

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT TO SECTION 13 OR 15(D) OF  
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 29, 1995

DOVER CORPORATION  
(Exact name of registrant as specified in its charter)

STATE OF DELAWARE  
(State or other jurisdiction  
of incorporation)

1-4018  
(Commission  
File Number)

53-0257888  
(IRS Employer  
Identification No.)

280 Park Avenue, New York, NY  
(Address of principal executive offices)

10017  
(Zip Code)

Registrant's telephone number, including area code: (212) 922-1640

## Item 2. Acquisition or Disposition of Assets

On September 29, 1995, a wholly-owned subsidiary of Dover Corporation ("Dover" or the "Company") executed an Agreement for the Sale of Shares with a number of financial institutions and individuals, pursuant to which Dover agreed to purchase approximately 48% of the outstanding stock of Imaje, S.A. ("Imaje") owned by such group, and simultaneously offer to purchase all of the remaining outstanding stock of Imaje. As a result, Dover, through such subsidiary, purchased 88% of the outstanding stock of Imaje on September 29, 1995. Dover intends to purchase all the remaining outstanding shares of Imaje, including (a) 4% which has already been tendered and is being processed for payment and (b) another 4% as to which Dover has an option to purchase within one year.

Based in Valence, France, Imaje is one of the world's three largest manufacturers of industrial continuous ink jet printers and specialized inks used for coding and marking products and consumables. It also produces laser and contact marking printers. Imaje reported 1994 sales of FF795 million (\$158 million) and had an operating profit of FF190 million (\$38 million), after reduction for employee profit-sharing. Imaje employs about 900 people, of whom 45% work in France and the balance are employed in subsidiaries throughout the world. Imaje will continue to operate as an independent company, part of the Dover Technologies' segment.

The economic cost to acquire 100% percent of the stock of Imaje, including all direct costs, was approximately FF 1,014 million (\$205 million), where "economic cost" is defined as total cash consideration plus long-term debt assumed, less cash acquired. Under generally accepted accounting principles, the comparable purchase price was approximately FF1,048 million (\$212 million). The purchase price and related consideration paid was determined as a result of a competitive bidding process managed by Clinvest, the investment banking subsidiary of Credit Lyonnais Group, for the benefit of Imaje's stockholders. To fund the acquisition, Dover increased its short term commercial paper borrowings prior to the Imaje closing by approximately \$200 million, which was used along with internally-generated funds to purchase the French francs required.

Item 7. Financial Statements and Exhibits

- (a) Financial statements of the business acquired.
- (b) Pro forma financial information.

At the time of the filing of this Form 8-K, it is impracticable for the Company to provide the financial statements of the business acquired and the related proforma financial information required by Regulation S-X with respect to the acquisition of Imaje. Such required financial statements and information will be filed by amendment to this Form 8-K not later than sixty (60) days after the date hereof, in accordance with Item 7, Paragraph (b)2 of Form 8-K.

- (c) Exhibits.

2.1 Agreement for the Sale of Shares, dated September 29, 1995 between certain companies and individuals and Revod Corporation.

2.2 Guarantee Agreement, dated September 29, 1995 between certain companies and individuals and Revod Corporation, including Representations (Exhibit 3).

2.3 Escrow Agreement, dated September 29, 1995, between Banque Lyonnaise, a Guarantors' Representative and Revod Corporation.

The Company agrees to furnish supplementally to the Securities and Exchange Commission, on request, copies of exhibits to the aforementioned Agreements.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DOVER CORPORATION  
(Registrant)

Date: October 16, 1995

By /s/ Robert G. Kuhbach  
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Robert G. Kuhbach, Vice President,  
General Counsel & Secretary

## EXHIBIT INDEX

Exhibit No.	Description
2.1	Agreement for the Sale of Shares, dated September 29, 1995.
2.2	Guarantee Agreement, dated September 29, 1995, including Representations (Exhibit 3).
2.3	Escrow Agreement, dated September 29, 1995.

AGREEMENT FOR THE SALE OF SHARES

BETWEEN:

- - THE COMPANIES AND INDIVIDUALS whose names and corporate names are listed in EXHIBIT 1 hereto,  
(hereinafter referred to as the "Sellers"),

ON THE ONE HAND,

AND:

REVOD CORPORATION, a company organized under the laws of the State of Delaware, United States of America, with its principal office at 1403 Foulk Road, Suite 102, Wilmington, Delaware 19803, United States of America,

Represented for purposes hereof by its Vice-President, Mr. John E. Pomeroy, who is duly authorized,

(hereinafter referred to as the "Purchaser"),

ON THE OTHER HAND,

## IN THE PRESENCE OF:

DOVER TECHNOLOGIES INTERNATIONAL, INC., a company organized under the laws of the United States of America, with its principal office at One Marine Midland Plaza, Sixth Floor, East Tower, Binghamton, N.Y. 13901-3208, United States of America,

Represented for purposes hereof by its President, Mr. John E. Pomeroy, who is duly authorized,

(hereinafter referred to as "Dover Technologies"),

## PREAMBLE:

A/ The Sellers, as listed in EXHIBIT 1 hereto, together own forty-seven point sixty-three percent (47.63%) of the capital of Imaje S.A., a French societe anonyme with a capital of FF. 139,851,100, divided into [1,398,511] shares of par value one hundred francs (FF. 100), having its principal office at 9, rue Gaspard Monge, 26500 Bourg les Valence, registered with the Registry of Commerce and Companies of Romans under number B 353 282 106 (hereinafter referred to as the "Company").

B/ The Company is specialized in industrial and commercial marking.

Its main activity is the design, manufacture and marketing of continuous deviated ink-jet printing systems and related supplies.

C/ Certain of the Company's shareholders wish to sell their controlling interest in the Company, and have requested Clinvest to seek a purchaser.

Dover Technologies submitted an offer to Clinvest on July 12, 1995, under whose terms it offered a price of one billion and twenty million French francs (FF. 1,020,000,000) for one hundred percent (100%) of the shares and convertible bonds issued by the Company, and Clinvest accepted such offer.

The parties thereafter entered into negotiations, pursuant to which, and in particular in consideration of a firm purchase offer made to Clinvest on September 4, 1995, certain of the Company's shareholders declared that they were prepared to sell their interests in the Company to Dover Technologies, and Dover Technologies declared that it was prepared to purchase such interests in accordance with the terms and conditions hereinafter set forth.

D/ Dover Technologies has also informed the Sellers of its agreement to purchase those shares in the Company which are held by other shareholders than the parties hereto, in accordance with the terms and conditions hereinafter set forth.

E/ Finally, Dover Technologies has also negotiated with the shareholders of Sevres Valence Investissements (hereinafter "SVI") and Pineal, who are the owners of one hundred and thirteen thousand seven hundred and ninety (113,790) and twenty-nine thousand two hundred and eighty-nine (29,289) shares in the Company respectively, for the purchase on the Closing Date, as defined herein, of a shareholding in both of these companies.

F/ It has also been agreed that Revod Corporation shall be substituted for Dover Corporation as Purchaser for purposes of this Agreement; Dover Technologies shall, however, remain a guarantor of payment of the Purchase Price.

WHEREFOR, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

The words and phrases listed below and used in this Agreement shall have the following meanings:

"Share(s)"	shall mean either one share or the 666,175 shares of the Company's capital, as the case may be, representing 47.63% of its capital, which are to be sold to the Beneficiary by the Sellers on the date hereof;
"Other Shareholders"	shall mean those Shareholders of the Company other than (i) the Sellers, (ii) Sevres Valence Investissements and (iii) Pineal;
"Other Shares"	shall mean those shares in the Company held by the Other Shareholders;
"Sellers' Bank"	shall mean the branch of the Banque Nationale de Paris located at 1, boulevard Bancel, Valence, France;
"Guarantee Agreement"	shall mean the Guarantee Agreement of even date herewith concluded between the Guarantors and the Purchaser and including certain representations and warranties concerning the Company and its Subsidiaries;
"Escrow Agreement"	shall mean the Escrow Agreement of even date herewith concluded between the Guarantors' Representative (acting in the name and for the account of the Guarantors), the Purchaser and the Escrow Agent for the purpose of the Guarantee Agreement;

"Subsidiaries"	shall mean the French and foreign subsidiaries and sub-subsidiaries of Imaje S.A. listed in EXHIBIT 2-B hereto;
"Guarantors"	shall mean the individuals or legal entities who are parties to the Guarantee Agreement or who shall adhere thereto after the date hereof;
"Purchase Price"	shall mean the price per Share as defined in Section 3.1 of this Agreement;
"Escrow Agent"	shall mean the branch of Lyonnaise de Banque located at 23, rue Neuve, 69001 Lyons, France;
"Company"	shall mean Imaje S.A. as described in EXHIBIT 2-A to this Agreement;

ARTICLE 2: SALE

- 2.1 In accordance with the terms and conditions set forth in this Agreement, the Sellers hereby sell the Shares to the Purchaser, who hereby purchases them on the date hereof.
- 2.2 Each of the Sellers hereby irrevocably waives any pre-emptive rights or other rights it may have with respect to the Shares, if applicable, as of the date hereof, including those arising from the shareholder agreements concluded between the shareholders of Imaje and from any other agreement by which such shareholder may be bound or of which it may be a beneficiary.
- 2.3 The Company's Board of Directors approved the sale of the Shares and of all other shares in the Company to Dover Technologies, with the possibility of substitution, at its meeting held on September 6, 1995.
- 2.4 A Guarantee Agreement of even date herewith has been concluded between the Guarantors and the Purchaser.
- 2.5 Dover Technologies has substituted Revod Corporation for itself prior to the date of this Agreement and for purposes of its performance; however, it shall remain a guarantor of payment of the Purchase Price.
- 2.6 The Sellers hereby declare that they do not own any shares in the capital of the Subsidiaries or any convertible bonds issued by the Company.

## ARTICLE 3: PRICE

## 3.1 AMOUNT

The Purchase Price for each of the Shares has been set at a fixed amount of seven hundred and thirty-four francs (FF. 734.00).

## 3.2 PAYMENT

The Purchase Price due with respect to the Shares shall be paid in full on the date hereof in French francs, by bank transfers, as follows:

3.2.1 Such Purchase Price shall be transferred to account no. 205 663 76, RIB no. 29 entitled "Selling Shareholders Imaje" (Actionnaires-cedants Imaje) opened specially for that purpose by the Sellers' Bank, which shall be responsible for its distribution in accordance with the schedule for distribution of the Purchase Price which has been communicated to it by the Sellers on the date hereof, and in accordance with the provisions of Section 3.2.2 hereof.

3.2.2 An amount corresponding to 22.4060% of the Purchase Price payable to each of the Sellers with respect to the Shares sold by such Seller (hereinafter the "Escrow Funds") shall be transferred by the Sellers' Bank to the escrow account opened for that purpose with the Escrow Agent for purposes of the Guarantee Agreement no later than October 2, 1995. Each of the Sellers may thereafter substitute for such escrow deposit in cash a deposit in the form of a bank guarantee upon first request in an amount equal to the amount of the Escrow Funds, in accordance with the terms and conditions set forth in the Escrow Agreement;

## ARTICLE 4: SIGNATURE AND TRANSMISSION OF DOCUMENTS

4.1 The Sellers, the Purchaser and the Escrow Agreement have concluded the Escrow Agreement of even date herewith, and the Sellers and Purchaser have also concluded the Guarantee Agreement of even date herewith.

4.2 The Sellers hereby communicate the following documents to the Purchaser:

- a) transfer orders for the transfer of the Shares, signed by each of the Sellers for the Shares sold by them;
- b) the Company's share transfer register and shareholder accounts;
- c) a certified copy of the decision by the Company's Board of Directors approving Dover Technologies as a new shareholder, with the possibility of substitution;

- d) letters of resignation from all of the Company's directors, with the exception of Mr. Albert Journo.

4.3 The Purchaser hereby communicates the following documents:

- a) to the Sellers' Bank: the Purchase Price for the Shares as provided for in Section 3.2.1 hereof, by bank transfer;
- b) to the Sellers: a copy of the authorization granted by the French Treasury for sale of a controlling interest in the Company to the Purchaser.

ARTICLE 5: OFFER TO THE OTHER SHAREHOLDERS

5.1 The Purchaser hereby undertakes to purchase, in accordance with the terms of this Section, all of the Other Shares which are offered to it, at any time from the date hereof onwards and up to 12.00 p.m. on November 9, 1995, by the Other Shareholders. The Purchaser may extend such deadline at its discretion.

5.2 The price per Other Share payable to the Other Shareholders shall be the same as the Purchase Price. Such amount will be payable by bank transfer to the order of the Sellers' Bank to the account entitled "Selling Shareholders Imaje" (Actionnaires-cedants Imaje) referred to above, against transmission to the Purchaser of a duly prepared and signed transfer order, the Sellers' Bank being responsible for distribution of such price in accordance with the schedule referred to in Section 3.2.1 hereof.

5.3 Except in the case provided for in Section 5.6 hereof, each of the Other Shareholders who wishes to sell Other Shares shall, at the time he hands over his transfer order, adhere to the Guarantee Agreement under the same terms and conditions as the Guarantors; the respective liabilities of each of the Guarantors and Other Shareholders shall be strictly proportional to the number of Shares and Other Shares sold by them.

5.4 Except in the case provided for in Section 5.6 hereof, the Sellers' Bank shall deduct from the price payable with respect to the Other Shares sold by any Other Shareholder, and pay to the Escrow Agent, an amount per Other Share sold which shall be equal to that deducted, in accordance with Section 3.2.2 above, from the price payable with respect to the Shares sold by the Sellers, it being understood that the Other Shareholder may thereafter substitute for such cash deposit in escrow a bank guarantee upon first request, in accordance with such Section. At the time of transmission of his transfer order, each of the Other Shareholders who sells Other Shares shall adhere to the Escrow Agreement under the same terms and conditions as the Sellers; the respective liabilities of each of the Sellers and Other Shareholders shall be strictly proportional to the number of Other Shares sold by them. Such adhesion, and

also adhesion to the Guarantee Agreement as provided for in Section 5.3, shall be by signature of a letter prepared in accordance with the model set forth in EXHIBIT 4 hereto.

- 5.5 The offer provided for in this Section shall only be binding upon the Purchaser insofar as the Other Shareholder who wishes to sell Other Shares shall agree to transfer (i) all of the Other Shares he holds, in accordance with the terms of this Section 5, and (ii) all shares which he holds in the capital of one of the Subsidiaries. Shares held in the capital of the Subsidiaries shall be purchased against transmission of transfer orders, at a price to be determined on the basis of the formula set forth in EXHIBIT 3 hereto.
- 5.6 Those Other Shareholders who hold less than four hundred and sixty-five (465) Shares on July 12, 1995 and at the time of their sale to the Purchaser, shall be exempt from adhesion to the Guarantee Agreement and the Escrow Agreement described in Sections 5.4 and 5.5 hereof. The share transfer register and shareholders' accounts of the Company shall define the number of Other Shares held by the Other Shareholders as of July 12, 1995.
- 5.7 Each Other Shareholder referred to in Section 5.6 shall transmit to the Purchaser, at the time he transmits his transfer order, a declaration in accordance with the model set forth in EXHIBIT 5 hereto.
- 5.8 Those Shareholders of SVI and Pineal who have sold their shares in such companies to the Purchaser also adhere to the Escrow Agreement and the Guarantee Agreement.
- The respective liabilities of each of the shareholders of SVI and Pineal shall be strictly proportional to the number of shares in the Company which they shall be deemed to have sold, indirectly, in accordance with EXHIBIT 6 hereto.
- 5.9 The Other Shareholders, as well as those SVI and Pineal shareholders who adhere to the Guarantee Agreement and the Escrow Agreement, shall be bound by those agreements retroactively from the date hereof, whatever the effective date of sale of their shares and their date of adhesion to the Guarantee Agreement and Escrow Agreement.
- They shall bear the consequences of any calling into force of the Guarantee Agreement by the Purchaser on the same basis as the Guarantors, even if such entry into force takes place between the date hereof and the date of effective sale of their shares and of their adhesion to the Guarantee Agreement and Escrow Agreement.

ARTICLE 6: INDIVISIBILITY OF THIS AGREEMENT

The parties hereby agree that their relationship shall be governed solely by this Agreement, the Guarantee Agreement, the Escrow Agreement and their respective Exhibits.

ARTICLE 7: FEES AND DISBURSEMENTS

Each of the parties shall bear the fees, expenses and disbursements incurred by it or which may be payable by it in connection with this Agreement.

ARTICLE 8: GOVERNING LAW

This Agreement shall be governed by the laws of France.

ARTICLE 9: DISPUTES

All disputes concerning the validity, interpretation or performance of this Agreement shall be submitted to the sole jurisdiction of the Courts of France.

Done at Paris  
On September 29, 1995  
In three (3) original counterparts

[signed]  
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[signed]  
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[signed]  
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GUARANTEE AGREEMENT

BETWEEN:

- - THE COMPANIES AND INDIVIDUALS whose corporate names and names are identified in EXHIBIT 1 hereto, and those which subsequently adhere to this Agreement in accordance with Section 14 hereof,  
  
(hereinafter referred to as the "Guarantors"),

ON THE ONE HAND,

AND:

REVOD CORPORATION, a company organized under the laws of the State of Delaware, United States of America, with its principal office at 1403 Foulk Road, Suite 102, Wilmington, Delaware 19803, United States of America,

Represented for purposes hereof by its Vice-President, Mr. John E. Pomeroy, who is duly authorized,

(hereinafter referred to as the "Beneficiary"),

ON THE OTHER HAND.

## PREAMBLE:

- A/ Various individuals and legal entities have sold to the Beneficiary on the date of this Agreement and concurrently with the signature hereof, either directly or indirectly; a certain number of shares of par value one hundred francs (FF. 100), of the capital of Imaje S.A., a French societe anonyme with a capital of FF. 139,851,100, having its principal office at 9, rue Gaspard Monge, 26500 Bourg les Valence, registered with the Registry of Commerce and Companies of Romans under number B 353 282 106.
- B/ The Beneficiary has purchased these shares on the date hereof and on the basis of the representations made by the Guarantors in this Agreement and its Exhibits and Appendices.

IN VIEW OF THE FOREGOING, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

## ARTICLE 1: DEFINITIONS

The words and phrases listed below and used in this Agreement shall have the following meanings:

- |                                     |  |
|-------------------------------------|--|
| "Share(s)"                          | shall mean one or more shares of the Company's capital, as the case may be;  |
| "Accounts"                          | shall mean the Company's consolidated and uncertified accounts as of June 30, 1995, which are attached hereto as EXHIBIT 5;  |
| "Escrow Agreement"                  | shall mean the escrow agreement of even date herewith between the Guarantors' Representative, acting in the name and for the account of the Guarantors, the Escrow Agent and the Beneficiary;  |
| "To the Guarantors' best knowledge" | shall mean the knowledge possessed by the management staff of the Company concerning the conduct of the affairs of the Companies of the Group after performance of the audits and due diligence operations which they shall deem necessary in connection with the representations set forth in EXHIBIT 3 hereto. The management staff shall be the following persons: Mr. Albert Journo, Mr. Michel Dorez, and Mr. Michel Bruchon; |
| "Representations"                   | shall mean those representations appearing in EXHIBIT 3 hereto, and "Representation", when used in the singular,   |

shall mean any one of such representations as described in the corresponding appendices, it being understood that the Representations with respect to the Subsidiaries listed in EXHIBIT 2(B) are made to the Guarantors' best knowledge, with the exception of those representations made in Sections 1, 2, 3(a), 3(b), 3(c), 3(d), 3(f), 3(g), 3(h), 4(b), 4(h), 4(i), 5(a), 5(b), 5(c), 5(g), 5(k), 6(ba), 6(bc) paragraphs 1 and 3, 6(bd)(ii), 6(bdf), 7(a), 7(c), 7(d), 7(g), 7(h)(i), 7(h)(iii), 7(h)(v), 7(h)(vi), 7(h)(vii), 7(h)(viii), 7(h)(ix), 7(h)(x), 8 and 9 of EXHIBIT 3;

"Subsidiaries"

shall mean those French and foreign subsidiaries and sub-subsidiaries of the Company of which more than forty percent (40%) of the share capital is owned, either directly or indirectly, as listed in EXHIBIT 2(A) hereto;

"Sale Price"

shall mean the price of seven hundred and thirty-four francs (FF. 734.00) per share;

"Claim"

shall mean any claim made by the Beneficiary against the Guarantors and notified to the Guarantors' Representative with respect to any inaccuracy of any of the Representations;

"Guarantors' Representative"

shall mean the person identified in Section 10 below, together with any person(s) who may subsequently be appointed in accordance with the terms of such Section.

"Escrow Agent"

shall mean the branch of Lyonnaise de Banque located at 23, rue Neuve, 69001 Lyons, France;

"Company"

shall mean Imaje S.A.;

"Companies of the Group"

shall mean the Company and all of its Subsidiaries, and the expression "a Company of the Group", when used in the singular, shall mean any one of such companies;

ARTICLE 2:

GUARANTEE

Subject to the provisions of this Agreement or its Exhibits and Appendices, the Guarantors hereby warrant, jointly but not severally, all of the Representations made by the Guarantors in EXHIBIT 3 hereto.

## ARTICLE 3: CLAIMS

- 3.1 Subject to the provisions contained hereinafter, all Claims made against the Guarantors shall correspond, franc for franc, to the negative impact of any inaccurate Representation determined at the level of any of the Companies of the Group which are covered by such Representation.
- 3.2 A Claim relating to a Subsidiary shall not give rise to a second Claim relating to an additional liability or a reduction of assets which is not recorded in the Accounts.
- 3.3 A Claim relating to a Subsidiary which is not wholly owned by the Company shall be paid after deduction of the percentage representing the portion of the capital which is not held, either directly or indirectly, by the Company.
- 3.4 A Claim shall not be made against the Guarantors unless its unitary impact exceeds one hundred thousand francs (FF. 100,000). However, in the event Claims are made in amounts of less than one hundred thousand francs (FF. 100,000) which arise as a result of the same fact, the aggregate amount of such Claims shall be taken into account in evaluating the extent to which the one hundred thousand-franc (FF. 100,000) threshold is exceeded. It is also agreed that this unitary threshold of one hundred thousand francs (FF. 100,000) shall not apply to Claims in connection with the state of the inventory and customer accounts as of the date of this Agreement, for which special provision has been made in Sections 9.1(i) and (ii) below.
- 3.5.1 The Guarantors shall pay to the Beneficiary, or to any Company of the Group designated by it, the amount of any justified Claim, subject to the provisions of this Agreement, and in particular subject to the application of:
- a. The franchise agreed in paragraph 3.6.1, and
  - b. The upper limits defined in paragraph 3.6.2;
- The amount thus determined shall be multiplied, for each Guarantor, by a fraction whose numerator shall be the number of Shares sold by such Guarantor, and whose denominator shall be the total number of the Company's Shares, i.e. one million three hundred and ninety-eight thousand five hundred and eleven (1,398,511).
- 3.5.2 The amounts claimed shall be payable:
- if they are not contested by the Guarantors' Representative within forty-five (45) days of notification of the Claim;

- in the event they are contested by the Guarantors' Representative within such deadline, immediately following notification of a court decision ordering their payment;
- in the event no payment is made within the deadline or on the date referred to above, the amount due shall bear interest at a rate equal to the legal interest rate plus four percent (4%).

3.5.3 In the event of notification of contestation by the Guarantors' Representative within forty-five (45) days, interest payable as compensation for prejudice suffered as a result of non-payment of the amount of the Claim shall be calculated from the forty-fifth (45th) day following notification of such Claim, and up to notification of a court decision ordering payment of the amount of the Claim.

3.5.4 In the event of notification of contestation by the Guarantors' Representative within forty-five (45) days as set forth above, and the amount of the Claim is not paid within such deadline, but the contestation is unilaterally waived by the Guarantors' Representative before any court decision on the merits of the case is rendered, then in addition to the amount of the Claim, an amount equal to the legal interest rate plus three percent (3%) shall be applied to the amount of such Claim and shall be payable immediately; such interest shall be calculated from the forty-fifth (45th) day following notification of the Claim, and up to the date of its payment.

3.6.1 No payments shall be made by the Guarantors under the terms of this Agreement until the total amount of the sums due by them in connection with one or more Claims exceeds ten million francs (FF. 10,000,000), in which case only the amount in excess of that limit shall be payable.

3.6.2 The total amount of payments made by the Guarantors on any grounds under the terms of this Agreement shall not under any circumstances exceed a total upper limit of 22.4060% of the Sale Price multiplied by the number of Shares sold by the Guarantors.

In addition, and subject to such overall upper limit, the payments made by the Guarantors with respect to Claims made between the first and second anniversaries of the date of signature of this Agreement shall not in any event exceed 8.7670% of the Sale Price multiplied by the number of Shares sold by the Guarantors.

Finally, and subject to the upper limit defined above, the payments made by the Guarantors with respect to Claims made after the second anniversary of the date of signature of this Agreement and before December 31, 1998, shall not exceed 5.8447% of the Sale Price multiplied by the number of Shares sold by the Guarantors.

- 3.7 The Beneficiary is not entitled to demand payment by the Guarantors of the amount of any Claim relating, in particular, to tax, tax-related or social security liabilities, or to any additional liabilities resulting from a claim made against any of the Companies of the Group by a third party, unless such claim results from a reassessment or award made against one of the Companies of the Group and which has been fully and finally paid by it after all appeals have been exhausted, or which results from a settlement agreement which has been duly approved by the Guarantors' Representative, such approval not to be withheld without just cause.
- 3.8 Any amount payable with respect to any Claim shall be reduced by the amount of any tax saving which may result for the Companies of the Group from the occurrence of the costs, prejudice, losses or increased expense which gave rise to such Claim.
- With respect to any tax reassessments made, these shall only be taken into consideration to the extent of the net amount of any additional liabilities. In this connection, any tax reassessment which merely results in a temporary burden on the Companies of the Group shall not be taken into account, with the exception, however, of any surcharges, penalties or interest for late payment. This shall also apply, for example, to reserves deemed on a provisional basis to be non-deductible, as well as to any charge whose deductibility is deferred.
- 3.9 The Guarantors shall not be liable for payment to the Beneficiary of any Claim in the following cases:
- a) where the Claim is or will be offset by any increase in assets or a reduction of liabilities affecting any of the Companies of the Group compared with the Accounts; As an exception to the foregoing, no offset shall be deemed to exist with respect to:
    - (i) Increased assets and reduced liabilities involving the tangible fixed assets of the Companies of the Group, except within the same heading on the balance sheet (demonstration printers are not considered to be fixed assets for purposes of this Section), and
    - (ii) The activation of tax loss carryovers which are not recorded in the Accounts;
  - b) where the Claim results from or is attributable to negligence on the part of the Beneficiary or of any of the Companies of the Group after the date hereof; or
  - c) where the Claim results from any legislation or regulation which is not in force on the date of signature of this Agreement, or from any change in taxation or compulsory contribution rates.

## ARTICLE 4: ESCROW

- 4.1 Each of the Guarantors hereby undertakes, as a guarantee of payment of the amounts of any Claims which may be made by the Beneficiary under the terms of Section 3 hereof, to deposit in an account opened by the Escrow Agent the sum of one hundred and sixty-four francs and forty-six centimes (FF. 164.46) per Share sold, corresponding to twenty-two point four zero six zero percent (22.4060%) of the Sale Price per Share paid to such Guarantor.
- 4.2 Each of the Guarantors shall have the option, within thirty (30) days of the date of sale of the Shares, of substituting for the cash deposit in escrow referred to under Section 4.1 above a bank guarantee upon first demand issued by a first-rate French bank and prepared in accordance with the model set forth in EXHIBIT 4 hereto.
- 4.3 The amount of the sums placed in escrow in cash or in the form of bank guarantees issued to the benefit of the Escrow Agent for the account of each Guarantor and for each Share shall be:
- reduced to eight point seven six seven zero percent (8.7670%) of the Sale Price paid to each Guarantor on the first anniversary of the date of signature of this Agreement; and
  - to five point eight four four seven (5.8447%) of the Sale Price paid to each Guarantor on the second anniversary of the date of signature of this Agreement;
- plus, in both cases, the aggregate amount claimed by the Beneficiary under those Claims which were made prior to either of such dates but which remain unpaid by the Guarantors on either of such dates.
- 4.4 The escrow arrangement shall be organized in accordance with the terms of the Escrow Agreement of even date herewith concluded between certain of the Guarantors, the Beneficiary and the Escrow Agent.

## ARTICLE 5: EFFECT OF A CLAIM

All amounts paid by the Guarantors to the Beneficiary in respect of a Claim shall be deemed to constitute a reduction of the purchase price of the Shares.

## ARTICLE 6: MANAGEMENT OF DISPUTES

The Guarantors' Representative may, at the Guarantors' expense, organize the defense in the name of any of the Companies of the Group against any claims by third parties in excess of one million francs (FF. 1,000,000) which constitute, or which may become the subject of, a Claim. The Guarantors' Representative shall be authorized to participate in all negotiations or

proceedings, whether before the lower courts or the courts of appeals, in connection with such third-party claims.

In the event of such a third-party claim, the Beneficiary also hereby undertakes, and undertakes that each of the Companies of the Group will undertake, to do the following:

- a) to take all reasonable measures requested by the Guarantors' Representative in order to minimize, avoid, resist, or reach a compromise in, such third-party claim, and for that purpose, to undertake all proceedings in the name of the Company or Companies of the Group concerned, at the request of the Guarantors' Representative and at the Guarantors' expense;
- b) to authorize the Guarantors' Representative and his attorneys to have access to, examine and make copies of all files and registers of the Companies of the Group, provided, however that the Guarantors shall keep such information confidential with the exception of any disclosure which may be necessary in connection with such actions;
- c) to request production of any affidavits or evidence by the staff of the Companies of the Group, and to participate in all proceedings or hearings intended to obtain production of such affidavits or evidence; to provide all reasonable assistance to enable the Guarantors' Representative to avoid, defend or reach a compromise in, any proceedings, at no cost to the Guarantors except for duly evidenced external expenses; and
- d) to take, or to ensure that the Company or Companies of the Group concerned shall take, all reasonable measures to reduce the amount of any losses incurred in connection with such claims, demands or proceedings.

Insofar as the Guarantors' Representative shall take over the management of any negotiations or proceedings, he shall keep the Beneficiary informed of the management and outcome of such matters, and shall submit any proposed settlement agreements to the Beneficiary for its approval insofar as the ultimate burden of payment, in whole or in part, shall be for a Company of the Group in accordance with this guarantee.

Any failure by the Beneficiary to comply with the provisions of this Section 6 or Section 7 or Sections 8.3 or 9.2 with respect to any Claim shall not deprive it of its rights in connection with any unrelated Claim.

#### ARTICLE 7: ACTIONS AGAINST THIRD PARTIES

Any Claims made with respect to any inaccurate Representation shall be reduced by the amount of any sums which have been or which may be received or obtained by the Beneficiary or any of the Companies of the Group from any third party which may be liable, in whole or in part, for the events or circumstances which have given rise to a Claim; the Beneficiary hereby undertakes to take all reasonable actions against such third party or to ensure that the concerned Company of the Group takes such actions.

In the event that any amount is recovered in this connection after indemnification of the Beneficiary by the Guarantors, the Beneficiary shall repay the smaller of the two following amounts to the Guarantors, or shall ensure that such amount is repaid:

- a) the amount already paid by the Guarantors under the terms of this Agreement;
- b) the net amount recovered after tax and reasonable procedural and legal fees, adjusted, if applicable, to take account of the percentage of the Company's shareholding in the Subsidiary concerned by such Claim, or the percentage of such Claim borne either directly or indirectly by the Beneficiary.

The Guarantors shall lose their right to claim restitution as described in the preceding paragraph one (1) year after dissolution of the escrow account in accordance with the terms of the Escrow Agreement.

ARTICLE 8: REPRESENTATIONS AND UNDERTAKINGS BY THE BENEFICIARY

- 8.1 The Beneficiary acknowledges that prior to the date hereof, it has had free access to the personnel, locations, contracts, documents and attorneys of the Companies of the Group.
- 8.2 No Claims may be made with respect to any of the Representations set forth in EXHIBIT 3 hereto, insofar as the fact or event on which the Claim is based is already the subject of a Claim which has been satisfied in connection with one of the other Representations.
- 8.3 In the event a Claim is made, the Beneficiary shall authorize the Guarantors' Representative and his attorneys to consult the accounts, registers and documents, as well as the staff of the Companies of the Group, in order that the Guarantors' Representative may accept and, if applicable, contest such Claim with the benefit of all of the relevant facts. It is understood, however, that such consultations shall not extend the payment deadline set forth in Section 3.5.2 hereof. It is also understood that the Guarantors' Representative shall ensure that information thus obtained is kept confidential, any disclosures which may be necessary under the terms of Sections 6 and 7 hereof notwithstanding.

ARTICLE 9: TERM

- 9.1 The Guarantors' obligations as defined herein shall apply to all Claims sent to the Guarantors' Representative by the Beneficiary as follows:
  - for all Claims in connection with fiscal or social security matters, not later than December 31, 1998;

- for all other Claims, not later than the second anniversary of the date of this Agreement, subject to the special provisions defined hereafter which are applicable to the inventory and customer receivables.

The parties hereto thus agree that the Beneficiary may make no further Claims:

- (i) after May 15, 1996 for those claims relating to unrecovered customer receivables corresponding to invoices issued up to and including September 30, 1995; and
- (ii) after May 15, 1996 for those claims relating to the existing inventory on September 30, 1995.

Each Claim shall include sufficient information to enable the Guarantors to evaluate their nature and their financial and fiscal impact, it being understood that such Claim may, if applicable, be clarified subsequently insofar as such information is not available at the time the Claim is made.

9.2

The Beneficiary shall communicate to the Guarantors' Representative all third-party claims as described under Section 6 hereof within thirty (30) business days of the date on which the relevant Company or Companies of the Group shall have been served with a summons or received notice of such third-party claim, failing which any Claim on the basis of such third-party claim shall no longer be admissible.

With respect to any other Claims, the Beneficiary shall inform the Guarantors' Representative thereof within a reasonable time after the Company shall have at its disposal sufficient information to enable it to make a Claim. The Guarantors may not, however, invoke late notice of a Claim, except insofar as the lateness of the notice has given rise to an aggravation of the prejudice suffered or that the deadline provided for under Section 9.1 hereof has expired.

#### ARTICLE 10: GUARANTORS' REPRESENTATIVE

For purposes hereof, the Guarantors shall be finally bound by all actions by Mr. Jean-Claude Millet, resident at 9, rue Pierre Benoit, 26500 Bourg-Les-Valence; the Guarantors hereby irrevocably appoint Mr. Jean-Claude Millet as their representative in order that he may act in the Guarantors' name and on their behalf, and make all decisions which are either directly or indirectly connected with the subject matter of this Agreement, and in order that he may receive all notices under Section 16 hereof. In the event of any incapacity to act on the part of Mr. Jean-Claude Millet, Mr. Herve Millet, resident at Kloosverstraat 7, 11411 RS Naarden, the Netherlands, shall act in his place. In the event both Mr. Jean-Claude Millet and Mr. Herve Millet are unable to act, the Guarantors shall notify the Beneficiary of the name of their replacement, who shall thereafter act as the Guarantors' Representative. Absent such notification within thirty (30) days after acknowledgement of Messrs. Jean-Claude Millet's and Herve Millet's incapacity to act by the Beneficiary or any of the Guarantors, and once such

acknowledgement has been notified to all of the Guarantors, a new Guarantors' Representative shall be appointed by the President of the Commercial Court of Paris, at the request of any of the parties.

During any period of incapacity, all notices to the Guarantors' Representative shall be deemed to have been validly given if notified to the last address of the Guarantors' Representative who is incapacitated.

ARTICLE 11: FEES AND DISBURSEMENTS

Each of the parties shall bear the fees, expenses and disbursements incurred by it or which may be payable by it in connection with this Agreement

ARTICLE 12: GOVERNING LAW

This Agreement shall be governed by the laws of France.

ARTICLE 13: DISPUTES

All disputes concerning the validity, interpretation or performance of this Agreement shall be submitted to the sole jurisdiction of the courts of France.

ARTICLE 14: ADHESION TO THIS AGREEMENT

Those shareholders of the Company who are not signatories of this Agreement and who sell their shares in the Company to the Beneficiary concurrently with or subsequent to the signature hereof may adhere to the terms of this Agreement and the Escrow Agreement by signing an adhesion letter in accordance with the model given in EXHIBIT 6 hereto. Such adhesion shall be possible until 12.00 p.m. on November 9, 1995, which deadline may be extended at the Beneficiary's discretion. Whatever the date of their adhesion, they shall be treated as though they had signed this Agreement on its original date. The parties hereby undertake to accept such adhesion without condition, provided, however, that adhesion is by signature ne variatur of the model attached hereto as EXHIBIT 6.

The shareholders of Sevres Valence Investissements and Pineal shall be parties to this Agreement in proportion to the number of Shares which they are deemed to have sold, in accordance with EXHIBIT 7 hereto, on the dates set forth in such Exhibit, with retroactive effect to the date of this Agreement, if applicable

ARTICLE 15: WAIVER

Each of the Guarantors hereby irrevocably waives any pre-emptive rights or other rights it may have with respect to the Shares, if applicable, as of the date hereof, including those arising from the shareholder agreements concluded between the shareholders of Imaje and from any other agreement by which such Guarantor may be bound or of which it may be a beneficiary.

Each of the Guarantors hereby warrants that it has sold to the Beneficiary all of the shares owned by it, and undertakes to sell to the Beneficiary all securities which it may hold in the capital of the Subsidiaries, for a price established according to the formula set forth in EXHIBIT 8 hereto.

ARTICLE 16: NOTICES

All notices sent in connection with this Agreement shall be valid if sent by hand delivery against a receipt, or by registered mail with return receipt requested, to the addresses set forth below, or to any other address notified by the Beneficiary or the Guarantors' Representative:

- - If to the Guarantors, to:

Mr. Jean-Claude Millet  
9, rue Pierre Benoit  
26500 Bourg-les-Valence

with a copy to:

Lyonnaise de Banque  
23, rue Neuve  
69001 Lyon  
Attention: Messrsr. Alain de la Chapelle  
and Pierre Pissaloux

and to:

Hausmann & Associates  
45, rue de Courcelles  
75008 Paris  
Attention: Messrs. Christian Hausmann  
and Philippe Torre

- - If to the Beneficiary, to:

Revod Corportion, c/o  
Dover Technologies International, Inc.  
Attention: John E. Pomeroy, Esq.  
One Marine Midland Plaza  
Sixth Floor  
East Tower  
Binghamton, NY 13901-3280  
USA

Done at Paris  
On September 29, 1995  
In three (3) original counterparts

[signed]  
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[signed]  
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FOR THE BENEFICIARY  
Revod Corporation

[signed]  
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[signed]  
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## EXHIBIT 3

## REPRESENTATIONS

## 1. REPRESENTATIONS WITH RESPECT TO THE SHARES AND THE GUARANTORS' CAPACITY TO ACT

- a) Each of the Guarantors is fully empowered to execute and perform this Agreement.

None of the Guarantors is currently the subject of any proceedings with a view to the prevention or resolution of business difficulties or of a judgment of dissolution.

- b) Each of the Guarantors is the owner of the Shares sold by it to the Beneficiary (and SVI and Pineal are the owners of the Shares deemed to be sold by those persons referred to in Exhibit 10, in accordance with Section 14 hereof). Each of the Guarantors has full power and authority to transfer full ownership of such Shares.
- c) The transferred Shares are free and clear of all liens, pledges, sureties, encumbrances or restrictions whatsoever. In particular, they are not split into bare ownership and usufruct rights.
- d) The Shares shall not then be the subject of any promises to sell or purchase options granted to other shareholders or third parties. The Shares were not split into investment certificates and voting rights certificates.
- e) Each of the Shares represents an equal percentage of the Company's capital to that represented by each of the other Shares, and gives a right to exercise identical voting rights.
- a) The sale of the Shares to the Beneficiary shall not in itself result in:
- i) any violation of any legal, regulatory or statutory provisions, contractual obligations, or any decisions by legal or administrative authorities;
  - ii) any loss of subsidies, bonuses, rebates, discounted loans or exemptions, except as set forth in Appendix 1 (f) hereto;

- iii) any early termination of or significant modification to any contracts, including any leases or credit-leasing (credit-bail), supply or distribution agreements, except as set forth in Appendix 1 (fa) hereto;
- iv) any calls for early repayment of any loans or credits granted to any of the Companies of the Group, except as set forth in Appendix 1 (fb) hereto;
- v) any obligation to pay a bonus or indemnity to any of the employees or managers of any of the Companies of the Group;
- vi) any modification, suspension or withdrawal of any permits or authorizations granted to any of the Companies of the Group, or of any favorable fiscal or corporate regime in place as a result of an agreement or otherwise;
- vii) payment of any taxes, fees or duties other than the 1% registration tax which may be due as a result of the sale of the Shares, subject to a limit of twenty thousand francs (FF. 20,000) per transfer;
- viii) any entitlement for any party to be released from its obligations under the terms of any warranty, guarantee, comfort letter or other similar document issued as a security or in support of any undertakings on the part of any of the Companies of the Group;
- ix) any registration or constitution of a pledge or other security on the assets of any of the Companies of the Group.

## 2. INFORMATION

The information concerning the Companies of the Group set forth in Appendix 2 hereto is true and correct as of the date hereof.

## 3. REPRESENTATIONS CONCERNING THE COMPANIES OF THE GROUP

- a) The Companies of the Group listed in Appendix 2 hereto as shareholders of the Subsidiaries and the sub-Subsidiaries are the owners of their shareholdings free and clear of all liens, pledges, sureties, encumbrances or restrictions whatsoever arising prior to the date hereof.
- b) The Companies of the Group are incorporated in accordance with the legislation of the place where their principal offices are located, and are registered with the Registry of Commerce and Companies or local equivalent. They are not subject to annulment and are acting in conformity with their by-laws, up-to-date copies of which have been made available to the Beneficiary and to the Guarantors' Representative on the date hereof as listed in Appendix 3(b) hereto.

All approvals, authorizations, consents and permits required for the performance of each of the Companies of the Group's activities have been

obtained and are in full force and effect, and the activities of each of the Companies of the Group are carried out in accordance with such approvals, authorizations and permits.

None of the Companies of the Group have been notified of proceedings which may result in the withdrawal, suspension or modification of any of the approvals, authorizations and permits referred to above, and no such proceedings are anticipated, to the Guarantors' best knowledge.

- c) No capital increase or reduction is pending as of the date hereof, nor are any transferable securities outstanding or being issued which would give rise to a right to subscribe the Company's shares, nor any bonds which may be converted into shares or other transferable securities, except as set forth in Appendix 3(c) hereto.
- d) The corporate capital of each of the Companies of the Group is that stated in Appendix 2 hereto, which also states the number of shares or securities issued by each of them. Such shares or securities are validly issued and paid up in full in proportion to the portion of capital issued.

The own funds of the Companies of the Group which are registered in France are not less than half of their respective amounts of registered capital, except as set forth in Appendix 3(d) hereto.

The Shares of the Company are of a single class, and no other securities of any nature whatsoever have been issued, including founders' shares, subscription rights, warrants, investment certificates or subscription vouchers, except as set forth in Appendix 3(c) hereto.

Except as set forth in Appendix 3(c) hereto, no rights or obligation to create new shares or other transferable securities of any nature whatsoever in any of the Companies of the Group have been granted to any party whatsoever for any reason whatsoever.

There are no shares of the Companies of the Group giving rise to double voting rights or privileged or priority shares, or preferential subscription rights reserved for any shareholder or any third parties.

None of the securities issued by the Companies of the Group are listed on any stock exchange or unlisted market.

- e) The registers of minutes of the meetings of shareholders and the board of directors (or local equivalent thereof) for each of the Companies of the Group have been regularly maintained.

Those corporate decisions which may remain in effect were taken in accordance with those legislative and regulatory provisions applicable to each of the Companies of the Group.

The share transfer registers and shareholders' accounts of those Companies of the Group which are registered in France have been regularly maintained and have been consulted by the Beneficiary on the date hereof.

- f) Except as stated in Appendix 2 and Appendix 3(f) hereto, none of the Companies of the Group holds any direct or indirect shareholding in any company or other legal entity existing in law or in fact whatsoever.

None of the Companies of the Group is a member of a groupement d'interet economique (economic interest group) or societe en participation (a type of partnership).

None of the Companies of the Group serves as a corporate officer of one or more companies outside the Group.

- g) The minutes of the meetings of the boards of directors and shareholders of the Companies of the Group, together with the special reports of the Statutory Auditors which have been made available to the Beneficiary prior to the Closing Date, mention any special agreements concluded between the Companies of the Group and their directors which are currently in force.

None of the Companies of the Group leases or uses movable or fixed assets which belong, in whole or in part, to any of the Guarantors, except as set forth in Appendix 3(g) hereto.

- h) The Company's consolidated accounts as of December 31, 1994, as certified by its Statutory Auditors (hereinafter the "Certified Accounts") and the Company's consolidated accounts as of June 30, 1995 (hereinafter the "Accounts") (the Certified Accounts and the Accounts comprising the balance sheet and the profit and loss statement) are set forth in Appendix 7 hereto. The Certified Accounts and the Accounts are hereinafter collectively referred to as the "Statements".

The Statements give a true, accurate and sincere account of the financial position of the Imaje Group as of December 31, 1994 and June 30, 1995 respectively, and have been prepared in accordance with the international accounting standards of the International Accounting Standards Committee (I.A.S.C.) as applied by the Company and set forth in the notes on the said accounts.

The layout of the Statements and the accounting methods used to evaluate the assets and liabilities are in conformity with the Company's accounting procedures handbook and have not been modified during the past three fiscal years, except as set forth in Appendix 3(h) hereto. A copy of said handbook has been provided to the Beneficiary prior to the date of this Agreement.

4. REPRESENTATIONS WITH RESPECT TO THE ASSETS OF THE COMPANIES OF THE GROUP AS OF THE DATE HEREOF

- a) The Companies of the Group are the owners of their corporate names and of the logos, models, designs, patents, trade marks and service marks listed in Appendix 4(a) hereto, together with a list of the Soleau envelopes filed by the Company at the French Institut National de la Propriete Industrielle (INPI). Their industrial and intellectual property rights are protected as listed in Appendix 4(a) hereto, and all fees payable in connection therewith have been paid.

With respect to those patents, trademarks and other industrial and intellectual property rights which are currently undergoing registration by any of the Companies of the Group, the Beneficiary accepts such rights in their present state without any warranty as to their registrability.

To the Guarantors' best knowledge, the know-how used by the Companies of the Group does not violate any third-party rights.

The Companies of the Group have concluded confidentiality undertakings with certain of their correspondents, a list of which is attached hereto as Appendix 4(aa).

Except as set forth in Appendix 4(ab), the Companies of the Group have the sole right to use the industrial and intellectual property rights referred to in Appendix 4(a), which are not the subject of any surety or third-party rights (and in particular of any license rights) or restrictions, claims or disputes by third parties whatsoever.

Except as set forth in Appendix 4(ac), the Companies of the Group are not bound to pay any royalties or other fees to third parties with respect to the use of industrial or intellectual property rights.

Except as set forth in Appendix 4(ad), none of the Companies of the Group is a party to any proceedings or potential disputes concerning industrial and intellectual property which has been the subject of an exchange of registered mail, and no such proceedings are imminent, to the Guarantors' best knowledge.

In particular, none of the Companies of the Group are counterfeiting or violating any patent, trademark or other industrial or intellectual property right belonging to a third party, nor are any of them responsible for any acts of unfair competition in connection with such rights.

To the Guarantors' best knowledge, no third parties are counterfeiting or violating, or have counterfeited or violated, any patents, trademarks or other industrial or intellectual property rights belonging to one of the Companies of

the Group, nor have they committed any acts of unfair competition in connection with such rights.

- b) Except as set forth in Appendix 4(b), no judicial or arbitral proceedings relating to any actual or supposed violation of intellectual property rights belonging to third parties are pending or have been begun against any of the Companies of the Group.
- c) All buildings and premises used as of this date by the Companies of the Group are owned by the Companies of the Group and are substantially identical to those listed in the Accounts with a correctly amortized value, or are the subject of a lease or credit-leasing (credit-bail) agreement with whose terms the Companies of the Group are in full compliance, in particular with respect to the activities carried out in the leased premises.

A list of buildings owned by the Companies of the Group is set forth in Appendix 4(c).

A list of buildings in which the Companies of the Group are tenants under the terms of credit-bail agreements is set forth in Appendix 4(ca) hereto.

A list of buildings in which the Companies of the Group are tenants is set forth in Appendix 4(cb) hereto.

A list of mortgages and registrations relating to those buildings owned by the Company is set forth in Appendix 4(cc) hereto.

Those buildings which are owned by the Company or in which it is a tenant under the terms of credit-bail agreements are not the subject of any expropriation or total or partial requisition measures, or of any other administrative measures which may significantly adversely affect their value, nor are they the subject of any encumbrances which may seriously affect their operation which have been notified to the Companies of the Group.

- d) All buildings and premises used by the Companies of the Group are in a normal state of wear and have been maintained, except for normal wear and tear as reflected in the Accounts under the appropriate headings, where the Companies of the Group are the owners of such buildings and premises.

To the Guarantors' best knowledge, all regulatory or legislative requirements applicable to those buildings owned by the Companies of the Group have been complied with, except as set forth in Appendix 4(d) hereto.

None of the buildings owned by the Companies of the Group or in which they are tenants under the terms of credit-bail agreements are the subject of any actions for hidden defects, failure to conform with regulations or actions invoking the builders' liability.

Except as stated in Appendix 4(da) hereto, none of the buildings already constructed and owned by the Companies of the Group has been built on land not owned by the Companies.

Except as set forth in Appendix 4(db) hereto, no decisions have been notified by any competent authority which may restrict or modify the permitted use of any of the buildings owned by any of the Companies of the Group, and no such decisions are anticipated, to the Guarantors' best knowledge.

- e) Each of the Companies of the Group has insured all of its insurable goods with insurance companies which are known to be solvent. The main insurance policies subscribed by the Companies of the Group are set forth in Appendix 4(e) hereto, including COFACE insurance (export credit and guarantee of investment in China) and have been made available to the Beneficiary prior to the date hereof. The Companies of the Group have paid all premiums and complied with the terms of such policies, none of which has been terminated. Appendix 4(e) gives a description of significant insurance claims filed by the Companies of the Group with their insurers since January 1, 1994. For purposes of this Representation, a "significant insurance claim" is deemed to be one which involves damage in an amount exceeding two hundred and fifty thousand French francs (FF. 250,000).
- f) The Companies of the Group have not granted any mortgages, pledges, sureties or warranties to the benefit of third parties with respect to any of their assets, except as stated in the statements of filings or equivalent documents which may be obtained from the mortgages office (conservation des hypotheques) or the Clerk of the Commercial Court or local equivalent of the place where each of the Companies of the Group has its principal office, as set forth in Appendix 4(f) hereto. In addition, the fixed assets of the Companies of the Group are not subject to any judicial mortgages, their businesses (fonds de commerce) are not subject to any judicial pledges, and their movable assets are not subject to any judicial security.
- g) The amount of investment securities and shareholdings reflected in the Accounts is a true and correct account of the value of such securities as of June 30, 1995. The other financial fixed assets appearing in the Accounts consist essentially of security deposits and guarantees in connection with leases, and factoring operations.
- None of the Companies has granted loans to any individual or to any legal entity, with the exception of customary loans to employees or bodies responsible for the collection of employers' construction fund contributions, or loans granted to other Companies of the Group and any loans granted in the past and repaid in full.
- h) The volume and valuation of the inventories (raw materials, work in progress and finished products) of the Companies of the Group as stated in the Accounts give a faithful account of the state of such inventories as of June 30, 1995.

Inventories of raw materials and supplies are evaluated according to the "first-in/first-out" method.

Inventories of work in progress and finished products are evaluated at cost.

A reserve for depreciation of inventory is made where the probable realization value is less than the inventory value. In addition, a provision for depreciation is made on obsolete or slow-moving inventories.

The inventories of products have not undergone any substantial variation between July 1, 1995 and September 30, 1995 other than those arising from the normal course of business.

The impact of the change in the method used between 1993 and 1994 is described in Appendix 3(h) hereto.

- i) For each of the Companies of the Groups' receivables existing as of the date hereof [September 30, 1995], at least ninety-three percent (93%) of the nominal amount of such receivable shall be paid no later than one hundred and eighty (180) days after the Closing Date.
- j) All movable property, including equipment, materials and installations used by the Companies of the Group are in a normal state of maintenance and repair.

5. REPRESENTATIONS WITH RESPECT TO THE LIABILITIES OF THE COMPANIES OF THE GROUP ON THE DATE HEREOF

- a) Allocations to the reserves which appear in the accounts of the Companies of the Group, including the legal reserve, have been properly made.
- b) The Companies of the Group are not involved in any judicial, arbitral or administrative proceedings or actions, with the exception of recovery of receivables arising in the normal course of business and litigation as described to the Beneficiary, and which are listed in Appendix 5(b) hereto.

No administrative, judicial or arbitral decisions have been notified to any of the Companies of the Group which may significantly affect their operations or financial situation. No such proceedings which may have such an influence on any of the Companies of the Group are threatened, to the Guarantors' best knowledge.

- c) Except as set forth in Appendix 5(c), the Companies of the Group are not currently the subject of any official inquiry, assessment or verification by any French administration.
- d) In carrying out their activities, the Companies of the Group have complied with applicable regulations governing urbanisation and classified installations, except as set forth in Appendix 5(d) hereto.

The Companies of the Group located in France have not been the subject of any injunctions from the DRIRE which have not come into effect.

In 1993, the Company was approved by the DRIRE as a transit site for industrial waste generated by the Company's activities.

The activities of the Companies of the Group and the installations used by them and buildings owned by them are not the source of any pollution or damage to the environment of any nature whatsoever, in excess of applicable norms.

The environmental audit report prepared at the Beneficiary's request by Eder Associates in France and in the United States is attached hereto as Appendix 5(d).

To the Guarantors' best knowledge, none of the land, premises or installations owned by any of the Companies of the Group or in which they are tenants are contaminated.

Except as indicated in Appendix 5(da) hereto, none of the Companies of the Group stores or treats dangerous or toxic wastes or substances (as defined by applicable regulations) on land used by them, and to the Guarantors' best knowledge, no storage or treatment of dangerous or toxic wastes or substances is carried out on such land. None of the Companies of the Group has ordered the transportation of any dangerous or toxic wastes or substances in contravention of applicable regulations. None of the Companies of the Group or, to the Guarantors' best knowledge, any third parties acting for any of the Companies of the Group, have disposed of wastes from any product or ink cartridges whatsoever, except at sites which are approved for the storage, treatment, evacuation or destruction thereof and which are the subject of valid authorizations from competent authorities for such operations.

No prohibitions, injunctions, restrictions or limitations of any nature whatsoever on the free use or disposal of the movable or immovable assets of the Companies of the Group arising from their environmental situation have been notified to any of the Companies of the Group, subject to the representations made in this Exhibit and its Appendices, and no such notifications are anticipated, to the Guarantors' best knowledge.

- e) In general, the Companies of the Group are in full compliance with applicable rules and regulations governing safety and hygiene.
- f) None of the Companies of the Group has received any injunctions from any administrative or judicial authority, or any requests from any professional or consumer body whatsoever to recall any of its products, or to inform its customers of a defect or any danger caused by a defect in any of its products or linked to their use. None of the Companies of the Group anticipates proceeding with a spontaneous recall campaign for any of its products.

A statement of requests for modifications pursuant to any technical incidents relating to the products marketed by the Companies of the Group during the 1994 and 1995 fiscal years has been provided to the Beneficiary and accepted by the latter as reflecting a normal and usual level of incidents for the type of activity carried out by the Companies of the Group. This statement is attached hereto as Appendix 5(f). In addition, a set of technical letters covering the period from January 1, 1994 to August 31, 1995 which include instructions relating to modifications made or to be made to the products of the Companies of the Group has been provided to the Beneficiary, and are listed in Appendix 5(fa) hereto.

Appendix 5(fb) describes the general policy applied by the Companies of the Group with respect to product warranties and describes warranties given for terms in excess of two (2) years.

Costs incurred as a result of technical problems as described above subsequent to the date hereof for products delivered prior to such date shall not exceed the amount of the warranty costs borne during the 1994 fiscal year, i.e. 2% of the Company's consolidated turnover as of December 31, 1994, calculated as set forth in Appendix 5(fc).

- g) All installments that are due for long- and medium-term loans contracted with financial institutions have been paid.
- h) The Companies of the Group have fulfilled all their obligations in connection with the leases of the premises used by them for their activities. Notice has not been given by the lessors of the Companies of the Group, and the latter have not given notice to any of their lessors.
- i) The Companies of the Group have made all tax, social security and tax-related declarations to be filed or made in a timely manner, and have paid by their due dates all taxes, duties, levies and contributions payable by them on the date of signature hereof.

Except as set forth in Appendix 5(ia) hereto, none of the Companies of the Group has benefited from any fiscal advantage or favorable tax regime in exchange for existing undertakings or obligations by which it is still bound. None of the Companies of the Group is bound by any obligation or shall incur any additional tax burden as a result of the obtention of any fiscal advantages, carry-forward or postponement of taxation, or of any favorable tax regime.

- j) Significant off-balance sheet undertakings as of June 30, 1995 are listed in Appendix 5(k) hereto, and no new significant off-balance sheet undertakings have been made since the date of the Accounts.
- k) To the Guarantors' best knowledge, there are no significant contingent liabilities in addition to the off-balance sheet undertakings and the facts and circumstances described in the Appendices hereto resulting from any event or circumstance

which is known on the date hereof and which may give rise to an increase in liabilities or a reduction in assets, in an amount which cannot be determined on the date hereof (e.g. disclosure of the possible impact of a pollution source currently under investigation, or a third-party claim for which no provision has been made in the Accounts).

- 1) Authorizations of short-term bank credit lines (overdraft, upper limits on discounts, etc.) for each of the Companies of the Group have been provided to the Beneficiary in the "Bank Profiles" prior to the date hereof, and are listed in Appendix 5(m) hereto.

The above-mentioned Bank Profiles detail the bank accounts opened in the names of the Companies of the Group, with the names of those persons authorized to operate such accounts.

Appendix 5(ma) gives a list of all written delegations of powers granted by the Companies of the Group which are currently in force for purposes other than the operation of bank accounts, with details of powers thus granted and the names of the holders, with the exception, however, of powers whose scope is limited.

To the Guarantors' best knowledge and except as set forth in Appendix 5(mb), there are no events or other circumstances other than those resulting from the general economic or political situation which will affect the supplies or outlets of the Companies of the Group or the conditions applicable thereto after the date hereof.

6. REPRESENTATIONS WITH RESPECT TO THE STAFF OF THE COMPANIES OF THE GROUP

- a) A list of management executives (cadres dirigeants) in the service of the Companies of the Group has been made available to the Beneficiary prior to the Closing Date, together with the Company's labor reports for 1992, 1993 and 1994, which are set forth in Appendix 6(a) hereto.
- b) Model employment contracts as concluded by the Company are attached hereto as Appendix 6(b). Appendix 6(b) also includes a copy of those contracts under which certain management staff (cadres dirigeants) enjoy advantages in excess of those arising from the collective status referred to below or the model agreements (including, but not limited to, increased severance pay, extended notice periods, advantages in kind, pensions); such Appendix sets forth the names of the beneficiaries, their annual remuneration, the nature of the exceptional advantages granted and an evaluation of the burden represented by each of these advantages for the relevant Companies of the Group.

Appendix 6(ba) hereto contains an exhaustive list of all the corporate officers (mandataires sociaux) of the Companies of the Group.

There are no undertakings vis-a-vis former employees or corporate officers which remain in force.

Appendix 6(bc) describes current labor litigation, including electoral and union-related disputes, and states the parties thereto, the subject of the dispute, the amount claimed from the relevant Companies of the Group and the provisions made in the Accounts in connection with such litigation.

Except as set forth in Appendix 6(bc1), none of the Companies of the Group has been notified of any particular proceedings by the Labor Inspectorate (Inspection du Travail) or local equivalent for failure to comply with labor legislation, and no such proceedings are anticipated, to the Guarantors' best knowledge.

Neither the Guarantors nor any of the Companies of the Group have undertaken to grant any benefits to any employees or corporate officers of the Companies of the Group as a result of the completion of the sale of the Shares as provided for herein.

The Guarantors have ensured that the workers' committee of the Company shall be informed of and consulted in connection with the change of control of the Company.

The collective status of the staff of each of the Companies of the Group registered in France is defined in Appendix 6(bd) hereto. This Appendix sets forth, for each Company and, where applicable, for each separate establishment:

- i) the applicable collective bargaining and company agreements;
  - ii) any exceptional agreements concluded with staff representatives;
  - iii) remuneration systems, including premiums, bonuses, commissions, advantages in kind, awarded to all of the staff or to certain categories thereof;
  - iv) profit-sharing, incentive and company savings schemes;
  - v) undertakings in connection with retirement or health insurance schemes, insofar as the staff concerned are entitled to receive advantages in addition to those provided for by law or the applicable collective bargaining agreements as a result of such undertakings.
- c) The Companies of the Group are up to date with payment of all social security, unemployment and retirement fund contributions and all other contributions and payments linked to employment.

- d) The registers which each of the Companies of the Group which are registered in France are required to maintain in accordance with labor legislation are up to date.
- e) None of the employees of the Companies of the Group has suffered any work-related accidents leading to death. Appendix 6(e) lists cases of permanent or temporary disability arising from work-related accidents since January 1, 1993, as well as the insurance premium rate relating to work-related accidents for the those Companies of the Group registered in France as of January 1, 1995.
- f) A list of benefits in kind granted to the staff of the Companies of the Group (with the exception of company cars) together with the amounts of employers' contributions to social projects has been made available to the Beneficiary prior to the date hereof and is set forth in Appendix 6(f) hereto.
- g) Except as set forth in Appendix 6(g) hereto, none of the Companies of the Group has made any undertakings or is bound by any obligations whatsoever which remain in force (including any undertaking to rehire, grant priority in hiring or maintain in employment) in connection with any plans for sale or continuation, or any staffing plans or collective dismissals.

7. REPRESENTATIONS WITH RESPECT TO MANAGEMENT OF THE COMPANIES OF THE GROUP UP TO THE DATE OF THIS AGREEMENT

- a) None of the Companies of the Group has been dissolved or is undergoing dissolution, nor is any of the Companies of the Group the subject of judicial reorganization or liquidation proceedings, or amicable settlement proceedings.
- b) Except as disclosed in the various Appendices to this Exhibit 3, the Companies of the Group are in compliance with all laws, regulations or prescriptions issued by any administrative body or authority which may be applicable to them. In the case of the Subsidiaries listed in Appendix 7(b) hereto, this representation is made to the Guarantors' best knowledge.

It is hereby specified a Claim under the terms of this Guarantee Agreement may only be made if the Beneficiary or any of the Companies of the Group has suffered a significant prejudice which has given rise to actual expenses.

- c) None of the Companies of the Group is a party to or is subject to the provisions of any contracts or agreements other than those concluded under normal conditions. An up-to-date list of the main distribution and commercial agency agreements concluded among the Companies of the Group, or between the Companies of the Group and third parties is set forth in Appendix 7(c) hereto.

With the exception of those contracts listed in Appendix 7(c) or any other Appendices hereto, none of the Companies of the Group is a party to any contract which may fall within one of the following categories:

- (i) contracts whose remaining term is less than one (1) year and which bind any of the Companies of the Group for an amount in excess of one million French francs (FF. 1,000,000);
- (ii) contracts whose term exceeds one (1) year or is unlimited (with the exception of labor agreements), for an annual amount in excess of five hundred thousand French francs (FF. 500,000) and which may not be terminated by the Company of the Group which is a party thereto without more than three (3) months' notice and/or payment of an indemnity;
- (iii) contracts giving rise to the payment by any of the Companies of the Group of fees or the granting of a counterpart in another form to the other party (or to any entity or individual connected therewith) in return for business brought to the relevant Company of the Group by such party;
- (iv) contracts relating to profit-sharing or the payment of commissions, or which provide for a remuneration on the basis of profits or turnover;
- (v) contracts or undertakings under whose terms one or more of the Companies of the Group is bound to refrain from carrying out or to restrict certain activities, or to refrain from competing;
- (vi) contracts granting exclusive rights to a third party;
- (vii) contracts which do not fall within the scope of the normal day-to-day business of the relevant Company of the Group, or which are concluded under conditions other than those usually granted to independent parties, or which do not reflect market conditions;
- (viii) contracts relating to the holding and/or sale of transferable securities of any of the Companies of the Group.

To the Guarantors' best knowledge, none of the Companies of the Group has been informed of any intent on the part of its suppliers or customers to terminate or reduce their business relationship, where such termination or reduction would significantly affect the relevant Company's ability to supply, its commercial outlets or its financial position.

- d) None of the authorizations, licenses and, more generally, rights necessary to the activities of the Companies of the Group provide for a possible withdrawal, expiration or termination solely as a result of the sale of the Shares.
- e) To the Guarantors' best knowledge, none of the contracts listed under Section 7(c) hereof which have been concluded by the Companies of the Group are the subject of any breach by the Company of the Group concerned or the other party thereto, subject to the information given in Appendix 7(e).

- f) To the Guarantors' best knowledge, none of the Companies of the Group which has a relationship of economic dependency with one of its suppliers has intervened in the management of such supplier's affairs in such a way as for its liability to be incurred in connection with an action seeking to cover liabilities. This representation shall cease to be effective six (6) months after the date of this Agreement, it being understood that if the relevant Company of the Group pursues its contractual relationship with such supplier after the date hereof, the Guarantors shall not be liable for the consequences of any action seeking to cover liabilities in the event the supplier becomes insolvent more than six (6) months after the date hereof.
- g) Each of the Companies of the Group has been managed in the ordinary course of business since July 1, 1995, and no particular event has had a significant adverse impact on their situation.
- h) Except as set forth in Appendix 7(h) hereto, none of the following has occurred or has been observed since July 1, 1995:
- i) no liens, mortgages, pledges or oppositions, claims, seizures or encumbrances of any nature whatsoever, whether by contract or by judicial action, have been granted with respect to the assets of the Companies of the Group, except as reflected in the statements of filings obtainable from the mortgages office (conservation des hypotheques) or the Clerk of the Commercial Court or local equivalent of the place where each of the Companies of the Group has its principal office;
  - ii) any damage, destruction or losses (which are not covered by insurance policies) having a significant adverse impact on any of the assets of the Companies of the Group;
  - iii) any decisions by any of the Companies of the Group to distribute or pay dividends or reserves, it being specified that a dividend in an amount of four million seven hundred and thirty-nine thousand francs (FF. 4,739,000) was distributed to the Company's shareholders during the second quarter of 1995;
  - iv) any significant increases in the debts or obligations with respect to third parties of any of the Companies of the Group other than those arising in the normal course of business; in particular, there has been no increase in bank debts (other than those arising from the factoring contract concluded with SLIFAC) or of overdrafts on credit lines;
  - v) any modification or termination of any contracts, agreements or licenses other than those arising within the normal course of business of the Companies of the Group;
  - vi) any terminations of any of the insurance policies of the Companies of the Group;

- vii) no increases in the remuneration due by any of the Companies of the Group to any of their corporate officers or employees (engineers, executives, employees or laborers), or other supplementary individual advantages, with the exception of those increases arising in the normal course of business;  
  
No modification of the collective status of the staff except as set forth in Appendix 6(bd) hereto;  
  
No resignations or dismissals of management executives (cadres dirigeants);  
  
No labor disputes;  
  
No substantial modifications to the employment contracts of any of the management executives (cadres dirigeants) of the Companies of the Group.
- viii) no new investments or undertakings to invest, or any investment in movable or fixed assets (including credit-bail undertakings) in a unit amount in excess of five hundred thousand francs (FF. 500,000).
- ix) none of the Companies is a party to any merger, divestiture or contribution, and none of them has made any modification or amortization of its capital (with the exception, for the Company, of the conversion of convertible bonds), or any issuance of transferable securities or of subscription vouchers, or any purchase of transferable securities.
- x) no modifications have been made to the by-laws or equivalent act of incorporation of any of the Companies of the Group.

8. REPRESENTATIONS WITH RESPECT TO RELATIONS BETWEEN THE COMPANIES OF THE GROUP AND THE GUARANTORS

Except as stated in Appendix 8 hereto, none of the Guarantors:

- (a) Holds, either together or separately, in whole or in part, any property, assets or rights whatsoever, which the Companies of the Group are to use or of which they are a beneficiary for purposes of carrying out all or part of their activities, with the exception of banking securities;
- (b) Is a creditor or debtor of the Companies of the Group as a result of any undertaking whatsoever, or has any present or future rights in general against the Companies of the Group, with the exception of those rights or payments due to the employees of any of the Companies of the Group in connection with their employment and of banking operations;

- (c) Has granted any guarantees or securities for any of the undertakings of the Companies of the Group, or is the beneficiary of any guarantee granted by one of the Companies of the Group as security for any of their obligations, with the exception of those banks who are Sellers.

9. INTERMEDIARIES

None of the Parties or Companies of the Group has concluded any agreements with any intermediaries or advisors whatsoever which would bind one of the Companies of the Group to pay, either directly or indirectly, any remunerations, commissions or fees as a result of the negotiation or signature of this Agreement, or the performance of the operations contemplated herein.

10. EXCEPTIONS TO THE REPRESENTATIONS

Any exceptions to any one of the Representations appearing in this Exhibit to the Guarantee Agreement or in any of the Appendices which are an integral part hereof, shall be deemed to be enforceable against the Beneficiary with respect to another Representation where the exception raised necessarily applies to such other Representation by reason of its context.

11. DATE OF THE REPRESENTATIONS

The Representations made by the Guarantors pursuant to this Exhibit 3 are true and correct as of September 29, 1995. As an exception to the foregoing, the Representations with respect to the Shares and the Guarantors' Capacity to Act set forth in Section 1 of this Exhibit are deemed to be true and correct insofar as they relate to any Guarantor and the Shares sold by such Guarantor, on the date of sale of such Shares, it being understood that such Representations shall nevertheless be deemed to have been made with respect to all of the Guarantors.

## ESCROW AGREEMENT

BETWEEN:

- - LYONNAISE DE BANQUE, a French societe anonyme with a capital of FF. 620,000,000 having its principal office at 8, rue de la Republique, 69001 Lyons, registered with the Registry of Commerce and Companies of Lyons under no. B 954 507 976,

Represented by Mr. Alain de la Chapelle, who is duly authorized,  
(hereinafter referred to as the "Escrow Agent")

IN THE FIRST PART,

AND:

- - THE GUARANTORS' REPRESENTATIVE, acting in the name and for the account of the companies and individuals whose corporate names, names, principal offices and addresses are listed in Exhibit 1 hereto,

(such companies and individuals, together with any other party adhering to this Agreement under the terms of its Section VIII below, being hereinafter referred to as the "Guarantors"),

IN THE SECOND PART,

AND:

REVOD CORPORATION, a company organized under the laws of the State of Delaware, United States of America, with its principal office at 1403 Foulk Road, Suite 102, Wilmington, Delaware 19803, United States of America,

Represented for purposes hereof by its Vice-President, Mr. John E. Pomeroy, who is duly authorized,

(hereinafter referred to as the "Beneficiary"),

IN THE THIRD PART,

## PREAMBLE:

A/ Under the terms of a share purchase agreement of even date herewith, the Beneficiary has purchased, either directly or indirectly, certain of the shares of Imaje, a French societe anonyme with a capital of FF. 139,851,100, having its principal office at 9, rue Gaspard Monge, 26500 Bourg les Valence, registered with the Registry of Commerce and Companies of Romans under number B 353 282 106. The shares of Imaje are hereinafter referred to as the "Shares".

B/ A guarantee agreement (hereinafter referred to as the "Guarantee Agreement"), also of even date herewith, contains the representations and warranties made by the Guarantors to the Beneficiary.

C/ Each of the Guarantors intends, pursuant to Section 4 of the Guarantee Agreement, and as a guarantee of payment of any claims which may be made by the Beneficiary under the terms of the representations and warranties made therein, to deposit in an account opened by an independant escrow agent the sum of one hundred and sixty-four francs and forty-six centimes (FF. 164.46) corresponding to twenty-two point four zero six percent (22.406%) of the sale price per Share paid to such Guarantor.

However, each of the said Guarantors shall have the option, in accordance with the terms of the Guarantee Agreement, of substituting for the cash deposit in escrow a bank guarantee upon first demand issued to the benefit of the escrow agent by a first-rate French bank (hereinafter referred to as a "Bank Guarantee upon First Demand"), in a principal amount corresponding to the cash funds deposited in escrow.

Such escrow agent's assignment shall be to administer such funds and Bank Guarantees upon First Demand and the funds generated therefrom in accordance with the terms of this agreement.

D/ Consequently, the parties hereto have requested that Lyonnaise de Banque accept the assignment as escrow agent.

The Escrow Agent has agreed to act as escrow agent for the funds and Bank Guarantees upon First Demand referred to above, in accordance with the following terms and conditions.

WHEREFOR, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

ARTICLE I: ESCROW ACCOUNT

1.1 The Guarantors' Representative and the Beneficiary hereby appoint by mutual agreement the Escrow Agent, who accepts, as escrow agent for the deposit of:

- (a) an amount corresponding to one hundred and sixty-four francs and forty-six centimes (FF. 164.46) times the number of Shares sold to the

Beneficiary by those Guarantors having fulfilled their obligations under the Guarantee Agreement by means of a cash deposit in escrow; and

- (b) Bank Guarantees upon First Demand (and the funds arising from any calling into effect thereof) in an amount equal to one hundred and sixty-four francs and forty-six centimes (FF. 164.46) times the number of Shares sold to the Beneficiary by those Guarantors having fulfilled their obligations under the Guarantee Agreement by means of Bank Guarantees upon First Demand.

1.2 Consequently, the Guarantors who have signed this agreement on its original date hereby simultaneously transfer their portion of the funds referred to under Section 1.1(a) above to the Escrow Agent. These funds shall be increased as a result of adhesions to this Agreement as provided for under Section VIII hereof.

1.3 Each of the Guarantors who have signed this agreement on its original date, or who shall adhere to it as provided for under Section VIII hereof, shall have the option, within thirty (30) days of the date of sale of its Shares, of providing to the Escrow Agent a Bank Guarantee upon First Demand prepared in accordance with the model set forth in EXHIBIT 2 hereto, in an amount equal to the amount initially deposited in escrow in cash by such Guarantor. In this event, the Escrow Agent shall return to the Guarantor concerned, as a counterpart for and simultaneously with transmission of such Bank Guarantee upon First Demand, the amount previously deposited in escrow in cash, plus interest as provided for under Section 3.1 hereof.

1.4 The aforementioned funds, the originals of the Bank Guarantees upon First Demand and the income arising from the entry into force thereof, if applicable, shall be deposited in an account opened by Lyonnaise de Banque entitled "Imaje Escrow Account" (Compte Sequestre Imaje) (such account being hereinafter referred to as the "Deposit").

1.5 On the date of signature of this Agreement, the Deposit shall contain those sums which were initially transferred to the Escrow Agent in accordance with Section 1.1(a) hereof.

ARTICLE II: REDUCTION OF THE DEPOSIT

2.1 (a) The amount of the Deposit shall be reduced to sixty-four francs and thirty-five centimes (FF. 64.35) per Share, corresponding to eight point seven six seven zero percent (8.7670%) of the sale price paid to the Guarantors on the first anniversary of the date of signature of this Agreement, and to forty-two francs and ninety centimes (FF. 42.90) per Share, corresponding to five point eight four four seven percent (5.8447%) of the sale price paid to the Guarantors on the second anniversary of the date of signature of this Agreement.

(b) However, in the event one or more claims has been made against the Guarantors and remains outstanding on either the first or the second anniversary of the date of signature of this Agreement, the amount of the Deposit shall be increased by the amount of the aforementioned claims which remain unpaid by the Guarantors as of either of such dates.

2.2 From January 1, 1999 onwards, only an amount equal to the amount of any claims already made against the Guarantors which remain unpaid as of that date shall remain in escrow until full and final payment of such claims or, where applicable, full and final settlement of the dispute existing between the parties.

2.3 In order to be enforceable against the Escrow Agent, the claims referred to under Sections 2.1(b) and 2.2 must be notified to it no later than three (3) business days after the due date (either the first or the second anniversary of the date of signature of this Agreement, or January 1, 1999, as the case may be), by registered letter with return receipt requested, in accordance with the terms of Section VI hereof.

2.4 The Escrow Agent shall retain in escrow that portion of the Deposit which is the subject of claims, and its assignment shall continue in that case for as long as the relevant claims shall remain unresolved by means of legal proceedings as provided for in the Guarantee Agreement, or by means of agreement between the parties, even if the Escrow Agent's assignment is thus extended beyond January 1, 1999.

2.5 It is hereby stipulated that in the event that as a result of claims made by the Beneficiary and which remain unpaid by the Guarantors on either of the deadlines set forth in Sections 2.1 and 2.2 hereof the Deposit is maintained at a level exceeding the base levels of eight point seven six seven zero percent (8.7670%) or five point eight four four seven percent (5.8447%) or zero provided for in the absence of any claims for each such date, that part of the Deposit which exceeds such base levels shall not under any circumstances be used to pay claims made after the respective deadline.

In the event the Beneficiary observes, after one of such deadlines, that an amount retained with respect to claims made but which remain unpaid must not be allocated to the Beneficiary or must be partially allocated to the Beneficiary under the terms of the Guarantee Agreement (in particular in the event of a waiver of its claim by the Beneficiary, or a settlement or spontaneous payment by the Guarantors), the Beneficiary hereby undertakes to provide to the Escrow Agent, within ten (10) days of such observation and in accordance with the terms and conditions set forth in Section 3.4(b) hereof, instructions to return that part of the Deposit to the Guarantors.

2.6 For those Guarantors who have deposited cash funds in escrow, repayments as described above shall be made by means of sending individually to each of the Guarantors, by registered mail with return receipt requested, of checks corresponding to their portions of the Deposit, within twenty (20) days following the first and the second anniversary of the date of this Agreement and January 1, 1999 respectively.

The Escrow Agent shall also, automatically and without prior notice, pay to said Guarantors together with their portion of the Deposit, any investment income thereon.

2.7 For those Guarantors who have deposited funds in escrow in the form of Bank Guarantees upon First Demand, the reductions of the guarantees described above shall be made by means of transmission to each of the Guarantors by the Escrow Agent of the original of the Bank Guarantee upon First Demand in exchange for transmission by the aforementioned Guarantor of a new Bank Guarantee upon First Demand drafted in identical fashion (with the exception of the guaranteed amount, which shall be defined in accordance with the terms of Section 2.1 or 2.2 hereof, as the case may be) and issued by the same bank or another first-rate French bank.

Within ten (10) days of the first and second anniversary dates of signature of this Agreement and January 1, 1999, respectively, the Escrow Agent shall inform the aforementioned Guarantors of such option and the amount of such new Bank Guarantees upon First Demand.

The Escrow Agent shall, automatically and without prior notice, return the Bank Guarantees upon First Demand to the Guarantors not later than twenty (20) days after the expiration of the term of its assignment in accordance with Section IV hereof.

#### ARTICLE III: THE ESCROW AGENT'S ASSIGNMENT

3.1 All cash amounts placed in escrow shall be invested in short-term interest-bearing accounts adapted to the constraints imposed by this Agreement. Unless otherwise indicated by the Guarantors' Representative, cash amounts placed in escrow on the date of this Agreement shall be invested for a term of thirty days during the initial thirty-day (30-day) period. Such investment shall be made immediately on the first business day following the date of payment of the relevant amount to the Escrow Agent. In the event any of the Guarantors produces a Bank Guarantee upon First Demand during such initial period and prior to its expiration, and demands reimbursement of cash funds placed in escrow prior to such expiration, the corresponding accounts shall not bear interest. Upon the expiration of such initial period, half of the available amount shall be frozen for three (3) months and the other half for eleven (11) months.

The Escrow Agent shall consult the Guarantors' Representative with respect to the duration of subsequent reinvestments, fifteen (15) days prior to the date of each reinvestment.

The Escrow Agent shall provide to the Guarantors' Representative and to the Beneficiary upon demand a monthly statement of the funds in the Deposit, it being understood that investment income on the funds placed in escrow by those Guarantors who have deposited funds in cash shall be distributed as provided for in Section 3.5 hereof. Prior to expiration of the period for adhesion defined in Section 8.1 hereof, the Guarantors' Representative and the Beneficiary may request communication of such statements at shorter intervals.

3.2

In addition, and in accordance with the terms of the Bank Guarantees upon First Demand, those Guarantors who have chosen to place funds in escrow in the form of such guarantees hereby irrevocably authorize the Escrow Agent to activate all or part of the Bank Guarantees upon First Demand in order to provide the necessary amounts to the Deposit for satisfactory performance of this Agreement and the Guarantee Agreement.

The Escrow Agent shall call the Bank Guarantees upon First Demand into effect within ten (10) days of receipt of a notification in accordance with the models referred to in Sections 3.3 and 3.4 hereof, in the amounts defined in such notification.

The Escrow Agent shall inform the Beneficiary and the Guarantors' Representative thereof.

3.3

The Escrow Agent shall transmit the Deposit to the Beneficiary in whole or in part not later than twenty (20) days following receipt of:

- a) a joint order by the Beneficiary and the Guarantors' Representative, in accordance with the model attached hereto as Appendix 1; or
- b) an order by the Guarantors' Representative, in accordance with the model attached hereto as Appendix 2; or
- c) a decision by a lower court (or court of appeals in the event the lower court's decision is appealed) instructing the Guarantors or the Escrow Agent to transmit the Deposit to the Beneficiary in whole or in part, in accordance with the model attached hereto as Appendix 3, or as otherwise imposed by the lower court or court of appeals.

The amounts necessary for application of this section shall be withdrawn, for each of the Guarantors, in proportion to the Shares sold to the Beneficiary (or which are deemed to be sold in accordance with Section 8.2) by the Guarantors of the Deposit.

- 3.4 The Escrow Agent shall return the Deposit to the Guarantors in whole or in part not later than twenty (20) days following receipt of:
- a) a joint order by the Beneficiary and the Guarantors' Representative, in accordance with the model attached hereto as Appendix 4; or
  - b) an order by the Beneficiary, in accordance with the model attached hereto as Appendix 5; or
  - c) a decision by a lower court (or court of appeals in the event the lower court's decision is appealed) instructing the Beneficiary or the Escrow Agent to transmit the Deposit to the Guarantors in whole or in part, in accordance with the model attached hereto as Appendix 6, or as otherwise imposed by the lower court or court of appeals.

- 3.5 The Escrow Agent shall, at the Guarantors' Representative's express request, pay to those Guarantors who have expressed such request upon the expiration of each calendar quarter the amount of interest accrued on the Deposit and due to them, not later than twenty (20) days after the expiration of each such quarter, and on condition that the Guarantors' Representative shall have communicated such request for a given quarter or for the entire term of this Agreement not later than ten (10) days prior to the expiration of the relevant quarter (i.e. for the first quarter, not later than December 21, 1995).

ARTICLE IV: TERM AND EXPIRATION OF THE ESCROW AGENT'S ASSIGNMENT

- 4.1 Subject to the provisions of Section 4.2 below, the Escrow Agent's assignment shall expire at 12.00 p.m. on January 1, 1999. On that date, and within the deadlines set forth in Sections 2.6 and 2.7 hereof, the Deposit (including the Bank Guarantees upon First Demand) or, if applicable, the balance of the Deposit, shall be returned to the Guarantors.
- 4.2 In the case provided for in Section 2.2 hereof, the Escrow Agent's assignment shall be extended in accordance with the terms of this Agreement until full and final settlement of all Claims, or, if applicable, of any disputes existing between the parties.
- 4.3 No later than January 5, 1999, the Escrow Agent shall request extension of the term of the Bank Guarantees upon First Demand from the financial institutions which have issued them beyond their initial term, in the event the Beneficiary or the Guarantors' Representative has given notice, no later than January 2, 1999, of the existence of one or more Claims which remain outstanding as of December 31, 1998. Such requests shall be in conformity with the terms of the relevant Bank Guarantees upon First Demand.

4.4 The Beneficiary and the Guarantors, acting through the Guarantors' Representative, may terminate this Agreement early or make any modification thereto either with or without the consent of the Escrow Agent, provided, however, that such modifications shall not increase the Escrow Agent's liability.

ARTICLE V: FEES AND DISBURSEMENTS OF THE ESCROW AGENT

The Escrow Agent shall receive a commission of two hundred thousand francs (FF. 200,000) as remuneration for the performance of its assignment.

Fifty percent (50%) of such commission shall be paid by the Beneficiary, and fifty percent (50%) by the Guarantors, on the first business day following the date of signature of this Agreement.

In the event the clause set forth in Article 4.2 hereof is implemented, such remuneration shall be supplemented by an amount of twenty thousand francs (FF. 20,000) per quarter commenced. Such additional remuneration shall be paid by the Beneficiary.

ARTICLE VI: NOTICES

All notices, demands, requests, and in general all communications which are to be made or which may be made pursuant to this Agreement or which may be required or useful for purposes hereof, shall be valid if sent by registered mail with return receipt requested to the persons and addresses set forth below:

If to the Escrow Agent, to:

Lyonnaise de Banque  
23, rue Neuve  
69001 Lyons  
Attention: Messrs. Alain  
de la Chapelle and  
Pierre Pissaloux

If to the Beneficiary, to:

Revod Corportion, c/o  
Dover Technologies International,  
Inc.  
Attention: John E. Pomeroy, Esq.  
One Marine Midland Plaza  
Sixth Floor  
East Tower  
Binghamton, NY 13901-3280  
USA

If to the Guarantors' Representative(s),  
to:

Mr. Jean-Claude Millet  
9, rue Pierre Benoit  
26500 Bourg-Les-Valence

with a copy to Hausmann & Associates

Attention: Christian Hausmann  
& Philippe Torre  
45, rue de Courcelles  
75008 Paris

or to such other addresses as may be communicated in writing by the Escrow Agent, the Beneficiary, the Guarantors' Representative or Hausmann & Associates.

ARTICLE VII: ESCROW AGENT'S LIABILITY

7.1 The Escrow Agent shall have no liability and shall bear no obligations other than those expressly provided for herein.

The Escrow Agent shall apply the terms and conditions of this Agreement strictly, and shall maintain strict neutrality with respect to the parties for the entire term of its assignment.

The Escrow Agent shall not be held liable for any default on the part of any of the financial institutions having issued the Bank Guarantees upon First Demand, or any refusal on their part to fulfil their undertakings on any grounds whatsoever (other than a breach by the Escrow Agent of any undertakings expressly made herein); the Beneficiary hereby expressly undertakes not to invoke the Escrow Agent's liability in this connection.

In such event, the Beneficiary shall bear sole responsibility for undertaking all necessary actions against the defaulting financial institution or Guarantor, and the Escrow Agent shall not be bound to undertake any actions against such financial institution or Guarantor, other than appeal or extension of the Bank Guarantees upon First Demand as provided for herein.

Insofar as it is necessary to do so, the Escrow Agent hereby delegates all powers to the Beneficiary to act in its name before any courts having jurisdiction to obtain fulfilment of their undertakings by the financial institutions issuing the Bank Guarantees upon First Demand, and undertakes to facilitate all actions by the Beneficiary against such financial institutions.

7.2 The Escrow Agent shall be entitled to consider all documents and signatures submitted or communicated to it under the terms of this Agreement as genuine, any evident fraudulent acts notwithstanding.

7.3 Repayment of the Deposit or the balance thereof, if applicable, shall constitute release by the Guarantors of the Escrow Agent from all of its obligations hereunder.

## ARTICLE VIII: ADHESION TO THIS AGREEMENT

8.1 Those shareholders of Imaje who are not signatories of this Agreement and who sell their shares in Imaje to the Beneficiary simultaneously with or subsequent to the signature hereof may adhere to the terms of this Agreement by signing an adhesion letter in accordance with the model given in Exhibit 3 hereto. Such adhesion shall be possible until 12.00 p.m. on November 9, 1995, which deadline may be extended at the Beneficiary's discretion. Whatever the date of their adhesion, they shall be treated as though they had signed this Agreement on its original date. The parties hereby undertake to accept such adhesion without condition, provided, however, that adhesion is by signature ne variatur of the model attached hereto as Exhibit 3.

8.2 The shareholders of Sevres Valence Investissements and Pineal shall be parties to this Agreement in proportion to the number of Shares which they are deemed to have sold, in accordance with Exhibit 4 hereto, on the dates set forth in such Exhibit, with retroactive effect to the date of this Agreement, if applicable.

## ARTICLE IX: GUARANTORS' REPRESENTATIVE

For purposes hereof, the Guarantors shall be finally bound by all actions by Mr. Jean-Claude Millet, resident at 9, rue Pierre Benoit, 26500 Bourg-Les-Valence (hereinafter referred to as the "Guarantors' Representative"); the Guarantors hereby appoint Mr. Jean-Claude Millet as their representative in order that he may act in the Guarantors' name and for their account, and make all decisions which are either directly or indirectly connected with the subject matter of this Agreement, and in order that he may receive all notices under Section VI hereof.

In the event of any incapacity to act on the part of Mr. Jean-Claude Millet, Mr. Herve Millet, resident at Kloosverstraat 7, 1411 RS Naarden, the Netherlands, shall act in his place. In the event both Mr. Jean-Claude Millet and Mr. Herve Millet are unable to act, the Guarantors shall notify the Beneficiary of the names of their replacements, who shall thereafter act as the Guarantors' Representative and his alternate.

Absent such notification within thirty (30) days after acknowledgement of Messrs. Jean-Claude Millet's and Herve Millet's incapacity to act by the Beneficiary or any of the Guarantors, and once such acknowledgement has been notified to all of the Guarantors, a new Guarantors' Representative shall be appointed by the President of the Commercial Court of Paris, at the request of any of the parties.

In the interval between the incapacity of the Guarantors' Representative and the date of his replacement, all notices hereunder shall be deemed to have been validly given if notified to the last known address of the incapacitated Guarantors' Representative.

ARTICLE X: GOVERNING LAW - SUCCESSORS AND ASSIGNS

This Agreement shall be governed by the laws of France, and shall be binding upon the parties hereto and upon their legal representatives, successors, heirs and assigns.

ARTICLE XI: DISPUTES

The Guarantors' Representative, the Beneficiary and the Escrow Agent shall seek to resolve all disputes arising between them concerning the interpretation of this Agreement by amicable negotiations conducted in good faith.

However, any disputes concerning the interpretation or performance of this Agreement shall be submitted to the sole jurisdiction of French courts.

Done at Paris  
On September 29, 1995  
In three (3) original counterparts

[handwritten:]  
Bon pour constitution de sequestre  
(Good for appointment of an  
escrow agent)  
[signed]

[handwritten:]  
Bon pour constitution de sequestre  
(Good for appointment of an  
escrow agent)  
REVOD CORPORATION  
[signed]

-----  
The Guarantors' Representative  
For the Guarantors(1)

-----  
For the Beneficiary(1)

[signed]  
Bon pour acceptation de sequestre  
(Good for acceptance of escrow assignment)

-----  
For the Escrow Agent(2)

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- (1) The signatures shall be preceded by the handwritten words "Bon pour constitution de sequestre" (Good for appointment of an escrow agent)
- (2) Signature to be preceded by the handwritten words "Bon pour acceptation de sequestre" (Good for acceptance of escrow assignment)