

Sep-08-07 11:22am From-

T-118 P.001/004 F-225

## PURCHASE AGREEMENT AND ASSIGNMENT OF CLAIMS AND INTERESTS

THIS PURCHASE AGREEMENT AND ASSIGNMENT OF CLAIMS AND INTERESTS (this "Agreement"), dated as of July 20th, 2007, is between EXDS, INC. (d/b/a EXODUS COMMUNICATIONS, INC.) et al., (collectively "Debtor" or "Seller") and OAK POINT PARTNERS, INC., an Illinois corporation ("Purchaser").

### WITNESSETH:

WHEREAS, Certain causes of action have been initiated and judgments entered against certain defendants ("Defendants") in connection with the Debtor's Bankruptcy Case No. 01-10539 in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") as more particularly described in Exhibit A attached hereto (collectively, the "Judgments"); and

WHEREAS, there may be funds associated with any future distribution checks mailed after the date of this agreement which are either returned to the Debtor or its representatives as "undeliverable" and/or which remain uncashed 120 days after the date they have been mailed to claimants (the "Undeliverables"); and

WHEREAS, there may be funds associated with any future payments to the Debtor received after the date of this agreement from the Marsh Settlement Fund and funds associated with any future payments to the Debtor from claims filed by the Debtor in certain adversary proceedings (the "Future Payments"); and

WHEREAS, At the time of the Final Decree of the Bankruptcy Case, there may be property of the Debtor remaining, consisting of any known or unknown assets or claims which have not been previously sold, assigned, transferred, encumbered or resolved (the "Remnant Assets"); and

WHEREAS, Seller has the power and authority to sell and assign all right, title and interest in and to the Judgments, Undeliverables, Future Payments, and Remnant Assets (collectively, the "Accounts") to Purchaser, including, but not limited to the proceeds thereof.

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree, as follows:

- 1. Purchase Price:** The Purchase Price shall be good funds in the amount of TWENTY NINE THOUSAND THREE HUNDRED TWENTY and No/100 Dollars (\$29,320.00). The Purchase Price shall be paid within 10 days after execution of this Agreement.
- 2. Assignment of Accounts:** Seller hereby irrevocably and unconditionally sells, assigns, transfers and sets over to Purchaser all of the Seller's right, title and interest under, in and to the Accounts and all claims, rights and causes of action against the Defendants related to the Judgments, including, without limitation, all cash, securities, instruments and other property which may be paid or issued in satisfaction of the Accounts.
- 3. Copies of Documentation:** At or before closing, Seller will provide to Purchaser copies of available back-up documentation for the Judgments including, where available, copies of invoices, canceled checks, and any other relevant and available documentation.
- 4. Authority to Sell.** The sale of the Accounts by the Debtor is made pursuant to the authority vested in the Debtor.

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**5. Payments Received on Accounts:** Seller further agrees that any payments received by Seller after the date of execution of this Agreement on account of any Accounts, shall constitute property of the Purchaser to which the Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's offices set forth below. Prior to the Final Decree, Seller agrees to forward to Purchaser all notices received with respect to any Accounts assigned herein. The obligations of the Seller contained in this paragraph to forward notices will terminate upon the issuance of the Final Decree, however Seller's representatives will continue to use reasonable efforts to forward to Purchaser notices received with respect to the Accounts.

**6. Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that:

- a. Seller is the rightful holder of the Accounts;
- b. Seller has full lawful right, title, power and authority to enter into this Agreement and convey Seller's interest to Purchaser in the Accounts as is set forth in this Agreement; and
- c. Seller has not transferred, assigned, or hypothecated, and there is no presently effective agreement to transfer, assign or hypothecate all or any part of its interest in any Accounts, and the Accounts are held by Seller free of any liens or other encumbrances. Seller has not agreed to forbear from the exercise of any rights or remedies with respect to any judgments, and Seller has not previously received or accepted funds in satisfaction of any of the judgments. However, Seller shall have no obligation to take any action to prove or defend any judgment(s), as the judgments issued and endorsed by the Court are self evident.

Except as specifically set forth herein, the Seller sells, assigns, and transfers the Accounts to the Buyer "as is," "where is," WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW.

**7. Purchaser's Representations and Warranties.** In consideration of Seller's agreements herein and to induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that the Purchaser will not settle, release, resolve, or otherwise agree to any satisfaction of any judgment(s) without an express agreement of the Debtor to (i) waive all claims against the Debtor, whether filed or scheduled, and (ii) waive any claims against the Debtor arising under Section 502(f) of the United States Bankruptcy Code relative to the payment of the any settlement sum. Seller acknowledges that disclosure of the terms of this Section 7 would severely impair Purchaser's ability to collect on the judgments, and as such, Seller agrees to maintain the confidentiality of this Section 7.

**8. Indemnification.** Purchaser hereby indemnifies Seller for any and all claims against Seller which arise directly as a result of a violation by Purchaser of an applicable state or federal collections law or regulation in conjunction with Purchaser's efforts to collect on the Accounts. Further, in the event that a claimant that either did not receive or did not cash its distribution check makes a claim against Seller for the issuance of such funds within six (6) months of the date of this Agreement and, assuming that such funds had previously been conveyed to Purchaser under the terms herein, if Seller subsequently deems within six (6) months of the date of this Agreement that claimant should be entitled to receive such funds, Purchaser will refund such funds to the claimant upon written request by Seller.

**9. Documents of Assignment.** Prior to the Final Decree, from time to time upon request from Purchaser, Seller shall execute and deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties herein. However, Purchaser shall reimburse Seller for all reasonable fees and costs (including attorneys' fees) associated with Seller's compliance with any request made hereunder.

The obligations of the Seller contained in this paragraph will terminate upon the issuance of the Final Decree.

**10. Authority to Provide General Release:** Seller hereby authorizes Purchaser and its designated collections representative to provide to the Defendant a general release from any and all claims of the Debtors, their estates and/or the Seller against such Defendant and its affiliates.

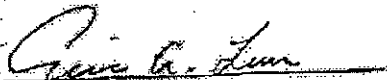
**11. Entire Agreement:** This Agreement embodies the entire agreement and understanding between Seller and the Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.

**12. Benefits and Binding Effect:** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and the Purchaser.

**13. Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

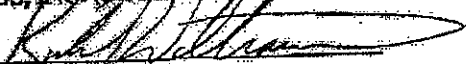
THIS AGREEMENT has been duly executed as of the day and year first above written.

**OAK POINT PARTNERS, INC.**

By:   
Name: Eric Linn  
Its: President

Address:  
1540 E. Dundee Rd, Suite 240  
Palatine, IL 60074  
Telephone: (847) 577-1269 Facsimile: (847) 655-2746

**EXDS, INC. (d/b/a EXODUS COMMUNICATIONS, INC)**

By:   
Name: Richard Williamson  
Its: Plan Administrator

Address:  
c/o Alvarez & Marsal  
717 17<sup>th</sup> Street, Suite 2750  
Denver, CO 80202  
Telephone: (303) 704-4242 Facsimile: (303) 824-0742

Exhibit A

Defendant	Case No.
Inglett & Stubbs, LLC	03-56169
Knockdown, Inc.	03-54743
AGT Vault	03-53035
American Petroleum Exchange	02-05925
CAFM Solutions, LLC	02-05928
Executive Insights	03-54744
Projection Systems, Inc.	03-53792
Metropolitan Facilities Services, Inc.	03-56046
Bayport Technology, Inc.	03-55935
D&D Enterprises	03-71516
Future Systems Management Services, Inc.	03-56167
The Associates, Inc.	03-56106
Applied Innovation Management, Inc.	03-52408
Anthony Vanaria & Sons, Inc.	03-55923
London Road Design	03-56069
Ram Kingsway, Inc.	03-56023
Business Interactive, Inc.	03-55943
Regus Business Centre Corporation	03-56045
CEEM, Inc.	03-55982
Hotjobs.com	03-56005