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AUSLEY & MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

Writer's Direct Line (850) 425-5478

December 9, 2005

VIA HAND DELIVERY

Secretary of State
2661 Executive Center Circle West
Tallahassee, Florida 32301

Re: GTO, Inc.

Dear Madam/Sir:

Enclosed are an original and four copies of the Articles of Merger for GTO, Inc. Please file the Articles and date stamp one and certify three copies. Also enclosed is our check in the amount of $96.25, comprised of a $70.00 filing fee for two entities and a $26.25 certification fee for the three certified copies.

If convenient, please telephone me at 425-5478 when the certified copies are ready and I will arrange for someone to pick it up. Please do not hesitate to call me if you have any questions.

Thank you for your assistance.

Sincerely,

John E. Brenneis

/af
Enclosures

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

TFM MERGER SUB, INC.,
A FLORIDA CORPORATION

WITH AND INTO

GTO, INC.,
A FLORIDA CORPORATION

Pursuant to Section 607.1105 of the
Florida Business Corporation Act

On this 9th day of December 2005, TFM Merger Sub, Inc., a Florida corporation, and GTO, Inc., a Florida corporation, for the purpose of merging pursuant to Section 607.1105 of the Florida Business Corporation Act, hereby certify that:

1. The name and jurisdiction of the surviving corporation are as follows:

   Name: GTO, Inc.
   Jurisdiction: Florida

2. The name and jurisdiction of each merging corporation are as follows:

Name: TFM Merger Sub, Inc.
Jurisdiction: Florida

3. The attached Agreement and Plan of Merger by and among Linear LLC, TFM Merger Sub, Inc., GTO, Inc., Dennis E. Williams, in his capacity as the Shareholders' Representative, and the shareholders of GTO, Inc. set forth on the signature pages thereto meets the requirements of section 607.1101 of the Florida Business Corporation Act, and was approved by each domestic corporation that is a party to the merger in accordance with Chapter 607, Florida Statutes.

4. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

5. The Plan of Merger was adopted by the shareholders of GTO, Inc. on December 8, 2005.

6. The Plan of Merger was adopted by the shareholders of TFM Merger Sub, Inc. on December 8, 2005.

[Signature Page Follows.]

IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the date first written above and are being filed in accordance with Section 607.1105 of the Florida Business Corporation Act by an authorized person for each party.

TFM Merger Sub, Inc.

By: Kevin W. Donnelly

Title: Vice President & Secretary

GTO, Inc.

By: Joe Kelley

Title: President/CEO

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

by and among

LINEAR LLC,

TFM MERGER SUB, INC.,

GTO, INC.,

DENNIS E. WILLIAMS,

in his capacity as the Shareholders' Representative,

and

THE SHAREHOLDERS OF GTO, INC.

SET FORTH ON THE SIGNATURE PAGES HERETO

Dated as of December 9, 2005

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Schedules

Exhibits

Exhibit A	Notice to Non-Executing Shareholders
Exhibit B	Articles of Merger
Exhibit C	Letter of Transmittal
Exhibit D	*Lost Certificate Affidavit*
Exhibit E	Form of Payoff Letter
Exhibit F	Form of Opinion of Counsel to the Company
Exhibit G	Form of Opinion of Counsel to the Acquiror and Merger Sub
Exhibit H	Form of Escrow Agreement
Exhibit I	Form of Exchange Agent Agreement
Exhibit J	Form of Employee Termination Agreement

Appendices

Appendix A	Definitions

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 9, 2005, is made by and among LINEAR LLC, a California limited liability company (the "Acquiror"), TFM MERGER SUB, INC., a Florida corporation ("Merger Sub"), GTO, INC., a Florida corporation (the "Company"), DENNIS E. WILLIAMS, solely for purposes of Section 8.12 in his capacity as the Shareholders' Representative, and the Shareholders of GTO, Inc. set forth on the signature pages hereto (the "Executing Shareholders"). The Company, the Acquiror, Merger Sub, the Shareholders' Representative, and the Executing Shareholders are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Parties desire to enter into this Agreement pursuant to which the Parties propose that Merger Sub, a wholly owned Subsidiary of the Acquiror, will merge with and into the Company (the "Merger"), so that the separate corporate existence of Merger Sub shall cease and the Company will continue as the surviving corporation of the Merger;

WHEREAS, the Board of Directors of each of the Acquiror and Merger Sub (a) has determined that the Merger is in the best interests of the Acquiror, Merger Sub and their respective stockholders and (b) has approved and adopted this Agreement, the Merger and the other transactions contemplated by this Agreement;

WHEREAS, the Acquiror, as the sole shareholder of Merger Sub, has (a) determined that the Merger is in the best interests of Merger Sub, (b) approved, adopted and declared advisable this Agreement, and (c) accepted and approved the Merger and the other transactions contemplated by this Agreement;

WHEREAS, the Board of Directors of the Company has (a) determined that the Merger is in the best interests of the Company and its shareholders, (b) approved, adopted and declared advisable this Agreement, (c) approved the Merger and the other transactions contemplated by this Agreement and (d) recommended that the shareholders of the Company approve and adopt this Agreement and the Merger;

WHEREAS, the Executing Shareholders own, among other things, 79% or more of the shares of issued and outstanding Common Stock, representing 79% or more of the issued and outstanding capital stock of the Company;

WHEREAS, concurrent with their execution of this Agreement, the Executing Shareholders, having had the Board of Directors of the Company approve and adopt the Merger Agreement and recommend that the shareholders of the Company approve and adopt the Merger Agreement and the Merger, have waived the required notice of a special meeting of shareholders of the Company and approved and adopted this Agreement and the Merger by written consent;

WHEREAS, concurrent with the solicitation of the consent of the Executing Shareholders of the approval and adoption of this Agreement and the Merger, the Company is delivering notice in the form attached hereto as Exhibit A summarizing the material features of the Merger and this Agreement (including a statement of the right of shareholders dissenting therefrom to be paid the fair value of their shares upon compliance with the applicable provisions of the FBCA regarding the rights of dissenting shareholders) to those shareholders of the Company who have not consented in writing to the approval and adoption of this Agreement and the Merger or who are not entitled to vote on the action;

WHEREAS, each of the Non-Dissenting Shareholders has concurrently herewith delivered to the Company a waiver of each such Shareholder's rights to exercise Dissenters' Rights; and

WHEREAS, the Parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the premises, and the mutual representations, warranties, covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. Defined terms used in this Agreement have the respective meanings ascribed to them by definition in this Agreement or in Appendix A.

Section 1.2 Construction.

(a) The Parties have collectively participated in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

(b) The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. The words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation." Unless otherwise noted, references in this Agreement to Articles, Sections, Exhibits, Schedules and Appendices shall be deemed references to Articles and Sections of, and Exhibits, Schedules and Appendices to, this

Agreement. Unless the context otherwise requires, all references to this Agreement shall be deemed to include this Agreement and all Exhibits, Schedules and Appendices to this Agreement, which are made a part hereof and incorporated herein by reference. Unless the context otherwise requires, the words "hereof," "hereby" and "herein" and words of similar import when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. Unless otherwise indicated, references in this Agreement to dollars are to United States dollars.

ARTICLE II

MERGER

Section 2.1 Agreement to Merge. Subject to the terms and conditions of this Agreement, at the Effective Time, Merger Sub shall merge with and into the Company. Merger Sub and the Company shall concurrently with the execution of this Agreement cause articles of merger, in the form of Exhibit B (the "Articles of Merger"), to be properly executed and filed on the Closing Date with the Florida Department of State. The "Effective Time" shall be the time at which the Articles of Merger are duly filed with the Florida Department of State or such later effective time as may be specified in the Articles of Merger.

Section 2.2 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the FBCA. Subject to the foregoing, from and after the Effective Time, the Surviving Corporation shall possess all rights, privileges, immunities, powers and franchises and be subject to all the obligations, restrictions, disabilities, liabilities, debts and duties of the Company and Merger Sub. From and after the Effective Time, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation in the Merger (the Company, as the surviving corporation in the Merger, sometimes being referred to herein as the "Surviving Corporation").

Section 2.3 Articles of Incorporation and Bylaws. The articles of incorporation and bylaws of the Company in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with applicable Law and such articles of incorporation and bylaws, respectively, of the Company.

Section 2.4 Directors and Officers. The directors and officers of Merger Sub serving in those positions immediately prior to the Effective Time shall become, as of the Effective Time, and shall remain the directors and officers of the Surviving Corporation after the Merger until their successors are duly elected and qualified.

ARTICLE III

MERGER CONSIDERATION; ADJUSTMENTS

Section 3.1 Closing Date. Upon the terms and subject to the conditions set forth in this Agreement, the closing of the transactions pursuant hereto (the "Closing") shall take place at the offices of King & Spalding LLP, 191 Peachtree Street, Atlanta, Georgia at 10:00 a.m., local time, on the date of this Agreement (the "Closing Date").

Section 3.2 Merger Consideration.

(a) Upon the terms and subject to the conditions set forth in this Agreement, the aggregate cash amount to be paid by the Acquiror at the Closing (such amount, the "Aggregate Closing Merger Consideration") shall be equal to (i) TWENTY SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($27,500,000) (the "Aggregate Preliminary Merger Consideration"), less (ii) the amount of the Closing Transaction Expenses, less (iii) the Closing Date Indebtedness, less (iv) the Escrow Amount, less (v) the Special Escrow Amount, less (vi) the Representative Expenses Escrow Amount.

(b) Contemporaneously with the execution of this Agreement, the Company shall deliver to the Acquiror a schedule (the "Merger Consideration Disbursement Schedule") which shall set forth (i) the calculation of the Company's best estimate of the Transaction Expenses that are unpaid as of the Closing Date (the "Closing Transaction Expenses"), (ii) the calculation of the Closing Date Indebtedness, (iii) each Shareholder's ownership of Common Stock as of the Closing Date, (iv) the number and ownership of all Options, and (v) the portion of the Aggregate Closing Merger Consideration payable to each such Shareholder in accordance with Section 3.4 (including subject to Section 3.4(e)), together with a certificate signed by a duly authorized officer of the Company certifying as to the accuracy of the information set forth in the Merger Consideration Disbursement Schedule.

Section 3.3 Payment of the Merger Consideration. Contemporaneously with the execution of this Agreement, the Acquiror shall pay, by wire transfer of immediately available funds:

(a) To such account or accounts as the Company specifies, in order to pay and discharge such expenses, an aggregate amount equal to the Closing Transaction Expenses;

(b) To such account or accounts as the Company specifies, in order to pay and discharge such obligations, an aggregate amount equal to the Closing Date Indebtedness;

(c) To such account of the Escrow Agent as provided for in the Escrow Agreement and in accordance with Section 3.7, an aggregate amount equal to (i) the Escrow Amount plus (ii) the Special Escrow Amount, plus (iii) the Representative Expenses Escrow Amount; and

(d) To the Exchange Agent, for payment to the Shareholders, an aggregate amount equal to the Aggregate Closing Merger Consideration.

Section 3.4 Effect on Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of any Shareholder:

(a) Subject to the other provisions of this Section 3.4, each Share shall be converted into the right to receive an amount equal to (i) the Per Share Merger Consideration, (ii) any Per Share Escrow Amount, if any, (iii) any Per Share Special Escrow Amount, if any, (iv) the Per Share Working Capital Surplus, if any, and (v) the Per Share Expenses Escrow Amount, if any.

(b) Each Option shall be cancelled and converted into the right to receive, upon the surrender of any certificates formerly representing such Option and any agreements or other instruments evidencing the Option, an amount equal to (i) the product of (A) the excess, if any, of (1) the Per Share Merger Consideration over (2) the exercise price per share of each such Option, multiplied by (B) the number of shares of Common Stock subject to each such Option, (ii) any Per Share Escrow Amount, if any, (iii) any Per Share Special Escrow Amount, if any, (iv) the Per Share Working Capital Surplus, if any, and (v) the Per Share Expenses Escrow Amount, if any.

(c) Each share of Common Stock owned by the Company as treasury stock or owned by the Company or the Acquiror or any of its Subsidiaries shall be cancelled and cease to exist without any cash or other consideration delivered in exchange therefor.

(d) Each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time of the Merger will be converted into one share of common stock of the Surviving Corporation, and such common stock of the Surviving Corporation issued on that conversion will constitute all of the issued and outstanding shares of capital stock of the Surviving Corporation immediately following the Effective Time.

(e) Notwithstanding any provision of this Agreement to the contrary, any Shareholder who properly exercises Dissenters' Rights shall be entitled to receive payment of the fair value of his Shares in the manner and pursuant to the procedures provided in Article XIII of the FBCA from the Special Escrow Fund to the extent available, and otherwise from the Acquiror subject to Section 7.1. Shares held by Persons who exercise Dissenters' Rights shall not be converted into the right to receive cash as described in Section 3.4(a). However, if any Shareholder who exercises Dissenters' Rights shall fail to perfect those rights, or effectively shall waive or lose such

rights, then each of his Shares shall be deemed to have been converted as of the Effective Time into the right to receive cash as provided in Section 3.4(a). Notwithstanding anything to the contrary contained herein or in any agreement entered into in connection herewith, Shares with respect to which a Shareholder properly exercises Dissenters' Rights (except if the Shareholder subsequently waives or loses such rights) shall not be entitled to receive the Per Share Escrow Amount, if any, any Per Share Special Escrow Amount, if any, any Per Share Expenses Escrow Amount, if any, or the Per Share Working Capital Surplus, if any, and the calculations of any such amounts shall be made without regard to such Shares for which a Shareholder has properly exercised Dissenters' Rights.

Section 3.5 Exchange of Certificates.

(a) Prior to receiving any consideration therefor, each holder of record of a certificate or certificates that immediately prior to the Effective Time represented issued and outstanding shares of Common Stock (the "Certificates"), shall have delivered to the Exchange Agent (i) a properly completed and duly executed letter of transmittal, in the form of Exhibit C (a "Letter of Transmittal"), and (ii) the Certificates held of record by such holder. At the time of, or immediately following, the Closing, the Exchange Agent shall mail or otherwise provide such Letter of Transmittal to such holder along with instructions thereto and a notice to the effect that delivery of the Certificates shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent. Upon surrender of a Certificate to the Exchange Agent, together with such Letter of Transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the consideration into which the shares represented by such Certificate shall have been converted pursuant to Section 3.4(a), and the Certificate so surrendered shall be canceled. If any portion of the Aggregate Closing Merger Consideration is to be paid to a Person other than the Person in whose name the Certificate so surrendered is registered, it shall be a condition of exchange that such Certificate shall be properly endorsed or otherwise in proper form for transfer and that the Person requesting such exchange shall pay any transfer or other Taxes required by reason of the exchange to a Person other than the registered holder of such Certificate or establish to the reasonable satisfaction of the Exchange Agent that such Tax has been paid or is not applicable. Until surrendered as contemplated by this Section 3.5, each Certificate shall be deemed as of the Effective Time to represent only the right to receive, upon surrender of such Certificate in accordance with this Section 3.5(a), the consideration into which the shares represented by such Certificate shall have been converted pursuant to Section 3.4(a).

(b) If, after the Effective Time, Certificates are presented to the Acquiror, the Surviving Corporation or the Company for any reason, they shall be canceled and exchanged for the applicable portion of the Aggregate Closing Merger Consideration, and shall be entitled to such other rights, as provided in this Article III.

(c) Any portion of the Aggregate Preliminary Merger Consideration (including any amounts in respect of a Working Capital Surplus) deposited

with the Exchange Agent that remains unclaimed by the Shareholders six (6) months following the termination of the Escrow Agreement shall be remitted to the Surviving Corporation, upon demand, and the Shareholders shall thereafter look only to the Surviving Corporation for such payment, without any interest thereon. Further, none of the Acquiror, the Company or the Surviving Corporation shall be liable to any Shareholder for any portion of the Aggregate Preliminary Merger Consideration or interest thereon properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar applicable Law.

(d) The Exchange Agent, the Acquiror, the Company or the Surviving Corporation (as appropriate) shall be entitled to deduct and withhold from consideration otherwise payable pursuant to this Agreement to any Shareholder such amounts as are required to be deducted and withheld with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax Law. To the extent that amounts are so withheld, (i) such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Shareholder in respect of which such deduction and withholding was made, and (ii) the Exchange Agent, the Acquiror, the Company or the Surviving Corporation (as appropriate) shall provide to such Shareholder written notice of the amounts so deducted or withheld.

(e) In the event that any Certificate shall have been lost, stolen or destroyed, upon the receipt by the Exchange Agent of an affidavit and indemnification agreement, in the form of Exhibit D, by the Person claiming such Certificate to be lost, stolen or destroyed attesting to such fact, such holder shall be entitled to receive in exchange therefor the consideration into which the shares represented by such Certificate shall have been converted pursuant to Section 3.4(a).

Section 3.6 Net Working Capital Adjustment.

(a) As promptly as practicable, but in no event later than sixty (60) days after the Closing Date, the Acquiror shall in good faith prepare and deliver to the Shareholders' Representative a balance sheet of the Company as of the close of business on the date immediately preceding the Closing Date (the "Preliminary Closing Balance Sheet"), which shall be prepared in accordance with GAAP consistently applied with past practice (provided that such balance sheet need not contain footnote disclosures) and in a manner consistent with the Working Capital Guidelines, and a certificate of a duly authorized officer of the Acquiror setting forth the Acquiror's calculation of the Net Working Capital and the Working Capital Surplus or Working Capital Deficit, if any, based on such Preliminary Closing Balance Sheet (the "Preliminary Net Working Capital"), along with a reasonably detailed explanation of the calculation thereof.

(b) The Acquiror and the Surviving Corporation shall permit the Shareholders' Representative and its representatives to have reasonable access to the books, records and other documents (including work papers) pertaining to or used in connection with preparation of the Preliminary Closing Balance Sheet and the Acquiror's calculation of the Preliminary Net Working Capital and provide the Shareholders'

Representative with copies thereof (as reasonably requested by the Shareholders' Representative). If the Shareholders' Representative disagrees with the Acquiror's calculation of the Net Working Capital as set forth on the Preliminary Closing Balance Sheet and as represented by the Preliminary Net Working Capital, the Shareholders' Representative shall, within forty-five (45) days after the Shareholders' Representative's receipt of the Preliminary Closing Balance Sheet, notify the Acquiror in writing of such disagreement by setting forth the Shareholders' Representative's calculation of the Net Working Capital and describing in reasonable detail the basis for such disagreement (an "Objection Notice"). If no Objection Notice is delivered on or prior to the forty-fifth (45^{th}) day after the Shareholders' Representative's receipt of the Preliminary Closing Balance Sheet, the Preliminary Closing Balance Sheet and the Preliminary Net Working Capital shall become the Final Closing Balance Sheet and the Final Net Working Capital, respectively, for purposes of this Agreement. If an Objection Notice is timely delivered to the Acquiror, then the Acquiror and the Shareholders' Representative shall negotiate in good faith to resolve their disagreements with respect to the balance sheet and the computation of the Net Working Capital. In the event that the Acquiror and the Shareholders' Representative are unable to resolve all such disagreements within fifteen (15) days after the Acquiror's receipt of such Objection Notice, the Acquiror and the Shareholders' Representative shall submit such remaining disagreements to the Charlotte, NC office of KPMG LLP or, if such accounting firm is unwilling or unable to serve, another independent, nationally recognized accounting firm mutually acceptable to the Acquiror and the Shareholders' Representative (the "Auditor") for resolution.

(c) The Acquiror and the Shareholders' Representative shall use their respective reasonable efforts to cause the Auditor to resolve all remaining disagreements with respect to the computation of the Net Working Capital as soon as practicable, but in any event shall direct the Auditor to render a determination within forty-five (45) days after its retention. The Auditor's determination of the Net Working Capital shall be based solely on written materials submitted by the Acquiror and the Shareholders' Representative (i.e., not on independent review) and on the definition of "Net Working Capital" included herein. The determination of the Auditor shall be conclusive and binding upon the Parties and the Shareholders. The Preliminary Closing Balance Sheet and the Preliminary Net Working Capital shall be revised, if necessary, to reflect the final determination thereof pursuant to this Section 3.6 (such balance sheet, as finally revised, the "Final Closing Balance Sheet," and such Net Working Capital, as finally determined, the "Final Net Working Capital").

(d) The costs and expenses of the Auditor shall be borne one-half (1/2) by the Acquiror, on the one hand, and one-half (1/2) by the Shareholders, on the other hand. The expenses payable by the Shareholders pursuant to this Section 3.6(d) shall be payable from the Escrow Fund.

(e) Within five (5) Business Days after the Final Net Working Capital is finally determined pursuant to this Section 3.6:

(i) if the Final Net Working Capital is less than the Target Net Working Capital Low Range, the Shareholders' Representative (on behalf of the Shareholders) and the Acquiror shall direct the Escrow Agent to pay to the Acquiror from the Escrow Fund, to the extent available, an amount equal to the Working Capital Deficit. The Acquiror's sole recourse and remedy for any Working Capital Deficit shall be the release of the corresponding amount, to the extent available, from the Escrow Fund. Such payment(s) to the Acquiror shall be made by wire transfer of immediately available funds to the account(s) designated by the Acquiror; and

(ii) if the Final Net Working Capital is greater than the Target Net Working Capital High Range, the Acquiror and the Surviving Corporation, jointly and severally, shall pay to the Exchange Agent an amount equal to the Working Capital Surplus. Such payments shall be made by wire transfer of immediately available funds to the account(s) designated by the Exchange Agent.

All payments made pursuant to this Section 3.6(e) shall be treated by all Parties for Tax purposes as adjustments to the Aggregate Preliminary Merger Consideration.

Section 3.7 Escrow Amount, Special Escrow Amount and Representative Expenses Escrow Amount.

(a) Notwithstanding anything contained in this Agreement to the contrary, THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) of the Aggregate Preliminary Merger Consideration (the "Escrow Amount") shall be delivered by the Acquiror to the Escrow Agent at Closing pursuant to this Agreement and the Escrow Agreement. The Escrow Fund shall be held by the Escrow Agent and distributed to the Acquiror, Merger Sub, the Exchange Agent, the Shareholders' Representative and the Shareholders (as applicable) in accordance with the terms of the Escrow Agreement. The Escrow Fund shall serve as the sole and exclusive remedy for any Working Capital Deficit in accordance with Section 3.6(e) and the primary remedy for any Acquiror Losses, subject to Section 7.5(d) and except as provided in Section 3.7(b).

(b) An amount equal to the Special Escrow Amount shall be delivered by the Acquiror to the Escrow Agent at Closing pursuant to this Agreement and the Escrow Agreement. The Special Escrow Fund shall be held by the Escrow Agent and distributed to the Exchange Agent, the Shareholders' Representative and the Shareholders (as applicable) in accordance with the terms of the Escrow Agreement. Subject to Section 7.1(f), the Special Escrow Fund shall serve as the primary remedy for (i) payment of the fair value of a Shareholder's Shares to any Shareholder who properly exercises Dissenters' Rights in the manner and pursuant to the procedures provided in Section 3.4(e) and Article XIII of the FBCA and (ii) any claims, liabilities, obligations, damages, losses, costs, expenses, penalties, fines and judgments (at equity or at law,

including statutory and common) and damages (including amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) of the Acquiror arising out of or relating to Dissenters' Rights claims.

(c) FIVE HUNDRED THOUSAND DOLLARS ($500,000) of the Aggregate Preliminary Merger Consideration (the "Representative Expenses Escrow Amount") shall be delivered by the Acquiror to the Escrow Agent at Closing pursuant to this Agreement and the Escrow Agreement. The Representative Expenses Escrow Fund shall be held by the Escrow Agent and distributed to the Exchange Agent, the Shareholders' Representative and the Shareholders (as applicable) in accordance with the terms of the Escrow Agreement. The Representative Expenses Escrow Fund shall serve as the primary remedy for payment of the Shareholders' Representative's expenses in accordance with Section 8.12. Notwithstanding anything to the contrary contained herein or in any other agreement delivered pursuant hereto or in connection herewith, the Acquiror and Merger Sub disclaim any and all right, title and interest in and to the Representative Expenses Escrow Fund from and after the Closing.

Section 3.8 Company Closing Deliveries.

(a) At the Closing, the Company shall deliver, or cause to be delivered, to the Acquiror the following:

(i) a certificate of good standing of the Florida Department of State, dated as of a date on or within ten (10) days prior to the Closing Date, as to the good standing of the Company under the laws of the State of Florida;

(ii) the organizational record books, minute books and corporate seal of the Company;

(iii) the Articles of Merger, duly executed by the Company;

(iv) the Escrow Agreement, duly executed by the Shareholders' Representative and the Escrow Agent;

(v) the Exchange Agent Agreement, duly executed by the Shareholders' Representative;

(vi) a certificate of the secretary of the Company (A) certifying the approval of the Merger and the transactions contemplated hereby by at least 79% of the shares of issued and outstanding Common Stock, representing 79% or more of the issued and outstanding capital stock of the Company and (B) attaching the applicable written consents and the waiver of Dissenters' Rights by the Non-Dissenting Shareholders;

(vii) all other documents required to be entered into or delivered by the Company at or prior to the Closing pursuant hereto, including resolutions of the Board of Directors of the Company adopted at a meeting of the Board of Directors of the Company (X) approving the treatment of the Options (as contemplated pursuant to Section 3.4(b)), (Y) approving the termination of the Company's 2001 Long-Term Incentive Plan, and (Z) approving, adopting and declaring advisable this Agreement and the Merger and the other transactions contemplated by this Agreement;

(viii) payoff letters, each in the form of Exhibit E, discharging all encumbrances securing the Closing Date Indebtedness, together with the appropriate documentation to terminate any existing debt facilities of the Company;

(ix) a legal opinion delivered by counsel to the Company admitted to practice law in Florida, in the form attached hereto as Exhibit F; and

(x) an invoice from each of StevenGOLDSMITHGroup, Inc., Mazzone & Associates, LLC, King & Spalding LLP and Thomas Howell Ferguson, P.A. setting forth each such Person's estimate of the Transaction Expenses payable to such Person.

(b) At the Closing, the Company shall deliver, or cause to be delivered, to the Acquiror the written consent of the Executing Shareholders (i) waiving the required notice of a special meeting of shareholders of the Company and (ii) approving and adopting this Agreement and the Merger.

Section 3.9 Acquiror Closing Deliveries. At the Closing, the Acquiror shall deliver, or cause to be delivered, to the Company, the Escrow Agent, the Exchange Agent or such other Person, as applicable, the following:

(a) a certificate of good standing of the Secretary of State of California, dated as of a date on or within ten (10) days prior to the Closing Date, as to the good standing of the Acquiror under the laws of California;

(b) a certificate of good standing of the Florida Department of State, dated as of a date on or within ten (10) days prior to the Closing Date, as to the good standing of Merger Sub under the laws of the State of Florida;

(c) the Aggregate Closing Merger Consideration paid and delivered in accordance with Section 3.3;

(d) the Transaction Expenses paid and delivered in accordance with Section 3.3;

(e) the Closing Date Indebtedness paid and delivered in accordance with Section 3.3;

(f) the Escrow Amount and the Special Escrow Amount paid and delivered in accordance with Section 3.3 and Section 3.7;

(g) the Escrow Agreement, duly executed by the Acquiror;

(h) the Articles of Merger, duly executed by Merger Sub;

(i) the Exchange Agent Agreement, duly executed by the Acquiror and the Exchange Agent;

(j) a legal opinion delivered by counsel to the Acquiror and Merger Sub, in the form attached hereto as Exhibit G; and

(k) all other documents required to be entered into or delivered by the Acquiror or Merger Sub at or prior to the Closing pursuant hereto.

Section 3.10 Change of Control Payments. At the Closing, the Acquiror shall pay, by wire transfer of immediately available funds, to such account or accounts as the Company specifies, in order to pay and discharge such obligations, an aggregate amount equal to the Change of Control Payments. For purposes of clarification, payment of the Change of Control Payments shall not be payable from, or deemed a reduction in or adjustment to, the Aggregate Preliminary Merger Consideration or the Aggregate Closing Merger Consideration.

Section 3.11 Employee Termination Agreements. Concurrent with the Closing, each of the Employee Termination Agreements shall become in full force and effect without any amendment or modification thereto.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Schedules (it being understood that inclusion of any matter or item in any Schedule shall be considered to be made for purposes of all Schedules for which the inclusion of such disclosure therein is reasonably apparent), the Company hereby represents and warrants to the Acquiror and Merger Sub that:

Section 4.1 Organization.

(a) Organization and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The Company has full corporate power to: (i) own, lease and operate its assets and carry on its business as and where such assets are now owned or leased and as such business is presently being conducted; and (ii) execute, deliver and perform this Agreement and all

other agreements and documents to be executed and delivered by it in connection herewith.

(b) Qualification. The Company is duly qualified to transact business and is in good standing as a foreign corporation in each jurisdiction in which the character of its business requires such qualification, except where the failure to be so qualified would not have a Material Adverse Effect. Schedule 4.1(b) contains a correct and complete list of the jurisdictions in which the Company is qualified to do business as a foreign corporation.

(c) Other Ventures. Except as set forth on Schedule 4.1(c), the Company has no ownership interest in any other business entity, is not a member of any partnership or joint venture and has not operated as a subsidiary or division of any other business entity.

Section 4.2 Authorization. The Company has the corporate power and authority necessary to execute, deliver, and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein, including the Merger, have been duly and validly authorized by all necessary corporate action in respect thereof on the part of the Company. This Agreement represents a legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with the terms, except as such enforcement may be limited by or subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

Section 4.3 Consents; Conflicts.

(a) No consent, approval, license, permit, order or authorization (each, a "Consent") of, or registration, declaration or filing (each, a "Filing") with, any Governmental Entity which has not been obtained or made by the Company is required for or in connection with the execution and delivery of this Agreement by the Company, and the consummation by the Company of the transactions contemplated hereby.

(b) Except as set forth on Schedule 4.3(b), no action taken by or on behalf of the Company in connection herewith, including the execution, delivery and performance of this Agreement, and each of the Company Ancillary Documents, and consummation of the transactions contemplated hereby and thereby: (i) gives rise to a right of termination or acceleration under any Material Contract; (ii) conflicts with or violates any applicable Law, the articles of incorporation, bylaws and other governing documents of the Company, or any Material Contract, or any order, arbitration award, judgment, decree or other similar restriction to which the Company is subject; or (iii) constitutes an event which, after notice or lapse of time or both, could result in any of the foregoing.

Section 4.4 Capital Stock of the Company.

(a) The authorized capital stock of the Company consists of 2,000,000 shares of Common Stock, 516,890 shares of which are issued and outstanding. All of the issued and outstanding shares of Common Stock are duly authorized and validly issued, fully paid and nonassessable.

(b) Except as set forth on Schedule 4.4: (i) the issued and outstanding shares of Common Stock have not been issued in violation of any purchase option, call, right of first refusal, preemptive, subscription or similar rights under any provision of applicable Law, the organizational documents of the Company, or any contract, agreement or instrument to which the Company is subject or by which it is bound; and (ii) there are no outstanding warrants, options, rights, agreements, convertible or exchangeable securities or other commitments (other than this Agreement) pursuant to which the Company is or may become obligated to issue, sell, purchase, return or redeem any shares of capital stock or other securities of the Company. The Options are owned, beneficially and of record, by Persons who are Shareholders.

Section 4.5 Financial Statements. Attached to Schedule 4.5 are copies of (a) the audited balance sheet of the Company for the fiscal years ended December 31, 2004 and December 31, 2003 and the related statements of income and cash flows for the fiscal years then ended and (b) the unaudited balance sheet of the Company as of September 30, 2005 and the related statements of income and cash flows for the nine (9) month period then ended (collectively, including, with respect to the audited balance sheets and related statements of income, other comprehensive income, shareholders' equity and cash flows, any notes and schedules thereto, the "Company Financial Statements"). Except as otherwise indicated in the Company Financial Statements, the balance sheets and statements of income included in the Company Financial Statements have been prepared in accordance with GAAP consistently applied throughout the relevant periods and present fairly, in all material respects, the financial position and the results of operations of the Company as of the dates and for the periods presented therein. Except (i) as listed or described on Schedule 4.5, (ii) as disclosed, or reserved against, in any of the Company Financial Statements, or (iii) for liabilities and obligations that were incurred after the date of the Balance Sheet in the ordinary course of business, the Company does not have any material liabilities or obligations of a nature required by GAAP to be disclosed on a GAAP-compliant balance sheet (whether known, unknown, absolute, accrued, contingent or otherwise). Except as described on Schedule 4.5, since December 31, 2004, the Company has paid its accounts payable in the ordinary course of business as they became due and payable.

Section 4.6 Absence of Certain Changes. Since the date of the Balance Sheet, except as set forth on Schedule 4.6 and except to the extent contemplated by or in connection with this Agreement, the Company (a) has conducted its business, in all material respects, in the ordinary course of business and (b) has not suffered any change in its business, operations or financial position which changes, individually or in the aggregate, have had a Material Adverse Effect. Without limiting the foregoing, since

the date of the Balance Sheet, there has been no material damage to, material destruction of, or other material adverse change in the physical condition, capacity or operation of, any of the assets of the Company, whether or not covered by insurance.

Section 4.7 Litigation. Except as set forth on Schedule 4.7, there is no Action pending, or to the Knowledge of the Company, threatened, against the Company before any arbitrator or Governmental Entity. The matters listed on Schedule 4.7 are not reasonably expected, in the aggregate, to have a Material Adverse Effect. There are no outstanding or unsatisfied judgments, decrees, injunctions, stipulations, charges or orders of any Governmental Entity by which the Company or any of its assets or properties are bound that, individually or in the aggregate, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.8 Compliance with Applicable Laws. Except as set forth on Schedule 4.8, (a) the Company has complied (except for such non-compliance which would not reasonably be expected to have a Material Adverse Effect), and is in compliance, in all material respects, with all applicable Laws (including laws related to labor and employment), and (b) the Company has, and has had (except for such failures which would not reasonably be expected to have a Material Adverse Effect), all governmental permits, licenses and authorizations necessary to conduct the Business as presently conducted and to own or hold under lease the properties and assets it owns or holds under lease (the "Permits") and is, and has been (except for such non-compliance which would not reasonably be expected to have a Material Adverse Effect), in compliance, in all material respects, with the terms of the Permits.

Section 4.9 Material Contracts. Set forth on Schedule 4.9(a) is a list of the following contracts and agreements (whether written or oral) in effect on the date of this Agreement (other than the plans, arrangements and agreements set forth on Schedules 4.11 and Schedule 4.12): (i) each contract or agreement (other than purchase orders and similar agreements entered into in the ordinary course of business) for the purchase of any materials, supplies or services that requires an annual expenditure by the Company of more than $25,000 (or $100,000 in the aggregate for all such related agreements); (ii) each personal property lease under which the Company is either a lessor or lessee that requires annual payments or receipts of more than $25,000 (or $100,000 in the aggregate for all such related agreements); (iii) each contract or agreement (other than purchase orders and similar agreements entered into in the ordinary course of business) with a customer that requires annual payments to the Company of more than $25,000 (or $100,000 in the aggregate for all such related agreements); (iv) material agreements, including license agreements, granting or obtaining any right to use any Intellectual Property Rights (other than agreements granting rights to use readily available commercial software having an acquisition price of less than $25,000 in the aggregate for all such related agreements); (v) each bond, debenture, note, mortgage, indenture or guarantee or other material agreement related to borrowed money or indebtedness to which the Company is a party or by which the Company or its assets are bound; (vi) each agreement imposing a material obligation restricting the Company from engaging in business activities; and (vii) each other commitment, agreement and instrument to which

the Company is a party or by which it or its properties are bound that has a term of more than one year and requires annual payments by the Company of more than $25,000. Except as set forth on Schedule 4.9(b), (x) the Company has not received written notice prior to the date hereof of any material breach or default under any Material Contract, and (y) to the Knowledge of the Company, each of the Material Contracts is valid and in full force and effect on the date hereof, except to the extent they have previously expired in accordance with their terms. As used in this Agreement, the term "Material Contract" means any commitment, agreement, lease, order or instrument required to be set forth on Schedule 4.9(a), Schedule 4.11, or Schedule 4.12.

Section 4.10 Intellectual Property. Schedule 4.10(a) sets forth a correct, and complete list of all United States and foreign (i) issued patents and patent applications, (ii) trademark registrations and applications (including Internet domain name registrations), (iii) copyright registrations and applications, in each case which is owned by the Company, and (iv) patents, trademarks, trade names, copyrights, technology and processes necessary for the operation of the Business as presently conducted and used by the Company in the Business pursuant to a license or other right granted by a third party. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, or as set forth on Schedule 4.10(b), (i) the Company owns or has the right to use all Intellectual Property Rights, in each case necessary to the operation of the Business as presently conducted, and (ii) to the Knowledge of the Company, the conduct of the Business by the Company and the products manufactured or sold by the Company do not infringe or otherwise violate any Person's intellectual property and no claims have been asserted in writing by any third party in the last five (5) years (x) alleging such infringement or (y) challenging or questioning the validity or effectiveness of any Intellectual Property Rights of the Company; and (iii) to the Knowledge of the Company, no Person is infringing or otherwise violating any Intellectual Property Rights owned by the Company, and no such claims are pending or threatened against any Person by the Company.

Section 4.11 Affiliate Transactions. Except as set forth on Schedule 4.11 or Schedule 4.12, to the Knowledge of the Company, there is no ongoing agreement or arrangement between any Shareholder or Employee, or any Affiliate of any Shareholder or Employee, on the one hand, and the Company, on the other hand.

Section 4.12 Employees; Employee Benefits. Except as disclosed in Schedule 4.12:

(a) There are no plans, programs, policies or arrangements providing compensation or material benefits, including employee benefit plans (as defined in Section 3(3) of ERISA), severance or termination pay, incentive or deferred compensation, bonus, stock purchase or option, phantom stock or other equity-based compensation or change-in control plan, policy, arrangement or agreement providing health, life or other welfare or fringe benefits (whether current or deferred, whether written or oral and whether paid in cash or in kind) to, or on behalf of, any current or former employee of the Company or any of their dependents under which the Company

has any liability, duty or obligation of any kind or description to any such employee of the Company or any of their dependents, including any such plan, program, practice, policy or arrangement subject to ERISA (individually a "Benefit Plan" and collectively the "Benefit Plans").

(b) The Company is not a party to and has no obligation whatsoever under any contract or other arrangement (whether written or oral) under which the Company has agreed to employ with the Company any person or to compensate any person on a termination of employment from the Company (individually an "Employment Contract" and collectively the "Employment Contracts").

(c) The Company has furnished or made available to the Acquiror (i) a complete and current copy of the summary plan descriptions for each written Benefit Plan and Employment Contract and any amendments thereto; (ii) a written description of each unwritten Benefit Plan; and (iii) such other documentation with respect to any Benefit Plan as is reasonably requested by the Acquiror.

(d) The Company has provided the Acquiror with a copy of the Company's policy for providing leaves of absence under the Family and Medical Leave Act ("FMLA") and has made available to the Acquiror the name and job title of each employee of the Company who currently is on FMLA leave and of each Employee who has requested FMLA leave to begin after the date of this Agreement.

(e) Each of the Company's Benefit Plans has been established, registered, qualified, invested, operated and administered in all material respects in accordance with its terms and in compliance in all material respects with ERISA, the Code and all Applicable Benefit Laws. There is no condition that exists or, to the Knowledge of the Company, that would reasonably be expected to exist, with respect to any of the Company's Benefit Plans with respect to which the Company has any material liability, tax, penalty or fee under ERISA, the Code or any Applicable Benefit Law (other than to pay premiums, contributions or benefits in the ordinary course of business).

(f) The Company has funded each of its Benefit Plans in accordance with its respective terms through the date hereof, including the payment of applicable premiums on any insurance contract funding a Benefit Plan of the Company for coverage provided through the date hereof.

(g) The Company is not a party to or bound by any collective bargaining or similar labor agreement, and there are no existing, or to the Knowledge of the Company, threatened material labor disputes involving the Employees.

(h) Neither the Company, nor any corporation, trust, partnership or other entity that would be considered as a single employer with the Company under Section 4001(b)(1) of ERISA or Sections 414(b), (c), (m), or (o) of the Code (such corporation, trusts, partnerships or other entities being referred to as "ERISA Affiliates"), contributes or has contributed to a "multi-employer plan" as such term is defined in

Section 3(37) of ERISA. The Company has no liability for any Plan other than a Company Plan. The Company has not made any legally enforceable agreement to modify the terms of any Company Plan, other than such changes or amendments as may be required by applicable law or are made in the ordinary course of business. All material contributions and other payments required to be made by the Company to any Company Plan (or to any Person pursuant to the terms thereof) have been made or the amount of such payment has been accrued in the Financial Statements.

(i) Neither the Company nor any ERISA Affiliate or former ERISA Affiliate maintains or contributes to, or has maintained or contributed to, any employee benefit plan subject to Title IV of ERISA or Section 412 of the Code. Neither the Company, nor any officer of the Company or any of the Company Plans which are subject to ERISA, any trusts created thereunder or any trustee or administrator thereof, has engaged in a nonexempt "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) or any other breach of fiduciary responsibility that could subject the Company or any officer of the Company to any tax or penalty on prohibited transactions imposed by such Section 4975 or to any liability under Section 502(i) or 502(l) of ERISA.

(j) Neither the Company nor any ERISA Affiliate has incurred, or reasonably expects to incur, any material liability that has not been satisfied in full in connection with a "Multiemployer Plan" on account of a "complete withdrawal" or "partial withdrawal" as such terms are respectively defined in Sections 4203 and 4205 of ERISA.

(k) The Company has no obligation to provide retiree medical or other post-employment welfare benefits to any person (other than health care continuation coverage as required by the COBRA).

(l) The consummation of the transactions contemplated hereby will not (either alone or upon the occurrence of any additional or further acts or events, including the termination of employment of officers, directors, employees or agents of the Company) result in any (i) payments (whether severance pay or otherwise) becoming due to any current or former employee, officer or director of the Company or trustee under any "rabbi trust" or similar arrangement or (ii) benefit payable under any Benefit Plan of the Company being established, or becoming accelerated, vested or payable.

Section 4.13 Environmental Matters. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, or except as disclosed on Schedule 4.13: (i) the Company complies, and has complied, with all applicable Environmental Laws, and possesses and complies with all applicable Environmental Permits required under such laws to carry on the Business; (ii) there are no judicial, administrative or arbitral proceedings pending or, to the Knowledge of the Company, threatened, that seek to enforce or impose liability under any applicable Environmental Law against the Company, or to revoke or modify any Environmental Permit held by the Company; (iii) there are no judgments, orders, decrees, settlements, or

arbitral awards in effect under any applicable Environmental Laws to which the Company is a party pursuant to which the Company has any unfulfilled obligation; and (iv) the Company has no material liability under any Environmental Law concerning the release or threatened release of Hazardous Substances, public or employee health and safety or pollution or protection of the environment. Notwithstanding any other representation or warranty in this Agreement, the representations and warranties in this Section 4.13 shall be deemed the only representations and warranties in this Agreement by the Company with respect to matters relating to Environmental Laws.

Section 4.14 Tax Matters. Except as set forth on Schedule 4.14, all material Tax Returns required to have been filed by the Company, or with respect to the income or operations of the Company and ownership of the Company's assets on or prior to the Closing Date, have been duly filed and each such Tax Return correctly reflects, in all material respects, the Taxes required to be reported thereon. The Company has paid in full all material Taxes required to be paid (whether or not shown on such Tax Returns) before payment became delinquent. No claim has ever been made in writing by an authority in any jurisdiction where the Company does not file a Tax Return that the Company is, or may be, subject to taxation by that jurisdiction, except where a Tax Return has been filed to resolve the claim. Except as set forth on Schedule 4.14, the Company has paid, or, as of the date of the Balance Sheet, has made adequate provision for and will pay when due, to the proper Governmental Entity all withholding amounts required to be paid to such Governmental Entity, except such as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect. All deficiencies asserted as a result of any examination by any Tax Authority have been paid or finally settled. The Company is not party to any currently pending audit, dispute, investigation, proceeding, claim or any other administrative or court proceedings regarding Taxes. There are no claims which have been asserted in writing relating to any of the Company's Tax Returns filed for any year which if determined adversely would result in the assertion by any taxing authority of any material deficiency. Except as set forth on Schedule 4.14, no agreements, waivers or other arrangements exist providing for an extension of time with respect to payment by, or assessment against, the Company in respect of any Taxes. The Company is not a party to nor bound by any tax sharing or allocation agreement nor has any material contractual obligation to indemnify any other Person with respect to Taxes. The Company has no liability resulting from, arising out of, relating to, in the nature of, or caused by Taxes of any Person other than the Company (i) under Reg. §1.1502-6 (or any similar provision of state, local or foreign law), (ii) as a transferee or successor, or (iii) otherwise. The Company has not been a real property holding corporation within the meaning of Code Section 897(c)(2), during the applicable periods specified in such section.

Notwithstanding any other representation or warranty in this Agreement, the representations and warranties in this Section 4.14 and Section 6.4 shall be deemed the only representations and warranties in this Agreement by the Company with respect to matters relating to Tax Laws.

Section 4.15 Real Property.

(a) Schedule 4.15 lists and describes briefly all real property owned by the Company (the "Real Property"). Except as set forth on Schedule 4.15, the Company does not own any real property. The Company does not presently lease or sublease any real property.

(b) As of the date of this Agreement, the Company has good title to (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law)) the Real Property, free and clear of all Liens, except (i) as set forth on Schedule 4.15, (ii) as disclosed in the Company Financial Statements, and (iii) Permitted Liens.

(c) To the Knowledge of the Company, the Real Property and all buildings located thereon are in good and usable condition, ordinary wear and tear excepted, adequate and suitable for the operation of the Business. No material improvements constituting a part of the Real Property encroaches on real property not owned or leased by the Company.

(d) To the Knowledge of the Company and except as set forth on Schedule 4.15, all improvement on the Real Property conform in all material respect to all applicable Laws, use restrictions, building ordinances, and health and safety ordinances and the Real Property is zoned for the various purposes for which the Real Property and improvement thereon are presently being used. The Company has not received written notice of any pending or threatened condemnations, planned public improvements, annexation, special assessments, zoning or subdivision changes, or other adverse claims affecting the Real Property. All licenses, permits and approvals required for the occupancy and operation of the Real Property (with appurtenant parking uses) as presently being used have been obtained and are in full force and effect and the Company has not received notice of any material violations in connection with such items.

Section 4.16 Brokers. Other than StevenGOLDSMITHGroup, Inc. and Mazzone & Associates, LLC (whose fees will be paid on behalf of the Company concurrent with the Closing pursuant to Section 3.3(a)), neither the Company, nor any officer, member, director or employee of the Company nor any Affiliate of the Company, has employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees or any other fees or commissions to investment bankers, brokers or finders in connection with the transactions contemplated by this Agreement for which the Company has or could have any liability.

Section 4.17 Title to Assets; Related Matters. Except as set forth on Schedule 4.17 or as would not have a Material Adverse Effect, the Company has good and marketable title to all of its property and assets (other than Real Property), free and clear of all Liens, except Permitted Liens. All material equipment and other material items of tangible personal property and material assets of the Company (a) are in

operating condition and capable of being used for their intended purposes, ordinary wear and tear excepted, (b) are usable in the ordinary course of business and (c) conform to all applicable Laws in all material respects. Except as set forth on Schedule 4.17 or as would not have a Material Adverse Effect, since December 31, 2004, the Company has not sold, transferred or disposed of any assets, other than sales of inventory in the ordinary course of business. The Company owns, or has the right to use pursuant to a valid and enforceable lease, license or similar contractual arrangement, all of the assets (whether tangible or intangible) necessary for the operation of the Business as presently conducted or used by the Company.

Section 4.18 Inventory. The Company's inventory (a) consists of items that are good and merchantable within normal trade tolerances, and (b) is of a quality and quantity presently usable or saleable in the ordinary course of business (subject to applicable reserves), except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 4.19 Insurance Policies. Schedule 4.19 contains a correct and complete list of all material insurance policies carried by or for the benefit of the Company, specifying the insurer, the amount of and nature of coverage, the risk insured against, the deductible amount (if any) and the date through which coverage shall continue by virtue of premiums already paid. All such insurance policies and bonds with respect to the business and assets of the Company are, to the Knowledge of the Company, in full force and effect.

Section 4.20 Product Liability. Except as set forth on Schedule 4.20, the Company has not received any written notice of any claims and has no Knowledge of any facts reasonably likely to constitute the basis of a future claim arising out of any injury to Persons or property as a result of the ownership, possession, or use of any product manufactured, sold, leased, or delivered by the Company. No product designed, manufactured or sold by the Company in the last five (5) years: (a) to the Knowledge of the Company contains or contained any material design or manufacturing defect; (b) is, or has been, subject to any product recall required by any Governmental Entity; or (c) to the Knowledge of the Company, is, or has been, subject to any investigation by any Governmental Entity, including the U.S. Consumer Product Safety Commission. To the Knowledge of the Company, all of the products manufactured, sold, leased or delivered by the Company, marked as certified by Underwriter's Laboratories or the equivalent thereof, are so certified.

Section 4.21 Asbestos. To the Knowledge of the Company, the Company does not manufacture, distribute or sell, and has not manufactured, distributed or sold, any products containing asbestos or products containing asbestos containing components. To the Knowledge of the Company, except as set forth on Schedule 4.21, none of the facilities of the Company contains or has contained any asbestos and the Company, in the operation of the Business, has not exposed any of its current or former employees to asbestos.

Section 4.22 Product Warranties. Except for written product warranties made by the Company on its sales order forms and product catalogues, existing copies of the forms of which have been provided to the Acquiror, the Company does not (except as required by applicable Law) make any express product warranties in connection with the sale of its products. To the Knowledge of the Company, warranty claims for any product designed, manufactured or sold by the Company prior to the Closing will not be substantially higher after the Closing than the warranty claim history prior to the Closing Date.

Section 4.23 Customers and Suppliers. Schedule 4.23 sets forth (a) the name of each customer of the Company which was among the ten customers which generated the greatest amount of revenue for the Company during the nine month period ending September 30, 2005, showing the approximate total revenue received from each such customer during such period, and (b) the name of each supplier of the Company which was among the ten suppliers which generated the greatest amount of expense for the Company during the nine month period ending September 30, 2005, showing the approximate total expense for purchases by the Company from each supplier during such period. As of the date hereof, since December 31, 2004, to the Knowledge of the Company, there has not been any material adverse change in the business relationship of the Company with any such customer or supplier listed on Schedule 4.23. The Company has no Knowledge, directly or indirectly, that any of the customers listed on Schedule 4.23 plans to cease doing business with the Company.

Section 4.24 Predecessor Entities. Except as set forth on Schedule 4.24 or assumed as a matter of Law or equity, the Company has not assumed any obligations or liabilities of any predecessor entity, nor has the Company agreed to indemnify any such predecessor entity for any matters.

Notwithstanding anything contained in this Article IV or any other provision of this Agreement, it is the explicit intent of each Party that the Company is not making any representation or warranty whatsoever, express or implied, except those representations and warranties set forth in this Article IV.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE ACQUIROR

Except as set forth in the Schedules (it being understood that inclusion of any matter or item in any Schedule shall be considered to be made for purposes of all Schedules), the Acquiror hereby represents and warrants to the Company and the Shareholders that:

Section 5.1 Organization and Existence.

(a) The Acquiror is a limited liability company duly organized, validly existing and in good standing under the laws of California and has all limited

liability company power and authority required to enter into this Agreement and consummate the transactions contemplated hereby. Since December 31, 2004, the Acquiror and its consolidated Subsidiaries have generated revenue from sales in an aggregate amount not less than $250,000,000.

(b) Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all corporate power and authority required to enter into this Agreement and consummate the transactions contemplated hereby.

Section 5.2 Authorization.

(a) The Acquiror has the limited liability company power and authority necessary to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein, including the Merger, have been duly and validly authorized by all necessary limited liability company action in respect thereof on the part of the Acquiror. This Agreement represents a legal, valid, and binding obligation of the Acquiror, enforceable against the Acquiror in accordance with its terms, except as such enforcement may be limited by or subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

(b) Merger Sub has the corporate power and authority necessary to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein, including the Merger, have been duly and validly authorized by all necessary corporate action in respect thereof on the part of Merger Sub. This Agreement represents a legal, valid, and binding obligation of Merger Sub, enforceable against Merger Sub in accordance with its terms, except as such enforcement may be limited by or subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

Section 5.3 Consents. No Consent of, or Filing with, any Governmental Entity which has not been obtained or made is required for or in connection with the execution and delivery of this Agreement by the Acquiror and Merger Sub, and the consummation by the Acquiror or Merger Sub of the transactions contemplated hereby and thereby.

Section 5.4 Capital Stock of Merger Sub. The authorized and issued and outstanding capital stock of Merger Sub consists of 3,000 authorized and 100 issued and outstanding shares of common stock, $0.01 par value per share. All of the

outstanding shares of common stock of Merger Sub are owned, beneficially and of record, by the Acquiror, and all such shares are duly authorized and validly issued, fully paid and nonassessable.

Section 5.5 Litigation. There are no Actions against the Acquiror pending, or to the Knowledge of the Acquiror, threatened against the Acquiror which seek to, and neither the Acquiror nor Merger Sub is subject to any judgments, decrees, injunctions or orders of any Governmental Entity which, individually or in the aggregate, would, enjoin, rescind or materially delay the transactions contemplated by this Agreement or otherwise prevent the Acquiror or the Merger Sub from complying in all material respects with the terms and provisions of this Agreement.

Section 5.6 Brokers. Neither the Acquiror nor any of its directors, officers, employees or Affiliates has employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees or any other fees or commissions to investment bankers, brokers or finders in connection with the transactions contemplated by this Agreement for which any Shareholder or any Affiliate thereof has or could have any liability.

Section 5.7 Activities of Merger Sub. Merger Sub was formed solely for the purpose of engaging in the transactions contemplated by this Agreement. Merger Sub has no ownership interests in any other business entity and is not a member of any partnership or joint venture. Merger Sub has not engaged in any activities, owned any assets or been subject to any liabilities, except as is necessary to effect the Merger.

Notwithstanding anything contained in this Article V or any other provision of this Agreement, it is the explicit intent of each Party that the Acquiror and Merger are not making any representation or warranty whatsoever, express or implied, except those representations and warranties set forth in this Article V.

ARTICLE VI

COVENANTS

Section 6.1 Books and Records. After the Closing, upon reasonable request, the Acquiror shall furnish or cause to be furnished to the Shareholders and their respective counsel, auditors and representatives access, during normal business hours, to such information and assistance relating to the Company or the Surviving Corporation as is reasonably requested for financial reporting and accounting matters, the preparation and filing of any Tax Return or the defense of any Tax claim or assessment.

Section 6.2 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 6.3 Director and Officer Liability and Indemnification.

(a) Subject to Sections 6.3(b), 6.3(c), 6.3(d) and 6.3(e), in the event of any threatened or actual claim, action, suit, proceeding or investigation, whether civil, criminal or administrative, including any such claim, action, suit, proceeding or investigation in which any person who is now, or has been at any time prior to the date of this Agreement, or who becomes prior to the Effective Time, a director or officer of the Company or who is or was serving at the request of the Company as a director, officer, employee or agent of another person, is, or is threatened to be, made a party, based in whole or in part on, or arising in whole or in part out of, or pertaining to the fact that he or she is or was a director or officer of the Company, whether, in any case, asserted or arising before or after the Effective Time, the Parties agree to cooperate and use reasonable efforts to defend against and respond thereto. It is understood and agreed that after the Effective Time, the Acquiror shall indemnify and hold harmless each such person against any losses, claims, damages, liabilities, costs, expenses (including reasonable attorney's fees and expenses in advance of the final disposition of any claim, suit, proceeding or investigation to each such person upon receipt of any undertaking required by applicable Law), judgments, fines and amounts paid in settlement in connection with any such threatened or actual claim, action, suit, proceeding or investigation to the fullest extent permitted by applicable Law.

(b) The Acquiror and the Surviving Corporation covenant and agree that the Surviving Corporation shall be a Florida corporation for a period of two (2) years from and after the Closing Date and that until two (2) years from the Closing Date, the Certificate of Incorporation and By-laws of the Surviving Corporation shall not be amended to reduce or limit the rights of indemnity afforded to the present and former officers and directors of the Company set forth in the Certificate of Incorporation and the By-laws of the Company immediately prior to the Effective Time, or the ability of the Surviving Corporation to indemnify them, nor hinder, delay or make more difficult the exercise of such rights of indemnity or the ability to indemnify. The Surviving Corporation and the Acquiror agree that the Surviving Corporation will at all times exercise the powers granted to it by its Certificate of Incorporation and By-laws and by applicable law to indemnify to the fullest extent possible director and officers of the Company prior to the Closing Date against any claims made against them arising from their service in such capacity. Subject to the following two sentences, in addition, the Acquiror will pay at the Closing an amount sufficient to maintain in effect for the duration of a period of not less than three (3) years commencing on the Closing Date "tail" coverage under the directors' and officers' liability insurance policy of the Company, as in effect immediately prior to the Effective Time (covering those persons who are currently covered by the Company's directors' and officers' liability insurance policy with coverage limits not lower in any respect than, and otherwise on terms no less favorable to the insured parties than, the Company's insurance coverage as in effect immediately prior to the Effective Time). The expenses of acquiring such "tail" coverage shall be borne one-half (1/2) by the Acquiror, on the one hand, and one-half (1/2) by the Shareholders, on the other hand. The expenses borne by the Shareholders pursuant to this Section 6.3(b) shall be payable from the Escrow Fund.

(c) Each of the Executing Shareholders hereby agrees, and by execution and delivery of a Letter of Transmittal, each of the Shareholders shall agree, that it will not make any claim for indemnification against the Acquiror (and each Shareholder shall agree that it shall not be entitled to indemnification from the Acquiror) by reason of the fact that such Shareholder was a controlling person, director, employee or agent of the Company (whether such claim is for losses of any kind or otherwise and whether such claim is pursuant to any statute, organizational document, contractual obligation or otherwise) with respect to any claim brought by an Acquiror Indemnified Party against any Shareholder or the Company relating to any breach of a representation or warranty contained in this Agreement by the Company. With respect to any claim brought by an Acquiror Indemnified Party against any Shareholder or the Company relating to this Agreement and any of the transactions contemplated hereunder, each Shareholder shall expressly waive any right of subrogation, contribution, advancement, indemnification or other claim against the Company or the Surviving Corporation with respect to any amounts owed by such Shareholder pursuant to Section 6.2.

(d) In the event the Acquiror or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, (x) the Acquiror or its successor or assign shall notify the Shareholders' Representative of such consolidation, merger, transfer or conveyance, as the case may be, and to the extent necessary, proper provision shall be made so that the successors and assigns of the Acquiror assume the obligations set forth in this Section 6.3.

(e) The Parties agree that the Acquiror's and the Surviving Corporation's obligations contained in this Section 6.3 (to the extent relating to the expenditure of funds by the Acquiror and the Surviving Corporation) shall be limited to the amount of $2,750,000.

(f) The provisions of this Section 6.3 are intended to be for the benefit of, and shall be enforceable by, each director or officer of the Company or who is or was serving at the request of the Company as a director, officer, employee or agent of another person and his or her heirs and representatives.

Section 6.4 Tax Matters.

(a) Transfer Taxes. The Acquiror shall prepare or cause to be prepared and file or cause to be filed, and the Parties shall cooperate in the preparation, execution and filing of, all Tax Returns, questionnaires, applications or other documents regarding any sales, use, transfer, recording, registration and other fees, and any similar Taxes, together with interest, penalty or other addition thereof which become payable in connection with the transactions contemplated hereby (the "Transfer Taxes"). All of the Transfer Taxes shall be paid by the Surviving Corporation (as a wholly-owned Subsidiary of the Acquiror following the Effective Time), and the Surviving Corporation (as a wholly-owned Subsidiary of the Acquiror following the Effective Time) and the Acquiror,

jointly and severally, agree to indemnify the Shareholders for any liability that any Shareholder may incur with respect to Transfer Taxes.

(b) Income Tax Returns. The Shareholders' Representative shall prepare or cause to be prepared and file or cause to be filed, and the Parties shall cooperate in the preparation, execution and filing of, all income Tax Returns for the Company for all periods ending on or prior to the Closing Date that are filed after the Closing Date. Such income Tax Returns shall be prepared and filed in a manner consistent with prior practice, except as required by a change in applicable law. The Shareholders' Representative shall permit the Acquiror to review and comment on each such income Tax Return described in the preceding sentence within a reasonable time prior to filing.

(c) Other Covenants. Except as expressly contemplated herein, neither the Acquiror nor any Affiliate thereof shall take, or cause or permit the Company to take, any action which could increase the liability of the Shareholders for any Taxes, including any Tax that could be deemed to be a transferee Tax. Neither the Acquiror nor any Affiliate thereof shall amend, refile or otherwise modify, or cause or permit the Company or the Surviving Corporation to amend, refile or otherwise modify, any Tax election or Tax Return with respect to any periods ending on or prior to the Closing Date without the prior written consent of the Shareholders' Representative, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything contained herein to the contrary, neither the Acquiror, the Surviving Corporation nor the Company shall be required to make any distributions to the Shareholders for purposes of paying any Taxes for any periods.

Section 6.5 Non-Competition. Each Executive Shareholder shall not, for a period equal to three (3) years from and after the Closing Date, engage directly or indirectly in any business that shall be competitive with the Business as of the Closing Date (including any contemplated expansion of the Business by the Company and any products or services under consideration or in development by the Company as of the Closing Date) in any geographic area in which the Company conducts business as of the Closing Date; provided, however, that ownership of less than 5% of the outstanding stock of any publicly traded corporation shall not be deemed a breach of this Section 6.5 solely by reason thereof.

Section 6.6 No Solicitation. Each Executive Shareholder shall not, for a period equal to three (3) years from and after the Closing Date, directly or indirectly, hire or attempt to hire any employee of the Company or of the Acquiror or induce or encourage any employee of the Company or the Acquiror to terminate his employment with the Company or the Acquiror, as the case may be.

If the final judgment of a court of competent jurisdiction declares that any term or provision of Section 6.5 or Section 6.6 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or

phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed. The Company and the Acquiror shall be entitled to specific performance and/or injunctive relief for breaches of Sections 6.5 and 6.6 by the Executive Shareholders.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Indemnification Obligations of the Shareholders. Subject to the other provisions of this Article VII, the Shareholders shall indemnify, defend and hold harmless the Acquiror Indemnified Parties from, against, and in respect of, any and all claims, liabilities, obligations, damages, losses, costs, expenses, penalties, fines and judgments (at equity or at law, including statutory and common) and damages whenever arising or incurred (including amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or relating to:

(a) any breach or inaccuracy of any representation or warranty made by the Company in this Agreement (determined solely for purposes of this Section 7.1, without regard to any qualification as to (i) materiality, Material Adverse Effect or words of similar import, except for purposes of the definition of "Material Contract" contained in Section 4.9, or (ii) knowledge, to the Knowledge of the Company or words of similar import contained in Sections 4.9, 4.10, 4.11, 4.12(e), 4.14, 4.15, 4.19, 4.21 and 4.22);

(b) any breach of any covenant, agreement or undertaking made by or on behalf of the Shareholders in this Agreement;

(c) the Transaction Expenses and the Closing Date Indebtedness to the extent not paid prior to the Closing Date or pursuant to Section 3.3;

(d) exposure to, or contact with, (i) asbestos used in the Business prior to the Closing Date, (ii) asbestos-containing components used in the Business prior to the Closing Date or (iii) asbestos or asbestos-containing components as a result of actions by, or conditions applicable to, the Company or any predecessor entity prior to the Closing Date, including asbestos contained in any products manufactured, marketed or sold by the Company prior to the Closing Date or located prior to the Closing Date within any of the Company's present or former facilities;

(e) any Taxes of the Company relating to periods ending prior to the Closing Date, except as included as a current liability in the Final Net Working Capital;

(f) without duplication of any amounts paid from the Special Escrow Fund, claims with respect to Dissenters' Rights; and

(g) claims of former shareholders of the Company arising out of any redemption or repurchase of capital stock or other securities by the Company prior to the Closing Date.

The claims, liabilities, obligations, losses, damages, costs, expenses, penalties, fines and judgments of the Acquiror Indemnified Parties described in this Section 7.1 as to which the Acquiror Indemnified Parties are entitled to indemnification are collectively referred to as "Acquiror Losses."

Section 7.2 Indemnification Obligations of the Acquiror. The Acquiror shall indemnify, defend and hold harmless the Shareholder Indemnified Parties from, against, and in respect of, any and all claims, liabilities, obligations, losses, damages, costs, expenses, penalties, fines and judgments (at equity or at law, including statutory and common) and damages whenever arising or incurred (including amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or relating to:

(a) any breach or inaccuracy of any representation or warranty made by the Acquiror in this Agreement; and

(b) any breach of any covenant, agreement or undertaking made by the Acquiror or Merger Sub in this Agreement.

The claims, liabilities, obligations, losses, damages, costs, expenses, penalties, fines and judgments of the Shareholder Indemnified Parties described in this Section 7.2 as to which the Shareholder Indemnified Parties are entitled to indemnification are collectively referred to as "Shareholder Losses."

Section 7.3 Indemnification Procedure.

(a) Promptly following receipt by an Indemnified Party of notice by a third party (including any Governmental Entity) of any complaint or the commencement of any audit, investigation, action or proceeding with respect to which such Indemnified Party may be entitled to receive payment for any Acquiror Loss or any Shareholder Loss (as the case may be) in accordance with this Article VII, such Indemnified Party shall notify the Acquiror or the Shareholders' Representative, as the case may be (the "Indemnifying Party"), thereof; provided, however, that the failure to so notify, or the delay in delivering notification to, the Indemnifying Party shall relieve the Indemnifying Party from liability hereunder with respect to such claim only if, and only to the extent that, such failure to so notify, or such delay in delivering notification to, the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified

Party within twenty (20) days thereafter, to assume the defense of such audit, investigation, action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, that an Indemnifying Party will not be entitled to assume the defense of any audit, investigation, action or proceeding if (i) such claim, based on the remedy being sought, could result in criminal liability of, or equitable remedies against, the Indemnified Party; or (ii) the Indemnified Party reasonably believes that the interests of the Indemnifying Party and the Indemnified Party with respect to such claim are in irreconcilable conflict with one another, and as a result, the Indemnifying Party could not adequately represent the interests of the Indemnified Party in such claim. In the event, however, that the Indemnifying Party declines or fails to assume the defense of the audit, investigation, action or proceeding on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty (20) day period, or if the Indemnifying Party is not entitled to assume the defense of the audit, investigation, action or proceeding in accordance with the preceding sentence, then the Indemnifying Party shall pay the reasonable fees and disbursements of counsel for the Indemnified Party as incurred; provided, however, that the Indemnifying Party shall not be required to pay the fees and disbursements of more than one counsel for all Indemnified Parties in any jurisdiction in any single audit, investigation, action or proceeding. In any audit, investigation, action or proceeding for which indemnification is being sought hereunder, the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such action, shall have the right to participate in such matter and to retain its own counsel at such Party's own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable best efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter the defense of which it is maintaining and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such claim pursuant to Section 7.3(a) or (ii) such settlement, compromise or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all liability arising out of such claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless (x) such settlement, compromise or consent includes an unconditional release of the Indemnified Party and its officers, directors, employees and Affiliates from all liability arising out of such claim, (y) does not contain any admission of wrongdoing or liability on behalf of the Indemnified Party and (z) does not contain any equitable order, judgment

or term that in any manner affects, restrains or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) In the event an Indemnified Party claims a right to payment pursuant hereto, such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party. Such notice shall specify in reasonable detail the basis for such claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that it may have to such Indemnified Party with respect to any claim made pursuant to this Section 7.3(c), it being understood that notices for claims must be delivered prior to the expiration of the Claims Period under Section 7.4. In the event the Indemnifying Party disputes its liability with respect to such claim, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such claim (by mutual agreement, litigation, arbitration or otherwise) and, within five (5) Business Days following the final determination of the merits and amount, if any, of such claim, the Indemnifying Party shall pay to the Indemnified Party in immediately available funds an amount equal to such claim as determined hereunder.

Section 7.4 Claims Period. Except for Section 4.2 (Authorization), Section 4.4 (Capital Stock of the Company), Section 4.13 (Environmental Matters), Section 4.14 (Tax Matters), and Section 4.21 (Asbestos), the respective representations and warranties of each of the Parties shall survive the Closing and the consummation of the transactions contemplated hereby until the date that is eighteen (18) months from the Closing Date. The representations and warranties contained in Sections 4.2, 4.4 and 4.21 shall not expire, and the representations and warranties contained in Sections 4.13 and 4.14 shall expire sixty (60) days after the time period specified by the applicable statutes of limitation (taking into account any tolling periods and other extensions). Notwithstanding the foregoing, if, prior to the close of business on the last day of the Claims Period, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

Section 7.5 Liability Limits.

(a) Notwithstanding anything to the contrary set forth herein, the Acquiror Indemnified Parties shall not make a claim for indemnification under this Article VII for any Acquiror Losses pursuant to Section 7.1(a) unless and until the aggregate amount of all such Acquiror Losses exceeds $325,000 (the "Basket"), in which event the Acquiror Indemnified Parties may only claim indemnification for such Acquiror Losses pursuant to Section 7.1(a) exceeding the Basket.

(b) Subject to Section 7.5(c), the aggregate amount of Acquiror Losses for claims made under Section 7.1(a) shall not exceed $2,750,000 (the "Low Cap").

(c) The aggregate amount of Acquiror Losses for claims made under Sections 7.1(b), (d), (e), and (g) shall not exceed an amount equal to the Aggregate Preliminary Merger Consideration less Closing Date Indebtedness, plus the Working Capital Surplus, if any, less the Working Capital Deficit, if any (the "High Cap"). For the avoidance of doubt, the Shareholders' indemnity obligations contained in Sections 7.1(c) (to the extent relating to the Closing Date Indebtedness) and 7.1(f) shall not be subject to the High Cap or the Low Cap. Notwithstanding anything to the contrary contained herein, in no event shall the aggregate liability of any Executing Shareholder pursuant to Sections 7.1(a), 7.1(b), 7.1(c) (to the extent relating to Closing Transaction Expenses), 7.1(d), 7.1(e) and 7.1(g) exceed an amount equal to the product of (i) the High Cap multiplied by (ii)(A) the number of Shares held by such Executing Shareholder divided by (B) the total number of Shares held by the Executing Shareholders.

(d) The amount of indemnification otherwise payable to an Indemnified Party pursuant to this Article VII shall be (i) reduced by any indemnity or other recovery actually received (at any time, including following the receipt of such indemnification) under any contract between such Indemnified Party or any of its Affiliates with respect to such Acquiror Losses or Shareholder Losses, as the case may be, (ii) reduced by any insurance proceeds actually received (at any time, including following the receipt of such indemnification) by such Indemnified Party or any of its Affiliates with respect to such Acquiror Losses or Shareholder Losses, as the case may be, (iii) reduced by any Tax Benefits realized (at any time, including following the receipt of such indemnification) by such Indemnified Party or any of its Affiliates as a result of such Acquiror Losses or Shareholder Losses, as the case may be, (iv) reduced to the extent appropriate to reflect the relative contribution to such Acquiror Losses or Shareholder Losses, as the case may be, of such Indemnified Party if any, caused by actions taken by the Indemnifying Party and its Affiliates, and (v) to the extent relating to Acquiror Losses, reduced to the extent such Acquiror Loss is included in the Net Working Capital. Notwithstanding the reductions to the amount of indemnification otherwise payable contained in this Section 7.5(d), such reductions shall not apply with respect to the Basket. If an Indemnifying Party makes any payment under this Article VII with respect to any Acquiror Losses or Shareholder Losses, as the case may be, the Indemnifying Party shall be subrogated, to the extent of such payment, to the rights of the Indemnified Party against any insurer or other party with respect to such losses, and the Indemnified Party shall assign to the Indemnifying Party any and all rights with respect to which and to the extent to which indemnification shall have been sought or made under this Agreement, and the Indemnified Party shall not take any action which, directly or indirectly, would affect such claims that the Indemnifying Party may have with respect thereto and shall cooperate fully with the Indemnified Party in pursuing such claims. In any claim for indemnification under this Agreement, no Person shall be indemnified for any special, exemplary or consequential damages, including loss of profit or revenue, except in the case of fraud by the Company or the Shareholders or to the extent such special, exemplary or consequential damages are the subject of a third-party claim asserted by that third party against an Indemnified Party. In any case in which an Indemnified Party recovers from third Persons any amount in respect of a matter with respect to which such

Indemnified Party has been indemnified pursuant to this Agreement, such Indemnified Party shall promptly pay over to the Indemnifying Party the amount so recovered, but not in excess of the sum of (x) any amount previously so paid to or on behalf of the Indemnified Party in respect of such matter plus (y) any amount expended by the Indemnifying Party in pursuing or defending any claim arising out of such matter. Without in any way limiting Section 7.5(b), the sole and exclusive source of funds for satisfaction of all Acquiror Losses pursuant to Section 7.1(a) shall be the Escrow Fund. Any indemnification obligation of the Shareholders (or the Shareholders' Representative on behalf of the Shareholders) shall be joint and several to the extent of the Escrow Fund and the Special Escrow Fund and shall be first satisfied from the Escrow Fund and the Special Escrow Fund, as the case may be, and if the Escrow Fund and the Special Escrow Fund are insufficient, and subject to Sections 7.5(b) and 7.5(c), by each of the Executing Shareholders on a several basis in accordance with such Executing Shareholder's percentage interest of the Shares owned by the Executing Shareholders in the aggregate. For avoidance of doubt, the Shareholders (other than the Executing Shareholders) shall have no liabilities or obligations pursuant to this Article VII except with respect to amounts in the Escrow Fund and the Special Escrow Fund.

Section 7.6 Exclusive Remedy. Without in any way limiting the last sentence of Section 7.5, and except as set forth in Sections 6.5, 6.6 and 8.7 and the last sentence of this Section 7.6, the Parties agree that the indemnification provisions of this Article VII are intended to provide the sole and exclusive remedy as to all liability either the Company and the Shareholders, on the one hand, and the Acquiror, on the other hand, may incur arising from or relating to this Agreement and the Acquiror Ancillary Documents and the Company Ancillary Documents and the transactions contemplated hereby and thereby; provided, however, that nothing herein shall be deemed to limit or restrict in any manner any rights or remedies that any party has, or might have, at law, in equity or otherwise, against any other party hereto, (a) based on any fraud and (b) with respect to claims based on breaches of Article VII. Notwithstanding anything to the contrary contained herein, the Parties agree and acknowledge that no Shareholder shall have any obligation pursuant to this Article VII (including with respect to amounts in the Escrow Fund and the Special Escrow Fund to the extent relating to any such Shareholder's percentage interest in the Escrow Fund and the Special Escrow Fund, as the case may be) with respect to any breach, or alleged breach, of Section 6.5 or 6.6 by any other Shareholder.

Section 7.7 Remedies Cumulative. The rights of the Acquiror Indemnified Parties and the Shareholder Indemnified Parties under Article VII are cumulative, and the Acquiror Indemnified Parties and the Shareholder Indemnified Parties, as the case may be, will have the right in any particular circumstance, in their sole discretion, to enforce any provision of Article VII without regard to the availability of a remedy under any other provision of Article VII.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Notices. All notices, requests and other communications hereunder shall be in writing and shall be sent, delivered, mailed or addressed:

(a) if to the Acquiror or to the Surviving Corporation to:

Linear LLC
2055 Corte Del Nogal
Carlsbad, CA 92011
Fax: (760) 438-7101
Attention: President

with a copy (which shall not constitute notice) to:

Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903
Fax: (401) 751-9844
Attention: General Counsel

(b) if to the Shareholders or to the Shareholders' Representative to:

Dennis E. Williams
2191 Miller Landing Road
Tallahassee, Florida 32312-9000
Fax: (850) 383-3495

with a copy (which shall not constitute notice) to:

King & Spalding LLP
191 Peachtree Street
Atlanta, Georgia 30303
Fax: (404) 572-5146
Attention: Rahul Patel

Each such notice, request or other communication shall be given (i) by mail (postage prepaid, registered or certified mail, return receipt requested), (ii) by hand delivery, or (iii) by nationally recognized courier service). Each such notice, request or communication shall be effective (i) if mailed, three days after mailing at the address specified in this Section 8.1 (or in accordance with the latest unrevoked written direction from the receiving Party), and (ii) if delivered by hand or by nationally recognized

courier service, when delivered at the address specified in this Section 8.1 (or in accordance with the latest unrevoked written direction from the receiving Party).

Section 8.2 Schedules. Inclusion of any matter or item in any schedule to this Agreement (a "Schedule") shall be considered to be made for purposes of all Schedules for which the inclusion of such disclosure therein is reasonably apparent. Inclusion of any matter or item in any Schedule does not imply that such matter or item would, under the provisions of this Agreement, have to be included in any Schedule or that such matter or term is otherwise material. In addition, matters disclosed in any Schedule are not necessarily limited to matters required by this Agreement to be disclosed in the Schedules, and any such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

Section 8.3 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid or enforceable, such provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 8.4 Counterparts. This Agreement may be executed in two (2) or more counterparts (including by means of facsimile), each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.5 Entire Agreement; No Third Party Beneficiaries. This Agreement (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof and (b) other than with respect to Section 6.3, is not intended to confer upon any Person other than the parties hereto, any rights or remedies hereunder.

Section 8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws governing conflicts of laws, of the State of Florida.

Section 8.7 Specific Performance. The parties hereto hereby agree that irreparable damage would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction or injunctions to enforce specifically the terms and provisions hereof in any court of the United States or any state

having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 8.8 Consent to Jurisdiction. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any Federal court of the United States of America sitting in Florida, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such Federal court, (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such Florida state or Federal court, and (d) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Florida Federal court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

Section 8.9 Publicity. None of the Parties nor their respective Affiliates shall issue or cause the publication of any press release or other public announcement or communication with respect to the transactions contemplated by this Agreement without the consent of the Shareholders' Representative and Edward J. Cooney, the Vice President and Treasurer of the Acquiror, which consent shall not be unreasonably withheld or withdrawn, except to the extent necessary to comply with the requirements of Law or the regulations or policies of any securities exchange or other similar regulatory body.

Section 8.10 Assignment. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the Parties without the prior written consent of each of the other Parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Section 8.10 shall be null and void, ab initio.

Section 8.11 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of the Acquiror, on the one hand, and the Shareholders' Representative, on the other. Any of the Parties may, by an instrument in writing signed on behalf of such Party, waive compliance by the other Parties with any term or provision of this Agreement for the benefit of such waiving Party that such other Party hereto was or is obligated to comply with or perform.

Section 8.12 Shareholders' Representative.

(a) By execution hereof, each of the Executing Shareholders authorizes and appoints Dennis E. Williams, and by execution and delivery of a Letter of Transmittal, each of the Shareholders executing and delivering the same, shall authorize and appoint Dennis E. Williams, as its agent, proxy, attorney-in-fact and representative under this Agreement (the "Shareholders' Representative") to take such action as it determines in its judgment appropriate, on behalf of such Shareholder, to exercise such rights, power and authority as are authorized, delegated and granted to the Shareholders' Representative on behalf of the Shareholders (including, to give and receive notices and communications, to receive on behalf of and deliver to any Shareholder any amounts due to such Shareholder under this Agreement or the Escrow Agreement, to deliver an Objection Notice and take such other actions in accordance with Section 3.6, to authorize delivery to the Acquiror of cash from the Escrow Amount, to amend this Agreement pursuant to Section 8.11, to consent to or comment on public communications pursuant to Section 8.9 and to take all actions necessary or appropriate in the judgment of the Shareholders' Representative for the accomplishment of the foregoing). By its execution and delivery of this Agreement, each Executing Shareholder authorizes, delegates and grants, and by execution and delivery of a Letter of Transmittal, each of the Shareholders executing and delivering the same, shall authorize, delegate and grant, to the Shareholders' Representative authority to take all actions that this Agreement provides are to be taken by the Shareholders' Representative. Each of the Parties agrees, and by execution and delivery of a Letter of Transmittal, each of the Shareholders executing and delivering the same shall agree, that the Shareholders shall reimburse the Shareholders' Representative for all of its reasonable out-of-pocket expenses, including attorneys' fees, travel expenses and the like incurred in connection with the Shareholders' Representative's performance of its duties hereunder or pursuant to any other agreement entered into in connection herewith (i) from the Representative Expenses Escrow Fund, to the extent any such funds are available, and (ii) solely to the extent that funds are not available from the Representative Expenses Escrow Fund, from the Shareholders, on a several basis.

(b) By execution hereof, each Executing Shareholder agrees, and by execution and delivery of a Letter of Transmittal, each of the Shareholders executing and delivering the same shall agree, that the Shareholders' Representative shall not (i) be liable for any actions taken or omitted to be taken by it or any agent employed by it under or in connection with this Agreement or the transactions contemplated hereby, or (ii) owe any fiduciary duty or have any fiduciary responsibility to any of the Shareholders or the Company as a result of its actions taken as the Shareholders' Representative pursuant to this Agreement, except for such actions taken or omitted to be taken resulting from the Shareholders' Representative's willful misconduct. Without limiting the foregoing, by execution hereof, each Executing Shareholder, jointly and severally, agrees, and by execution and delivery of a Letter of Transmittal, each of the Shareholders executing and delivering the same, jointly and severally, shall agree, to defend, indemnify and hold harmless the Shareholders' Representative and its Affiliates and each of their respective officers, directors, employees and agents from and against all expenses (including fees and expenses of counsel), losses, claims, fines, liabilities, damages, judgments or

amounts paid in settlement in respect of any threatened, pending or completed claim, action, suit or proceeding, whether criminal, civil, administrative or investigative, based on, arising out of or relating to the fact that such Person is or was a Shareholders' Representative hereunder. The Shareholders' Representative shall not be liable to any Shareholder for any apportionment or distribution of payments made by it in good faith, and, if any such apportionment or distribution is subsequently determined to have been made in error, the sole recourse of any Shareholder to whom payment was due, but not made, shall be to recover from other Shareholders, as applicable, any payment in excess of the amount to which they are determined to have been entitled pursuant to this Agreement.

[*Signature Pages Follow.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

LINEAR LLC

By: _____
Name: Kevin W. Donnelly
Title: VP + Secretary

TFM MERGER SUB, INC.

By: _____
Name: Kevin W. Donnelly
Title: VP + Secretary

GTO, INC.

By: _____
Name: Joe Kelley
Title: President/CEO

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

LINEAR LLC

By: _____
Name:
Title:

TFM MERGER SUB, INC.

By: _____
Name:
Title:

GTO, INC.

By: _____
Name: Joe Kelley
Title: President/CEO

Dennis E. Williams, solely for purposes of Section 8.12 in his capacity as the Shareholders' Representative

Dennis E. and
Barbara W. Williams

Chuck and Patty Mitchell,
as Tenants by the Entirety

Laurie Dozier, Jr.

Millard Noblin

Paul Elliott

Tim T. Schmidt

Joe and Anne Kelley

Pincher Smith

Wayne H. Coloney, Trustee,
Anne B. Coloney, Trustee C/A
Dated 3/12/1996 by Wayne H.
Coloney

Laurie L. Dozier, III and
Carmel Kelly Dozier

Mike Blankenship

Dennis E. Williams, solely for purposes of Section 8.13 in his capacity as the Shareholders' Representative

Barbara W. Williams

Dennis E. and Barbara W. Williams

Chuck and Patty Mitchell, as Tenants by the Entirety

Laurie Dozier, Jr.

Millard Noblin

Paul Elliott

Tim T. Schmidt

Joe and Anne Kelley

Finalee Smith

Wayne H. Coloney, Trustee
Anne B. Coloney, Trustee C/A
Dated 5/12/1996 by Wayne H. Coloney

Laurie L. Dozier, III and Carmel Kelly Dozier

Mike Blankenship

Dennis E. Williams, solely for purposes of Section 8.12 in his capacity as the Shareholders' Representative

Dennis E. and
Barbara W. Williams

Chuck and Patty Mitchell,
as Tenants by the Entirety

Laurie Dozier, Jr.

Millard Noblin

Paul Elliott

Tim T. Schmidt

Joe and Anne Kelley

Pitcher Smith

Wayne H. Coloney, Trustee,
Anne B. Coloney, Trustee U/A
Dated 5/12/1996 by Wayne H.
Coloney

Laurie L. Dozier, III and
Carmel Kelly Dozier

Mike Blankenship

Charles B. Mitchell, Jr. and
Kathryn P. Mitchell, Joint Tenants
with Rights of Survivorship

Richard A. Weidner

Benson Skelton, Jr. and
Betty Ann Skelton

Tim T. Schmidt, as custodian
for Parker Charles Schmidt,
under the Virginia Uniform Gift
to Minors Act (21)

Tim Schmidt, as custodian
for Taylor Webb Schmidt,
under the Virginia Uniform Gift
to Minors Act (21)

Brian and Elizabeth Desotell

Charles B. Mitchell, Jr. and
Kathryn P. Mitchell, Joint Tenants
with Rights of Survivorship

Richard A. Weidner

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Betty Ann Skelton

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for Parker Charles Schmidt,
under the Virginia Uniform Gift
to Minors Act (21)

Tim Schmidt, as custodian
for Taylor Webb Schmidt,
under the Virginia Uniform Gift
to Minors Act (21)

Brian and Elizabeth Desotell

Appendix A

As used in the Agreement, the following terms shall have the following meanings:

"Acquiror" shall have the meaning set forth in the preamble of the Agreement.

"Acquiror Ancillary Documents" shall mean any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by the Acquiror after the date hereof in connection with the transactions contemplated hereby.

"Acquiror Indemnified Parties" shall mean the Acquiror and its Affiliates (including the Surviving Corporation), each of their respective officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of any of the foregoing.

"Acquiror Losses" shall have the meaning set forth in Section 7.1.

"Action" shall mean any action, claim, suit, arbitration, proceeding or investigation by or before any Governmental Entity or arbitration tribunal.

"Affiliate" of any Person shall mean any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

"Aggregate Closing Merger Consideration" shall have the meaning set forth in Section 3.2(a).

"Aggregate Preliminary Merger Consideration" shall have the meaning set forth in Section 3.2(a).

"Agreement" shall have the meaning set forth in the preamble of the Agreement.

"Applicable Benefit Laws" shall mean all laws or other legislative, administrative or judicial promulgations, other than ERISA and the Code applicable to any of the Company's Benefit Plans.

"Articles of Merger" shall have the meaning set forth in Section 2.1.

"Auditor" shall have the meaning set forth in Section 3.6(b).

"Balance Sheet" shall mean the unaudited balance sheet of the Company as of September 30, 2005.

"Basket" shall have the meaning set forth in Section 7.5(a).

"Benefit Plan" or "Benefit Plans" shall have the meaning set forth in Section 4.12(a).

"Business" shall mean the business of the Company as currently conducted.

"Business Day" shall mean any day other than a Saturday or Sunday or any day banks in the State of Florida are authorized or required to be closed.

"Certificates" shall have the meaning set forth in Section 3.5(a).

"Change of Control Payments" shall mean the aggregate amount payable by the Company to the individuals set forth on Schedule D, in the amounts set forth on such schedule, as a result of the transactions contemplated hereby in accordance with the applicable agreement or other governing document or policy.

"Claims Period" shall mean the period during which a claim for indemnification may be asserted hereunder by an Indemnified Party.

"Closing" shall have the meaning set forth in Section 3.1.

"Closing Date" shall have the meaning set forth in Section 3.1.

"Closing Date Indebtedness" shall mean the monetary obligations of the Company as of the Closing Date, (a) for borrowed money (including overdraft facilities), (b) evidenced by notes, bonds, debentures or similar contractual arrangements, (c) for deferred purchase price of property, goods or services (other than trade payables or accruals in the ordinary course of business), (d) under capital leases (under GAAP), (e) in respect of letters of credit and bankers' acceptances, (f) for contractual obligations relating to interest rate protection, swap and collar arrangements and (g) in the nature of guarantees of the obligations described in clauses (a) through (f) above of any Person, together with any accrued and unpaid interest, fees, pre-payment fees, fees related to terminating interest swap arrangements, costs and fees to obtain pay-off letters and to record lien releases, and other amounts owing thereunder.

"Closing Transaction Expenses" shall have the meaning set forth in Section 3.2(b).

"Code" shall mean the Internal Revenue Code of 1986, as amended, in effect from time to time.

"Common Stock" shall mean the common stock, par value $0.001 per share, of the Company.

"Company" shall have the meaning set forth in the preamble of the Agreement.

"Company Ancillary Documents" shall mean any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by the Company after the date hereof in connection with the transactions contemplated hereby.

"Company Financial Statements" shall have the meaning set forth in Section 4.5.

"Consent" shall have the meaning set forth in Section 4.3(a).

The term "control" (including its correlative meanings "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Dissenters' Rights" shall mean the right to dissent from the Merger and receive appraisal rights and cash under and in the manner described in Article XIII of the FBCA.

"Effective Time" shall have the meaning set forth in Section 2.1.

"Employee Termination Agreements" shall mean the termination agreements, each in the Form of Exhibit J, by and between the Company and each of Joe Kelley and Chuck Mitchell, with respect to the termination of such individuals' respective contracts of employment with the Company, each to become effective upon the Effective Time

"Employees" shall mean all of the employees of the Company as of the Effective Time.

"Employment Contract" shall have the meaning set forth in Section 4.12(b).

"Environmental Laws" shall mean all foreign, federal, state, or local laws, rules, statutes, regulations, ordinances, codes, standards or decrees, orders, licenses, permits or similar rights granted by a Governmental Entity that have the force or effect of law, in each case relating to (a) protecting the quality of the ambient air, soil, surface water or groundwater or worker safety or health, and (b) the manufacture, handling, transport, use, treatment, storage, disposal, release or threatened release, of any Hazardous Substances, in effect as of the date of this Agreement.

"Environmental Permits" shall mean all permits, licenses, registrations, and other authorizations required under applicable Environmental Laws.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and any regulations or published rulings promulgated or issued thereunder.

"Escrow Agent" shall mean SunTrust Bank acting in its capacity as escrow agent for the purpose of holding the Escrow Amount and distributing the Escrow Fund to the Acquiror and/or the Shareholders in accordance with this Agreement and the Escrow Agreement.

"Escrow Agreement" shall mean the escrow agreement by and among the Acquiror, the Shareholders' Representative and the Escrow Agent in the form attached hereto as Exhibit H.

"Escrow Amount" shall have the meaning set forth in Section 3.7(a).

"Escrow Fund" shall mean the Escrow Amount, as adjusted from time to time pursuant to the terms of the Escrow Agreement, together with any interest earned thereon.

"Exchange Agent" shall mean SunTrust Bank acting in its capacity as exchange agent for the purpose of making the exchanges of the Common Stock and Options for the Aggregate Closing Merger Consideration and any Working Capital Surplus and portion of the Escrow Fund payable to the Shareholders in accordance with this Agreement.

"Exchange Agent Agreement" shall mean the exchange agent agreement by and among the Acquiror, the Shareholders' Representative and the Exchange Agent in the form attached hereto as Exhibit I.

"Executing Shareholders" shall have the meaning set forth in the preamble of the Agreement.

"Executive Shareholders" shall mean Charles B. Mitchell and Joe Kelley.

"FBCA" shall mean the Florida Business Corporation Act.

"Filing" shall have the meaning set forth in Section 4.3(a).

"Final Closing Balance Sheet" shall have the meaning set forth in Section 3.6(c).

"Final Net Working Capital" shall have the meaning set forth in Section 3.6(c).

"FMLA" shall have the meaning set forth in Section 4.12(d).

"GAAP" shall mean United States generally accepted accounting principles applied in a manner consistent with those used in preparing the Balance Sheet.

"Governmental Entity" shall mean any federal, state, provincial, foreign or local governmental authority, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

"Hazardous Substances" means any pollutant, petroleum or any fraction thereof, contaminant or toxic or hazardous material (including toxic mold), substance or waste.

"Indemnified Party" shall mean an Acquiror Indemnified Party or a Shareholder Indemnified Party.

"Indemnifying Party" shall have the meaning set forth in Section 7.3.

"Intellectual Property Rights" shall mean all patents, trademarks, service marks, trade names, Internet domain names, copyrights, processes, formulae, know-how (including trade secrets) and all other proprietary technology, and any applications and registrations relating to the foregoing.

"Knowledge of the Acquiror" or words of similar import shall mean the knowledge of the executive officers of the Acquiror set forth on Schedule A after reasonable investigation.

"Knowledge of the Company" or words of similar import shall mean the knowledge of the executive officers of the Company set forth on Schedule B after reasonable investigation.

"Law" shall mean any federal, state, provincial or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Governmental Entity.

"Letter of Transmittal" shall have the meaning set forth in Section 3.5(a).

"Liens" shall mean all liens, claims, encumbrances, security interests, options, charges or restrictions of any kind.

"Material Adverse Effect" shall mean a material adverse effect on the business, assets, results of operations or financial condition of the Company, except any such effect resulting from or arising in connection with (i) conditions affecting the industries in which the Company operates the Business, or any segment thereof applicable to the Company, generally, (ii) events affecting the United States or global economy or capital or financial markets generally, (iii) changes in Law or applicable regulations or the official interpretations thereof or in GAAP, (iv) the effect of any war, act of terrorism, civil unrest or similar event, (v) any existing event or occurrence or

circumstance with respect to which the Acquiror has knowledge, (vi) any action taken, or any omission to act, by the Acquiror or any of its Affiliates, or (vii) the compliance by the Company with the terms of, or taking of any action contemplated or permitted by, this Agreement.

"Material Contracts" shall have the meaning set forth in Section 4.9.

"Merger" shall have the meaning set forth in the recitals to this Agreement.

"Merger Consideration Disbursement Schedule" shall have the meaning set forth in Section 3.2(b).

"Merger Sub" shall have the meaning set forth in the preamble to this Agreement.

"Net Working Capital" shall mean, without duplication, the excess of (i) all current assets of the Company over (ii) the current liabilities of the Company (excluding short-term indebtedness and accruals for distributions to Shareholders), in each case determined in accordance with the Working Capital Guidelines, as of the close of business on the date immediately preceding the Closing Date.

"Non-Dissenting Shareholders" shall mean the Shareholders of the Company (other than Executing Shareholders) delivering a waiver of Dissenters' Rights with respect to such Shareholders' Shares at or prior to the Closing.

"Objection Notice" shall have the meaning set forth in Section 3.6(b).

"Options" shall mean all outstanding options immediately prior to the Effective Time to acquire shares of Common Stock held by any Shareholder granted pursuant to the Company's 2001 Long-Term Incentive Plan.

"Party," or "Parties," shall have the meaning set forth in the preamble to this Agreement.

"Permits" shall have the meaning set forth in Section 4.8.

"Permitted Liens" shall mean (a) Liens for Taxes not yet due and payable, (b) Liens of carriers, warehousemen, mechanics, materialmen and repairmen incurred in the ordinary course of business and not yet delinquent or being contested in good faith, (c) with respect to real property, (i) easements, licenses, covenants, rights-of-way and other similar restrictions, (ii) any conditions that may be shown by survey, title report or physical inspection (whether or not made) and (iii) zoning, building and other similar restrictions, so long as none of (i) or (ii) or (iii) has, and would reasonably be expected to have, a material adverse effect on the Company's use of such real property as currently used by the Company in its business as currently conducted, (d) Liens pursuant to any capital leases listed on Schedule 4.9(a), and (e) Liens suffered to be incurred by the Acquiror or Merger Sub.

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, association, organization, Governmental Entity or other entity.

"Per Share Escrow Amount" shall mean, with respect to any amount payable to Shareholders (or the Shareholders' Representative on behalf of the Shareholders) from the Escrow Fund, if any, an amount equal to (i) the amount so payable from the Escrow Fund divided by (ii) the sum of the number of Shares and Options.

"Per Share Expenses Escrow Amount" shall mean, with respect to any amount payable to Shareholders collectively (or the Shareholders' Representative on behalf of the Shareholders) from the Representative Expenses Escrow Fund, if any, an amount equal to (i) the amount so payable from the Representatives Expenses Escrow Fund divided by (ii) the sum of the number of Shares and Options.

"Per Share Merger Consideration" shall mean an amount equal to (i)(A) the Aggregate Preliminary Merger Consideration, less (B) the amount of the Closing Transaction Expenses, less (C) the Closing Date Indebtedness, less (D) the Escrow Amount, less (E) the Special Escrow Amount, less (F) the Representative Expenses Escrow Amount, plus (G) the aggregate exercise price for all Options, divided by (ii) the sum of the number of Shares and Options.

"Per Share Preliminary Merger Consideration" shall mean an amount equal to (i)(A) the Aggregate Preliminary Merger Consideration, less (B) the amount of the Closing Transaction Expenses, less (C) the Closing Date Indebtedness, less (D) the Escrow Amount, less (E) the Representative Expenses Escrow Amount, plus (F) the aggregate exercise price for all Options, divided by (ii) the sum of the number of Shares and Options.

"Per Share Special Escrow Amount" shall mean, with respect to any amount payable to Shareholders collectively (or the Shareholders' Representative on behalf of the Shareholders collectively) from the Special Escrow Fund, if any, an amount equal to (i) the amount so payable from the Special Escrow Fund divided by (ii) the sum of the number of Shares and Options.

"Per Share Working Capital Surplus" shall mean an amount equal to (i) the Working Capital Surplus, if any, divided by (ii) the sum of the number of Shares and Options.

"Preliminary Closing Balance Sheet" shall have the meaning set forth in Section 3.6(a).

"Preliminary Net Working Capital" shall have the meaning set forth in Section 3.6(a).

"Real Property" shall have the meaning set forth in Section 4.15(a).

"Representative Expenses Escrow Amount" shall have the meaning set forth in Section 3.7(c).

"Representative Expenses Escrow Fund" shall mean the Representative Expenses Escrow Amount, as adjusted from time to time pursuant to the terms of the Escrow Agreement, together with any interest earned thereon.

"Schedule" shall have the meaning set forth in Section 8.2.

"Share" shall mean each share of Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Common Stock owned by the Company as treasury stock or owned by the Company or the Acquiror or any of its Subsidiaries).

"Shareholder Indemnified Parties" shall mean the Company, the Shareholders and their respective heirs, executors, successors and assigns and each of the heirs, executors, successors and assigns of any of the foregoing.

"Shareholder Losses" shall have the meaning set forth in Section 7.2.

"Shareholders" shall mean, collectively, all the holders of Shares and/or Options.

"Shareholders' Representative" shall have the meaning set forth in Section 8.12(a).

"Special Escrow Amount" shall mean an amount equal to two times the product of (a) the Per Share Preliminary Merger Consideration multiplied by (b) the number of Shares held by Shareholders other than Executing Shareholders and Non-Dissenting Shareholders.

"Special Escrow Fund" shall mean the Special Escrow Amount, as adjusted from time to time pursuant to the terms of the Escrow Agreement, together with any interest earned thereon.

"Subsidiary" shall mean, with respect to any specified Person, (a) a corporation fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person, and (b) any partnership, joint venture, association, or other entity in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity economic interest thereof or has the power to elect or direct the election of more than fifty percent (50%) of the members of the governing body of such entity.

"Surviving Corporation" shall have the meaning set forth in Section 2.2.

"Target Net Working Capital High Range" shall mean SIX MILLION SEVEN HUNDRED THOUSAND DOLLARS ($6,700,000).

"Target Net Working Capital Low Range" shall mean SIX MILLION THREE HUNDRED THOUSAND DOLLARS ($6,300,000).

"Tax" or "Taxes" shall mean all federal, state, local and foreign income, profits, franchise, gross receipts, payroll, sales, employment, use, property, real estate, excise, value added, estimated, stamp, alternative or add-on minimum, environmental, withholding and any other taxes, duties or other governmental charges or assessments, together with all interest, penalties and additions imposed with respect to such amounts.

"Tax Authority" shall mean any domestic, foreign, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, any quasi-governmental body or any other authority responsible for the administration of Taxes.

"Tax Benefit" shall mean any Tax refund, Tax credit or reduction in Tax.

"Tax Return" or "Tax Returns" shall mean all returns, estimated returns, forms, declarations, reports, claims for refund or information returns or statements relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof filed or to be filed with any Tax Authority in connection with the determination, assessment or collection of Taxes.

"Transaction Expenses" shall mean all fees, costs and expenses incurred or owing by the Company as of the Closing Date in connection with the negotiation and preparation of this Agreement and such other agreements and arrangements prepared in connection herewith and the transactions contemplated hereby, including such fees, costs and expenses of StevenGOLDSMITHGroup, Inc., Mazzone & Associates, LLC, King & Spalding LLP and Thomas Howell Ferguson, P.A.

"Transfer Taxes" shall have the meaning set forth in Section 6.4.

"Working Capital Deficit" shall mean the amount, if any, by which the Target Net Working Capital Low Range exceeds the Final Net Working Capital.

"Working Capital Guidelines" shall mean the guidelines set forth on Schedule C.

"Working Capital Surplus" shall mean the amount, if any, by which the Final Net Working Capital exceeds the Target Net Working Capital High Range.

EXHIBIT A

NOTICE OF SOLICITATION OF CONSENT
AND
APPRAISAL NOTICE AND FORM FOR SHAREHOLDERS OF GTO, INC.

Concurrent with the provision of this Appraisal Notice and Form, GTO, Inc. (the "Corporation") is soliciting approval from a majority of the Shareholders with respect to the proposed Agreement and Plan of Merger by and among the Corporation, Linear, LLC, TFM Merger Sub, Inc. ("Merger Sub") and the Shareholder's Representative. If approved, the Agreement and Plan of Merger will effect a merger by and between the Corporation and Merger Sub. As a result of the Merger, the Corporation and Merger Sub will be merged together, with the Corporation being the surviving entity. In addition, all existing stock (and options) in the Corporation will be converted into a right to receive a sum certain, as set forth in the Agreement and Plan of Merger, and the existing stock of Merger Sub will be converted into stock of the Corporation, with the end result being ownership of the Corporation by the stockholder(s) of Merger Sub.

The Corporation anticipates that the Agreement and Plan of Merger will be approved by a majority of the shareholders. The Corporation has concluded that if the Agreement and Plan of Merger is adopted by a majority of the shareholders, those shareholders who did not execute the written Consent approving the Agreement and Plan of Merger will be entitled to assert appraisal rights under Chapter 607 of the Florida Statutes. Therefore, pursuant to Section 607.1320(3), Florida Statutes, you, as a shareholder of the Corporation, are being provided with this notice of your appraisal rights, in order that you might, if you choose, exercise your appraisal rights in regard to the proposed action to adopt the Agreement and Plan of Merger. It is anticipated that the Agreement and Plan of Merger, a copy of which is attached hereto, if adopted by written consent(s) will become effective December 9, 2005.

If you do not choose to exercise your appraisal rights as provided by the Florida Statutes, you will be bound by the terms of the Agreement and Plan of Merger. If, however, you do choose to exercise your appraisal rights, you have the right, as prescribed by Sections 607.1301 through 607.1333, F.S., a copy of which is enclosed, to receive the fair market value of your shares in the Corporation.

In order to exercise your appraisal rights, you must complete this Appraisal Notice and Form and deliver it, along with your stock certificate(s) (or affidavit of lost certificates) to the Corporation at the address indicated below, as required by Section 607.1322(2), F.S. **If the completed Appraisal and Notice Form is not received by the Corporation on or before January 22, 2006, you will be deemed to have waived your right to demand appraisal with respect to your shares of stock of the Corporation.**

1. Shareholder's Name: _____

2. Shareholder's Address: _____

_____

_____

3. Shares: Number: _____

Class: _____

Series: _____

4. The shareholder named in paragraph 1 above (the "Shareholder") did not execute the written consent approving the Plan of Merger.

5. Corporation's Offer: The Corporation estimates the fair value of each share of its stock to be **$42.08**, which amount the Corporation hereby offers to pay.

6. *[choose one]* _____ The Shareholder accepts the "Corporation's Offer" as stated above.

-OR-

_____ The Shareholder does not accept the "Corporation's Offer" as stated above. The Shareholder estimates the fair value of his shares at $_____, and the Shareholder hereby demands payment of the estimated fair value plus interest.

Date:_____ _____

Signature of Shareholder

Your stock certificate(s) (or affidavit of lost certificates) and this completed Appraisal Notice and Form must be delivered to the address set forth below on or before January 22, 2006:

Dennis E. Williams, M.D.
2191 Miller Landing Road
Tallahassee, Florida 32312-9000

You are requested to contact Dennis Williams at the above address or by telephone at (850) 566-1133 if you have any questions.

If requested in writing at the above address, the Corporation will provide you with the total number of shareholders who return this completed form on or before January 22, 2006 and the total number of shares owned by them. The Corporation will provide such a list within ten (10) days after January 22, 2006.

A shareholder who has completed and delivered this Appraisal Notice and Form and his/her stock certificates as indicated herein may nevertheless decline to exercise his/her appraisal rights and withdraw from the appraisal process by so notifying the Corporation in writing within twenty (20) days after January 22, 2006.

Attachments:

Exhibit "A":	*Plan of Merger (without Exhibits or Schedules)**
Exhibit "B":	*Copies of Sections 607.1301 through 607.1333, Florida Statutes*
Exhibit "C":	*Corporation's Financial Statements:*
	Balance Sheet as of the end of fiscal year ending December 31, 2004
	Income Statement for fiscal year ending December 31, 2004
	Cash Flow Statement for fiscal year ending December 31, 2004
	Interim Financial Statements dated September 30, 2005

DATED: December _____, 2005.

*Copies of the Exhibits and Schedules will be provided upon request.

EXHIBIT B

FORM OF ARTICLES OF MERGER

OF

TFM MERGER SUB, INC.,
A FLORIDA CORPORATION

WITH AND INTO

GTO, INC.,
A FLORIDA CORPORATION

Pursuant to Section 607.1105 of the
Florida Business Corporation Act

On this 9th day of December 2005, TFM Merger Sub, Inc., a Florida corporation, and GTO, Inc., a Florida corporation, for the purpose of merging pursuant to Section 607.1105 of the Florida Business Corporation Act, hereby certify that:

1. The name and jurisdiction of the surviving corporation are as follows:

   Name: GTO, Inc.
   Jurisdiction: Florida

2. The name and jurisdiction of each merging corporation are as follows:

   Name: GTO, Inc.
   Jurisdiction: Florida

Name: TFM Merger Sub, Inc.
Jurisdiction: Florida

3. The attached Agreement and Plan of Merger by and among Linear LLC, TFM Merger Sub, Inc., GTO, Inc., Dennis E. Williams, in his capacity as the Shareholders' Representative, and the shareholders of GTO, Inc. set forth on the signature pages thereto meets the requirements of section 607.1101 of the Florida Business Corporation Act, and was approved by each domestic corporation that is a party to the merger in accordance with Chapter 607, Florida Statutes.

4. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

5. The Plan of Merger was adopted by the shareholders of GTO, Inc. on December 8, 2005.

6. The Plan of Merger was adopted by the shareholders of TFM Merger Sub, Inc. on December 8, 2005.

[Signature Page Follows.]

IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the date first written above and are being filed in accordance with Section 607.1105 of the Florida Business Corporation Act by an authorized person for each party.

TFM Merger Sub, Inc.

_____

By: _____

Title: _____

GTO, Inc.

_____

By: Joe Kelley

Title: President/CEO

EXHIBIT C

LETTER OF TRANSMITTAL
To accompany certificates or other documents representing shares of Common Stock or Options to Purchase Common Stock

of

GTO, INC.

Pursuant to the Merger of
TFM MERGER SUB, INC.,
a wholly owned subsidiary of
LINEAR LLC,
with and into
GTO, Inc.,

By Overnight Courier:

SunTrust Bank
Stock Transfer Department
58 Edgewood Avenue
Room 225
Atlanta, GA 30303
Attn: Reorg

By Mail:

SunTrust Bank
Stock Transfer Department
P.O. Box 4625
Atlanta, GA 30302
Attn: Reorg

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

The instructions accompanying this Letter of Transmittal should be read carefully before this Letter of Transmittal is completed. If certificates are registered in different names, a separate Letter of Transmittal must be submitted for each different registered owner. See Instruction 3.

This Letter of Transmittal is to be completed by stockholders surrendering certificates ("Certificates") evidencing Common Stock (as defined below) and holders of Options (as defined below) surrendering certificates representing such Options and any agreements or other instruments evidencing such Options ("Option Documents"). Questions and requests for assistance or for additional copies of this Letter of Transmittal may be directed to 800-568-3476.

NO PAYMENT SHALL BE MADE BY THE EXCHANGE AGENT WITH RESPECT TO ANY COMMON STOCK OR OPTION REPRESENTED BY A CERTIFICATE OR OPTION DOCUMENTS UNTIL THE SURRENDER OF SUCH CERTIFICATE OR OPTION DOCUMENTS, AS THE CASE MAY BE, FOR EXCHANGE. DELIVERY OF THE ENCLOSED CERTIFICATE OR OPTION DOCUMENTS SHALL BE EFFECTED AND RISK OF LOSS AND TITLE TO THE SHARES OF COMMON STOCK OR OPTIONS, AS THE CASE MAY BE, SHALL PASS ONLY UPON PROPER DELIVERY OF THE CERTIFICATE REPRESENTING SUCH SHARES OR OPTION DOCUMENTS REPRESENTING SUCH OPTIONS TO THE EXCHANGE AGENT AT THE ADDRESS ABOVE.

Ladies and Gentlemen:

Pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of December 9, 2005, by and among Linear LLC, a California limited liability company (the "Acquiror"), TFM Merger Sub, Inc., a Florida corporation and wholly owned subsidiary of the Acquiror ("Merger Sub"), GTO, Inc., a Florida corporation (the "Company"), Dennis E. Williams, in his capacity as the Shareholders' Representative, and the shareholders of the Company set forth on the signature pages thereto, Merger Sub has been merged (the "Merger") with and into the Company. The Merger became effective on December 9, 2005. In connection with, and effective as of the consummation of, the Merger, the undersigned, who is/are (a) the registered holder(s) of Certificates representing shares of common stock, par value $0.001 per share, of the Company (the "Common Stock"), or the transferee or assignee of such registered holder(s), hereby surrender(s) such Certificate(s) in exchange for (i) the Per Share Merger Consideration, (ii) the Per Share Working Capital Surplus, if any, (iii) any Per Share Escrow Amount, if any, (iv) any Per Share Special Escrow Amount, if any, and (v) the Per Share Expenses Escrow Amount, if any (each as defined in the Merger Agreement) (collectively, the "Share Consideration"), with respect to such Common Stock, and/or (b) the holder of options to acquire Common Stock issued under the Company's 2001 Long-Term Incentive Plan ("Options"), or the transferee or assignee of such holder, hereby surrender(s) such Option Documents in exchange for (i) the excess, if any, of (x) the Per Share Merger Consideration over (y) the exercise price per share of each such Option, (ii) the Per Share Working Capital Surplus, if any, (iii) any Per Share Escrow Amount, if any, (iv) any Per Share Special Escrow Amount, if any, and (v) the Per Share Expenses Escrow Amount, if any (collectively, the "Option Consideration"), with respect to the Common Stock underlying such Options, in each case as determined by, and in accordance with, the Merger Agreement.

DESCRIPTION OF CERTIFICATES AND OPTION DOCUMENTS SURRENDERED		
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank)	**Certificates Surrendered** *(Attach additional signed list if necessary. See Instruction 6)*	
	Certificate Numbers	**Number of Shares of Common Stock**
	Total Shares	
	Option Documents Surrendered *(Attach additional signed list if necessary. See Instruction 6)*	
	Option Document	**Number of Options**
	Total Options	

SPECIAL PAYMENT INSTRUCTIONS

COMPLETE ONLY if the check(s) representing the Share Consideration and/or Option Consideration to be received by the undersigned is/are to be issued in a name other than the name appearing under "DESCRIPTION OF CERTIFICATES AND OPTION DOCUMENTS SURRENDERED."

Name: _____
(Please Print)

Address: _____

_____

_____
(Signature)

SPECIAL DELIVERY INSTRUCTIONS

COMPLETE ONLY if the check(s) representing the Share Consideration and/or Option Consideration to be received by the undersigned is/are to be sent to an address other than the address appearing under "DESCRIPTION OF CERTIFICATES AND OPTION DOCUMENTS SURRENDERED."

Name: _____
(Please Print)

Address: _____

_____

_____
(Signature)

WIRE TRANSFER INSTRUCTIONS

COMPLETE ONLY if the undersigned is requesting receipt of the Share Consideration and/or Option Consideration by wire transfer to a bank account identified below (a check(s) will not be issued with respect to amounts delivered by wire transfer). See Instruction 9.

ABA No. of Receiving Bank: _____

Name of Receiving Bank: _____

Account No.: _____

Account Name: _____

Attention Name and Phone No.: _____

_____

By executing and returning this Letter of Transmittal, the undersigned is instructing SunTrust Bank (the "Exchange Agent") to issue and deliver a check(s) in the proper amount for each share of Common Stock and/or Option surrendered pursuant to this Letter of Transmittal to it, her or him at the address specified under "DESCRIPTION OF DOCUMENTS AND OPTION DOCUMENTS SURRENDERED" unless otherwise agreed in writing among the Exchange Agent, the Acquiror, the Shareholders' Representative and you or otherwise indicated under "SPECIAL PAYMENT INSTRUCTIONS," "SPECIAL DELIVERY INSTRUCTIONS" or "WIRE TRANSFER INSTRUCTIONS." The payment of any amounts in respect of Options will be sent by the Exchange Agent to the Company and paid through the Company's payroll system. To the extent that any such payments made to current or former employees of the Company are treated as "wages" for tax purposes, such payments will be subject to applicable payroll tax withholding.

By executing and delivering this Letter of Transmittal, the undersigned represents, warrants, covenants and agrees as follows:

(a) The undersigned has the right, power, authority and capacity to execute, deliver and perform this Letter of Transmittal to be executed by the undersigned and to consummate the transactions contemplated hereby. If applicable, this Letter of Transmittal has been duly authorized by all necessary action on the part of the undersigned.

(b) The undersigned holds good and valid title to the Certificates and/or Option Documents surrendered hereby and, with respect to Certificates, either (i) has record ownership of the Certificate(s) set forth under the "DESCRIPTION OF DOCUMENTS AND OPTION DOCUMENTS SURRENDERED," or (ii) if the undersigned does not have record ownership of the Certificate(s) set forth under the "DESCRIPTION OF DOCUMENTS AND OPTION DOCUMENTS SURRENDERED," the Certificate(s) surrendered hereby by the undersigned either (A) have been properly endorsed by the registered holder(s) of the Certificate(s) surrendered, or (B) are accompanied by appropriate stock powers executed by the registered holder(s) of the Certificate(s) surrendered, in either case with such signatures on the Certificate(s) and stock powers to be medallion signature guaranteed by an Eligible Institution (as defined below).

(c) The shares of Common Stock and/or Options owned by the undersigned are free and clear of any liens, restrictions, claims, equities, charges, pledges, security interests, options, rights of first refusal or other encumbrances of any nature whatsoever, with no defects of title whatsoever. The undersigned has the exclusive right, power and authority to transfer or surrender the Common Stock and/or Options owned by the undersigned.

(d) The undersigned agrees that it will not make any claim for indemnification against the Acquiror, and that it shall not be entitled to indemnification from the Acquiror, by reason of the fact that the undersigned was a controlling person, director, employee or agent of the Company (whether such claim is for losses of any kind or otherwise and whether such claim is pursuant to any statute, organizational document, contractual obligation or otherwise) with respect to any claim brought by an Acquiror Indemnified Party (as defined in the Merger Agreement) against any Shareholder (as defined in the Merger Agreement) or the Company relating to any breach of a representation or warranty contained in the Merger Agreement by the Company

(e) The undersigned authorizes and appoints Dennis E. Williams as its agent, proxy, attorney-in-fact and representative under the Merger Agreement to take such action as it determines in its judgment appropriate, on behalf of the undersigned, to exercise such rights, power and authority as are authorized, delegated and granted to the Shareholders' Representative (as defined in the Merger Agreement) on behalf of the Shareholders (including, to give and receive notices and communications, to receive on behalf of and deliver to any Shareholder any amounts due to such Shareholder under this Agreement or the Escrow Agreement (as defined in the Merger Agreement), to deliver an Objection Notice (as defined in the Merger Agreement) and to take such other actions in accordance with Section 3.6 of the Merger Agreement, to authorize delivery to the Acquiror of cash from the Escrow Amount (as defined in the Merger Agreement), to amend the Merger Agreement pursuant to Section 8.11 thereof, to consent to or comment on public communications pursuant to Section 8.9 of the Merger Agreement and to take all actions necessary or appropriate in the judgment of the Shareholders' Representative for the accomplishment of the foregoing). The undersigned authorizes, delegates and grants to the Shareholders' Representative authority to take all actions that the Merger Agreement provides are to be taken by the Shareholders' Representative. The undersigned agrees that the Shareholders shall reimburse the Shareholders' Representative for all of its reasonable out-of-pocket expenses, including attorneys' fees, travel expenses and the like incurred in connection with the Shareholders' Representative's performance of its duties under the Merger Agreement or pursuant to any other agreement entered into in connection therewith (i) from the Representative Expenses Escrow Fund, to the extent any such funds are available, and (ii) solely to the extent that funds are not available from the Representative Expenses Escrow Fund, from the Shareholders, on a several basis.

(f) The undersigned agrees that the Shareholders' Representative shall not (i) be liable for any actions taken or omitted to be taken by it or any agent employed by it under or in connection with the Merger Agreement or the transactions contemplated thereby, or (ii) owe any fiduciary duty or have any fiduciary responsibility to any of the Shareholders or the Company as a result of its actions taken as the Shareholders' Representative pursuant to the Merger Agreement, except for such actions taken or omitted to be taken resulting from the Shareholders' Representative's willful misconduct. Without limiting the foregoing, the undersigned, jointly and severally, with all of the Shareholders agrees to defend, indemnify and hold harmless the Shareholders' Representative and its Affiliates (as defined in the Merger Agreement) and each of their respective officers, directors, employees and agents from and against all expenses (including fees and expenses of counsel), losses, claims, fines, liabilities, damages, judgments or amounts paid in settlement in respect of any threatened, pending or completed claim, action, suit or proceeding, whether criminal, civil, administrative or investigative, based on, arising out of or relating to the fact that such Person (as defined in the Merger Agreement) is or was a Shareholders' Representative thereunder. The undersigned acknowledges that the Shareholders' Representative shall not be liable to any Shareholder for any apportionment or distribution of payments made by the Shareholders' Representative in good faith, and, if any such apportionment or distribution is subsequently determined to have been made in error, the sole recourse of the undersigned to whom payment was due, but not made, shall be to recover from other Shareholders, as applicable, any payment in excess of the amount to which they are determined to have been entitled pursuant to the Merger Agreement.

The undersigned will, upon request, execute and deliver any additional documents reasonably requested by the Acquiror, the Shareholders' Representative and the Exchange Agent in connection with the surrender of the Certificates and/or Option Documents.

IF APPLICABLE, THE UNDERSIGNED HEREBY RESCINDS AND REVOKES THE HOLDER'S ACCEPTANCE OF THE OFFER CONTAINED IN THE NOTICE OF SOLICATION AND CONSENT AND APPRAISAL NOTICE AND FORM FOR SHAREHOLDERS OF GTO, INC., AND FURTHER WITHDRAWS FROM THE APPRAISAL PROCESS.

The undersigned hereby acknowledges that delivery of the Certificate(s) and/or Option Documents identified above shall be effected, and risk of loss and title to such Certificate(s) and/or Option Documents, shall pass, only upon proper delivery thereof to the Exchange Agent. The undersigned understands that surrender is not made in acceptable form until receipt by the Exchange Agent of this Letter of Transmittal, or a facsimile hereof, duly completed and signed, together with all accompanying evidences of authority, including, but not limited to, any necessary proper endorsements or appropriate stock powers, in form reasonably satisfactory to the Acquiror, the Shareholders' Representative and the Exchange Agent. All questions as to validity, form and eligibility of any surrender of the Certificates and/or Option Documents hereunder, including, but not limited to, any Certificate(s) surrendered by a holder who is not the record holder of such Certificate(s), will be reasonably determined by the Acquiror and the Shareholders' Representative, and such determination shall be final and binding.

SIGN HERE
(See Instructions 1 and 2)

_____

_____
(Signature(s) of Owner(s))

Date: _____, 2005

Name(s): _____
(Please Print)

Capacity (Full Title), if applicable: _____

Address: _____

_____
(Include Zip Code)

Area Code and Telephone Number: _____

GUARANTEE OF SIGNATURE(S)
(If Required — See Instruction 2)

Authorized Signature: _____

Name: _____
(Please Print)

Name of Firm: _____

Address: _____

_____
(Include Zip Code)

Area Code and Telephone Number: _____

Date: _____, 2005

INSTRUCTIONS

Forming Part of the Terms and Conditions of this Letter of Transmittal

1. Delivery of this Letter of Transmittal and the Certificates and/or Option Documents. Please do not send your Certificates and/or Option Documents directly to the Company. This Letter of Transmittal or a facsimile hereof, filled in and signed, must be used in connection with the delivery and surrender of the Certificates and/or Option Documents. A Letter of Transmittal and relevant documents must be received by the Exchange Agent in satisfactory form to make an effective surrender. The Certificates evidencing all surrendered Common Stock and/or Option Documents evidencing all surrendered Options, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth on the first page hereof in order to receive payment for Common Stock and/or Options. If the Certificates are forwarded to the Exchange Agent in multiple deliveries, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

The method of delivery of this Letter of Transmittal, the Certificates and/or Option Documents and all other required documents is at the election and risk of the surrendering holder and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, registered mail with the return receipt requested is recommended.

Surrender may be made by mail to the Exchange Agent at the address shown on the first page of this Letter of Transmittal.

2. Guarantee of Signatures. Except as otherwise provided below, no signature guarantee is required on this Letter of Transmittal. Signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations, and brokerage houses) that is a participant in a current medallion signature guarantee program (each an "Eligible Institution") if (a) the Certificates and/or Option Documents surrendered herewith are registered in a name other than that of the person surrendering the Certificates and/or Option Documents, as applicable, or (b) the registered holder of the Certificates and/or Option Documents surrendered herewith has completed the box(es) entitled "SPECIAL PAYMENT INSTRUCTIONS," "SPECIAL DELIVERY INSTRUCTIONS," and/or "WIRE TRANSFER INSTRUCTIONS" above. See Instruction 3.

3. Signature on this Letter of Transmittal; Stock Powers and Endorsements. If this Letter of Transmittal is signed by the registered holder(s) of the Certificates and/or Option Documents surrendered hereby, the signature(s) must correspond with the name(s) as written on the face of such document without alteration, enlargement or any change whatsoever.

If any Certificate and/or Option Document surrendered hereby is owned of record by two or more persons, all such persons must sign this Letter of Transmittal.

If this Letter of Transmittal is signed by the registered holder(s) of the Certificates surrendered hereby, no endorsements of the Certificates or separate stock powers are required, unless payment is to be made to a person other than the registered holder(s), in which case the Certificates surrendered hereby must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such Certificates. Signatures on such Certificates and stock powers must be medallion signature guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Certificates surrendered hereby, the Certificates surrendered hereby must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such Certificates. Signatures on such Certificates and stock powers must be medallion signature guaranteed by an Eligible Institution.

If you are a holder of Options and desire for payment to be made to another person or entity with respect to such Options, you must contact the Exchange Agent for further information. See Instruction 4.

If this Letter of Transmittal or any Certificate or stock power or Option Document is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or

representative capacity, such person should so indicate when signing, and proper evidence reasonably satisfactory to the Acquiror, the Shareholders' Representative and the Exchange Agent of such person's authority so to act must be submitted.

If the Certificates are registered in different names (e.g. "John Doe" and "J. Doe") or different forms of ownership (e.g., as a joint holder and as a trustee), it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal as there are different registrations of the Certificates surrendered.

4. Requests for Assistance or Additional Copies. Questions relating to the procedure for tendering, as well as requests for additional copies of this Letter of Transmittal, may be directed to SunTrust Bank by calling 800-568-3476.

5. Validity of Surrender; Irregularities. All questions as to the validity, form and eligibility of any Certificates and/or Option Documents surrendered pursuant to this Letter of Transmittal, including, but not limited to, any Certificate(s) surrendered by a holder who is not the record holder of such Certificate(s), will be reasonably determined by the Acquiror and the Shareholders' Representative, and such determination will be final and binding. The Acquiror and the Shareholders' Representative reserve the right to waive any irregularities or defects in the surrender of any Certificates and/or Option Documents and their reasonable interpretations of the terms and conditions of the Merger Agreement and this Letter of Transmittal (including these instructions) with respect to such irregularities or defects shall be final and binding. A surrender will not be deemed to have been made until all such irregularities have been cured or waived.

6. Inadequate Space. If the space provided on this Letter of Transmittal is inadequate, the relevant information should be listed on a separately signed schedule affixed hereto.

7. Lost Certificates. If any Certificate has been lost, destroyed or stolen, such should be indicated on the face of this Letter of Transmittal. In such event, the Exchange Agent will forward additional documentation necessary to be completed in order to effectively surrender such lost, destroyed, or stolen Certificate. No interest in respect of amounts held by the Exchange Agent will be paid on amounts due for such documents.

8. Transfer Taxes. In the event that any transfer or other taxes become payable by reason of the surrender of the Certificates by an undersigned who is not the registered holder of the surrendered Certificates, satisfactory evidence that such tax has been paid or of exemption therefrom must be affixed to or accompany the surrendered Certificates.

9. Wire Transfers. The Exchange Agent will not initiate payment of any amounts in respect of the Share Consideration and/or the Option Consideration less than $250,000 by wire transfer; all such payments will be made to the registered holder(s) of Certificates and/or Option Documents at the address specified under "DESCRIPTION OF DOCUMENTS AND OPTION DOCUMENTS SURRENDERED" or to such person or at such address as otherwise indicated under "SPECIAL PAYMENT INSTRUCTIONS" or "SPECIAL DELIVERY INSTRUCTIONS."

10. Payment of Options. The payment of any amounts in respect of Options will be sent by the Exchange Agent to the Company and paid through the Company's payroll system. To the extent that any such payments made to current or former employees of the Company are treated as "wages" for tax purposes, such payments will be subject to applicable payroll tax withholding.

IMPORTANT TAX INFORMATION

Purpose of Substitute Form W-9

To prevent backup withholding on any payments that may be made to you hereby, you are required to notify the Exchange Agent of your correct taxpayer identification number. To do this you should complete the substitute Form W-9 provided below by filling in your taxpayer identification number in the space provided therefor on the Form (or writing "Applied For" in the box if you are awaiting a taxpayer identification number and completing the box entitled "CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER"), crossing out Item 2 where and if applicable, and signing and dating the Form at the bottom. By doing so you will be certifying that the taxpayer identification number provided on Substitute Form W-9 is correct and that (1) you have not been notified by the Internal Revenue Service that you are subject to backup withholding as a result of failure to report all interest or dividends or (2) you have been notified by the Internal Revenue Service that you are no longer subject to backup withholding.

Certain persons (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, that securityholder must submit to the Exchange Agent a statement, signed under penalties of perjury, attesting to that individual's exempt status. Such statements can be obtained from the Exchange Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9" for additional instructions.

What Number to Set Forth

You should provide the social security number (if an individual) or employer identification number of the record owner(s) of Common Stock and/or Options in the space provided on the Form. If Common Stock and/or Options are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number (TIN) on Substitute Form W-9" for additional guidelines on which number to report.

SUBSTITUTE
Form W-9
Department of the Treasury
Internal Revenue Service

Payor's Request for Taxpayer Identification Number ("TIN") For All Accounts

Enter your taxpayer identification number on the appropriate line. For most individuals, this is your Social Security number. If you do not have a number, see "How to Obtain a TIN" in the enclosed Guidelines.

Note: If the account is in more than one name, see the chart on page 1 of the enclosed Guidelines as to which number to give the payor.

Social Security Number
or Employer Identification Number

_____

If you do not have a TIN, but are awaiting one, write "Applied For" in the space above for the TIN and sign and date below.

Certification — Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions — You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (2). (Also see the enclosed Guidelines.)

SIGNATURE _____

DATE: _____, 2005

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that until I provide a taxpayer identification number, 28% of any payments made to me may be withheld until I provide a number.

_____ _____
SIGNATURE *DATE*

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY IN CERTAIN CIRCUMSTANCES RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU WITH RESPECT TO THE SHARES AND/OR OPTIONS SURRENDERED. IF YOU WROTE "APPLIED FOR" IN THE SPACE FOR THE TIN ABOVE, YOU MUST PROVIDE THE EXCHANGE AGENT YOUR TAXPAYER IDENTIFICATION NUMBER PRIOR TO RECEIVING PAYMENT IN ORDER TO AVOID BACKUP WITHHOLDING.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER (TIN) ON SUBSTITUTE FORM W-9

Guidelines For Determining The Proper Name And Identification Number to Give The Payer. Social security numbers (SSNs) have nine digits separated by two hyphens: *i.e.*, 000-00-0000. Employer identification numbers (EINs) have nine digits separated by only one hyphen: *i.e.*, 00-0000000. The table below will help determine the name and number to give the requestor. All "section" references are to the Internal Revenue Code of 1986, as amended.

For this type of account:	Give name and SSN of:	For this type of account:	Give name and EIN of:
1. Individual	The individual	6. A valid trust, estate or pension trust	The legal entity (4)
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account (1)	7. Corporation or LLC electing corporate status on Form 8832	The corporation
3. Custodian account of a minor (Uniform Gifts to Minors Act)	The minor (2)	8. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
4. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee (1)	9. Partnership or multi-member LLC	The partnership
b. So-called trust account that is not a legal or valid trust under State law	The actual owner (1)	10. A broker or registered nominee	The broker or nominee
5. Sole proprietorship or single-owner LLC	The owner (3)	11. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's SSN.

(3) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or your EIN (if you have one).

(4) List first and circle the name of the legal trust, estate or pension trust. Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

How To Obtain A TIN

If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

Payees Exempt From Backup Withholding

The following is a list of payees specifically exempted from backup withholding:

(1) An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
(2) The United States or any of its agencies or instrumentalities.
(3) A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
(4) A foreign government or any of its political subdivisions, agencies or instrumentalities.
(5) An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

(6) A corporation.
(7) A foreign central bank of issue.
(8) A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
(9) A futures commission merchant registered with the Commodity Futures Trading Commission.
(10) A real estate investment trust.
(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.
(12) A common trust fund operated by a bank under section 584(a).
(13) A financial institution.
(14) A middleman known in the investment community as a nominee or custodian.
(15) A trust exempt from tax under section 664 or described in section 4947.

Exempt payees described at left should file Substitute Form W-9 to avoid possible erroneous backup withholding. FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the payer a completed Form W-8, Certificate of Foreign Status.

Privacy Act Notice

Section 6109 requires you to provide your correct TIN to persons who must file information with the IRS to report interest, dividends and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your return. The IRS may also provide this information to the Department of Justice for criminal and civil litigation and to cities, states and the District of Columbia to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28 percent of taxable interest, dividend and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

Penalties

(1) Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
(2) Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis which results in no backup withholding, you are subject to a $500 penalty.
(3) Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
(4) Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

EXHIBIT D

EXHIBIT D

FORM OF LOST CERTIFICATE AFFIDAVIT

SunTrust Bank

Value: $
Prem: $

AFFIDAVIT OF LOSS AND INDEMNITY AGREEMENT

STATE OF _____)
)SS
COUNTY OF _____)

DEPONENT (Please Print or Type Name): _____

Is of legal age and resides at: _____
_____

Home Telephone: _____ Work Telephone: _____
Driver's License #: _____ Occupation: _____
Employer: _____

Deponent is the owner of or is acting in a representative or fiduciary capacity with respect to certain securities (describe the type of security, identification number and number or face value):

(hereinafter collectively called the "ORIGINAL"),
ISSUED BY: «Company»

(hereinafter called the "ISSUING CORPORATION"),
IN THE NAME OF:

The original was acquired by the Deponent on or about _____, 19 ____ and was lost, stolen or destroyed on or about _____, 19 ____ under the following circumstances (STATE THE CIRCUMSTANCES IN DETAIL)

_____
_____

The original (WAS / WAS NOT), circle one, endorsed. (If ENDORSED, describe the form of endorsement and state whether signature was guaranteed.

_____
_____

Deponent has made or caused to be made a diligent search for the Original and has been unable to find or recover same, and that deponent was the unconditional owner of the original at the time of loss, and is entitled to the full and exclusive possession thereof; that neither the original nor the rights of deponent herein have, in whole or part, been assigned, transferred, hypothecated, pledged or otherwise disposed of, in any manner whatsoever and that no person, firm or corporation other than the deponent has any right, title, claim, equity or interest in, to, or respecting original or the proceeds thereof.

Deponent makes the affidavit and agreement of indemnity for the purpose of inducing the issuing corporation and its agents to issue new securities in substitution for the original and SAFECO INSURANCE COMPANY OF AMERICA to assume liability in respect thereof under it Lost Security Blanket Bond No. 5737600

Deponent agrees that if said original should ever come into deponent's hands, custody or power, deponent will immediately and without consideration surrender original to issuing corporation, its transfer agents, subscription agents, trustees or SAFECO INSURANCE COMPANY OF AMERICA for cancellation.

MUST BE COMPLETED WHEN MARKET VALUE EXCEEDS $50,000

Deponent represents that he owns real estate Valued at: $ _____
Mortgage: $ _____

CASH/SECURITIES: $ _____
SALARY: $ _____
OTHER INVESTMENTS: $ _____
EST. NET WORTH: $ _____
BANK #1 (NAME): _____
CITY: _____
ACCT #: _____
BAL: $ _____
BANK #2 (NAME): _____
CITY: _____
ACCT #: _____
BAL: $ _____

(Deponent certifies that the above is true and authorizes confirmation of bank balances and other information in the affidavit)

Deponent agrees, in consideration of SAFECO INSURANCE COMPANY OF AMERICA assuming liability or liability attaching under its Indemnity bond in favor of the Issuing Corporation and its agents, the undersigned (jointly and severally, if more than one) hereby agree at all times to indemnify and save harmless SAFECO INSURANCE COMPANY OF AMERICA from and against any and all liabilities, losses damages, judgments, costs, charges, counsel fees and expenses of every nature and character which they may sustain or incur by reason or on account of assuming liability or liability attaching under its indemnity Bond.

(IN ORDER TO PROCESS THESE AFFIDAVITS, NOTARIZED SIGNATURES ARE REQUIRED)

signed, sealed and delivered by deponent this _____ day of _____, 19 _____.

_____
SIGNATURE OF DEPONENT

_____
SOCIAL SECURITY# OR TAX I.D. #

NOTARY PUBLIC

STATE OF_____)
)SS
COUNTY OF _____)

Subscribed and sworn to before me

_____
Notary Public Date Appeared

Notary seal or stamp along with date of Commission must be affixed hereto.

Expiration
Date: _____

_____
SIGNATURE OF DEPONENT

_____
SOCIAL SECURITY# OR TAX I.D.#

NOTARY PUBLIC

STATE OF _____)
)SS
COUNTY OF _____)

Subscribed and sworn to before me

_____
Notary Public Date Appeared

Notary seal or stamp along with date of Commission must be affixed hereto.

Expiration
Date: _____

EXHIBIT E

Wachovia Bank, N.A.
FL0172
1201 North Monroe Street
Tallahassee, FL 32303

WACHOVIA

December 8, 2005

GTO, Inc.
3121 Hartsfield Road
Tallahassee, FL 32303

RE: 01/3669349782

Gentlemen:

Per your request, I am providing you with payoff information for the commercial loan your company has with Wachovia. The following information is effective as of 12/08/05.

Bank/Obligor #01/3669349781, Obligation 42, Per Diem $449.28

Principal amount due	$2,857,924.18
Interest amount due	$7,637.76
Late fee	$0.00
Prepayment Penalty Amt	$0.00
Total Amount Due	$2,856,561.94

The loan accrues interest at the per diem rate, each day after 12/08/05 and until the date we receive payoff. Please note that the quoted payoff amounts are subject to change pending any unprocessed monetary transactions on the loan, change in the interest rate, default in payment, outstanding legal expenses, or any prepayment penalties listed on the loan documentation.

The total amount due above includes all costs and expenses incurred, or to be incurred, in connection with preparing, executing and recording all of the necessary releases and discharges of all liens and encumbrances on GTO's assets, including without limitation, the mortgage on the real property and the UCC financing statements covering the assets of GTO.

If you are an auto-debit customer and Wachovia does not receive your payment by your scheduled auto-debit payment date, then the payoff amount in this letter could be affected.

The most recent payment posted to this account was on 11/21/05 in the amount of $22,079.16.

The funds must be receive by us before 2:00 p.m. EST, and must be in the form of a bank check, certified funds or wire transfer. An attorney's trust check is also acceptable.

Wachovia's address for payment is:

Wachovia Bank, N.A.
Attn: Payment Processing
NC-6885 Linden Center
100 North Main Street
Winston-Salem, NC 27101

Upon Wachovia's receipt of the total amount due above, and confirmation from the Wachovia Derivatives Group that GTO's derivative transaction has been terminated, Wachovia agrees to prepare, execute and record any and all releases and discharges necessary to remove, release and discharge all of its encumbrances and liens on GTO's assets, including, without limitation to mortgage discharge in the form attached hereto as Exhibit A and the UCC-3 termination releasing a UCC-1 original filing #200304131642.

If you have questions regarding this information or require addition assistance, please contact me at 850/425-6005.

Sincerely,

Frank E. Jameson
Area President

Wachovia Bank, N.A.
FL0172
1201 North Monroe Street
Tallahassee, FL 32303

WACHOVIA

December 8, 2005

GTO, Inc.
3121 Hartsfield Road
Tallahassee, FL 32303

RE: 01/3669349782

Gentlemen:

Per your request, I am providing you with payoff information for the commercial loan your company has with Wachovia. The following information is effective as of 12/08/05.

Bank/Obligor #01/3669349781, Obligation 83, Per Diem $550.03

Principal amount due	$2,423,223.86
Interest amount due	$5046.95
Late fee	$0.00
Prepayment Penalty Amt	$0.00
Total Amount Due	$2,428,270.81

The loan accrues interest at the per diem rate, each day after 12/08/05 and until the date we receive payoff. Please note that the quoted payoff amounts are subject to change pending any unprocessed monetary transactions on the loan, change in the interest rate, default in payment, outstanding legal expenses, or any prepayment penalties listed on the loan documentation.

The total amount due above includes all costs and expenses incurred, or to be incurred, in connection with preparing, executing and recording all of the necessary releases and discharges of all liens and encumbrances on GTO's assets, including without limitation, the mortgage on the real property and the UCC financing statements covering the assets of GTO.

If you are an auto-debit customer and Wachovia does not receive your payment by your scheduled auto-debit payment date, then the payoff amount in this letter could be affected.

The most recent payment posted to this account was on 12/02/05 in the amount of $23,000.00.

The funds must be receive by us before 2:00 p.m. EST, and must be in the form of a bank check, certified funds or wire transfer. An attorney's trust check is also acceptable.

Wachovia's address for payment is:

Wachovia Bank, N.A.
Attn: Payment Processing
NC-6885 Linden Center
100 North Main Street
Winston-Salem, NC 27101

Upon Wachovia's receipt of the total amount due above, and confirmation from the Wachovia Derivatives Group that GTO's derivative transaction has been terminated, Wachovia agrees to prepare, execute and record any and all releases and discharges necessary to remove, release and discharge all of its encumbrances and liens on GTO's assets, including, without limitation to mortgage discharge in the form attached hereto as Exhibit A and the UCC-3 termination releasing a UCC-1 original filing #200304131642.

If you have questions regarding this information or require addition assistance, please contact me at 850/425-6005.

Sincerely,

Frank E. Jameson
Area President

EXHIBIT F

AUSLEY & MCMULLEN
ATTORNEYS AND COUNSELORS AT LAW
227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

December 9, 2005

Linear LLC
TFM Merger Sub, Inc.
2055 Corte Del Nogal
Carlsbad, California 92011

RE: GTO, Inc.

Ladies and Gentlemen:

We have acted as counsel to GTO, Inc. a Florida corporation (**"GTO"**), in connection with the preparation, execution and delivery of the Agreement and Plan of Merger, by and among GTO, Linear LLC (**"Linear"**), TFM Merger Sub, Inc. (**"Merger Sub"**), certain shareholders of GTO, and Dennis E. Williams as Shareholders' Representative, dated December 9, 2005 (the **"Merger Agreement"**). This opinion is rendered to you pursuant to Section 3.8(a)(ix) of the Merger Agreement and is given with the consent of GTO. Capitalized terms not otherwise defined in this opinion have the definitions set forth in the Merger Agreement.

We have examined copies of: (a) the executed Merger Agreement, but we have not examined or investigated any of the documents or matters identified in the Schedules to the Merger Agreement, except we have examined (but not investigated) Schedules 4.1(b), 4.1(c), 4.3(b), 4.4, 4.6, 4.8, 4.9(b), and 4.24 of the Merger Agreement, (b) the executed Escrow Agreement, and (c) the executed Articles of Merger (collectively the **"Transaction Documents"**). We advise you that we were not present when any of the Transaction Documents were signed and we are relying entirely on the email representations from King & Spalding, together with the Corporate Certificate of GTO, about the genuineness of the signatures on each document. We render no opinion on any of the exhibits to the Merger Agreement except for the Escrow Agreement and the Articles of Merger.

We have examined the following books, records, and contracts of GTO as accessed on December 1, 2005 from the King & Spalding Secure Client Extranet for GTO, Inc. (the **"Extranet"**), all of which have been certified to us by the Secretary of GTO as having been executed:

1. Articles of Incorporation of GTO dated July 19, 1999 and filed with the Florida Secretary of State on July 19, 1999, as amended by the Articles of Amendment dated October 1, 1999 and filed with the Florida Secretary of State on October 4, 1999. (collectively **"Articles of Incorporation"**).

2. Articles of Merger of GTO, Inc. with and into GTONewco, Inc. dated August 18, 1999, and filed with the Florida Secretary of State on September 20, 1999, effective October 1, 1999.

3. Bylaws of GTONewco, Inc. (undated), which are attached to the Certificate of GTO which, in turn, is attached to this opinion letter as Exhibit "1" (the **"Bylaws"**).

4. Shareholder Agreement by and between GTONewco, Inc. and the shareholders dated July 20, 1999 (**"Shareholder Agreement"**).

5. The minutes for the Board of Directors meeting held on November 22, 2005.

6. Resolutions Adopted by the GTO Board of Directors at a Meeting held on December 7, 2005.

7. Action of the Shareholders of GTO, Inc. Taken by Written Consent in lieu of a Meeting, dated December 9, 2005.

8. GTO, Inc. Secretary's Certificate dated December 9, 2005.

In addition, we have examined the following books, records, and contracts of GTO which have been furnished to us by GTO:

1. A copy of GTO's book labeled "GTO Board Minutes 1/1999."

2. The original stock ledger book labeled "GTO, Inc. Stock Certificates Starting 3/15/2001 When Resissued Under Name of GTO, Inc." of GTO.

In rendering the following opinions, we have relied, with your approval, as to factual matters that affect our opinions, solely on our examination of documents located on the Extranet to the extent listed above, on the documents furnished to us by GTO to the extent listed above, and on the following documents, and we have made no independent verification of the facts asserted to be true in those documents:

1. The certificate of GTO which is attached as Exhibit "1."

2. The facts asserted to be true in the Transaction Documents.

3. The certificate of the Florida Secretary of State dated December 1, 2005 regarding the "good standing" status of GTO.

4. GTO's Articles of Incorporation as certified by the Florida Secretary of State on December 1, 2005.

We have not examined or investigated any documents or matters except as set forth in the preceding paragraphs.

This opinion has been prepared and is to be construed in accordance with Part I of the Reports on Standards for Opinions of Florida Counsel of the Special Committee on Opinion Standards of the Florida Bar Business Law Section updated September 4, 1998 (the **"Report"**). The Report is incorporated by reference in this opinion.

We render the opinions set forth herein as members of the Bar of the State of Florida. We express no opinion as to: (i) the laws of any jurisdiction other than the laws of the State of Florida, (ii) the federal law of the United States, (iii) the excluded areas of law set forth in the Report, or (iv) state tax laws, state labor and employment laws, zoning laws, and state laws concerning patents, trademarks, and copyrights. Our opinions are limited to those matters expressly set forth in this letter. No opinion is implied or may be inferred beyond the matters expressly stated in this letter.

In addition to the assumptions set forth in the Report, with your permission, we have made the following assumptions:

1. We have relied on the "presumption of regularity and continuity" with respect to GTO's books and records, and have therefore assumed:

   (a) The shares of GTO were issued for value and were issued pursuant to proper authority.

   (b) All corporate proceedings through December 31, 1999 (including without limitation GTO's exchange of stock and merger in 1999) were properly taken and performed in accordance with applicable law.

2. The Articles of Merger will be filed within one (1) business day after the Merger Agreement is executed.

3. The Notice of Actions Taken by Shareholders' Written Consent, Appraisal Notice and Form for Shareholders, in the form attached as Exhibit "2" (without attachments), and all attachments listed therein, will be completed and sent to those shareholders who have not consented in writing to the Merger Agreement: (a) within ten (10) days after obtaining the Executing Shareholders' written consent and (b) not earlier than the date the Merger becomes effective and not later than ten (10) days after such date.

4. Each non-dissenting shareholder will sign a Letter of Transmittal which contains a valid and enforceable appointment of the Shareholder's Representative as the attorney-in-fact for each such shareholder.

5. The failure to file the schedules to the Merger Agreement, with the Florida Secretary of State as part of the Articles of Merger and Plan of Merger being filed in that office, will not affect its status as a proper plan of merger under Section 6.07.1101, Florida Statutes. The foregoing assumption applies only to our opinions in Paragraphs 6 and 8 on pages 5-6 of this letter.

Based on the foregoing, and subject to the qualifications, limitations, and assumptions set forth in this letter and in the Report, we are of the opinion that:

1. GTO has been incorporated under the Florida Business Corporation Act and its status is active. GTO has the corporate power: (a) to conduct its business, (b) to execute and deliver each of the Transaction Documents to which it is a party, and (c) to perform its obligations under each of the Transaction Documents to which it is a party.

2. Immediately prior to the Closing, GTO's authorized capitalization consists of 2,000,000 shares of common shares, $0.001 par value, of which 516,890 common shares are issued and outstanding. The 516,890 common shares which are issued and outstanding are referred to as the **"Shares."** The Shares are fully paid and non-assessable. The Shares are not subject to any preemptive rights created by statute, or by GTO's Articles of Incorporation or Bylaws, each as in effect immediately prior to the Effective Time, or by an agreement known to us to which GTO is a party or may be bound immediately prior to the Effective Time. To our knowledge, there are no options, warrants, calls, rights, commitments, conversion rights or agreements of any character to which GTO is a party or by which GTO is bound obligating GTO to issue, deliver or sell, or cause to be issued, delivered or sold, any shares of its capital stock or securities convertible into or exchangeable for shares of its capital stock, or obligating GTO to grant, extend or enter into any such option, warrant, call, right, commitment, conversion right or agreement, except as disclosed in the Merger Agreement and the Disclosure Schedules attached thereto.

3. The Merger Agreement has been approved by all necessary action on the part of GTO's shareholders. With your permission, we have made no independent investigation of the foregoing sentence, but we have relied solely on the Certificate of GTO stating the Merger Agreement has been approved by GTO's shareholders who own a majority of the Shares.

4. GTO has authorized the execution, delivery and performance of the Transaction Documents by all necessary corporate action. The Transaction Documents have been executed and delivered by GTO. Subject to the limitations contained in the next paragraph, the Merger Agreement is a valid and binding obligation of GTO enforceable against GTO under the law of Florida.

Our opinion concerning the validity, binding effect and enforceability of the Merger Agreement means that: (i) the Merger Agreement constitutes an effective contract under applicable law, (ii) the Merger Agreement is not invalid in its entirety because of a specific

statutory prohibition or public policy and is not subject in its entirety to a contractual defense, and (iii) subject to the last sentence of this paragraph, some remedy is available if GTO is in material default under the Merger Agreement. This opinion does not mean that: (i) any particular remedy is available upon a material default, or (ii) every provision of the Merger Agreement will be upheld or enforced in any or each circumstance by a court. Furthermore, the validity, binding effect and enforceability of the Merger Agreement may be limited or otherwise affected by: (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statutes, rules, regulations or other laws affecting the enforcement of creditors' rights and remedies generally, and (ii) the unavailability of, or limitation on the availability of, a particular right or remedy (whether in a proceeding in equity or at law) because of an equitable principle or a requirement as to commercial reasonableness, conscionability or good faith.

5. The execution and delivery of the Merger Agreement by GTO, the performance by GTO of its obligations under the Merger Agreement and the exercise by GTO of the rights created by the Merger Agreement: (i) do not violate GTO's Articles of Incorporation or Bylaws, except for Article IX of the Articles of Incorporation and Article X of the Bylaws; (ii) to our knowledge, do not violate a judgment, degree or order of any court or administrative tribunal, which judgment, degree or order is binding on GTO or its assets; or (iii) do not violate any Florida law, rule, or regulation, provided that all amendments in Sections 8.11 and 8.12 of the Merger Agreement are made in accordance with Section 607.1103, Florida Statutes. With respect to clause (ii) of this paragraph and with your permission, we have made no independent investigation of any court or administrative tribunal records with respect to any action, proceeding, or investigation and we have relied solely on the certificate of GTO.

6. Except for filing the Articles of Merger with the Department of State as contemplated by the Merger Agreement and as required by the provisions of Florida statutes (which filing will include the Merger Agreement with exhibits but without the schedules), no notice, report or other filing or registration with, and no consent, approval or authorization of, any Florida governmental authority is required to be submitted, made or obtained in connection with the execution, delivery and performance of the Merger Agreement on behalf of GTO which, if not obtained, could have a materially adverse impact on the transaction contemplated by the Merger Agreement.

7. To our knowledge, there is no action, proceeding or investigation pending against GTO before any court or administrative agency that questions the validity of the Merger Agreement. With your permission, we have made no independent investigation of any court or administrative agency records with respect to any action, proceeding, or investigation and we have relied solely on the certificate of GTO.

8. The Merger will become effective upon filing of the Articles of Merger with the Florida Secretary of State (which filing will include the Merger Agreement with exhibits but without the schedules) and assuming Linear and Merger Sub have complied with all

requirements of applicable law in the Merger Agreement and related agreements necessary to effect the Merger.

This letter represents our opinion concerning how each legal issue addressed herein would be resolved were it to be considered by the highest court of Florida. The manner in which any particular issue would be treated in any actual court case would depend in part on facts and circumstances particular to the case, and our opinions are not a guarantee of an outcome of any legal dispute that may arise with regard to the Transaction Documents.

This opinion is furnished to you by us as counsel for GTO and is solely for your benefit, and is rendered solely in connection with the transaction to which this opinion relates. This opinion may be relied upon only in connection with this transaction and may not be relied upon by any other person without our written consent.

The opinions expressed shall be effective only as of the date of this letter. We do not assume any responsibility for updating this opinion as of any date subsequent to the date of this letter, and we assume no responsibility for advising you of any changes with respect to any matters described in this letter that may occur subsequent to the date of this letter, whether such changes result from events occurring subsequent to the date of this letter or from the discovery subsequent to the date of this letter of factual information not previously known to us pertaining to events occurring prior to the date of this letter.

Sincerely,

AUSLEY & McMULLEN, P.A.

By: _____
Emily S. Waugh
For the Firm

ESW/jg

EXHIBIT G

Direct: +1.561.650.7232
BWeiss@ssd.com

December 9, 2005

GTO, Inc. and
Those GTO Shareholders who are
Parties to the Merger Agreement
c/o Dennis E. Williams
2191 Miller Landing Road
Tallahassee, FL 32312-9000

Ladies and Gentlemen:

We have acted as counsel to Linear LLC, a California limited liability company ("Linear"), and TFM Merger Sub, Inc., a Florida corporation (the "Company"), in connection with the preparation, execution, and delivery by Linear and the Company of the Agreement and Plan of Merger dated as of December 9, 2005 by and among Linear, Company, GTO, Inc., a Florida corporation ("GTO"), certain Shareholders of GTO and Dennis E. Williams, as Shareholder Representative (the "Agreement").

Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement. This opinion is being furnished to you pursuant to Section 3.9(j) of the Agreement.

I. Basis of Opinions

In rendering the opinions set forth herein, we have examined and relied solely on the following documents (the "Reviewed Documents"), and except for our examination of the Reviewed Documents we have made no independent inquiry as to the facts asserted to be true and correct in the Reviewed Documents and our opinions are qualified in all respects by the scope of such document examination:

(a) An executed copy of the Agreement (attached hereto as Exhibit 1);

(b) The Articles of Incorporation of the Company certified by the Florida Department of State as of December 7, 2005 (attached hereto as Exhibit 2);

(c) The Bylaws of the Company, certified as true and complete by the Secretary of the Company (attached hereto as Exhibit 3);

(d) A Certificate of Good Standing of the Company, dated December 9, 2005 and issued by the Florida Department of State (attached hereto as Exhibit 4);

(e) The Articles of Conversion of Linear certified by the Secretary of State of California as of July 13, 2005 (attached hereto as Exhibit 5);

(f) The Operating Agreement of Linear dated December 22, 2003 (attached hereto as Exhibit 6);

(g) A confirmation of the active status of Linear, issued by the Secretary of State of California on December 2, 2005;

(h) A Certificate of the Secretary of the Company (attached hereto as Exhibit 7) with respect to (i) the incumbency and specimen signatures of the officers of the Company executing the Agreement on behalf of the Company; (ii) the Articles of Incorporation of the Company; (iii) the Bylaws of the Company; and (iv) the resolutions of the Board of Directors of the Company approving the transactions contemplated pursuant to the Agreement; and

(i) A Certificate of the Secretary of Linear (attached hereto as Exhibit 8) with respect to (i) the resolutions of the sole member of Linear approving the transactions contemplated pursuant to the Agreement; (ii) the Operating Agreement of Linear.

In rendering the opinions set forth herein we have assumed, without any independent investigation: (i) the accuracy and completeness of all documents that we have reviewed; (ii) the genuineness of all signatures contained in, and the authenticity of, the documents submitted to us as originals; (iii) the conformity to authentic original documents of all documents submitted to us as certified, conformed or reproduced copies; (iv) that all individuals executing documents individually or on behalf of any of the parties thereto are in fact the individuals they purport to be; and (v) the legal capacity of all natural persons.

Except to the extent we specifically and expressly opine on any such matters in this opinion, in our examination of the Reviewed Documents and in rendering the following opinions we have assumed without any investigation, except as specifically indicated herein, and with your consent (and in addition to the assumptions contained elsewhere in this opinion) and we express no opinion regarding, each of the following: (a) that all parties to the Agreement (other than Linear and the Company) are duly organized, validly existing and in good standing in the jurisdictions in which they were organized and all parties to the Agreement are duly qualified to transact business as foreign corporations and that each is in good standing in the jurisdictions in which the ownership of its properties or the conduct of its business requires such qualification; (b) the due authorization, execution and delivery of the Agreement by the parties thereto (other than Linear and the Company); (c) the full legal power and authority to execute and deliver and to perform their respective obligations under the Agreement of the parties thereto (other than Linear and the Company); (d) that the Agreement constitutes the legal, valid and binding obligation of the parties

thereto (other than Linear and the Company) enforceable in accordance with their respective terms against each of them; (e) that the Agreement has not been modified, supplemented or subject to any waiver unless we heretofore have received actual knowledge thereof; (f) that the conduct of each of the parties to the Agreement (other than Linear and the Company) has complied with, and the transactions to be effected pursuant to the Agreement will comply with, all standards of good faith, fairness, public policy and conscionability required by law; (g) that sufficient consideration has been received by each of the parties to the Agreement in respect of their respective obligations thereunder; (h) the constitutionality and validity of all relevant laws, regulations and agency actions unless a reported case has otherwise held; (i) that there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Agreement; (j) that there has been no mutual mistake of fact or misunderstanding, fraud, duress or undue influence relating to the matters which are the subject of such opinions; (k) the fulfillment of and timely compliance by the parties thereto with all the terms and conditions of the Agreement; (l) the truthfulness of each statement as to all factual matters contained in the Agreement which is not otherwise known by us to be untrue; (m) the accuracy on the date of this opinion, as well as on the date stated on all governmental certifications, of each statement as to each factual matter contained in such governmental certifications; (n) that all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies constituting the law for which we are assuming responsibility are published and accurately accessible through the legal publishers, databases and other research services on which we customarily rely; (o) that in choosing to have the Agreement governed by the laws of the State of Florida, the parties were acting in good faith and did not make the choice for the purpose of avoiding or evading the laws of any other jurisdiction; and (p) that there was no misrepresentation, omission or deceit by any person in connection with the execution, delivery or performance of any of the documents referred to herein or any of the transactions contemplated by such documents.

We have assumed that each of the addressees of this opinion have received all documents which it was entitled to receive under the Agreement.

II. Opinions

Based solely on and in reliance upon the foregoing and subject to the other limitations, exceptions, assumptions and qualifications set forth herein, we are of the opinion that:

1. (a) The Company is a Florida corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida, with the requisite corporate power and authority under such laws to execute, deliver and perform the Agreement.

(b) Linear is a California limited liability company, duly formed, validly existing and in good standing under the laws of the State of California, with the requisite limited liability power and authority under such laws to execute, deliver and perform the Agreement.

2. The execution, delivery and performance of the Agreement and the consummation of the transactions contemplated thereby have been duly and validly authorized by all necessary limited liability company action of Linear and all necessary corporate action of the Company and the Agreement has been duly executed and delivered by each of Linear and the Company.

3. The Agreement constitutes a legal, valid, and binding agreement of each of Linear and the Company, enforceable against each of Linear and the Company in accordance with its terms.

4. The execution and delivery of the Agreement and the consummation by Linear of the transactions contemplated in the Agreement will not conflict with or constitute a breach or violation of any of the terms or provisions of, or constitute a default under, the Articles of Organization of Linear, the Operating Agreement of Linear or the California Limited Liability Company Act, or any rule or regulation which, to our knowledge, has been promulgated thereunder by any California governmental agency or body having jurisdiction over Linear.

5. The execution and delivery of the Agreement and the consummation by the Company of the transactions contemplated in the Agreement will not conflict with or constitute a breach or violation of any of the terms or provisions of, or constitute a default under, the Articles of Incorporation or Bylaws of the Company, the Florida Business Corporation Act, or any rule or regulation which, to our knowledge, has been promulgated thereunder by any Florida governmental agency or body having jurisdiction over the Company.

III. Limitations, Exceptions and Qualifications

The opinions set forth above are subject to the following limitations, qualifications, and exceptions:

A. We have assumed the correctness of and relied upon, and we do not express any opinion with respect to, any factual information contained in the Agreement or otherwise disclosed to or by the Company or Linear.

B. We express no opinion with respect to any law, rule, or regulation of the United States of America or any state or other jurisdiction regarding bankruptcy or insolvency.

C. Our opinion concerning the legality, validity, binding effect and enforceability of the Agreement means that (i) the Agreement constitutes an effective contract under that law, (ii) the Agreement is not invalid in its entirety because of a specific statutory prohibition or public policy and is not subject in its entirety to a contractual defense, and (iii) subject to the last sentence of this paragraph, some remedy is available if the Company or Linear, as applicable, is in material default under the Agreement, which remedy we believe would be adequate for the practical realization of the benefits provided by the Agreement. This opinion does not mean that any particular remedy is available upon a material default, or that every provision of the Agreement will be upheld or enforced in any or each circumstance. Furthermore, the legality, validity, binding effect and enforceability of the Agreement may

be limited or otherwise affected by, and we express no opinion as to the enforceability of any provision of the Agreement to the extent such provision may be subject to, or affected by applicable bankruptcy, insolvency or moratorium laws or state or federal laws affecting the rights and remedies of creditors generally (including without limitation, fraudulent transfer laws) or equitable principles, whether applied by a court of law or equity or in arbitration, including, without limitation, the duty to act in good faith, or the applicability of concepts of materiality, reasonableness, good faith and fair dealing.

D. We express no opinion on the enforceability of rights and remedies set forth in the Agreement to the extent such rights or remedies may be limited or determined by a court of competent jurisdiction or other tribunal as unconscionable as a matter of law or contrary to public policy, or limiting the availability of a remedy under certain circumstances where another remedy has been elected.

E. The availability of the remedies of specific performance and injunctive relief, as well as other equitable remedies, whether sought in a proceeding in equity or at law, is subject to the discretion of the court or other tribunal, including an arbitral tribunal before whom the proceeding shall have been brought and to public policy restrictions.

F. The enforceability of any indemnification, contribution, hold harmless or exculpation clauses may be limited by applicable federal and state securities laws and general principles of public policy.

G. We express no opinion with respect to the enforceability of provisions that purport to prevent oral modification or waivers.

H. We express no opinion as to the enforceability of any provision in the Agreement which may (i) purport to preclude the modification thereof through conduct, custom or course of performance, action or dealing, (ii) purport to require the payment or reimbursement of fees, costs, expenses or other amounts that are unreasonable in nature or amount or may be deemed to be a penalty, (iii) purport to bind third parties who are not parties thereto, (iv) purport to assign or convey any agreement, contract or right which by its terms may not be assigned without the consent of a third party if such consent is not obtained, (v) provide that a failure to exercise any right, remedy or option shall not operate as a waiver or that selection of a remedy will not limit another remedy, (vi) purport to establish methods for the service of process which are not permitted pursuant to applicable law, (vii) waive any right to trial by jury, (viii) waive or affect any rights to notices or vaguely or broadly stated rights or future rights, (ix) establish severability provisions, (x) restrict access to legal or equitable redress or otherwise require submission to the jurisdiction of the courts or tribunals, including arbitral tribunals, of a particular state where enforcement thereof is deemed to be unreasonable in light of the circumstances or waive any rights to object to venue or inconvenient forum, (xi) provide for specific performance or the appointment of a receiver, (xii) purport to establish evidentiary standards for suits or proceedings to enforce the Agreement, (xiii) provide for the reimbursement by the non-prevailing party of the prevailing party's legal fees and expenses, (xiv) provide that forum selection clauses are binding on the courts or tribunals, including arbitral tribunals in the forum selected, (xv) release, exculpate or exempt a party from, or require

indemnification of a party for, liability for its own actions or inactions, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct, (xvi) limit judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs, or limit or waive the requirement of posting a bond in any judicial proceeding, (xvii) deny a party which has materially failed to render or offer performance required by a contract the opportunity to cure that failure unless permitting a cure would unreasonably hinder the non-defaulting party from making substitute arrangements for performance, (xviii) purport to grant rights of setoff to parties which are not in privity of contract with the party against whom such setoff is sought or with whom such parties do not share an identity of obligations, (xix) purport to waive the rights of any party to seek a stay or other relief in any bankruptcy, insolvency or other action affecting the rights of creditors generally, (xx) purport to modify the terms of, or otherwise waive any party's right to assert any, applicable statute of limitations, or (xxi) purport to waive the rights of any party with respect to rules of construction.

I. We note that the provisions of Sections 8.11 and 8.12 of the Agreement are inconsistent with the provisions of Section 607.1103, Florida Statutes, insofar as they relate to actions of the Shareholders' Representative.

J. We have made no examination and therefore express no opinion whether the connections of the parties to the Agreement with the State of Florida are sufficient to support such parties' choice of Florida law as set forth in the Agreement.

J. All opinions expressed herein are subject to paragraph III.B. above, and are based on and limited to Florida law, the California Limited Liability Company Act, and, to the extent applicable, US Federal law, as of the date hereof, and the facts presented to us. We express no opinion herein as to any other laws, statutes, ordinances, rules or regulations. As used herein, "Florida law" means the statutes and constitution of the State of Florida and reported judicial decisions interpreting those laws and "Federal law" means the statutes and constitution of the United States of America and reported judicial decisions interpreting those laws (except in each case as otherwise excluded or qualified herein).

K. Nothing contained herein shall be construed as expressing any opinion regarding local statutes, ordinances, administrative decisions, or regarding the rules and regulations of counties, towns, municipalities or special political subdivisions (whether created or enabled through legislative action at the state or regional level), or regarding judicial decisions to the extent that they deal with any of the foregoing.

L. The opinions expressed herein are as of the date of this opinion, and we expressly disclaim any obligation to update or supplement our opinions to reflect any facts or circumstances which may come to our attention or any changes in law which may occur, even if they may affect or modify the opinions expressed herein.

M. The opinions in this letter are (i) limited to the matters stated herein and no opinions may be implied or inferred beyond the matters expressly stated herein and (ii) subject to applicable laws

respecting limitations of actions. We have not reviewed and express no opinion with respect to any document or instrument referred to in any of the Reviewed Documents with respect to which we opine. We have not assumed and expressly disclaim any obligation to advise the addressee beyond the opinions specifically expressed herein.

This opinion is rendered solely to you and is solely for your benefit in connection with the transactions described in the introductory paragraph to this letter and is not to be used, circulated, quoted, relied upon or otherwise referred to for any other purpose, nor relied upon by any other person, without our prior written consent.

Sincerely,

SQUIRE, SANDERS & DEMPSEY L.L.P.

EXHIBIT H

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), is made and entered into as of this 9th day of December, 2005, by and among LINEAR LLC, a California limited liability company (the "Acquiror"); DENNIS E. WILLIAMS, in his capacity as the Shareholders' Representative (the "Shareholders' Representative"); and SUNTRUST BANK, a Georgia banking corporation, as escrow agent (the "Escrow Agent"). The Acquiror, the Shareholders' Representative and the Escrow Agent are each referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND

A. The Acquiror, TFM Merger Sub, Inc., a Florida corporation and wholly owned subsidiary of the Acquiror ("Merger Sub"), GTO, Inc., a Florida corporation (the "Company"), the Shareholders' Representative and the shareholders of the Company set forth on the signature pages thereto have entered into an Agreement and Plan of Merger (the "Merger Agreement"), dated as of the date hereof, pursuant to which Merger Sub will merge with and into the Company (the "Merger") so that the separate corporate existence of Merger Sub shall cease and the Company will continue as the surviving corporation of the Merger.

B. The Acquiror and the Company have agreed to (i) establish an escrow fund pursuant to Section 3.7(a) of the Merger Agreement providing for the delivery of the aggregate sum of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) (the "Escrow Amount") of the Aggregate Preliminary Merger Consideration to the Escrow Agent on the date hereof, (ii) establish a special escrow fund pursuant to Section 3.7(b) of the Merger Agreement providing for the delivery of the aggregate sum of FOUR MILLION SIX HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS ($4,624,972) (the "Special Escrow Amount") of the Aggregate Preliminary Merger Consideration to the Escrow Agent on the date hereof, and (iii) establish a representative expenses escrow fund pursuant to Section 3.7(c) of the Merger Agreement providing for the delivery of the aggregate sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) (the "Representative Expenses Escrow Amount") of the Aggregate Preliminary Merger Consideration to the Escrow Agent on the date hereof.

C. The Shareholders' Representative is authorized to act as such under this Agreement pursuant to Section 8.12 of the Merger Agreement and all of his actions under this Agreement shall be on behalf of the Shareholders.

D. The Escrow Agent is willing to act as escrow agent under this Agreement.

AGREEMENT

In consideration of the premises and the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions; Construction.

Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Merger Agreement. Unless otherwise noted, references in this Agreement to Sections and Schedules shall be deemed references to Sections of, and Schedules to, this Agreement.

2. The Escrow Agent Appointment. The Acquiror and the Shareholders' Representative hereby appoint and designate SunTrust Bank as the Escrow Agent, to receive, hold, administer, invest and distribute the Escrow Fund (as hereinafter defined), the Special Escrow Fund (as hereinafter defined) and the Representative Expenses Escrow Fund (as hereinafter defined), together with all interest and other income earned thereon, in accordance with the terms of this Agreement. The Escrow Agent hereby accepts its appointment as the Escrow Agent and agrees to hold, administer, invest and disburse the Escrow Fund, the Special Escrow Fund and the Representative Expenses Escrow Fund, together with all interest and other income earned thereon, in accordance with the terms hereof.

3. Escrow Fund, Special Escrow Fund and Representative Expenses Escrow Fund.

3.1 Escrow Fund, Special Escrow Fund and the Representative Expenses Escrow Fund. Simultaneously with the execution of this Agreement, the Acquiror has delivered to the Escrow Agent by wire transfer of immediately available funds the Escrow Amount (such sum, as adjusted from time to time pursuant to the terms hereof, together with any interest or other income earned thereon being referred to herein as the "Escrow Fund"), the Special Escrow Amount (such sum, as adjusted from time to time pursuant to the terms hereof, together with any interest or other income earned thereon being referred to herein as the "Special Escrow Fund"), and the Representative Expenses Escrow Fund (such sum, as adjusted from time to time pursuant to the terms hereof, together with any interest or other income earned thereon being referred to herein as the "Representative Expenses Escrow Fund"). The Escrow Agent shall invest the Escrow Fund, the Special Escrow Fund and the Representative Expenses Escrow Fund in the name of the Shareholders' Representative and as instructed by the Shareholders' Representative in writing from time to time in (i) savings accounts with, repurchase agreements of, or certificates of deposit issued by, federally chartered banks or trust companies, the assets of which are at least $100,000,000 in excess of their liabilities, (ii) United States Treasury Bills (or an investment portfolio or fund investing only in United States Treasury Bills), (iii) commercial paper rated in the highest grade by a nationally recognized credit rating agency or (iv) the STI Classic U.S. Treasury Securities Money Market Fund (as long as such money market fund is rated AAA by a nationally recognized credit rating agency), with the income from such invested cash being held and disbursed by the Escrow Agent in accordance with the terms of this Agreement. The Parties agree that the income from such invested cash shall be recognized as income by the Acquiror for federal, state and local tax purposes. The Escrow Agent shall have no duty or responsibility with respect to the preparation or filing of any Federal or state tax return or report with respect to the Escrow Fund, the Special Escrow Fund or the Representative Expenses Escrow Fund or any earnings thereon. At or promptly following the execution and delivery of this Agreement, the Acquiror shall provide to the Escrow Agent a completed Form W-9.

3.2 Purposes of the Escrow Fund, the Special Escrow Fund and the Representative Expenses Escrow Fund.

(a) Subject to Section 7.1(f) of the Merger Agreement, the Special Escrow Fund shall be the primary remedy for (i) payment of the fair value of a Shareholder's Shares to any Shareholder who properly exercises Dissenters' Rights in the manner and pursuant to the procedures provided in Section 3.4(e) of the Merger Agreement and Article XIII of the FBCA and (ii) any claims, liabilities, obligations, damages, losses, costs, expenses, penalties, fines and judgments (at equity or at law, including statutory and common) and damages (including amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) of the Acquiror arising out of or relating to Dissenters' Rights claims ("Acquiror Dissenters' Costs"). The foregoing obligations in this paragraph (a) shall hereinafter be referred to, individually, as a "Special Escrow Claim" and, collectively, as "Special Escrow Claims."

(b) The Escrow Fund shall be (i) the sole and exclusive source of funds for satisfaction of any amounts payable to the Acquiror with respect to any Working Capital Deficit pursuant to Section 3.6 of the Merger Agreement, (ii) the sole and exclusive source of funds for satisfaction of any amounts payable by the Shareholders' Representative (on behalf of the Shareholders) or the Shareholders to the Auditor pursuant to Section 3.6 of the Merger Agreement, and (iii) the sole and exclusive source of funds for satisfaction of any amounts payable to Acquiror Indemnified Parties with respect to Acquiror Losses pursuant to Section 7.1(a) of the Merger Agreement and the primary source of funds for satisfaction of any amounts payable to Acquiror Indemnified Parties with respect to Acquiror Losses Pursuant to Sections 7.1(b), 7.1(c), 7.1(d), 7.1(e) and 7.1(g) of the Merger Agreement. The foregoing obligations in this paragraph (b) shall hereinafter be referred to, individually, as an "Escrow Claim" and, collectively, as "Escrow Claims."

(c) The Representative Expenses Escrow Fund shall be the primary source of funds for reimbursement of the Shareholders' Representative for its reasonable out-of-pocket expenses in connection with its duties under the Merger Agreement, this Agreement and any other agreements entered into in connection therewith or herewith pursuant to Section 8.12 of the Merger Agreement. The foregoing obligations in this paragraph (c) shall hereinafter be referred to, individually, as an "Expenses Escrow Claim" and, collectively, as "Expenses Escrow Claims."

(d) This Agreement shall not change or modify in any way the events or circumstances which give rise to the obligation to make any payments pursuant to the Merger Agreement but shall solely provide the Acquiror and the Shareholders' Representative funds therefor.

3.3 Disbursement of the Escrow Fund, the Special Escrow Fund and the Representative Expenses Escrow Fund.

(a) With respect to a Special Escrow Claim and the Special Escrow Fund:

(i) promptly following (A) the Acquiror's incurrence of any Acquiror Dissenters' Costs with respect to any Shareholder's exercise, or attempted exercise, of Dissenters' Rights, the Acquiror and the Shareholders' Representative shall deliver to the Escrow Agent a joint written certification (each, an "Acquiror Dissenters' Cost Certificate") as to the aggregate amount payable from the Special Escrow Fund to the Acquiror, provided that an Acquiror Dissenters' Cost Certificate with respect to any particular Shareholder shall be delivered to the Escrow Agent not more frequently than once per month, (B)(x) each delivery of a properly completed and duly executed Letter of Transmittal to the Exchange Agent by a Shareholder other than an Executing Shareholder or (y) each delivery of a duly executed waiver of Dissenters' Rights by a Shareholder (other than an Executing Shareholder or a Non-Dissenting Shareholder), the Acquiror and the Shareholders' Representative shall deliver to the Escrow Agent a joint written certification (each, a "Special Escrow Release Certificate") as to the aggregate amount payable from the Special Escrow Fund to the Exchange Agent, which shall be an amount equal to two times the product of (1) the Per Share Preliminary Merger Consideration multiplied by (2) the number of Shares held by the Shareholder delivering such Letter of Transmittal or waiver of Dissenters' Rights, (C) a settlement, a final written arbitration award or the entry of a final judgment by a court of competent jurisdiction with respect to any Dissenters' Rights claim (each, an "Appraisal Determination"), the Acquiror and the Shareholders' Representative shall deliver to the Escrow Agent a joint written certification (each, a "Dissenters' Release Certificate") as to the aggregate amount payable from the Special Escrow Fund to the Surviving Corporation (on behalf of such Shareholder), as set forth in such settlement, final award or final judgment, the aggregate amount payable from the Special Escrow Fund to the Acquiror in respect of any unpaid Acquiror Dissenters' Costs in respect of such Dissenters' Rights claim and the aggregate amount payable from the Special Escrow Fund to the Exchange Agent, which shall be an amount, if greater than zero, equal to (x) two times the product of (1) the Per Share Preliminary Merger Consideration multiplied by (2) the number of Shares held by the Shareholder asserting the Dissenters' Rights claim, less (y) the aggregate amount payable from the Special Escrow Fund to (1) the Surviving Corporation (on behalf of such Shareholder) and the Acquiror in respect of unpaid Acquiror Dissenters' Costs in respect of such Dissenters' Rights claim and (2) the aggregate Acquiror Dissenters' Costs previously paid to the Acquiror from the Special Escrow Fund with respect to such Shareholder, and (D) upon the earlier of (1) the delivery of properly completed and duly executed Letters of Transmittal or waivers of Dissenters' Rights or final Appraisal Determinations by all Shareholders (other than Executing Shareholders and Non-Dissenting Shareholders), (2) the expiration of the statute of limitations applicable to such Dissenters' Rights claims, and (3) the Release Date (as defined below), the Acquiror

and the Shareholders' Representative shall deliver to the Escrow Agent a joint written certification (the "Final Special Escrow Certificate") authorizing the payment of the balance of the Special Escrow Fund to the Exchange Agent, on behalf of the Shareholders; and

(ii) promptly following the receipt of an Acquiror Dissenters' Cost Certificate, a Special Escrow Release Certificate, a Dissenters' Release Certificate or the Final Special Escrow Certificate, the Escrow Agent shall distribute to the Acquiror, the Exchange Agent or the Surviving Corporation (on behalf of the Shareholder), as the case may be, the aggregate amount set forth in such certificate (or, with respect to the receipt of the Final Special Escrow Certificate, the balance of the Special Escrow Fund); provided, however, notwithstanding anything contained herein to the contrary but subject to the release of the balance of the Special Escrow Fund to the Exchange Agent in accordance with the preceding clause (i), the Acquiror and the Shareholders' Representative agree, solely as between the Acquiror and the Shareholders' Representative, that the Special Escrow Fund at all times shall contain at least two times the product of (A) the Per Share Preliminary Merger Consideration and (B) the number of Shares owned by Shareholders (other than Executing Shareholders and Non-Dissenting Shareholders) who have not delivered a Letter of Transmittal, have not delivered a duly executed waiver of Dissenters' Rights or have not had their respective Dissenters' Rights claims finally determined. The Escrow Agent shall have no duty or obligation to determine compliance with the requirement set forth in the preceding proviso.

(b) With respect to an Escrow Claim and the Escrow Fund:

(i) promptly following receipt of (A) the joint written consent or agreement of the Shareholders' Representative and the Acquiror to the payment of an Escrow Claim, specifying the amount thereof, or (B) a Final Decision (as defined below) with respect to an Escrow Claim, specifying the amount thereof, the Escrow Agent shall disburse from the Escrow Fund, to the extent available, to the Acquiror an amount equal to the amount of such Escrow Claim; and

(ii) on June 9, 2007 (the "Release Date"), the Escrow Agent shall distribute to the Exchange Agent, on behalf of the Shareholders, an amount equal to (A) the balance of the Escrow Fund, less (B) the amount of all Escrow Claims asserted in writing as of the Release Date but unresolved as of such date.

Notwithstanding the foregoing, if any Escrow Claims have been asserted in writing by the Acquiror and remain unresolved on the Release Date, the escrow shall continue until the resolution of such Escrow Claims, and during such continuance, the Escrow Agent shall continue to

hold the Escrow Fund up to the amount of the outstanding and unresolved Escrow Claims.

The Acquiror must notify the Escrow Agent and the Shareholders' Representative in writing of any asserted but unresolved Escrow Claims at any time prior to the Release Date. Upon resolution of any Escrow Claim pending as of the Release Date, and the payment of any amount payable to the Acquiror with respect to such Escrow Claim, the Escrow Agent shall distribute to the Exchange Agent, on behalf of the Shareholders, the balance of the Escrow Fund which was previously withheld with respect to such Escrow Claim.

"Final Decision" means a settlement, a written arbitration award or the entry of a final, non-appealable judgment by a court of competent jurisdiction with respect to an Escrow Claim. All disbursements from the Escrow Fund shall be made by wire transfer of cash in immediately available funds to the person entitled thereto. The Escrow Agent shall be entitled to assume conclusively and without independent investigation that evidence of a Final Decision is sufficient and shall have no duty to determine whether any such Final Decision complies with the Merger Agreement.

(c) With respect to an Expense Escrow Claim and the Representative Expense Escrow Fund:

(i) promptly following receipt of the written certification of the Shareholders' Representative to the payment of an Expense Escrow Claim, specifying the amount thereof, the Escrow Agent shall disburse from the Representative Expense Escrow Fund, to the extent available, to the Shareholders' Representative an amount equal to the amount of such Expense Escrow Claim; and

(ii) promptly following disbursement of the entire Escrow Fund and the Special Escrow Fund, the Escrow Agent shall distribute to the Exchange Agent, on behalf of the Shareholders, an amount equal to the balance of the Representative Expenses Escrow Fund.

(d) Cap on Earnings of Escrow Fund, Special Escrow Fund and Representative Expenses Escrow Fund. Notwithstanding anything to the contrary contained herein, under no circumstances shall the Escrow Agent pay to the Exchange Agent (on behalf of the Shareholders) in respect of the Escrow Fund, the Special Escrow Fund and the Representative Expenses Escrow Fund an amount in the aggregate greater than 110% of the Escrow Amount, the Special Escrow Amount and the Representative Expenses Escrow Amount (the "Cap"). Any such earnings and interest which would cause the Cap to be exceeded shall be due and payable to the Acquiror upon the joint written certification of the Acquiror and the Shareholders' Representative.

(e) Termination of Escrow Fund, Special Escrow Fund and Representative Expenses Escrow Fund. The escrow provided for hereunder shall terminate upon the disbursement of the entire Escrow Fund, the Special Escrow Fund and the Representative Expenses Escrow Fund, and all interest and other income earned thereon, pursuant to the terms of this Agreement.

4. Escrow Agent.

4.1 Duties. In performing its duties under this Agreement or upon the claimed failure to perform its duties hereunder, the Escrow Agent shall have no liability except for the Escrow Agent's willful misconduct or gross negligence. The Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Fund, the Special Escrow Fund and the Representative Expenses Escrow Fund, and all interest and other income earned thereon, in accordance with the terms of this Agreement. The Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Escrow Agent shall be entitled to rely upon and shall be protected in acting upon any request, instructions, statement or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Agreement. In no event shall the Escrow Agent be liable for incidental, indirect, special consequential or punitive damages. The Escrow Agent shall not be obligated to take any legal action or to commence any proceeding in connection with the Escrow Fund, the Special Escrow Fund or the Representative Expenses Escrow Fund, any account in which the Escrow Fund, the Special Escrow Fund or the Representative Expenses Escrow Fund is deposited, or this Agreement, or to appear in, prosecute or defend any such legal action or proceedings. The Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability and shall be fully protected from any liability whatsoever in acting in accordance with the advice, opinion or instruction of such counsel. The Acquiror and the Shareholders' Representative shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel pursuant to the terms of Section 4.6. The Escrow Agent shall have no obligations or responsibilities in connection with the Merger Agreement, the transactions contemplated thereby or any other agreement between any other parties to the Merger Agreement, other than this Agreement.

4.2 Indemnification.

(a) From and at all times after the date of this Agreement, the Acquiror and the Shareholders' Representative, jointly and severally, shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless the Escrow Agent and each director, officer, employee, attorney, agent and affiliate of the Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties from and after the date hereof,

whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding or suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability (or any cost or expense related to such liability, including, without limitation, attorneys' fees, costs and expenses) finally determined by a court of competent jurisdiction, subject to no further appeal, to the extent such liability results from the gross negligence or willful misconduct of such Indemnified Party. If any such action or claim shall be brought or asserted against any Indemnified Party, such Indemnified Party shall promptly notify the Acquiror and the Shareholders' Representative in writing, and the Acquiror and the Shareholders' Representative shall assume the defense thereof, including the employment of counsel and the payment of all expenses. Such Indemnified Party shall, in its sole discretion, have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Indemnified Party unless (i) the Acquiror and the Shareholders' Representative agree to pay such fees and expenses, (ii) the Acquiror or the Shareholders' Representative shall fail to assume the defense of such action or proceeding or shall fail, in the reasonable discretion of such Indemnified Party, to employ counsel reasonably satisfactory to the Indemnified Party in any such action or proceeding, or (iii) the named parties to any such action or proceeding (including any impleaded parties) include both the Indemnified Party, on the one hand, and the Acquiror or the Shareholders' Representative, on the other hand, and the Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Acquiror or the Shareholders' Representative. All such fees and expenses payable by the Acquiror or the Shareholders' Representative pursuant to the foregoing sentence shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of the Indemnified Parties shall be payable by the Acquiror and the Shareholders' Representative, jointly and severally, upon demand by such Indemnified Party, in accordance with Section 4.6. The obligations of the Acquiror and the Shareholders' Representative under this Section 4.2 shall survive any termination of this Agreement and the resignation or removal of the Escrow Agent.

(b) The Parties agree that neither the payment by the Acquiror or the Shareholders' Representative of any claim by the Escrow Agent for indemnification hereunder nor the disbursement of any amounts to the Escrow Agent from the Escrow Fund in respect of a claim by the Escrow Agent for

indemnification shall impair, limit, modify or affect, as between the Acquiror and the Shareholders' Representative, the respective rights and obligations of the Shareholders' Representative, on the one hand, and the Acquiror, on the other hand, under this Agreement. The Shareholders' Representative and the Acquiror agree among themselves that any obligation for indemnification under this Section 4.2 (or for fees and expenses of the Escrow Agent described in the penultimate sentence of Section 4.1) shall be borne by the Party or Parties determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by the Acquiror and one-half by the Shareholders' Representative.

4.3 Disputes. If, at any time, there shall exist any dispute between the Acquiror and the Shareholders' Representative with respect to the holding or disposition of any portion of the Escrow Fund, the Special Escrow Fund or the Representative Expenses Escrow Fund or any other obligations of the Escrow Agent hereunder, or if at any time the Escrow Agent is unable to determine, to the Escrow Agent's sole satisfaction, the proper disposition of any portion of the Escrow Fund, the Special Escrow Fund or the Representative Expenses Escrow Fund or the Escrow Agent's proper actions with respect to its obligations hereunder, or if the Acquiror and the Shareholders' Representative have not, within 30 days of the furnishing by the Escrow Agent of a notice of resignation pursuant to Section 4.4, appointed a successor escrow agent to act hereunder, then the Escrow Agent may, in its sole discretion, take either or both of the following actions:

(a) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of the Escrow Agent or until a successor escrow agent shall have been appointed (as the case may be); or

(b) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, for instructions with respect to such dispute or uncertainty, and pay into or deposit with such court all disputed Escrow Funds, Special Escrow Funds or Representative Expenses Escrow Funds held by it in the Escrow Fund, the Special Escrow Fund and the Representative Expenses Escrow Fund, respectively, for holding and disposition in accordance with the instructions of such court and the Escrow Agent shall thereupon be discharged from all further obligations as Escrow Agent under this Agreement.

The Escrow Agent shall have no liability to the Acquiror, the Shareholders' Representative or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of funds held in the Escrow Fund, the Special Escrow Fund or the Representative Expenses Escrow Fund or any delay in or with respect to any other action required or requested of the Escrow Agent.

4.4 Resignation of Escrow Agent. The Escrow Agent may resign from the performance of its duties hereunder at any time by giving thirty (30) days' prior written notice to the Acquiror and the Shareholders' Representative or may be removed, with or without cause, by the Acquiror and the Shareholders' Representative, acting jointly, at any time by the giving of ten (10) days' prior written notice to the Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor escrow agent as provided herein. Upon any such notice of resignation or removal, the Acquiror and the Shareholders' Representative, acting jointly, shall appoint a successor escrow agent hereunder, which shall be a commercial bank, trust company or other financial institution with a combined capital and surplus in excess of $100,000,000, unless otherwise agreed by the Acquiror and the Shareholders' Representative. In the event the Acquiror and the Shareholders' Representative shall fail to appoint a successor escrow agent within sixty (60) days after the resignation or removal of the Escrow Agent, as contemplated hereby, the Escrow Agent may deposit the Escrow Fund, the Special Escrow Fund and the Representative Expenses Escrow Fund into the registry of a court of competent jurisdiction and shall thereupon be discharged from all further duties as Escrow Agent under this Agreement. Upon the acceptance in writing of any appointment as Escrow Agent hereunder by a successor escrow agent, such successor escrow agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Agreement, but shall not be discharged from any liability for actions taken as Escrow Agent hereunder prior to such succession. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

4.5 Receipt. By its execution and delivery of this Agreement, the Escrow Agent acknowledges receipt of the Escrow Amount, the Special Escrow Amount and the Representative Expenses Escrow Amount.

4.6 Fees. The Acquiror and the Shareholders' Representative shall compensate the Escrow Agent for its services hereunder in accordance with Schedule I and, in addition, shall reimburse the Escrow Agent for all of its reasonable out-of-pocket expenses, including attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like in accordance with Schedule I. All of the compensation and reimbursement obligations set forth in this Section 4.6 shall be payable upon demand by the Escrow Agent and, with respect to the Escrow Agent, shall be a joint and several obligation of the Acquiror and the Shareholders' Representative, and, as between the Acquiror and the Shareholders' Representative, shall be paid one-half by the Acquiror and one-half by the Shareholders' Representative, subject to Section 4.2(b). The obligations of the Acquiror and the Shareholders' Representative under this Section 4.6 shall survive any termination of this Agreement and the resignation or removal of the Escrow Agent.

5. Miscellaneous.

5.1 Notices. All notices, communications and deliveries hereunder shall be made in writing signed by or on behalf of the Party making the same and shall be delivered

personally or sent by registered or certified mail (return receipt requested) or by any national overnight courier service (with postage and other fees prepaid) as follows:

If to the Shareholders' Representative:	Dennis E. Williams 2191 Miller Landing Road Tallahassee, Florida 32312-9000 Phone: 850-523-7274
With a copy to:	King & Spalding LLP 191 Peachtree Street Atlanta, Georgia 30303 Phone: 404-572-4600 Attn: Rahul Patel
If to the Acquiror:	Linear LLC 2055 Corte Del Nogal Carlsbad, CA 92011 Phone: 760-438-7000 Attn: President
With a copy to:	Nortek, Inc. 50 Kennedy Plaza Providence, RI 02903 Phone: 401-751-1600 Attn: General Counsel
If to Escrow Agent:	SunTrust Bank Corporate Trust Department 25 Park Place, 24th Floor Atlanta, Georgia 30303 Phone: 404-588-7262 Attn: Olga Warren

or to such other representative or at such other address of a Party as such Party hereto may furnish to the other Parties in writing. Any such notice, communication or delivery shall be deemed given or made (a) on the date of delivery if delivered in person (by courier service or otherwise), (b) on the fifth (5th) business day after it is mailed by registered or certified mail, or (c) on the next day if sent for next day delivery to a domestic address by a recognized overnight delivery service.

5.2 Time of the Essence; Computation of Time. Time is of the essence for each and every provision of this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement shall fall upon a Saturday, Sunday or any date on which banks in Georgia are closed, the Party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day which is a regular business day.

5.3 Assignment; Binding Effect. No party may assign this Agreement or its rights or obligations hereunder without, if the Shareholders' Representative intends to assign, the consent of the Acquiror and the Escrow Agent, or, if the Acquiror intends to assign, the consent of the Shareholders' Representative and the Escrow Agent, which consent, in either case, will not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

5.4 Headings. The headings of the sections of this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.

5.5 Waiver. Any Party may, at its option, waive in writing any or all of the conditions herein contained to which its obligations hereunder are subject. No waiver of any provision of this Agreement, however, shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5.6 Construction. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any Party hereto irrespective of which Party caused such provisions to be drafted. Each of the Parties acknowledges that it has been represented by an attorney in connection with the preparation and execution of this Agreement.

5.7 No Limitation. The Parties agree that the rights and remedies of any Party under this Agreement shall not operate to limit any other rights and remedies otherwise available to any party under the Merger Agreement.

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

5.9 Severability. It is the desire and intent of the Parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

5.10 Governing Law and Choice of Forum. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF GEORGIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF GEORGIA OR

ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAWS OF THE STATE OF GEORGIA WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

5.11 Purchase of Securities. The Escrow Agent and any stockholder, director, officer or employee of the Escrow Agent may buy, sell and deal in any of the securities of the Acquiror or any of its Affiliates and become pecuniarily interested in any transaction in which the Acquiror or any of its Affiliates may be interested, and contract and lend money to the Acquiror or any of its Affiliates and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for the Acquiror or for any other entity.

5.12 Exclusive Remedy. Notwithstanding anything in this Agreement to the contrary, it is understood that neither the Shareholders' Representative nor any of the Shareholders shall have any personal liability hereunder, but rather the sole and exclusive source of funds for the satisfaction of any liabilities or obligations of the Shareholders' Representative (or the Shareholders) hereunder (including, without limitation, any obligations pursuant to Section 4.2 and any liabilities pursuant to Section 4.6 or Schedule I) shall be the Escrow Fund.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

THE ACQUIROR: LINEAR LLC (EIN 95-2159070)

By: _____
Name: Kevin W. Donnelly
Title: VP + Secretary

THE SHAREHOLDERS' REPRESENTATIVE:

_____
Dennis E. Williams

ESCROW AGENT: SUNTRUST BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

THE ACQUIROR: LINEAR LLC (EIN 95-2159070)

By: _____
Name:
Title:

THE SHAREHOLDERS' REPRESENTATIVE: _____
Dennis E. Williams

ESCROW AGENT: SUNTRUST BANK

By: _____
Name: OLGA WARREN
Title: FIRST VICE PRESIDENT

SCHEDULE I

SunTrust Bank, as Escrow Agent

ESCROW AGENT FEES

The annual administration fee of $2,500 for administering this Escrow Agreement is payable, as between the Acquiror and the Shareholders' Representative, one-half by the Acquiror and one-half by the Shareholders' Representative, in advance at the time of closing and if applicable will be invoiced each year to the appropriate party(ies) on the anniversary date of the closing of the Escrow Agreement. Also, a one-time legal review fee of $500 is payable, as between the Acquiror and the Shareholders' Representative, one-half by the Acquiror and one-half by the Shareholders' Representative, in advance at the time of closing.

Exchange Agent

- Administrative Fee - $3,000
- Wire Transfer Fee - $25 per wire - Wires require a signed wire transfer agreement with a Medallion signature guarantee.
- Disbursement Fee - $10 per disbursement

Disbursement fee includes:

- Payment by check
- Tax reporting as directed, if applicable

Out of pocket expenses such as, but not limited to postage, courier, overnight mail, insurance, money wire transfer, long distance telephone charges, facsimile, stationery, travel, legal or accounting, and other out of pocket costs, will be billed at cost and shall be promptly paid.

These fees do not include extraordinary services which will be priced according to time and scope of duties and shall be promptly paid. The fees shall be deemed earned in full upon receipt by the Escrow Agent, and no portion shall be refundable for any reason, including without limitation, termination of the Escrow Agreement.

It is acknowledged that the schedule of fees shown above are acceptable for the services mutually agreed upon.

Note: This fee schedule is based on the understanding that the escrowed funds will be invested in SunTrust's cash sweep account, The STI Classic U.S. Treasury Securities Money Market Fund.

EXHIBIT 1

EXCHANGE AGENT AGREEMENT

THIS EXCHANGE AGENT AGREEMENT (this "Agreement") is made and entered into as of this 9th day of December, 2005, by and among LINEAR LLC, a California limited liability company (the "Acquiror"); DENNIS E. WILLIAMS, in his capacity as the Shareholders' Representative (the "Shareholders' Representative"); and SUNTRUST BANK, a Georgia banking corporation, as exchange agent (the "Exchange Agent"). The Acquiror, the Shareholders' Representative and the Exchange Agent are each referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Merger Agreement (as hereinafter defined).

BACKGROUND

A. The Acquiror, TFM Merger Sub, Inc., a Florida corporation and wholly owned subsidiary of the Acquiror ("Merger Sub"), GTO, Inc., a Florida corporation (the "Company"), the Shareholders' Representative and the shareholders of the Company set forth on the signature pages thereto have entered into an Agreement and Plan of Merger (the "Merger Agreement"), dated as of the date hereof, pursuant to which (a) Merger Sub shall merge with and into the Company, and (b) each Share (other than shares of Common Stock held by the Company or the Acquiror or any of its Subsidiaries and other than Shares with respect to which a Shareholder properly exercises Dissenters' Rights) and each Option shall be converted into the right to receive cash, subject to the terms and conditions of the Merger Agreement.

B. The Exchange Agent is willing to act as exchange agent under this Agreement.

In consideration of the premises and the mutual promises and agreements contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Appointment of Exchange Agent.

The Acquiror and the Shareholders' Representative hereby confirm the appointment of SunTrust Bank as Exchange Agent, and SunTrust hereby agrees to serve as such, upon the terms and conditions set forth herein.

2. List of Shareholders.

Attached hereto as Exhibit A is a list (the "Company Securityholder List") setting forth each Shareholder's ownership of Common Stock as of the Closing Date, including Certificate detail, and the number and ownership of all Options, indicating in each instance the Common Stock and Options held by Persons who are not Executing Shareholders ("Non-Executing Shareholders"). At or as soon as practicable after the Closing Date, the Exchange Agent shall deliver to each listed holder (each, a "Company Securityholder" and, collectively, the "Company Securityholders") of Common Stock

and Options (for purposes of this Agreement, each a "Company Security" and, collectively, the "Company Securities") a letter of transmittal and instructions, substantially in the form attached hereto as Exhibit B (the "Letter of Transmittal"), to be used in the exchange of such Company Securities hereunder.

3. Payment of Aggregate Closing Merger Consideration and Other Amounts.

(a) At the Closing, the Acquiror shall wire (in immediately available funds) to an account designated by the Exchange Agent the Aggregate Closing Merger Consideration (such amount received by the Exchange Agent, the "Closing Funds").

(b) At any time and from time to time following the Closing and in accordance with the terms of the Merger Agreement, (i) the Acquiror shall deposit (in immediately available funds) with the Exchange Agent on behalf of the Shareholders the Working Capital Surplus, if any, and (ii) the Escrow Agent shall deposit (in immediately available funds) with the Exchange Agent on behalf of the Shareholders amounts in respect of the Escrow Fund, if any, the Special Escrow Fund, if any, and the Representative Expenses Escrow Fund, if any, payable to the Shareholders (such amounts received by the Exchange Agent pursuant to clauses (i) and (ii), together with the Closing Funds, the "Funds"). The Funds will be held by the Exchange Agent without investment on behalf of the Shareholders and shall not be used for any purpose except as expressly provided in this Agreement.

4. Payment for Company Securities.

(a) Commencing December 14, 2005, the Exchange Agent, upon receipt of Certificates representing Shares (or an affidavit and surety bond in the form attached hereto as Exhibit C in respect of lost, stolen or destroyed Certificates) accompanied by a duly executed Letter of Transmittal, shall pay to the holder thereof (i) the Per Share Merger Consideration and (ii) the Per Share Special Escrow Amount, if any, as of the close of business on December 13, 2005, in respect of each such Share in accordance with Section 3.4(a) of the Merger Agreement. Such payment shall be made pursuant to a check or, if the relevant information is provided to the Exchange Agent, by wire transfer. The Exchange Agent shall make such payment as promptly as practicable after receipt of such Certificates and the Letter of Transmittal.

(b) Commencing December 14, 2005, the Exchange Agent, upon receipt of any certificates formerly representing Options and any other agreements or other instruments evidencing such Options, accompanied by a duly executed Letter of Transmittal, shall pay to the Company (on behalf of the holder) thereof an amount equal to (i) the product of (A) the excess, if any, of (1) the Per Share Merger

Consideration over (2) the exercise price per share of each such Option, multiplied by (B) the number of shares of Common Stock subject to each such Option in accordance with Section 3.4(b) of the Merger Agreement plus (ii) the Per Share Special Escrow Amount, if any, as of the close of business on December 13, 2005, in respect of each share of Common Stock represented by such Options in accordance with Section 3.4(b) of the Merger Agreement. Such payment shall be made pursuant to a check or, if the relevant information is provided to the Exchange Agent, by wire transfer. The Exchange Agent shall make such payment as promptly as practicable after receipt of such certificates and other agreements and instruments and the Letter of Transmittal.

(c) Upon the receipt of the Working Capital Surplus, if any, or any amounts in respect of the Escrow Fund, if any, and the Representative Expenses Escrow Fund, if any, the Exchange Agent shall pay (i) to each Shareholder who has delivered, or subsequently delivers, Certificates representing Shares accompanied by a duly executed Letter of Transmittal, the Per Share Working Capital Surplus, the Per Share Escrow Amount or the Per Share Expenses Escrow Amount, as the case may be, with respect to the amounts so received by the Exchange Agent in respect of each such Share represented thereby in accordance with Section 3.4(a) of the Merger Agreement and (ii) to the Company (on behalf of each holder of Options who has delivered, or subsequently delivers, certificates and other agreements and instruments evidencing Options accompanied by a duly executed Letter of Transmittal), the Per Share Working Capital Surplus, the Per Share Escrow Amount or the Per Share Expenses Escrow Amount, as the case may be, with respect to the amounts so received by the Exchange Agent in respect of each share of Common Stock represented by such Options in accordance with Section 3.4(b) of the Merger Agreement.

(d) Upon the receipt of any amounts in respect of the Special Escrow Fund, if any, the Exchange Agent shall, on the last calendar day of each month from and after the date hereof, pay (i) to each Shareholder who has delivered, or subsequently delivers, Certificates representing Shares accompanied by a duly executed Letter of Transmittal, the Per Share Special Escrow Amount with respect to the amounts so received by the Exchange Agent in respect of each such Share represented thereby in accordance with Section 3.4(a) of the Merger Agreement and (ii) to the Company (on behalf of each holder of Options who has delivered, or subsequently delivers, certificates and other agreements and instruments evidencing Options accompanied by a duly executed Letter of Transmittal), the Per Share Special Escrow Amount with respect to the amounts so received by the Exchange Agent in respect of each share of Common Stock represented by such Options in accordance with Section 3.4(b) of the Merger Agreement.

(e) The Exchange Agent agrees to pay on presentment, all checks so issued by it until the expiration of this Agreement. All payments by the Exchange Agent hereunder shall be made in United States dollars.

(f) Notwithstanding anything to the contrary contained herein, at any time following six (6) months after the termination of the Escrow Agreement, the Surviving Corporation may require the Exchange Agent to deliver to it any cash which had been deposited with the Exchange Agent in respect of the Aggregate Preliminary Merger Consideration (including any amounts in respect of a Working Capital Surplus) and which has not been disbursed to holders of Company Securities. Upon receipt by the Exchange Agent of any such request for payment, the Exchange Agent shall deliver any such requested amount, by wire transfer of immediately available funds, to an account of the Surviving Corporation specified in writing by the Acquiror.

(g) It shall be a condition to the Exchange Agent's obligation to disburse any funds to a person entitled to receive amounts from the Exchange Agent via wire transfer that such recipient execute and deliver an Agreement Regarding Request for Wire Transfers in substantially the form attached hereto as Exhibit C.

5. Non-Executing Shareholders.

The Exchange Agent will promptly notify the Acquiror and the Shareholders' Representative in writing of the receipt of any Certificates from a Non-Executing Shareholder. Upon the receipt from the Escrow Agent of amounts from the Special Escrow Fund in respect of such Certificates, the Exchange Agent will promptly pay to such Non-Executing Shareholder the amounts to which it is entitled pursuant to Section 4 of this Agreement.

6. Dissenting Shares.

No payment will be made with respect to any shares of Common Stock ("Dissenting Shares") owned of record by a Shareholder perfecting appraisal rights under Florida law. From time to time after the Effective Time, the Acquiror and the Shareholders' Representative will provide the Exchange Agent with a list of the names of all holders of Dissenting Shares, if any, and the number of Shares with respect to which appraisal rights have been perfected. The Exchange Agent will promptly notify the Acquiror and the Shareholders' Representative in writing of the receipt of any Certificates from a holder of Dissenting Shares, forward such Certificates to the Acquiror, and provide such further information about the Certificates surrendered by such holder and the documents accompanying such surrender as the Acquiror and the Shareholders' Representative may reasonably request. The Exchange Agent will have no duty to act on the receipt of Certificates from a holder of Dissenting Shares. Notwithstanding anything to the contrary contained herein, Shares with respect to which a Shareholder properly exercises Dissenters' Rights (except if the Shareholder

subsequently waives or loses such rights) shall not be entitled to receive the Per Share Escrow Amount, if any, any Per Share Special Escrow Amount, if any, any Per Share Expenses Escrow Amount, if any, or the Per Share Working Capital Surplus, if any, and the calculations of any such amounts shall be made without regard to such Shares for which a Shareholder has properly exercised Dissenters' Rights.

7. Notification and Processing.

The Exchange Agent is hereby authorized and directed and hereby agrees to:

(a) Accept and respond to all telephone requests for information related to the exchange of Certificates or payment of the Per Share Merger Consideration, any Per Share Escrow Amount, if any, any Per Share Special Escrow Amount, if any, the Per Share Working Capital Surplus, if any, and any Per Share Expenses Escrow Amount, if any.

(b) Receive and examine all Certificates submitted for exchange and accompanying Letters of Transmittal for proper execution in accordance with the terms thereof. Such examination shall include verification that no stop order has been issued against the shares represented by such Certificates by reason of loss, theft, destruction or other invalidity. If more than one person is the record holder of any such Certificate or Option, the Letter of Transmittal must be signed by each record holder.

(c) Retain or return to the appropriate Company Securityholder those exchange documents evidencing some deficiency in execution and make reasonable attempts to inform such parties in order to enable them to correct such deficiency.

(d) Accept exchanges of Certificates signed by persons acting in a fiduciary or representative capacity only if such capacity is shown on the Letter of Transmittal and proper evidence of their authority so to act has been submitted.

(e) Accept exchanges from persons alleging loss, theft or destruction of their Certificates upon receipt of an appropriate affidavit of loss and a surety bond, in the form attached hereto as Exhibit C, for the Shares evidenced by such Certificate or Certificates.

(f) Accept exchanges for amounts to be issued other than in the name that appears on the Certificates submitted for exchange, where (i) such Certificates are duly endorsed or accompanied by appropriately signed stock powers (or other appropriate documents evidencing transfer), and (ii) any necessary stock transfer taxes are paid and proof of such payment is submitted or funds therefor are provided to the Exchange

Agent, or it is established by the Company Securityholder that no such taxes are due and payable.

(g) Cancel all Certificates accepted for exchange and retain such certificates pending further instructions from the Acquiror.

(h) On or before January 30th of each year following the year of the Effective Time and the year in which this Agreement is terminated, the Exchange Agent will prepare and mail to each former holder of Common Stock who received any portion of the Aggregate Preliminary Merger Consideration and to each former holder as of the Effective Time who has not been sent such holder's portion of the Aggregate Preliminary Merger Consideration (including any adjustments thereto as the result of any Working Capital Surplus or Working Capital Deficit) (unless such portion of the Aggregate Preliminary Merger Consideration was paid to a transferee of such former holder), other than a former holder of Common Stock who has theretofore claimed in writing such holder's status as a nonresident alien under applicable United States Treasury Regulations (a "Foreign Agreement Beneficiary"), a Form 1099-B reporting the aggregate cash portion of the Aggregate Preliminary Merger Consideration received by or due to such foreign holder as of the year applicable to such Form 1099-B, under applicable United States Treasury Regulations. The Exchange Agent will also prepare and file copies of such Forms 1099-B by magnetic tape with the Internal Revenue Service on or before February 28th of each year following the year of the Effective Time and the year in which this Agreement is terminated in accordance with United States Treasury Regulations. Notwithstanding anything to the contrary herein provided, except with respect to the preparation of Forms 1099, the Escrow Agent shall have no duty to prepare or file any federal, state or other tax report or return with respect to any of the transactions contemplated by this Agreement.

8. Interest.

No interest shall be paid to holders of Company Securities on or with respect to any amount payable upon cancellation thereof.

9. Company-Owned and Acquiror-Owned Shares.

The Exchange Agent shall not exchange for cash any Certificates representing Shares which are owned by the Company or the Acquiror or any of its Subsidiaries. These Certificates, if any, shall be identified in the Company Securityholder List. The Exchange Agent shall cancel any such Certificates so submitted and retain such Certificates pending further instructions from the Acquiror.

10. Concerning the Exchange Agent.

The Exchange Agent:

(a) Shall have no duties or obligations other than those specifically set forth herein or as may subsequently be requested of the Exchange Agent by the Acquiror and the Shareholders' Representative with respect to the Merger.

(b) May rely on and shall be held harmless by the Acquiror and the Shareholders' Representative in acting in good faith upon any certificate, instrument, opinion, notice, letter, facsimile transmission, telegram or other document, or any security delivered to it, and reasonably believed by it to be genuine and to have been signed by the proper party or parties, but the Exchange Agent shall not be held harmless for its gross negligence, bad faith or willful misconduct.

(c) May rely on and shall be held harmless in acting upon written instructions from the Acquiror and the Shareholders' Representative with respect to any matter relating to its acting as Exchange Agent specifically covered by this Agreement.

(d) May consult with counsel satisfactory to it (including counsel for the Acquiror or the Shareholders' Representative) and shall be held harmless in relying in good faith on the written advice or opinion of such counsel in respect of any action taken, suffered or omitted by it hereunder and in accordance with such advice or opinion of such counsel.

11. Compensation of the Exchange Agent by the Acquiror and the Shareholders' Representative.

The Shareholders' Representative shall pay fees for the services rendered hereunder, as set forth on the attached Schedule I. The Exchange Agent shall also be entitled to reimbursement from the Shareholders' Representative for all reasonable and necessary expenses paid or incurred by it in connection with the administration by the Exchange Agent of its duties hereunder.

12. Indemnification.

The Acquiror and the Shareholders' Representative, jointly and severally, covenant and agree to indemnify and hold the Exchange Agent harmless against any costs, expenses (including reasonable fees of its legal counsel), losses or damages which may be paid, incurred or suffered by it or to which it may become subject, arising from or out of, directly or indirectly, any claims or liability resulting from its actions as Exchange Agent pursuant hereto; provided, that such covenant and agreement does not extend to, and the Exchange Agent shall not be indemnified with respect to, such costs, expenses, losses and damages incurred or suffered by the Exchange Agent as a result of, or arising out of, its gross negligence, bad faith or willful misconduct. Promptly after the receipt by

the Exchange Agent of notice of any demand or claim or the commencement of any action, suit, proceeding or investigation, the Exchange Agent shall, if a claim in respect thereof is to be made against the Acquiror and the Shareholders' Representative, notify the Acquiror and the Shareholders' Representative thereof in writing. The Acquiror and the Shareholders' Representative shall be entitled to participate at their own expense in the defense of any such claim or proceeding, and, if they so elect at any time after receipt of such notice, they may jointly assume the defense of any suit brought to enforce any such claim or of any other legal action or proceeding. In the event of such assumption, the Acquiror and the Shareholders' Representative shall not be liable for any fees and expenses of counsel thereafter incurred by the Exchange Agent unless the Exchange Agent shall have been advised by counsel that there may be one or more legal defenses available to the Exchange Agent which are different from or in addition to those available to the other Parties. For the purposes of this Section 12, the term "expense or loss" means any amount paid or payable to satisfy any claim, demand, action, suit or proceeding settled with the express written consent of the Exchange Agent, and all reasonable costs and expenses, including, but not limited to, reasonable counsel fees and disbursements, paid or incurred in investigating or defending against any such claim, demand, action, suit, proceeding or investigation.

13. Further Assurance.

From time to time after the date hereof, the Acquiror and the Shareholders' Representative shall deliver or cause to be delivered to the Exchange Agent such further documents and instruments and shall do and cause to be done such further acts as the Exchange Agent shall reasonably request (it being understood that the Exchange Agent shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

14. Term.

Unless previously terminated, this Agreement shall remain in effect until the date (the "Termination Date") which is one (1) year following the termination of the Escrow Agreement. Upon the Termination Date, all unclaimed Funds and all other property then held by the Exchange Agent including stock lists, stock records and other instruments in its possession relating to the transactions described herein, accompanied by an accounting for all payments made by the Exchange Agent pursuant to this Agreement, shall be delivered by it to the Surviving Corporation or its successor or as otherwise shall be designated in writing by the Acquiror to the Exchange Agent. The provisions of Section 11 and Section 12 hereof shall survive any termination, as well as any removal or replacement of the Exchange Agent.

15. Notices.

All notices, communications and deliveries hereunder shall be made in writing signed by or on behalf of the Party making the same and shall be delivered personally or

sent by registered or certified mail (return receipt requested) or by any national overnight courier service (with postage and other fees prepaid) as follows:

If to the Shareholders' Representative:	Dennis E. Williams 2191 Miller Landing Road Tallahassee, Florida 32312-9000
With a copy to:	King & Spalding LLP 191 Peachtree Street Atlanta, Georgia 30303 Attn: Rahul Patel
If to the Acquiror:	Linear LLC 2055 Corte Del Nogal Carlsbad, CA 92011 Attn: President
With a copy to:	Nortek, Inc. 50 Kennedy Plaza Providence, RI 02903 Attn: General Counsel
If to the Exchange Agent:	SunTrust Bank Stock Transfer Department 58 Edgewood Avenue, Room 225 Atlanta, GA 30303 Attention: Bryan Echols

or to such other representative or at such other address of a Party as such Party hereto may furnish to the other Parties in writing. Any such notice, communication or delivery shall be deemed given or made (a) on the date of delivery if delivered in person (by courier service or otherwise), (b) on the fifth (5th) business day after it is mailed by registered or certified mail, or (c) on the next day if sent for next day delivery to a domestic address by a recognized overnight delivery service.

16. Governing Law.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF GEORGIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF GEORGIA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAWS OF THE STATE OF GEORGIA WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF

LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

17. Assignment.

(a) Neither this Agreement nor any rights or obligations hereunder may be assigned by any Party without the written consent of the other Parties.

(b) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns.

18. Amendment.

This Agreement may not be changed orally or modified, amended or supplemented without an express written agreement executed by each of the Parties.

19. Counterparts.

This Agreement may be executed in separate counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

20. Third Parties.

This Agreement does not constitute an agreement for a partnership or joint venture among the Exchange Agent, the Acquiror and the Shareholders' Representative. No Party shall make any commitments with third parties that are binding on any other Party without such other Party's prior written consent.

21. Force Majeure.

In the event a Party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other cause reasonably beyond its control, such Party shall not be liable for damages to the others for any damages resulting from such failure to perform or otherwise from such causes. Performance under this Agreement shall resume when the affected Party or Parties are able to perform substantially that Party's duties.

22. Consequential Damages.

No Party shall be liable to any other Party for any consequential, indirect, special or incidental damages under any provision of this Agreement or for any consequential, indirect, special or incidental damages arising out of any act or failure to act hereunder even if that Party has been advised of or has foreseen the possibility of such damages.

23. Severability.

If any provision of this Agreement shall be held invalid, unlawful, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

24. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties and supersedes any prior agreement with respect to the subject matter hereof, whether oral or written.

25. Interpretation.

In the event that any claim of inconsistency between this Agreement and the Merger Agreement arises, the terms of the Merger Agreement shall control, except with respect to the duties, liabilities and rights of the Exchange Agent, which shall be controlled by the terms of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

THE ACQUIROR: LINEAR LLC

By: ______________________
Name: Kevin W. Donnelly
Title: VP + Secretary

THE SHAREHOLDERS' REPRESENTATIVE:

____
Dennis E. Williams

EXCHANGE AGENT: SUNTRUST BANK

By: ______________________
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

THE ACQUIROR: LINEAR LLC

By:_____
Name:
Title:

THE SHAREHOLDERS' REPRESENTATIVE:

_____
Dennis E. Williams

EXCHANGE AGENT: SUNTRUST BANK

By:_____
Name: BRYAN ECHOLS
Title: Group Vice President

SCHEDULE I

SunTrust Bank, as Exchange Agent

EXCHANGE AGENT FEES

Exchange Agent

- Administrative Fee - $3,000
- Wire Transfer Fee - $25 per wire - Wires require a signed wire transfer agreement with a Medallion signature guarantee
- Disbursement Fee - $10 per disbursement

Disbursement fee includes:

- Payment by check
- Tax reporting as directed, if applicable

Out of pocket expenses, such as, but not limited to postage, courier, overnight mail, insurance, money wire transfer, long distance telephone charges, facsimile, stationery, travel, legal or accounting, and other out of pocket costs, will be billed at cost and shall be promptly paid.

These fees do not include extraordinary services which will be priced according to time and scope of duties and shall be promptly paid. The fees shall be deemed earned in full upon receipt by the Escrow Agent, and no portion shall be refundable for any reason, including without limitation, termination of the Escrow Agreement.

It is acknowledged that the schedule of fees shown above are acceptable for the services mutually agreed upon.

Note: This fee schedule is based on the understanding that the escrowed funds will be invested in SunTrust's cash sweep account, The STI Classic U.S. Treasury Securities Money Market Fund.

EXHIBIT J

EXHIBIT J

FORM OF EMPLOYEE TERMINATION AGREEMENT

This Termination Agreement (this "Agreement"), dated as of December __, 2005, is made by and between GTO, Inc., a Florida corporation (the "Company"), and _____ (the "Employee"). Capitalized terms used herein without definition shall have the respective meanings given to them in the Merger Agreement (as defined below).

WHEREAS, reference is made to (i) the [Employment Agreement] (the "Employment Agreement"), dated as of _____, by and between the Company and the Employee and (ii) the Agreement and Plan of Merger (the "Merger Agreement"), dated as of December __, 2005, by and among Linear LLC, a California limited liability company, TFM Merger Sub, Inc., a Florida corporation, the Company, Dennis E. Williams, in his capacity as the Shareholders' Representative, and the shareholders of the Company set forth on the signature pages thereto.

NOW THEREFORE, the parties hereto agree as follows:

1. Termination and Release. The Employment Agreement and all rights and obligations thereunder shall be terminated effective upon the Effective Time, and the Employment Agreement shall be of no further force or effect thereafter; provided, however, the accrued and unpaid or unsatisfied liabilities and obligations of the Company to the Employee set forth in Exhibit A shall remain in full force and effect against the Company (or any of its successors or assigns) and all of the other accrued and unpaid or unsatisfied liabilities and obligations of the Company to the Employee shall terminate and be of no force or effect, notwithstanding anything to the contrary contained in this Agreement. The Employee hereby releases and forever discharges the Company, the Acquiror and their respective officers, directors and employees from and against any and all liabilities, claims, or demands for any benefits or entitlements under the Chairman Agreement, except for the matters listed on Exhibit A.

2. Captions. The names of the Sections of this Agreement are for convenience of reference only and do not constitute a part hereof.

3. Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida, without regard to its choice of law principles.

4. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original.

[Signature Page Follows.]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

GTO, INC.

By:_____
Name:
Title:

EXECUTIVE:

_____