

Contracts Sample Clauses

Contracts.

The Board of Managers may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the Company and such authority may be general or confined to specific instances.

OR

Contracts.

Except as disclosed in the Parent SEC Documents, there are no Contracts that are material to the business, properties, assets, condition (financial or otherwise), results of operations or prospects of the Parent taken as a whole. The Parent is not in violation of or in default under (nor does there exist any condition which upon the passage of time or the giving of notice would cause such a violation of or default under) any Contract to which it is a party or by which it or any of its properties or assets is bound, except for violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in a Parent Material Adverse Effect.

OR

Contracts.

Section 7.18 of the Disclosure Schedule sets forth a complete and accurate list of all "Material Contracts" to which the Company is a party or by or to which it or any of its assets or properties is bound or subject. As used in this Agreement, the term "Material Contract" means every agreement or understanding of any kind, written or oral, that is legally enforceable by or against or otherwise binding on the Company and which is material to the Company's business, and specifically includes without limitation: (a) agreements with any current or former officer, director, employee, consultant, or stockholder, or any partnership, corporation, joint venture, or any other entity in which any such person has an interest; (b) agreements with any labor union or association representing any employee; (c) agreements for the provision of services by or to the Company; (d) bonds or other security agreements provided by any party in connection with the business of the Company; (e) agreements for the purchase or other acquisition or the sale or other disposition of assets or properties (other than in the ordinary course of business), or for the grant to any person of any preferential rights to purchase any such assets or properties; (f) joint venture agreements relating to the assets, properties, or business of the Company or by or to which it or any of its assets or properties is bound or subject; (g) agreements under which the Company agrees to indemnify any party, to share tax liability of any party, or to refrain from competing with any party; (h) agreements with regard to Indebtedness, including, without limitation, any indenture or other agreements in connection with issuances of bonds, debentures or other debt securities by the Company and any agreements in connection with bank financings by the Company; (i) any agreement, contract, commitment, transaction or series of transaction for any purpose other than in the ordinary course of the Company's business relating to capital expenditures or commitments or long-term obligations; (j) any purchase order or contract for the purchase of raw materials; (k) any distribution, joint marketing or development agreement; (l)

any assignment, license or other agreement with respect to any form of intangible property; (m) any research collaboration agreement; (n) any agreements relating to venture capital and other equity financings by the Company; (o) any stockholder agreements or other agreements with any of the Stockholders p...

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Contracts

Except as filed as exhibits to the Company SEC Documents filed prior to the date hereof, or as disclosed in Section 3.13 of the Company Disclosure Schedule, there is no Company Agreement relating to the ADS Business, the Acquired Assets or the Retained Liabilities (a) any of the benefits to any party of which will be increased, or the vesting of the benefits to any party of which will be accelerated, by the occurrence of any of the Transactions or the value of any of the benefits to any party of which will be calculated on the basis of any of the Transactions (except as disclosed pursuant to Section 3.11) or (b) which, as of the date hereof, (i) is a material contract (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC), (ii) involves aggregate expenditures in excess of \$50,000 per annum, (iii) involves aggregate expenditures in excess of \$50,000 and was not entered into in the ordinary course of business, (iv) contains take or pay provisions applicable to the Company or any Company Subsidiary, (v) contains any non-compete or exclusivity provisions with respect to any line of business or geographic area with respect to the Company, any Company Subsidiary or any of the Companys current or future affiliates, or which restricts the conduct of any line of business by the Company, any of the Companys current or future affiliates, any Company Subsidiary or any geographic area in which the Company, any Company Subsidiary or any of the Companys current or future affiliates may conduct business, in each case in any respect, (vi) would reasonably be expected to prohibit or materially delay the consummation of the Offer, the Merger or any of the other Transactions or (vii) is necessary for the conduct of the ADS Business as currently conducted but constitutes an Excluded Asset. Each contract of the type described in this Section 3.13, whether or not set forth in Section 3.13 of the Company Disclosure Schedule, is referred to herein as a Company Material Contract. Each Company Agreement relating to the ADS Business, the Acquired Assets or the Retained Liabilities is valid and binding on the Company and each Company Subsidiary party thereto and, to the Companys knowledge, each other party thereto, as applicable, and in full force and effect, and the Company and each Company Subsidiary has performed all obligations required to be performed by it under each such Company Agreement and, to the Companys knowledge, each other party to each suc...

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Contracts. Unless otherwise expressly provided herein or in any other Loan Document, references to agreements and other contractual instruments, including this Agreement and the other Loan Documents, shall be deemed to include all subsequent amendments, thereto, restatements and substitutions thereof and other modifications and supplements thereto which are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document.

OR

Contracts.

Each of the Contracts described in Schedule 3.7 which schedule is a non exclusive schedule of Contracts, is, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to the enforcement of creditors' rights generally or by principles governing the availability of equitable remedies, (a) a valid and binding obligation of Seller and other party thereto, (b) is in full force and effect and enforceable against Seller and the other party to the Contract, and (c) there does not exist any violation, breach or default, or any event or condition that would constitute a violation or breach or a default under any such Contract by the Seller. Seller has performed all material obligations required to be performed by it to date under the Contracts. All Contracts are in the name of Seller. Schedule 3.7 lists the names of all parties, and with respect to each Contract attached, and to the extent evidenced by the attached, , the subject matter, the duration, whether the Contract is assignable or not, whether there are any notices that are required and whether they have or have not been given and any other information material to Buyer with respect to the Contracts. With respect to each Contract attached to Schedule 3.7, Seller is providing Buyer an original, or if after diligent search an original is not located, a certified copy, of the Contract and any and all necessary attachments and related documents. Seller warrants that the Contract is a true and complete copy and there are no side letters or other documents or oral agreements which modify the terms of the written documents provided and that no person is authorized to modify any contract up to the date of Closing. Contracts for which consent is required but not obtained shall be addressed in the Service Agreement. There shall be no adjustment of the Purchase Price by reason of the failure of any third party to withhold or condition consent to the assignment of any contract, including without limitation any lease to Leased Real Property. Seller covenants that Buyer will receive the amount set forth in Schedules 1.2.2, provided Buyer fulfills its obligations thereunder.

OR

Contracts. Except as disclosed in or attached as exhibits to the Company Filed SEC Documents, (i) there are no contracts that are material to the business, properties, financial condition or results of operations of the Company and its subsidiaries taken as a whole, (ii) there are no contracts requiring the payment of commissions to any person, (iii) there are no contracts (which cannot be terminated on notice of 30 days or less without penalty) that involve the payment to or receipt by the Company of \$100,000 per year, and (iv) neither the Company nor any of its subsidiaries is a party to or bound by any non-competition agreement or any other agreement or obligation that purports to limit in any material respect the manner in which, or the localities in which, all or any material portion of the business of the Company and its subsidiaries, taken as a whole, is or would be conducted. Neither the Company nor any of its subsidiaries, or to the knowledge of the Company, any other party, has received written notice within the last 12 months that it is in violation or breach of or in default (nor, to the knowledge of the Company does there exist any condition which upon the passage of time or the giving of notice would result in a violation or breach of, or constitute a default under, or give rise to any right of termination, amendment, cancellation, acceleration or loss of benefits, or result in the creation of any Lien upon any of the properties or assets of the Company or any of its subsidiaries) under any contract to which it is a party or by which it or any of its properties or

assets is bound, except for violations, breaches or defaults that would not have a Material Adverse Effect on the Company.