

EXHIBIT D

Third Amended and Restated Non-Voting Common Stockholders Agreement

See attached.

**THIRD AMENDED AND RESTATED NON-VOTING
COMMON STOCKHOLDERS AGREEMENT**

Dated as of [●]

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**THIRD AMENDED AND RESTATED
NON-VOTING COMMON STOCKHOLDERS AGREEMENT**

THIS AMENDED AND RESTATED NON-VOTING COMMON STOCKHOLDERS AGREEMENT (this "Agreement"), is dated as of [_____], by and among THE CLEMENS FAMILY CORPORATION, a Pennsylvania corporation with its principal place of business at 2700 Clemens Road, Hatfield Township, Montgomery County, Pennsylvania 19440- 0902 (hereinafter referred to as "Clemens");

AND

All of the owners of the non-voting common stock of Clemens whose names appear as signatories to this Agreement, either as original signature parties hereto and/or pursuant to a Joinder Agreement (collectively hereinafter referred to as the "Stockholders" and individually hereinafter referred to as the "Stockholder").

WITNESSETH:

WHEREAS, Clemens and the Stockholders desire to amend and restate in its entirety the Second Amended and Restated Non-Voting Common Stockholders Agreement, dated as of August 4, 2011, between Clemens and the Stockholders (the "Prior Stockholders Agreement") in the manner set forth in this Agreement; and

WHEREAS, the Stockholders are the owners of all of the issued and outstanding nonvoting common stock of Clemens (hereinafter referred to as the Stock); and

WHEREAS, Clemens and the Stockholders desire to impose certain restrictions, as hereinafter set forth, relating to their respective rights and those of such other persons who may hereinafter become Stockholders to purchase, transfer, sell, encumber or otherwise acquire or dispose of the Stock which they now own or hereafter acquire for the purposes of mutually protecting their holdings of Stock and for the advancement of Clemens; and

WHEREAS, the primary purpose of this Agreement is:

1. To provide for the purchase of a decedent Stockholder's shares of Stock;
2. To provide for the purchase of a Stockholder's shares of Stock should he or she desire to dispose of them during his or her lifetime;
3. To provide for the conversion of a Stockholder's shares of Stock should he or she hold Stock and Preferred Shares with an aggregate value in excess of the Maximum Holding Amount; and
4. To provide an orderly method for the disposition of Stock.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of

winch are hereby acknowledged and intending to be legally bound, the parties hereto agree as follows:

The following terms shall have the following meanings for purposes of this Agreement:

ARTICLE I
CERTAIN DEFINED TERMS.

1.1. “Agreed Price” shall mean the fair market value of each share of the issued and outstanding Stock of Clemens determined in accordance with the provisions of Article IX of this Agreement.

1.2. “Articles” shall mean the Sixth Amended and Restated Articles of Incorporation of Clemens as filed with the Department of State of the Commonwealth of Pennsylvania on [_____], as amended from time to time.

1.3. “Board of Directors” shall mean the Board of Directors of Clemens.

1.4. “Bona Fide Offer” shall mean an offer from a third party received by a Stockholder to purchase shares of such Stockholder’s Stock as more fully described in Section 5.1 of this Agreement.

1.5. “Charity” shall mean an organization formed and operated exclusively for religious, charitable, scientific, educational and other purposes as described in Section 501(c)(3) of the Code.

1.6. “Closing” shall mean the closing on the purchase and Transfer and/or sale of Stock pursuant to this Agreement which shall take place at the principal place of business of Clemens (or such other location as may be agreed upon by the parties to the applicable transaction) within thirty (30) days after the exercise of an option contemplated by this Agreement.

1.7. “Code” shall mean the Internal Revenue Code of 1986, as amended.

1.8. “Designated Annual Charitable Limitation” shall mean the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), or such other sum as shall be established, from time to time, but not less often than annually, by the Board of Directors.

1.9. “Designated Stockholder Limitation” shall mean the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), or such other sum as shall be established, from time to time, but not less often than annually, by the Board of Directors.

1.10. “Family Unit Registered Purchaser(s)” shall mean one or more of the Members of the Family Unit of a particular Family Unit Stockholder who are also Registered Purchasers.

1.11. “Family Unit Stockholder(s)” shall mean one or more of the Member(s) of the Family Unit of any of the Original Stockholders which person(s) are then also Stockholders

of Clemens.

1.12. “Clemens” shall mean The Clemens Family Corporation, a Pennsylvania corporation, and any corporation in which the Stockholders of The Clemens Family Corporation acquire equity securities by virtue of a conversion of the Stock through a merger, consolidation or reorganization; provided, however, that any such corporation shall be deemed to be a successor corporation to Clemens only if the Board of Directors of The Clemens Family Corporation makes such determination before the merger, consolidation or reorganization is consummated. This same provision shall apply to successive mergers, consolidations or reorganizations provided that the Board of Directors of the corporation then in existence makes such determination before the merger, consolidation or reorganization is consummated.

1.13. “Joinder Agreement(s)” shall mean one or more agreements, designated as a “Joinder Agreement” to this Agreement, evidencing the intent of a person or entity to be bound by the terms, conditions and restrictions of this Agreement; provided, however, that in the event any such transferee is a natural person, the Joinder Agreement shall include additional provisions as set forth on Exhibit A attached hereto.

1.14. “Maximum Holding Amount” shall initially mean ten million dollars (\$10,000,000.00) of Stock or Preferred Shares; provided, however, that the Board of Directors of Clemens may alter such amount in its reasonable discretion from time to time.

1.15. “Members of the Family Unit” shall mean (i) the spouse of a Stockholder; (ii) the grandparents, parents and lineal descendants of such Stockholder (whether natural or legally adopted); (iii) the spouse of any such lineal descendants; (iv) the siblings, nephews and nieces of such Stockholder; (v) the spouse of any such siblings, nephews and/or nieces; and (vi) one or more trusts for the benefit of any of the persons described in (i) through (v) above.

1.16. “Minimum Holding Amount” shall initially mean one hundred thousand dollars (\$100,000.00); provided, however, that the Board of Directors of Clemens may alter such amount in its reasonable discretion from time to time. After the date of this Agreement, any new Stockholder must be able to reach the Minimum Holding Amount in such time as prescribed by the Board of Directors.

1.17. “Minimum Transfer Amount” shall initially mean five thousand dollars (\$5,000.00); provided, however, that Board of Directors of Clemens may alter such amount in its reasonable discretion from time to time.

1.18. “Original Stockholders” shall mean Abram S. Clemens (deceased), Ezra S. Clemens (deceased), John S. Clemens (deceased) and Lester S. Clemens.

1.19. “Other Family Unit Registered Purchasers” shall mean the Family Unit Registered Purchasers of Stockholders other than the Stockholder giving the Sale Notice.

1.20. “Preferred Shares” shall mean Class B Preferred Shares, Class C Preferred Shares, Class D Preferred Shares, Class F Preferred Shares, and Class I Preferred Shares of Clemens. Preferred Shares shall not include Class E Preferred Shares, Class G Preferred Shares, or Class H Preferred Shares. The Board of Directors shall determine whether any classes of

preferred shares issued after the date of this Agreement shall be included within this definition of Preferred Shares.

1.21. “Payment” shall mean cash, a wire transfer of immediately available federal funds, a certified check, a bank check or other form of payment designated by the Treasurer of Clemens, payable to a Stockholder submitting a Sale Notice.

1.22. “Registered Family Unit Surviving Stockholders” shall mean Family Unit Stockholders who are Registered Purchasers surviving a Stockholder.

1.23. “Registered Purchaser(s)” shall mean one or more Stockholders who shall have submitted a Registration with the Treasurer of Clemens.

1.24. “Registered Remaining Stockholders” shall mean Stockholders who are Registered Purchasers but are not also Family Unit Stockholders.

1.25. “Registration” shall mean a written notice filed with the Treasurer of Clemens by a Stockholder, to be made not less often than once each calendar year, stating the interest of a Stockholder in purchasing shares of Stock if and when shares of Stock owned by any other Stockholders) are offered for sale by such other Stockholder(s), which shall include the estimated dollar amount to be expended by such Stockholder and such other information as the Treasurer of Clemens may, from time to time, request.

1.26. “Sale Notice” shall mean the notice given by a Stockholder requesting that there be a sale of such Stockholder’s Stock in accordance herewith.

1.27. “Stock” shall mean the non-voting common stock of Clemens.

1.28. “Stockholder” or “Stockholders” shall mean the owners of the Stock of Clemens who are parties to this Agreement, either as original signature parties hereto and/or pursuant to one or more Joinder Agreements).

1.29. “Transfer” shall mean a sale for nominal or no consideration, or an assignment, transfer, gift, donation, pledge, bequest, deposit, lien, other encumbrance or other similar disposition of the Stock of a Stockholder, during the lifetime or at death of such Stockholder.

1.30. “Voting Common Stock” shall mean the no-par voting common stock of Clemens.

1.31. “Voting Stockholders” shall mean the owners of the Voting Common Stock of Clemens.

ARTICLE II TERMINATION OF PRIOR STOCKHOLDERS AGREEMENT.

Effective as of the date of this Agreement, the Prior Stockholders Agreement is hereby terminated and of no further force or effect.

ARTICLE III
AUTOMATIC CONVERSION TO SHARES OF CLASS H PREFERRED SHARES.

3.1. Subject to Section 3.2, if at any time the aggregate holdings of Stock and Preferred Shares of a Stockholder shall have an aggregate value, based on the most recent Agreed Price as determined in accordance with Article IX, of greater than the Maximum Holding Amount, Clemens shall, upon thirty (30) days prior written notice, automatically and without any further action on the part of such Stockholder or Clemens, convert an amount of such Stockholder's Stock into Class H Preferred Shares (as defined in the Articles) (each such conversion, an "Automatic Conversion") to reduce such Stockholder's aggregate holdings of Stock and Preferred Shares to the Maximum Holding Amount. The number of such Stockholder's Stock in respect of any such Automatic Conversion which shall be converted into Class H Preferred Shares (the "Conversion Share Amount") shall be equal to the quotient of (a) the aggregate value of Stock and Preferred Shares held by such Stockholder less the Maximum Holding Amount, divided by (b) the most recent Agreed Price. The number of Class H Preferred shares in respect of any such Automatic Conversion to be received by such Stockholder shall be equal to the Conversion Share Amount (y) multiplied by the latest Agreed Price (z) divided by the Class H Stated Value.

3.2. The Board of Directors may waive the automatic conversion provisions of Section 3.1 above.

ARTICLE IV
RESTRICTIONS ON TRANSFER OF SHARES.

4.1. Except as otherwise provided herein, each Stockholder agrees that he, she or it shall not in any way or manner whatsoever, Transfer any of the Stock now held (legally and/or beneficially) by it or as may hereafter be held (legally and/or beneficially) by him, her or it (through issuance by Clemens or transferred to him, her or it).

4.2. Permitted Transfers. Notwithstanding any restrictions that may be provided in Section 4.1, but subject to Article VI, a Stockholder may Transfer any or all of the Stock held by such Stockholder to any of the Members of the Family Unit of any of the Original Stockholders. Any transferee to whom shares of Stock are transferred under the provisions of this Section 4.2 (whether such transferee is a current stockholder of Clemens, or otherwise), as a condition to such Transfer, shall execute a joinder agreement (a "Joinder Agreement") pursuant to which such transferee shall agree to hold such shares under and subject to all of the terms, conditions and restrictions of this Agreement and shall automatically become subject to this Agreement.

4.3. Transfers Upon Board Approval. In the event a Stockholder shall desire to Transfer Stock to any person(s) or entity(ies) other than to the permitted transferees described in Section 4.2, subject to Article VI, the Stockholder shall first obtain the consent of two-thirds (2/3) of any duly convened quorum of the Board of Directors, in accordance with the procedure hereinafter set forth. The procedure by which the Stockholder may obtain such consent shall be as follows:

- indicating:
- (a) A written request shall be made to the Board of Directors
 - (i) The number of the shares intended to be transferred;
 - (ii) The name and address of the prospective transferee;
 - (iii) The relationship of the prospective transferee to the Stockholder;
 - (iv) The date of the intended Transfer;
 - (v) The number of the shares which will remain with the Stockholder, if any; and
 - (vi) The age of the prospective transferee.

(b) The Board of Directors at its next regular meeting after receiving the written request for Transfer shall review said request and within five (5) days after said meeting shall notify the Stockholder in writing of the decision of the Board of Directors relative thereto. The decision of the Board of Directors shall be final, binding and conclusive on the Stockholder. For purposes of clarity, no Transfer by a Stockholder (with the exception of those transactions involving a Transfer to any of the Members of the Family Unit of any of the Original Stockholders as provided in Section 4.2 of this Agreement) may be made under this Article III in the event that the required Board of Directors' consent shall not be obtained.

(c) In the event the Board of Directors shall approve the Transfer, such Transfer shall occur no later than ninety (90) days after such approval and shall be conditioned upon the transferee executing a Joinder Agreement.

(d) Any subsequent Transfer by the transferee shall likewise be subject to the terms, conditions and restrictions of this Agreement requiring prior written approval of the Board of Directors before any such further Transfer shall be permitted.

(e) No approval given by the Board of Directors shall be deemed to be a blanket approval for any further or subsequent Transfer of the Stock by a Stockholder or the shares of Stock that were the subject matter of such approval; and the approval of the Board of Directors shall only extend to the named transferee and for the number of the shares identified in the Stockholder's written request for Transfer as so submitted to the Board of Directors.

4.4. Transfers Void; Equitable Relief. Clemens agrees that it will not cause or permit the Transfer of any of the Stock to be made on its books except in accordance with the terms of this Agreement. Any proposed Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not be recorded on the books of the Company and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be

entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Stock not made in strict compliance with this Agreement).

ARTICLE V
LIMITED RIGHT TO SELL SHARES.

5.1. Bona Fide Offer Defined. As used herein, a “Bona Fide Offer” is an offer which meets the following criteria:

- (a) Is in writing, signed and dated by the prospective purchaser;
 - (b) Sets forth the price to be paid for such shares;
 - (c) Sets forth the number of the shares intended to be sold;
 - (d) Sets forth the date on which the sale is to be contemplated;
 - (e) Sets forth the payment terms for the purchase price, which shall be at least at the Agreed Price per share and shall be for an aggregate amount of at least the Minimum Transfer Amount;
 - (f) Set forth any conditions, if any, to the purchase;
 - (g) Sets forth the full name and address of the prospective purchaser;
- and
- (h) Acknowledges the obligation and intent of the prospective purchaser to execute a Joinder Agreement to this Agreement.

5.2. Sales Pursuant to a Bona Fide Offer.

(a) If a Stockholder should receive an offer from a third party to purchase all or any portion of the shares of Stock, which the Stockholder shall desire to accept, such offer may not be accepted by the Stockholder unless it is a Bona Fide Offer as described in Section 5.1 above and the Stockholder complies with the provisions of this Section 5.2.

(b) Before a Stockholder may accept a Bona Fide Offer, the Stockholder shall first be required to give a Sale Notice to Clemens, which notice, in such case, shall include the following:

(i) A statement that the Stockholder desires to sell the shares and specifying the amount thereof;

(ii) A statement that the Stockholder has received a Bona Fide Offer

for the shares; and

(iii) A copy of the Bona Fide Offer referred to in the Sale Notice.

The Stockholder shall then be required to obtain the consent of two-thirds (2/3) of any duly convened quorum of the Board of Directors, in accordance with the procedure set forth in Section 4.3 above. In the event that the required two-thirds (2/3) consent shall not be obtained, no sale by the Stockholder may be made under this Section 5.2. For purposes of clarity, no Transfer by a Stockholder may be made under this Article V in the event that the required Board of Directors' consent shall not be obtained.

(c) In the event the Board of Directors shall by two-thirds (2/3) vote approve the sale of the Stock, as aforesaid, the Stockholder shall be required first to offer to sell all of the Stock as referenced in said Bona Fide Offer to the selling Stockholder's Family Unit Registered Purchasers, if the selling Stockholder is a Family Unit Stockholder, and second, to the Other Family Unit Registered Purchasers; or, if the selling Stockholder is not a Family Unit Stockholder, to all of the Family Unit Registered Purchasers, at the lesser of the price as provided in said Bona Fide Offer or the Agreed Price, and offer to such Family Unit Registered Purchasers shall further provide that such Family Unit Registered Purchasers may elect to purchase the Stock on the same terms as provided in the Bona Fide Offer (other than as to price, as provided for hereinabove) or on the terms as provided in Article X of this Agreement.

(d) The Family Unit Registered Purchasers shall, as a group, have a total of thirty (30) days after delivery of the Sale Notice with the Bona Fide Offer attached to decide whether to accept the offer of the selling Stockholder and purchase the Stock so offered. The Family Unit Registered Purchasers electing to accept the offer shall give written notice of their acceptance of the offer within said thirty (30) days to the selling Stockholder. Each of the Family Unit Registered Purchasers who accepts the offer to purchase the Stock offered pursuant to this Section 5.2 shall have the right to purchase that portion of such Stock which is being offered for sale, equal to the ratio of the number of shares of the Stock owned by said Family Unit Registered Purchaser to the total number of shares of Stock owned by all of the Family Unit Registered Purchasers participating in the purchase. If any of the Family Unit Registered Purchasers are unable or unwilling to purchase the portion of the Stock as may be allotted to him or her, the other Family Unit Registered Purchasers participating in the purchase shall have the right to purchase the balance in a similar ratio; provided, however, that the other Family Unit Registered purchasers participating in the purchase may agree among themselves to a different allocation.

(e) If the Family Unit Registered Purchasers shall not purchase all of the Stock that was the subject matter of the selling Stockholder's offer to them, the selling Stockholder shall then offer the balance of such selling Stockholder's Stock to Clemens by providing a Sale Notice to Clemens, in the same manner, at the same price and on the same terms as set forth in Section 5.3 below. Within thirty (30) days after delivery of such notice, Clemens shall have the opportunity to accept the selling Stockholder's offer by giving written notice to the selling Stockholder of the acceptance of the offer.

(f) If neither the Family Unit Registered Purchasers nor Clemens shall accept the selling Stockholder's offer with respect to all of the Stock which may be offered under

this Section 5.2, then the Registered Remaining Stockholders shall have a similar right of purchase, at the same price and on the same terms as provided in Section 5.2(d) above, with respect to that portion of the Stock owned by the selling Stockholder which neither the Family Unit Registered Purchasers nor Clemens purchased. The Selling Stockholder shall, within fifteen (15) days after the expiration of the thirty (30) day offering period allocated to Clemens as set forth in Section 5.2(e) above, provide a Sale Notice to the Registered Remaining Stockholders of their right to purchase the Stock. Such written notice shall be in the form as provided in Section 5.2(d) above. Within thirty (30) days after delivery of such notice, the Registered Remaining Stockholders shall have the opportunity to accept the selling Stockholder's offer by giving written notice to the selling Stockholder of the acceptance of the offer.

(g) Each of the Registered Remaining Stockholders who accepts the offer to purchase the Stock pursuant to Section 5.2(f) shall have the right to purchase that portion of such Stock which is being offered for sale, equal to the ratio of the number of shares of the Stock owned by him or her to the total number of shares of the Stock owned by all Registered Remaining Stockholders participating in the purchase. If any of the Registered Remaining Stockholders are unable or unwilling to purchase the portion of the Stock allotted to him or her, the other Registered Remaining Stockholders shall have the right to purchase the balance in a similar ratio; provided, however, that the Registered Remaining Stockholders participating in the purchase may agree among themselves to a different allocation.

(h) If at the end of the time periods as set forth in Sections 5.2(d) through 5.2(f) above, the selling Stockholder's offer has not been accepted in full by the Family Unit Registered Purchasers, Clemens and/or the Registered Remaining Stockholders, the selling Stockholder shall be free for a period of ninety (90) days thereafter to sell not less than all of the remaining shares of Stock to which the Bona Fide Offer pertained to the prospective purchaser. Such sale shall be fully in accord with the terms of the Bona Fide Offer of the prospective purchaser. The selling Stockholder shall not be permitted to sell other than to the prospective purchaser named in the Bona Fide Offer. In the event such sale shall not be in accordance with the terms of said Bona Fide Offer or not to the prospective purchaser therein named, the selling Stockholder shall be required to again offer his or her Stock as provided in this Article V. In the event the Stock shall not be sold to the prospective purchaser who made the Bona Fide Offer within the ninety (90) day period referred to in this Section 5.2(h), then the selling Stockholder shall no longer be permitted to sell his or her Stock without again complying with all the terms of this Article V from the beginning.

(i) Any sale of the Stock by the selling Stockholder under this Article V shall be conditioned upon the purchaser (whether the purchaser is a current stockholder of Clemens, or otherwise) executing a Joinder Agreement pursuant to which such purchaser agrees, and it is deemed that the purchaser agrees, the purchaser of the Stock shall hold the Stock under and subject to all of the terms, conditions and restrictions of this Agreement and shall automatically become subject to this Agreement.

(j) The selling Stockholder shall immediately notify Clemens, the Family Unit Registered Purchasers and the Registered Remaining Stockholders, of any termination or withdrawal of any Bona Fide Offer submitted to the selling Stockholder, whether

such termination occurs by modification of the offer, by a new offer, by complete withdrawal of the offer, or otherwise. If any such termination of the offer occurs, the selling Stockholder shall not be permitted to sell any of the Stock without again complying fully with the terms of this Article V from the beginning.

(k) Clemens may at any time offer to purchase the Stock of any Stockholders) without any Bona Fide Offer being received from a third party. Clemens shall submit its offer in writing to the prospective selling Stockholders). The selling Stockholders) shall have no obligation under this Section 5.2(k) to sell their Stock and shall be entirely free to consider and either accept or reject said offer. Any offer by Clemens shall be treated as a Bona Fide Offer hereunder, and shall be in writing setting forth each of the terms as would be contained in a Bona Fide Offer, and a copy of said offer shall be given to each of the Stockholders hereunder.

(l) Notwithstanding any restrictions that may be provided in this Article V, there shall be no prohibition or restraint applicable to a sale by a Family Unit Stockholder to any of the Members of the Family Unit of any of the respective Family Unit Stockholders.

5.3. Sales not Pursuant to a Bona Fide Offer. If any Stockholder should desire to sell all or any portion of such Stockholder's Stock holdings without having first received a Bona Fide Offer therefor, subject to Article VI, such selling Stockholder shall comply with the following provisions:

(a) If the selling Stockholder desires to sell such Stockholder's Stock at a price other than the Agreed Price, then such Stockholder shall first be required to obtain the consent of two-thirds (2/3) of any duly convened quorum of the Board of Directors, in accordance with the procedure set forth in Section 4.3 above. In the event that the required two-thirds (2/3) consent shall not be obtained, no sale by the Stockholder may be made under this Section 5.3.

(b) If the selling Stockholder desires to sell such Stockholder's Stock at the Agreed Price, or, if the selling Stockholder desires to sell such Stockholder's Stock at a price other than the Agreed Price and such Stockholder has received the approval of the Board of Directors in accordance with Section 5.3(a) above, the selling Stockholder shall first deliver a Sale Notice to Clemens. If the selling Stockholder is a Family Unit Stockholder, the Family Unit Registered Purchasers of such Stockholder shall be given written notice of such Sale Notice by the Treasurer of Clemens, and shall have ten (10) days after delivery of the Sale Notice to deliver to the Treasurer of Clemens Payment for the shares of Stock each of such Family Unit Registered Purchasers desires to purchase. Each of said Family Unit Registered Purchasers shall have the right to purchase that portion of such Stock which is being offered for sale, equal to the ratio of the number of shares of the Stock owned by said Family Unit Registered Purchaser to the total number of shares of Stock owned by all of the Family Unit Registered Purchasers participating in the purchase. If any of the Family Unit Registered Purchasers are unable or unwilling or unable to purchase the portion of the Stock as may be allotted to him or her, the Family Unit Registered Purchasers participating in the purchase shall have the right to purchase

the balance in a similar ratio; provided, however, that said Family Unit Registered Purchasers participating in the purchase may agree among themselves to a different allocation.

(c) If the Family Unit Registered Purchasers of the Selling Stockholder shall not purchase all of the Stock that was the subject matter of the selling Stockholder's Sale Notice in accordance with Section 5.3(b) above, the Other Family Unit Registered Purchasers shall, as a group, be given written notice by the Treasurer of Clemens of the balance of the shares of Stock subject to such Sale Notice, and shall have ten (10) days after delivery of such notice to deliver Payment to the Treasurer of Clemens for the shares of Stock each of such Other Family Unit Registered Purchasers desires to purchase. Each of such Other Family Unit Registered Purchasers shall have the right to purchase that portion of such Stock which is being offered for sale, equal to the ratio of the number of shares of the Stock owned by said Other Family Unit Registered Purchaser to the total number of shares of Stock owned by all of the Other Family Unit Registered Purchasers participating in the purchase. If any of the Other Family Unit Registered Purchasers are unable or unwilling to purchase the portion of the Stock as may be allotted to him or her, the Other Family Unit Registered Purchasers participating in the purchase shall have the right to purchase the balance in a similar ratio; provided, however, that said Other Family Unit Registered purchasers participating in the purchase may agree among themselves to a different allocation.

(d) If neither the selling Stockholder's Family Unit Registered Purchasers nor the Other Family Unit Registered purchasers shall purchase all of the Stock that was the subject matter of the selling Stockholder's Sale Notice, as aforesaid, Clemens shall have fifteen (15) days after the expiration of the period as set forth in Section 5.3(c) above to purchase the balance of the shares of Stock subject to such Sale Notice.

(e) Any Payment (s) received by the Treasurer of Clemens under Sections 5.3(b) or 5.3(c) above or made by Clemens pursuant to Section 5.3(d) above, shall be in the amount of the Agreed Price and shall be delivered to the selling Stockholder upon expiration of the time periods contemplated by Sections 5.3(b) through 5.3(d) above, as applicable.

(f) If the selling Stockholder is not a Family Unit Stockholder, all of the Family Unit Registered Purchasers shall, as a group, be given written notice by the Treasurer of Clemens of such Sale Notice, and shall have fifteen (15) days after delivery of such notice to deliver Payment to the Treasurer of Clemens for the shares of Stock each of such Family Unit Registered Purchasers desires to purchase. Each of such Family Unit Registered Purchasers shall have the right to purchase that portion of such Stock which is being offered for sale as set forth in Section 5.3(b) above.

(g) If all of the Family Unit Registered Purchasers, as a group, shall not purchase all of the Stock that was the subject matter of the selling Stockholder's Sale Notice in accordance with Section 5.3(f) above, Clemens shall have fifteen (15) days after the expiration of the period as set forth in Section 5.3(f) above to purchase the balance of the shares of Stock subject to such Sale Notice.

5.4. If Clemens shall not purchase all of the Stock that was the subject matter of the selling Stockholder's Sale Notice in accordance with Section 5.3(g) above, such Selling

Stockholder may not sell any of such Stockholder's remaining shares of Stock subject to such Sale Notice unless such Stockholder shall first obtain a Bona Fide Offer for the purchase of all or any portion of said Stock, in accordance with Section 5.2 above.

ARTICLE VI
CERTAIN THRESHOLDS RELATING TO TRANSFERS, REDEMPTIONS AND
OFFERS TO PURCHASE.

6.1. Minimum Transfer Amount.

(a) Notwithstanding the foregoing, no Transfer otherwise permitted pursuant to Article III or Article V hereof shall be made by any Stockholder unless the Agreed Price for the aggregate Stock proposed to be transferred is at least the Minimum Transfer Amount.

(b) Stockholders may offer to purchase authorized but unissued shares of Stock constituting treasury shares from Clemens at the Agreed Price at such times and in accordance with the procedures established by Clemens from time to time, provided that the aggregate price of the Stock to be purchased on any single occasion shall be no less than the Minimum Transfer Amount.

6.2. Redemption Following Certain Transfers. If, following the Transfer or redemption of Stock permitted by this Agreement, including any redemption of Stock by Clemens at the request of a Stockholder, the aggregate Stock holdings of the transferring or redeemed Stockholder shall have an aggregate Agreed Price of less than the Minimum Holding Amount, Clemens may, at its sole option and election, redeem the remaining Stock of such Stockholder out of funds legally available therefor, for an amount per share equal to the Agreed Price, plus all accrued and unpaid dividends (and any interest due thereon), if any (the "Non-Voting Common Shares Redemption Price"), with respect to such Stock through the date of payment of the Non-Voting Common Shares Redemption Price. Such redemption by Clemens shall be in accordance with the redemption procedures set forth in Section 3.E.(ii)-(iii) of the Articles.

6.3. Preemptive Rights. The holders of Stock shall not have the right to subscribe to any additional shares which Clemens may now or hereafter authorize.

ARTICLE VII
DEATH OF A STOCKHOLDER.

7.1. Stock Purchase or Redemption to Pay Taxes and Expenses.

(a) Upon the death of a Stockholder, the personal representative of said Stockholder may offer to Clemens, and Clemens shall purchase or redeem, at the Agreed Price, so much of the Stock that said Stockholder owned at his or her death as will qualify as a "sale or exchange" of stock under Section 303 of the Code. Except as to the payment for the Stock which is provided for specifically in this Section 7.1, the terms of said purchase or redemption shall be as set forth in Article X of this Agreement.

(b) Clemens shall purchase or redeem the Stock within the time periods applicable under Section 303 of the Code so as to allow the benefit of Section 303 of the Code to be afforded to the estate of the deceased Stockholder. Said Section 303 of the Code presently contemplates and Clemens does hereby agree that it shall purchase or redeem said Stock after the deceased Stockholder's death within the later of:

(i) Three (3) years and ninety (90) days after the filing of the estate tax return of the deceased Stockholder;

(ii) If a petition is filed with the Tax Court by the personal representative of the deceased Stockholder, payment by Clemens shall be made within sixty (60) days after the Tax Court decision becomes final;

(iii) If deferred payment of estate taxes was elected by the personal representative of the deceased Stockholder, Clemens shall make payment within the time period permitted for the estate tax installments; or

(iv) Such other time periods or requirements as may be provided under the Code.

(c) If the Stock that qualifies for Section 303 treatment is held by more than one Stockholder, and the benefits of Section 303 of the Code will not be applicable to the purchase or redemption of all of the Stock, Clemens shall be obligated to purchase or redeem first the Stock of those Stockholders who are liable for the expenses and taxes which go into measuring the extent to which the purchase or redemption by Clemens qualifies under Section 303 of the Code, and those Stockholders shall be the first qualifying to sell to Clemens.

(d) In the event that the purchase or redemption by Clemens of the Stock of a deceased Stockholder shall be inadequate to allow the personal representative of the deceased Stockholder to take full advantage of Section 303 of the Code (and with the further proviso that stock qualifying under Section 303 of the Code held by the deceased Stockholder in other corporations shall likewise not be sufficient), Clemens agrees to purchase at the Agreed Price, and in accordance with the provisions of Article X of this Agreement, such quantity of additional shares of the Stock of said deceased Stockholder as will take full advantage of the benefits of Section 303 of the Code. The personal representative of the deceased Stockholder shall provide written notice to Clemens as soon as said personal representative shall become aware that said additional Stock must be acquired to afford the full benefits of Section 303 of the Code, should said personal representative desire to take full advantage of said provision. Clemens shall have no obligation to purchase or redeem Stock from any deceased Stockholder's estate under this Section 7.1 not liable for the expenses and taxes which go into measuring the extent to which a purchase by Clemens qualifies for the benefits of Section 303 of the Code.

(e) Notwithstanding the foregoing, if any of the Stockholders hold Voting Common Stock, not all of which will be required to be purchased or redeemed by Clemens in order for the deceased Stockholder's estate to take full advantage of the benefits under Section 303 of the Code, the parties hereto agree that the Stockholder's Voting Common Stock and the Stock in Clemens subject to this Agreement shall be purchased or redeemed in

such order as the personal representative of the deceased Stockholder so determines, until said deceased Stockholder's estate has taken full advantage of Section 303 of the Code.

7.2. Generally.

(a) Except as otherwise set forth in this Agreement, if upon the death of any of the Stockholders, any of their respective shares of Stock would pass by will or intestacy to persons or entities other than Members of the Family Unit of any of the Family Unit Stockholders but for the terms of this Agreement, then the Registered Family Unit Surviving Stockholders shall have the option to purchase all or any portion of said deceased Stockholder's Stock, at the Agreed Price (as in effect at the moment of the Stockholder's death), on the terms and conditions hereinafter set forth. If the deceased Stockholder is a Family Unit Stockholder, the deceased Stockholder's Family Unit Registered Purchasers shall have the option, simultaneously with the Registered Family Unit Surviving Stockholders, to purchase all or any portion of said deceased Stockholder's Stock, and the Other Family Unit Registered Purchasers shall have the second option.

(b) The option so granted to the Registered Family Unit Surviving Stockholders shall be exercised by written notice to the personal representative of such deceased Stockholder within the later of ninety (90) days after (i) the appointment of the personal representative of said deceased Stockholder or (ii) written notice of the option contemplated by this Section 7.2 is delivered to the Registered Family Unit Surviving Stockholders by said personal representative. Each of the Registered Family Unit Surviving Stockholders who shall exercise such option shall have the right to purchase the portion of the shares of Stock as determined under Section 5.2(c) of this Agreement.

(c) In the event the Registered Family Unit Surviving Stockholders have not exercised such option with respect to all of the Stock which is the subject matter of this Section 7.2 within the time periods provided hereinabove, then Clemens shall have a similar option at the same price and on the same terms as provided for in Section 7.2(a) of this Agreement as to all or any portion of the Stock which was subject to the Registered Family Unit Surviving Stockholders' option which the Registered Family Unit Surviving Stockholders did not purchase. The personal representative shall, within fifteen (15) days after the expiration of the Registered Family Unit Surviving Stockholders' ninety (90) day option period, provide written notice to Clemens of its option to purchase the Stock of the deceased Stockholder. Said option to Clemens shall be exercised in a similar manner, as provided in Section 7.2(b) of this Agreement, within thirty (30) days after the delivery of said notice from the personal representative.

(d) In the event that neither the Registered Family Unit Surviving Stockholders nor Clemens have exercised such option with respect to all of the Stock which is the subject matter of this Section 7.2, then the Registered Remaining Stockholders shall have a similar option at the same price and on the same terms as provided in Section 7.2(a) of this Agreement as to all or any portion of the Stock owned by the deceased Stockholder as to which neither the Registered Family Unit Surviving Stockholders nor Clemens have exercised their options. The personal representative shall, within fifteen (15) days after the expiration of the previous thirty (30) day option period, provide written notice to the Registered Remaining

Stockholders of their option to purchase the Stock of the deceased Stockholder. Said option shall be exercised in a similar manner as is provided in Section 7.2(b) of this Agreement, within fifteen (15) days after the delivery of said notice from the personal representative. Each of the Registered Remaining Stockholders who shall exercise such option as provided in this Section 7.2(d) shall have the right to purchase that portion of the shares of the Stock as determined under Section 5.2(f) of this Agreement.

(e) Any Stock not so purchased as provided under Sections 7.2(a) through 7.2(d) of this Agreement may be distributed under the deceased Stockholder's will or by intestate succession.

(f) In the event that a deceased Stockholder acquired any shares of the Stock pursuant to any Incentive Stock Option Plan or similar agreements of Clemens, the disposition of such shares of the Stock so acquired upon the death of such Stockholder shall be in accordance with the terms contained in said Incentive Stock Option plans or similar agreements.

(g) Notwithstanding the foregoing, any Stockholder may, prior to his or her death, request the consent of two-thirds (2/3) of any duly convened quorum of the Board of Directors that said Stockholder's Stock, or any portion thereof, be transferred at said Stockholder's death to certain then-specified persons or entities not otherwise permitted under this Article VII, pursuant to said Stockholder's last will and testament. The method to be utilized for such request shall be the same as provided in Section 4.3 of this Agreement. If the Board of Directors shall approve the request for Transfer, as provided herein, and said deceased Stockholder's Stock is not so transferred within a reasonable time after said deceased Stockholder's death, then the approval for Transfer as provided herein shall be deemed to be rescinded and the deceased Stockholder's Stock shall be subject to the remaining provisions of this Article VII, as if this Section 7.2(g) did not exist. Further, if the Board of Directors shall not approve such request, the deceased Stockholder's Stock shall be subject to the remaining provisions of this Article VII, as if this Section 7.2(g) did not exist.

(h) Any transferee who shall receive Stock under the provisions of this Article VII shall execute a Joinder Agreement to this Agreement pursuant to which such transferee shall agree to hold such Stock under and subject to all of the terms, conditions and restrictions of this Agreement and shall automatically become subject to this Agreement.

ARTICLE VIII LEGAL PROCEEDINGS AGAINST ANY STOCKHOLDER.

In view of the fact that the interests of the Stockholders and Clemens would be seriously affected by any disposition or Transfer of the Stock of any Stockholder not otherwise permitted under this Agreement, or by any legal or equitable proceeding against any Stockholder, it is agreed as follows:

8.1. In the event of any voluntary proceeding by or involuntary proceeding against any Stockholder under any provision of any federal or state act relating to bankruptcy or insolvency which would adversely affect the Stockholder's ability to retain the Stock, or

8.2. In the event of the attachment of the Stock of any Stockholder, or

8.3. In the event that any judgment or decree is obtained in any legal or equitable proceeding against any Stockholder which would adversely affect the Stockholder's ability to retain the Stock, or

8.4. In the event any judgment or decree is obtained under any divorce, equitable distribution or other proceeding which would adversely affect the Stockholder's ability to retain the Stock, or

8.5. In the event the disposition of the Stock is contemplated or threatened under legal process as a result of any of the foregoing, or

8.6. In the event that any execution process is issued against any Stockholder or against the Stock which would adversely affect the Stockholder's ability to retain the Stock, or against the Stock of such Stockholder, or

8.7. In the event that any form of legal proceedings or process shall occur by which the Stock of any Stockholder may be transferred either voluntarily or involuntarily including but not limited to divorce or equitable distribution proceedings, then:

(a) The Family Unit Registered Purchasers shall, as a group, have the option to purchase the subject shares of such Stockholder's Stock for the Agreed Price (as is in effect at the time such purchase option arises) upon the terms as set forth in Article IX of this Agreement, which option shall be exercised by notice to the Stockholder whose Stock is then being affected and to the person who has lawful custody of said Stock within thirty (30) days after said Family Unit Registered Purchasers shall have received notice of the event which gave rise to such option. Each of said Family Unit Registered Purchasers who shall exercise such option as provided for in this Section 8.7(a) shall have the right to purchase that portion of the shares of Stock of the subject Stockholder as determined under Section 5.2(c) of this Agreement.

(b) In the event the Family Unit Registered Purchasers have not exercised such option with respect to all of the Stock which is the subject matter of this Article VII within the time periods provided hereinabove, then Clemens shall have a similar option at the same price and on the terms as provided in Section 8.7(a) of this Agreement as to the balance of the Stock which was subject to the aforesaid Family Unit Registered Purchasers' option and which said Family Unit Registered Purchasers did not purchase. Said option to Clemens shall be exercised in a similar manner as is provided in Section 8.7(a) of this Agreement within thirty (30) days after the expiration of the aforesaid Family Unit Registered Purchasers thirty (30) day option period.

(c) In the event that neither the Family Unit Registered Purchasers nor Clemens have exercised such option with respect to all of the Stock which is the subject matter of this Article VII, then the Registered Remaining Stockholders shall have a similar option at the same price and on the terms as provided in Section 8.7(b) of this Agreement as to the balance of the Stock owned by the subject Stockholder as to which neither the Family Unit Registered Purchasers nor Clemens have exercised their option. Said option shall be exercised in a similar manner and on the terms as is provided in Section 8.7(b) of this Agreement. Each Registered Remaining Stockholder who shall exercise such option as provided in this Section 8.7(c) shall

have the right to purchase that portion of the shares of Stock of the subject Stockholder as determined under Section 5.2(f) of this Agreement.

8.8. Any Stock not so purchased in the manner set forth in Section 8.7 above may be transferred pursuant to said court order, decree, attachment or judgment.

8.9. Any transferee who shall receive the Stock under the provisions of this Article VIII (including, but not limited to, any transferee who receives the Stock pursuant to said court order, decree, attachment or judgment) shall execute a Joinder Agreement to this Agreement, pursuant to which such transferee shall agree to hold such Stock under and subject to all of the terms, conditions and restrictions of this Agreement and shall automatically become subject to this Agreement.

ARTICLE IX AGREED PRICE.

9.1. The Agreed Price of each share of the issued and outstanding Stock of Clemens is hereby determined to be that amount as is set forth in the latest Stock valuation report prepared by Management Planning, Inc. or such other organization, performing stock valuation services, engaged by the Board of Directors for such purpose, setting forth the valuation of the Stock. The Board of Directors, in its sole discretion, shall have the right to utilize a different valuation organization to determine the Agreed Price, in which case, said other valuation organization's report shall be determinative of the Agreed Price.

9.2. Clemens shall attach the most current written determination of the Agreed Price and the last five (5) most current determinations of the Agreed Price as Exhibit "A" to the copy of this Agreement to be kept on file at Clemens's registered office.

ARTICLE X TERMS OF PAYMENT.

10.1. Except as provided in Sections 10.2 or 10.3, any redemption or purchase of a Stockholder's shares of Stock by Clemens is to be made under this Agreement (including, but not limited to, a redemption or purchase under Article VI of this Agreement, partial or otherwise), it shall be in accordance with the terms provided hereunder:

(a) Ten percent (10%) shall be paid at the Closing on the subject transaction. The balance shall be paid in fifteen (15) annual installments commencing on the first day of the thirteenth (13th) month following the initial payment with interest on the sum remaining at the lowest applicable federal rate as determined under the Code to avoid the imputation of interest. Notwithstanding the foregoing, the purchaser shall have the option of making one (1) lump sum payment of the total amount due within thirty (30) days after the exercise of the option, or within thirty (30) days after the date of Closing, without prepayment penalty.

(b) The unpaid balance of the purchase price which is due after the initial payment shall be evidenced by a judgment promissory note which shall include a

provision that upon default in payment of the note the entire obligation shall become immediately due and payable.

(c) The judgment promissory note shall also provide that the purchaser shall have the option to prepay, in whole or in part, the unpaid principal or interest of either all or a portion of the obligation from time to time without prepayment penalty.

(d) The Stock purchased shall be duly endorsed and delivered to the purchaser upon the initial payment of the purchase price, and the seller thereafter shall no longer be entitled to exercise any privilege of ownership, including the right to vote and receive dividends with respect to such Stock.

(e) At the Closing contemplated by this Article IX, and as a condition to the transactions contemplated by said Closing, the purchaser shall execute a Joinder Agreement to this Agreement as contemplated hereby.

10.2. In the event that a purchase or redemption is made under Section 303 of the Code as provided in Section 6.1 of this Agreement, Clemens shall make payment in full on or before the time provided in Section 6.1 of this Agreement with regard to as many shares of Stock as is required to be purchased or redeemed pursuant hereto. The Stock purchased or redeemed in accordance with the provisions of Section 303 of the Code and pursuant to this Agreement shall be duly endorsed and delivered to the purchaser upon the payment of the purchase price, and the seller shall no longer be entitled to exercise any privilege of ownership with respect to the Stock, including the right to vote and receive dividends thereon.

10.3. When any redemption, partial redemption or partial purchase of a Stockholder's shares of Stock is to be made under this Agreement, it shall be in accordance with the terms as provided in Section 10.1 of this Agreement, except that in no event shall the amount due in any one (1) year (including principal and interest) exceed, in the aggregate, the amount of the Designated Stockholder Limitation. Any excess due to the selling Stockholder shall be paid, with interest as calculated in Section 10.1, in additional annual payments in the amount of the Designated Stockholder Limitation in the years subsequent to the fifteenth (15th) annual installment payment notwithstanding the foregoing, the Board of Directors, at the request of the selling Stockholder, by consent of two-thirds (2/3) of any duly convened quorum of the Board of Directors, may waive the amount of the Designated Stockholder Limitation per year limitation, as provided herein.

ARTICLE XI ADMINISTRATIVE PROCEEDINGS.

11.1. Upon the execution of this Agreement, at any time that the Stock is certificated, the parties hereto shall cause the certificates of Stock affected hereunder to be endorsed as follows:

Notice is hereby given that the sale, assignment, transfer, pledge, or other disposition of the shares of the stock represented by this certificate are subject to a certain Third Amended and Restated Non-Voting Common Stockholders Agreement dated as of the [●]

day of [●], 20[●], by and among The Clemens Family Corporation and the Non-Voting Common Stockholders of The Clemens Family Corporation, a copy of which is on file in the office of the Secretary of The Clemens Family Corporation.

11.2. The parties hereto agree that all of the Stock to be issued hereinafter shall be subject to this Agreement and the aforesaid notice shall be deemed to be contained on each said Stock certificate, at any time that the Stock is certificated.

ARTICLE XII INSUFFICIENT SURPLUS

If at the time Clemens is required to make payment of the redemption or purchase price of the Stock, its surplus is insufficient for such purpose, then:

12.1. The entire available surplus shall be used to purchase the part of the Stock required to be purchased hereunder; and

12.2. Clemens shall, and shall use its commercially reasonable efforts to cause the other stockholders of Clemens (including the Stockholders) to, promptly take all required action to reduce the capital stock of Clemens to the extent necessary for the redemption or purchase of the subject Stock. Payment for the Stock redeemed or purchased shall be made as determined herein. If Clemens is unable to reduce its capital stock to the extent necessary for such purchase or redemption, Clemens shall, and shall use its commercially reasonable efforts to cause the other stockholders of Clemens (including the Stockholders) to, purchase equal amounts of such unredeemed Stock on the same terms and conditions as Clemens would have redeemed the Stock if the surplus had been available.

ARTICLE XIII EXECUTION OF AGREEMENT; COPY OF AGREEMENT; JOINDER AGREEMENTS.

13.1. This Agreement may be executed in two (2) or more counterparts, all of which shall constitute one and the same agreement.

13.2. Clemens agrees that it will keep on file at its registered office its financial statements for the six (6) immediately preceding fiscal years and an executed copy of this Agreement, together with any amendments thereto and will exhibit the same to any Stockholder or their duly authorized representative during normal business hours.

13.3. Any person or entity who may receive shares of the Stock from and after the date of this Agreement shall execute a Joinder Agreement to this Agreement, in form and content consistent herewith, prepared by Clemens. No person or entity shall be or constitute a Stockholder until and unless such person or entity shall execute such Joinder Agreement in accordance herewith.

13.4. The parties hereto agree to execute and deliver all documents and instruments which are reasonably necessary to carry out the terms and conditions of this Agreement.

ARTICLE XIV
AMENDMENT, MODIFICATION OR TERMINATION.

14.1. This Agreement may be amended, modified or rescinded at any time by the written agreement of Clemens and the holders of at least seventy-five percent (75%) of the outstanding shares of Stock of Clemens. Any amendment to this Agreement approved by Clemens and the holders of at least seventy-five percent (75%) of the outstanding shares of Stock of Clemens shall be binding upon Clemens, each of the parties hereto and any assignee or transferee of any such party regardless of whether such party specifically consented to such amendment.

14.2. In the event that there shall be any amendment, modification or rescission of this Agreement, the same shall not affect the right of any person or entity to receive or the obligation of any person or entity to pay the purchase price for any Stock being transferred or sold pursuant to this Agreement if such right of Transfer or sale arose prior to such amendment, modification or rescission.

14.3. This Agreement shall terminate upon the occurrence of any of the following events:

- (a) Cessation of Clemens's business.
- (b) Liquidation or dissolution of Clemens.
- (c) Bankruptcy or insolvency of Clemens, or the appointment of a receiver of the assets of Clemens if said appointment is not vacated within sixty (60) days after the same becomes effective.
- (d) The execution of an agreement to terminate, modify or amend signed by each of the Stockholders.

ARTICLE XV
ARBITRATION.

In the event of any disagreement arising with respect to any of the Sections or provisions of this Agreement or any alleged breach thereof or in connection with the valuation of the Stock, such dispute shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association in Philadelphia, Pennsylvania, and such determination shall be made in accordance with such rules and shall be binding upon all parties in interest. Judgment upon the award rendered in arbitration may be entered in any court having jurisdiction thereof. The arbitration shall be held in Lansdale, Pennsylvania or such other place within Montgomery County as the parties shall agree. The cost of said arbitration shall be borne equally by the parties to the dispute. The parties hereto agree that the jurisdiction and venue for any matters arising hereunder shall be exclusively vested in the courts of Montgomery County, Pennsylvania.

ARTICLE XVI
BENEFITS; CONTROLLING LAW; HEADINGS; GENDER.

This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. All headings are for convenience of reference only and do not form a part of or in any way interpret this Agreement. All pronouns and variations thereof shall be deemed to refer to the masculine and feminine and/or neuter, singular or plural, as the identity of the person, persons, entity or entities may require. The parties hereto acknowledge that the Stock is unique, and that any violation of this Agreement cannot be compensated for in damages alone. Therefore, in addition to all of the other remedies which may be available under applicable law and/or hereunder, any party hereto shall have the right to equitable relief, including, without limitation, the right to enforce specifically the terms of this Agreement by obtaining injunctive relief against any violation or nonperformance hereof.

ARTICLE XVII
NOTICES, OFFERS AND ACCEPTANCES.

All notices, offers or acceptances given pursuant to any of the terms of this Agreement shall be in writing and shall either be (i) given by registered or certified mail, return receipt requested, (ii) delivered personally, or (iii) sent charges prepaid by Federal Express or other reputable overnight delivery service, and shall be deemed given when so delivered personally, or if mailed, five (5) business days after the date of such mailing, or if sent by overnight delivery service, the first business day after being deposited with the overnight delivery service, addressed to such Stockholder at the address appearing on the records of Clemens, or to Clemens at its then principal place of business, to the attention of the President of Clemens.

ARTICLE XVIII
INTEGRATED AGREEMENT.

This Agreement constitutes the entire agreement between and among the parties hereto, supersedes all prior and contemporaneous agreements (including, but not limited to, the Prior Stockholders' Agreement) with respect to Clemens and the Stockholders, and there are no agreements, understandings, restrictions, warranties or representations between and among the parties other than those set forth herein. This Agreement shall become effective only when it shall have been executed by Clemens and all Stockholders who are parties to the Prior Stockholders' Agreement.

ARTICLE XIX
TERMINATION OF EMPLOYMENT.

19.1. If any Stockholder (other than a Family Unit Stockholder) is currently employed by Clemens or becomes employed by Clemens, and the employment of such Stockholder is terminated for any reason whatsoever, except for death or disability, and such Stockholder shall neither be a member of the Board of Directors nor engaged, pursuant to a written agreement, in a consulting capacity with Clemens, such termination shall be considered to be a Bona Fide Offer to sell said Stockholder's Stock under the terms and conditions of

Article V of this Agreement. The price and the terms of payment shall be those as provided in Article IX and Article X of this Agreement. If neither the Family Unit Stockholders, Clemens, nor the Registered Remaining Stockholders shall purchase the terminated employee's Stock, as provided hereinabove, the terminated employee may retain his or her Stock; provided, however, that the Stock nevertheless remains under and subject to all of the terms, conditions and restrictions of this Agreement.

19.2. Notwithstanding the foregoing, any Stockholder who is required to offer his or her stock to the Family Unit Stockholders, Clemens and/or the Registered Remaining Stockholders under the terms of this Article XIX shall have the right, prior to such sale of his or her Stock, to request the Board of Directors to waive the terminated Stockholder's requirement to sell his or her Stock as required by this Article XIX. The consent of two-thirds (2/3) of any duly convened quorum of the Board of Directors shall be required for such approval. If such approval is granted, the Stock shall nevertheless remain under and subject to all of the terms, conditions and restrictions of this Agreement.

ARTICLE XX TIME PERIODS.

All time periods contained in this Agreement herein shall be considered to be of the essence. If any time periods or conditions contained herein shall be in conflict with any time periods or conditions contained in any plan or similar agreement of Clemens, pursuant to which the Stock was issued to a particular Stockholder, the time periods or conditions contained in this Agreement shall control.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Third Amended and Restated Non-Voting Stockholders Agreement as of the day and year first above written.

THE CLEMENS FAMILY CORPORATION

By: _____
Thomas B. McKernan III
Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

EXECUTION PAGE FOR INDIVIDUAL SHAREHOLDERS

IN WITNESS WHEREOF, subject to acceptance by Clemens, the undersigned has executed this Third Amended and Restated Non-Voting Common Stockholders Agreement as of the date set forth below.

Dated: _____, 20__

Signature of Shareholder

Name of Shareholder (Please Print)

Joint Holder, if applicable:

Signature of Shareholder

Name of Shareholder (Please Print)

Address of Shareholder

Accepted:

Dated: _____, 200__

THE CLEMENS FAMILY CORPORATION

By: _____

Name:

Title:

