of* the date of this Note, at the rate Prime Rate (as that term is defined in the Buy-Sell Agreement pursuant to which this Note is issued), as said rate may change from time to time. Interest shall be computed for the actual days elapsed on the basis of a 365-day year, on the unpaid principal balance from time to time outstanding hereunder, until all principal and accrued interest payable hereunder have been paid in full, and changes in the applicable interest rate shall be effective as of the date specified in the Bank's public announcement of the rate.

This Note shall be due and payable as follows:

(a) On or before the first anniversary of the Initial Payment Date, as defined in the Buy-Sell Agreement, 14.3% of the original principal amount of this Note, together with accrued interest, shall be due and payable.

(b) On or before the second anniversary of the Initial Payment Date, an additional 14.3% of the original principal amount of this Note, together with accrued interest, shall be due and payable.

(c) On or before the third anniversary of the Initial Payment Date, an additional 14.3% of the original principal amount of this Note, together with accrued interest, shall be due and payable.

(d) On or before the fourth anniversary of the Initial Payment Date, an additional 14.3% of the original principal amount of this Note, together with accrued interest, shall be due and payable.

(e) On or before the fifth anniversary of the Initial Payment Date, an additional 14.3% of the original principal amount of this Note, together with accrued interest, shall be due and payable.

(f) On or before the sixth anniversary of the Initial Payment Date, an additional 14.3% of the original principal amount of this Note, together with accrued interest, shall be due and payable.

(g) On or before the seventh anniversary of the Initial Payment Date, the remaining principal balance of this Note, together with accrued interest, shall be due and payable.

This Note may be prepaid, in whole or in part, at any time or from time to time, without premium or penalty. Payments made hereunder shall be applied first toward payment of accrued

but unpaid interest, and then toward the installment of principal next due. Interest shall cease to accrue on principal so paid.

All payments or prepayments of principal, interest or other amounts due hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. Whenever any payment to be made hereunder shall be due on a Saturday, Sunday or public holiday under the laws of the State of *Insert State Name*, such payment may be made on the next succeeding business day.

If the indebtedness represented hereby or any part hereof is collected at law or in equity or in bankruptcy, receivership or other judicial proceedings, or if this Note is placed in the hands of attorneys for collection after default, the undersigned agrees to pay, in addition to the principal and interest payable hereunder, reasonable attorneys' and collection fees.

This Note is issued pursuant to that certain Buy-Sell Agreement dated as of *Insert Date*, as it may be amended, and is subject to the terms thereof regarding prepayments and payments of the amount payable hereunder in the event of an acquisition or merger involving *Insert Company Name* prior to full payment thereof. Without limiting the generality of the foregoing, payment of this Note is subject to the limitations set forth of Paragraph 12 of such Agreement. This Note is governed by and is to be construed in accordance with the laws of the State of *Name*.

Insert Company Name., a *State Name*
corporation

By: _____
Title: _____