

Any privilege attaching as a result of [Seller's Counsel] representing [Seller] ... in connection with the transactions contemplated by this Agreement shall survive the [merger's] Closing and shall remain in effect; *provided*, that such privilege from and after the Closing shall be assigned to and controlled by [Shareholder Representative]. In furtherance of the foregoing, each of the parties hereto agrees to take the steps necessary to ensure that any privilege attaching as a result of [Seller's Counsel] representing [Seller] ... in connection with the transactions contemplated by this Agreement shall survive the Closing, remain in effect and be assigned to and controlled by [Shareholder Representative]. As to any privileged attorney client communications between [Seller's Counsel] and [Seller] ... prior to the Closing Date (collectively, the "Privileged Communications"), [Buyer], the Merger Subsidiary and [Seller] (including, after the Closing, the Surviving Corporation), together with any of their respective Affiliates, successors or assigns, agree that no such party may use or rely on any of the Privileged Communications in any action or claim against or involving any of the parties hereto after the Closing.