SIENA TECHNOLOGIES, INC.
Form PRER14C
May 28, 2008

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14C INFORMATION

Information Statement Pursuant to Section 14(c) of the Securities Exchange Act of 1934 (Amendment No. 2)

Check the appropriate box:

X Preliminary Information Statement

Confidential, for Use of the Commission Only (as permitted by Rule 14c-5(d)(2))

Definitive Information Statement

SIENA TECHNOLOGIES, INC.
(Name of Registrant as Specified In Its Charter)

Payment of Filing Fee (Check the appropriate box):

X No fee required.

Fee computed on table below per Exchange Act Rules 14c-5(g) and 0-11.

(1) Title of each class of securities to which transaction applies:
(2) Aggregate number of securities to which transaction applies:
(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (Set forth the amount on which the filing fee is calculated and state how it was determined):
$_____ per share as determined under Rule 0-11 under the Exchange Act.
(4) Proposed maximum aggregate value of transaction:
(5) Total fee paid:

Fee paid previously with preliminary materials.

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or
Schedule and the date of its filing.

(1) Amount previously paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

SIENA TECHNOLOGIES, INC.
5625 South Arville Street, SuiteE
Las Vegas, Nevada 89118
702-889-8777

INFORMATION STATEMENT
(Preliminary)

WE ARE NOT ASKING FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY

This information statement, pursuant to Section 14 of the Securities Exchange Act of 1934, as amended, and Regulation 14C and Schedule 14C there under (the "Information Statement") will be mailed on or about May __, 2008 to the stockholders of record as of April 14, 2008 (the "Record Date") of Siena Technologies, Inc. (the "Company") in connection with certain actions to be taken pursuant to the written consent of the stockholders of the Company holding a majority of the outstanding shares of common stock, dated as of April 9, 2008.

The actions to be taken pursuant to the written consent shall be taken on or about _______, 2008, 20 days after the mailing of this information statement.

THIS IS NOT A NOTICE OF A SPECIAL MEETING OF STOCKHOLDERS AND NO STOCKHOLDER MEETING WILL BE HELD TO CONSIDER ANY MATTER DESCRIBED HEREIN.

NOTICE OF ACTION TO BE TAKEN PURSUANT TO THE WRITTEN CONSENT OF STOCKHOLDERS HOLDING A MAJORITY OF THE OUTSTANDING CAPITAL STOCK IN LIEU OF A SPECIAL MEETING OF THE STOCKHOLDERS, DATED APRIL 9, 2008.

To the Stockholders of Siena Technologies, Inc.:

NOTICE IS HEREBY GIVEN to the stockholders of record of Siena Technologies, Inc. ("our", "we" or the "Company") as of the close of business on the record date, April 14, 2008 (the "Record Date"), that our board of directors (the "Board") has recommended, and that the holders of a majority of the voting power of our outstanding common stock voted on April 9, 2008, to approve the sale of the Assets of our subsidiary, Kelley Communication Company, Inc.

None of our current officers, directors, or any of their respective affiliates has any interest in the matter to be acted upon, except as set forth in this Information Statement.

Pursuant to Section 14 of the Securities Exchange Act of 1934, as amended, and Regulation 14C and Schedule 14C there under, and the provisions of the Nevada Revised Statutes, the above-mentioned corporate actions will become effective on or after _______, 2008, or twenty days (20) after this Information Statement is first mailed to our stockholders.

As of the Record Date, 42,163,691 shares of our common stock were issued and outstanding. Each share of common stock entitles the holder to one vote on all matters brought before the common stockholders. The holders of a majority of the issued and outstanding shares of our common stock voted for the approval of the above-mentioned actions.

We will bear the entire cost of furnishing this Information Statement. We will request brokerage houses, nominees, custodians, fiduciaries and other like parties to forward this Information Statement to the beneficial owners of our common stock held of record by them.

Date: May 28, 2008

By Order of the Board of Directors,

/s/ Anthony DeLise
Anthony DeLise
Interim President and Chief Executive Officer

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CONSENTING SHAREHOLDERS

As of April 9, 2008, the Company had 42,163,691 issued and outstanding shares of Common Stock of which were entitled to one vote on any matter brought to a vote of the Company's stockholders. By written consent in lieu of a meeting, dated April 9, 2008, the Board of Directors and the Majority Shareholders approved the following actions:

(i) Sale of Assets of Subsidiary Kelley Communication Company, Inc.

Effective on April 9, 2008, the following Majority Shareholders of Record on April 14, 2008, who collectively owned approximately 23,244,904 shares, or 55.13% of our voting common stock, consented in writing to the proposed actions:

Present Issued and Outstanding	42,163,691	100%
Name of Consenting Shareholder	**Shares Eligible**	**Percent(%)**
J. Michael Kelley	14,441,577	34.25%
Gary Elliston	5,008,654	11.88%
Dutchess Private Equities Fund, Ltd.	1,586,404	3.76%
Jack Manning	2,208,269	5.24%

We are not seeking written consent from any of our shareholders and our other shareholders will not be given an opportunity to vote with respect to the transactions. All necessary corporate approvals have been obtained, and this Information Statement is furnished solely for the purpose of:

- Advising shareholders of the action taken by written consent by Nevada Law; and
- Giving shareholders advance notice of the actions taken, as required by the Exchange Act.

Shareholders who were not afforded an opportunity to consent or otherwise vote with respect to the actions taken have no right under Nevada law to dissent or require a vote of all our shareholders.

OUTSTANDING SHARES AND VOTING RIGHTS

As of the Record Date, our authorized capitalization consisted of 100,000,000 shares of common stock (the "Common Stock"), of which 42,163,691 shares were issued and outstanding.

Each share of Common Stock entitles its holder to one vote on each matter submitted to the stockholders. However, because stockholders holding at least a majority of the voting rights of all outstanding shares of capital stock as at the Record Date have voted in favor of the foregoing proposals by resolution dated April 9, 2008 and having sufficient voting power to approve such proposals through their ownership of capital stock, no other stockholder consents will be solicited in connection with this Information Statement.

Pursuant to Rule 14c-2 under the Securities Exchange Act of 1934, as amended, the proposals will not be adopted until a date at least 20 days after the date on which this Information Statement has been mailed to the stockholders. We anticipate that the actions contemplated herein will be effected on or about ________, 2008.

We have asked brokers and other custodians, nominees and fiduciaries to forward this Information Statement to the beneficial owners of the Common Stock held of record by such persons and will reimburse such persons for out-of-pocket expenses incurred in forwarding such material.

Distributions and Costs

We will pay all costs associated with the distribution of this Information Statement, including the costs of printing and mailing. We will only deliver one Information Statement to multiple security holders sharing an address, unless we have received contrary instructions from one or more of the security holders. Also, we will promptly deliver a separate copy of this Information Statement and future stockholder communication documents to any security holder at a shared address to which a single copy of this Information Statement was delivered, or deliver a single copy of this Information Statement and future stockholder communication documents to any security holder or holders sharing an address to which multiple copies are now delivered, upon written request to us at our address noted above.

Security holders may also address future requests regarding delivery of information statements and annual reports by contacting us at our address noted above.

No Dissenters' Rights

The Nevada Revised Statutes do not provide for dissenter's rights in connection with any of the actions described in this Information Statement, and we will not provide shareholders with any such right independently.

INTEREST OF CERTAIN PERSONS IN OR OPPOSITION TO MATTERS TO BE ACTED UPON

Except as disclosed elsewhere in this Information Statement, none of the following persons has any substantial interest, direct or indirect, by security holdings or otherwise (other than with respect to elections to office) in any matter to be acted upon:

1. any of our directors or officers of our Company;
2. any proposed nominee for election as a director; and
3. any associate or affiliate of any of the foregoing persons.

As more fully described in this Information Statement, on September 22, 2005, Mr. J. Michael Kelley sold Kelley Communication to the Company in exchange for 14,016,587 shares of our common stock. Mr. Kelley, a former director of Siena who resigned on January 11, 2008, owns 100% of the membership interests of the Kelley II, LLC, a Nevada limited liability company that is acquiring the Assets of Kelley Communication Company, Inc., and is its sole managing member.

The shareholdings of our directors and officers are listed below in the section entitled "Security Ownership of Certain Beneficial Owners and Management." To our knowledge, no director has advised us that he intends to oppose the corporate actions described herein.

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SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following tables set forth certain information regarding the beneficial ownership of the common stock as of April 8, 2008 by (a) each stockholder who we know to own beneficially 5% or more of our outstanding Common Stock; (b) all directors; (c) all nominees for director; (d) our executive officers; and (d) all executive officers and directors as a group.

Except as otherwise indicated, all persons listed below have (i) sole voting power and investment power with respect to their shares of common stock, except to the extent that authority is shared by spouses under applicable law, and (ii) record and beneficial ownership with respect to their shares of common stock. The percentage of beneficial ownership is based upon 42,163,691 shares of common stock outstanding as of April 8, 2008.

Name and address of beneficial owner	**Amount and Nature of Beneficial Ownership**	**Percent of class of common stock** [(1)]
Anthony DeLise, Interim President and Chief Executive Officer	-0-	--
Michael Novielli(2) Director	7,466,049	15.5%
All Officers and Directors as a Group (2 Persons)(2)	7,4660,049	15.5%
J. Michael Kelly[(3)]	14,441,577	34.3%

(1)
Based on a total of 42,163,691 shares of common stock outstanding. In accordance with Securities and Exchange Commission Rules, each person's percentage interest is calculated by dividing the number of shares that person beneficially owns by the sum of (a) the total number of shares outstanding on April 8, 2008 plus (b) the number of shares such person has the right to acquire within sixty (60) days of April 8, 2008.

(2)
Mr. Novielli is director of Dutchess Private Equities Fund, Ltd. (“DPEF”) and managing member of Dutchess Advisors, LLC (“DA”, together with DPEF, “Dutchess”) which collectively beneficially own 7,466,049 shares of the Siena Technologies, Inc.’s common stock, Of this amount, DPEF beneficially owns 6,231,775 shares of common stock consisting of: (i) 1,352,130 shares of common stock; and (ii) warrants to purchase an aggregate of 4,879,645 shares of common stock. Further, DA beneficially owns 1,234,274 shares of common stock consisting of: (i) 234,274 shares of common stock; and (ii) warrants to purchase 1,000,000 shares of common stock. However, the terms of the warrants issued to Dutchess provide that Dutchess may not exercise the warrants if such exercise would result in Dutchess owning in excess of 4.99% of our total outstanding shares of common stock.

(3)
Consists of 625,000 shares of common stock and 13,816,577 shares owned by Kelley II, LLC. Mr. Kelley is the sole managing member of Kelley II, LLC, and as such, has voting and dispositive power over such shares owned by that entity.

COMPLIANCE WITH SECTION 16(a) OF THE SECURITIES EXCHANGE ACT OF 1934

Section 16(a) of the Securities Exchange Act of 1934, as amended, requires that our directors and executive officers, and persons who own more than ten percent (10%) of our outstanding common stock, file with the Securities and Exchange Commission (the "SEC") initial reports of ownership and reports of changes in ownership of Common Stock. Such persons are required by the SEC to furnish us with copies of all such reports they file. Specific due dates for such reports have been established by the SEC and we are required to disclose any failure to file reports by such dates. We believe that during the fiscal year ended December 31, 2007, all reports required to be filed pursuant to Section 16(a) were filed on a timely basis.

ACTION TO BE TAKEN: SALE OF ASSETS OF SUBSIDIARY KELLY COMMUNICATION COMPANY, INC.

On March 17, 2008, the Board of Directors, believing it to be in the best interests of the Company and its shareholders, approved the sale of the assets (the "Asset Sale") of the Company's wholly owned subsidiary, Kelley Communication Company, Inc., a Nevada corporation ("Kelley Communication") pursuant to the terms of a certain Asset Purchase Agreement by and among our Company, Kelley Communication, Mr. James Michael Kelley, and Kelley II, LLC, a newly formed Nevada limited liability company ("Kelley II"). Mr. Kelley is an executive officer of Kelley Communications and a former Director of the Company.

Mr. Kelley owns 100% of the limited liability company membership interests of Kelley II, and is its sole managing member. Additionally, he may be deemed to be the beneficial owner of approximately 13,816,577 shares of Siena's capital stock owned by Kelley II (the "Kelley Shares"). He is also a former director, who served on our Board from September 22, 2005 until January 2008. Mr. Kelley transferred the Kelley Shares to Kelley II for purposes of consummating the transactions contemplated by the Asset Purchase Agreement.

The summary that follows highlights selected information regarding the transaction, and may not contain all of the information that is important to you. To fully understand the sale of substantially all of the assets of Kelley Communication, and for a more complete description of the Asset Sale and related matters, you should carefully read this Information Statement, including the Asset Purchase Agreement attached as Appendix A, in its entirety.

Background

Pursuant to an acquisition agreement, we acquired 100% of the outstanding common stock of Kelley Communication on September 22, 2005, in exchange for common stock. The results of Kelley Communication's operations have been included in our consolidated financial statements since that date. Kelley Communication is a Las Vegas, Nevada-based business focused on the design, project management, installation and deployment of data, voice, video, audio/visual, security and surveillance systems, entertainment and special effects, and telecom systems.

The aggregate purchase price was $10,232,101, all of which was paid by issuing 14,016,577 shares of our common stock. The value of the shares of common stock was determined based on the average market price of our common stock on the ten trading days prior to September 22, 2005. The purchase price was determined by taking into account many factors including the reputation that Kelley Communication had amassed in its industry over the preceding 18 years, the reputation of Kelley Communication's founder, James Michael Kelley, having been in the business for over 40 years, Kelley Communication's estimate of 2005 projected revenues, and Kelley Communication's debt obligations at the time of closing.

Past Transactions with J. Michael Kelley

Upon the acquisition of Kelley, the Company assumed $492,856 in various notes payable to Michael Kelley. The notes payable carried interest at a fixed rate of 5.00%. These notes payable were refinanced on October 7, 2005 with a $492,856 note payable carrying interest at 6.00% and requiring 24 monthly payments of $17,412 in principal and interest through September 2007. The balances of $533,609 and $152,816 remained outstanding as of December 31, 2007 and 2006, respectively, all of which were current. The Company has defaulted on the October 7, 2005 note payable. Michael Kelley had agreed to waive all default terms under the October 7, 2005 note payable. The Company currently considers the debts owed to Michael Kelley as unsecured debt carrying an interest rate of 6.00%. Repayment terms are unscheduled.

On September 22, 2005, the Company issued $540,000 in convertible debentures due to Mr. Kelley (the "Kelley Debenture"). The Kelley Debenture carried an interest rate of 0.00% and was due in September 2006. The Kelley Debenture was issued with a discounted price from the face value of $90,000. Mr. Kelley was entitled to convert the face amount of the Kelley Debentures, plus accrued interest, anytime following the issuance, into common stock of the Company at the lesser of (i) 75% of the lowest closing bid price during the fifteen trading days prior to the conversion date or (ii) 100% of the closing bid prices for the twenty trading days immediately preceding the issuance of the Kelley Debentures ("Fixed Conversion Price"), referred to as the "Conversion Price." No fractional shares or scrip representing fractions of shares were to be issued on conversion, but the number of shares issuable were to be rounded up or down, as the case may be, to the nearest whole share. Additionally, in connection with the issuance of the Kelley Debenture, the Company issued warrants to purchase 135,000 shares of the Company's common stock, at a purchase price equal to 120% of the fair market value on the date of issuance. The warrants were valued at $32,790 and were recorded as derivative liabilities in the Company's balance sheet. The debt discount was being amortized into interest expense over the life of the loan.

Effective June 30, 2006, the Company entered into Amended and Restated Promissory Notes with Mr. Kelley, which restated and replaced in its entirety, the Kelley Debenture, including retiring the conversion rights of the debentures and retiring all related warrants to purchase shares of the Company's common stock (the "Amended Promissory Notes"). The principal amount of the Kelley Debenture as amended was $476,250. The promissory note bears interest at 7% per annum. The Company was obligated to begin making payments on this promissory note in January 2007 and the promissory note is due in September 2008.

The Amended and Restated Promissory Note for Mr. Kelley also provides:

- if prior to the Company's full payment and satisfaction of the Note, the Company borrows monies or raises capital from the sale of its common stock in excess of $3,500,000 (after the payment of all financing fees and expenses), the Company is obligated to pay to Mr. Kelley 30% of such excess up to the unpaid balance on the new promissory note within 10 days after receipt of such funds and if such funds are raised prior to when the Company is obligated to begin making payments, such obligation will be accelerated and will begin one month following such financing; and if at any time during which the Note remains unpaid, the Company's earnings on a consolidated basis during any calendar year exceed $1,000,000 (before interest, taxes, depreciation and amortization, but after deducting of all principal and interest payments on outstanding debts, other than certain mandatory prepayments as discussed herein), the Company is obligated to pay Mr. Kelley 20% of the excess earnings, up to the unpaid balance of the new promissory note as a prepayment, within 10 business days of the filing of its Annual Report on Form 10-KSB.

The Company assumed $492,856 in various notes payable to the CEO and founder of Kelley, carrying interest at a fixed rate of 5.00% per annum. These notes payable were refinanced on October 7, 2005 with a $492,856 note payable carrying interest at 6.00% per annum and requiring 24 monthly payments of $17,412 in principal and interest through September 2007. The balance of $85,138 and $152,816, all of which is current, remained outstanding as of December 31, 2007 and December 31, 2006, respectively.

Further, the Company executed an employment agreement with Mr. Kelley in September 2005. The employment agreement was to continue in effect for a period of two years and can be renewed upon mutual agreement between Mr. Kelley and the Company. The Company may terminate the employment agreement at our discretion during the initial term, provided that the Company shall pay Mr. Kelley an amount equal to payment at Mr. Kelley's base salary rate for six months. The Company can also terminate the employment agreement for cause with no financial obligations to Mr. Kelley. Mr. Kelley currently earns a gross salary of $10,000 per month.

Transaction Information

Summary Term Sheet

The material terms of the Asset Sale are as follows:

(i) Sale and purchase of 100% of the outstanding shares of Kelley Communication, the Company's wholly-owned subsidiary;

(ii) The Asset Sale includes the purchase of all assets and assumption of all liabilities of Kelley Communications;

(iii) Purchase Price consists of 13,816,577 shares of Siena's capital stock owned by Kelley II;

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(iv) Mutual releases of the parties, including Dutchess, and release of certain collateral provided by Dutchess used to secure certain obligations of Kelley Communications to Nevada First Bank;

(v) The liabilities assumed relate to (i) all obligations and liabilities of the Kelley Communication and the Company with respect to that certain sale of Tuscany Services, LLC, (ii) all obligations and liabilities of the Company and Kelley Communication with respect to that certain Settlement Agreement, dated January 31, 2007, by and between the Company, Kelley Technologies, LLC, Michael Kelley, the Company, Lisa Cox, individually and as Special Administratrix of the Estate of Stephen L. Cox; and (iii) all obligations and liabilities of the Company and Kelley Communication with respect to that certain Confession of Judgment entered into by the District Court, Clark County, Nevada, dated December 1, 2007, in favor of Technology In Practice, LLC against the Company ("***TIP Judgment***").

Contact Information

Siena Technologies, Inc. is currently located at 1110 Route 55, Suite 206, Town Square, LaGrangeville, NY 12540.

Kelley Communication Company, Inc. is located at 5625 South Arville Street, Suite E, Las Vegas, NV 89118.

Business Conducted

The Company currently does business through its wholly owned subsidiary, Kelley Communication Company, Inc. ("Kelley"). Kelley has two operating divisions, Kelley Technologies and Enhance Home Technology ("Enhance"). Kelley specializes in the design, development and integration of automated system networks known as "smart technologies," primarily for the gaming, entertainment and luxury residential markets. Kelley has developed a Patent-Pending, proprietary, next-generation Race and Sports Book technology platform designed for the gaming industry. In addition, Kelley has acquired exclusive rights to sell Techcierge™, a "smart building" software management system. The rights are exclusive in Nevada, Arizona and California with regard to the Multiple Dwelling Unit ("MDU") marketplace and the rights are exclusive on a worldwide basis with regard to the gaming and casino marketplace. In addition, Kelley has acquired non-exclusive rights to sell a "smart building" security and surveillance software and hardware system.

Kelley's systems networks include: data, telecommunications, audio and video components, casino surveillance, security and access control systems, entertainment audio and video, special effects and multi-million dollar video conference systems. Kelley does work primarily in the Las Vegas area, but has also done projects in New Jersey, Oklahoma, Colorado, California, Texas, Arizona, Georgia, North Carolina, New York, North Dakota, South Dakota, Indiana, Illinois, Kansas, Washington, Kentucky, Louisiana, Missouri, Mississippi, Pennsylvania, and the Caribbean.

Terms of the Asset Sale

Asset Purchase Agreement; Assets Subject to Sale and Sale Price

On April 7, 2008, we entered into the Asset Purchase Agreement with Mr. Kelley, Kelley II and Kelley Communication, pursuant to which we have agreed to sell certain of Kelley Communication's assets to Kelley II. Such tangible and intangible assets of Kelley Communication, include, but are not limited to, all equipment, all rights of the Kelly Communication against vendors, all customer lists, files and related information, all inventory, all rights of the Kelly Communication under certain contracts, all permits, all intellectual property of Kelly Communication, including trademarks, service marks, trade names, domain names, web sites, phone, fax and email addresses, all rights or choses in action following the closing of the acquisition related to Kelly Communication's business, all books and records, all computer software, hardware, data rights and documentation, all cash and cash equivalents, and all goodwill related to these assets. A complete description of the assets sold is set forth in the Asset Purchase Agreement.

In exchange for the sale of the assets, Kelley II assumed certain liabilities of Kelley Communication, which include, but are not limited to, the liabilities, if any, relating to the Obligations and Liabilities (each as defined in the Asset Purchase Agreement) of Kelly Communication and Siena with respect to the sale of Tuscany Services, LLC, with respect to that certain Settlement Agreement dated January 31, 2007, by and between Kelly Communication, Kelley Technologies, LLC, Michael Kelley, Siena, Lisa Cox, individually and as Special Administratrix of the Estate of Stephen L. Cox, and with respect to that certain Confession of Judgment entered into by the District Court, Clark County, Nevada, dated December 1, 2007, in favor of Technology In Practice, LLC against Kelly Communication. A complete description of the liabilities assumed is set forth in the Asset Purchase Agreement.

Additionally, in exchange for the acquired assets, Kelley II assigned and transferred to Siena all of the Kelley Shares.

Representations and Warranties

Each of the Company, Kelley II, Kelley Communication and Mr. Kelley made various customary representations and warranties in the Asset Purchase Agreement for the benefit of the other parties.

Closing

The closing of the transaction is expected to occur on or about May 15, 2008.

The parties' obligations are conditioned upon obtaining approval of the Company's shareholders of the transactions contemplated by the Asset Purchase Agreement, and the approval or clearance by applicable governmental or regulatory authority of this Information Statement, if reviewed.

Among other customary closing conditions, the parties' obligations to consummate the Asset Sale are further conditioned upon the receipt of certain releases delivered by the Dutchess entities, by Mr. Kelley and by Kelley II.

Termination of Asset Purchase Agreement

The Asset Purchase Agreement may be terminated as follows:

- By mutual written consent of Kelley Communication and Kelley II;
- By Kelley II, if there has been a material breach of any representation, warranty, covenant or agreement by the Company or Kelley Communication, and failed to timely cure such breach;
- By either party if the closing conditions of such party are not met by the required time and have not been waived;
- By Kelley Communication or by Kelley II if the transactions contemplated by the Asset Purchase Agreement have not been completed by May 31, 2008;
- By Kelley Communication or Kelley II, if any permanent injunction or order or a court is in effect which would prevent consummation of the Asset Sale.

Indemnification

The Company and Kelley Communication, jointly and severally, have agreed to indemnify Kelley II for any liabilities associated with, among other things, a breach by the Company or Kelley Communication of any of their representations, warranties or covenants, and any losses attributable to liabilities that Kelley II has not assumed under the Asset Purchase Agreement. Additionally, Kelley II has agreed to indemnify Siena for any liabilities associated with, among other things, a breach by Kelley II or Mr. Kelley of any of their representations, warranties or covenants, and any losses attributable to the acquired assets or the liabilities that Kelley II has assumed under the Asset Purchase Agreement

Consideration Offered to Security Holders

There is no consideration being offering to security holders.

Reasons for the Asset Sale

One of the primary reasons for engaging in the Asset Sale is to promote the interests of the Company's stockholders by selling potentially unprofitable assets. Over the past two years, Kelley Communication has had difficulty achieving sustainable profitability. Most of the major contracts that we had with customers have been satisfied and expired, cancelled and/or delayed. Kelley Communication continued to experience decreases in new business contracts and opportunities. The slow down in sales can be attributed to a confluence of factors. For example, Kelley Communication's sales cycle can take as long as six to twelve months, or sometimes longer, for the large dollar value construction contracts on which Kelley Communication bids. Historically, Kelley Communication has not had a formal sales staff and has relied upon existing relationships, word of mouth and in-bound requests for proposals to generate its sales. Many factors have changed in the gaming and real estate industries in Las Vegas, which has resulted in fewer and fewer relationship sales, and word of mouth and inbound sales opportunities. In addition, many of the projects on which we have been actively bidding, have been cancelled, put on hold, or delayed, particularly in the Las Vegas market.

During 2007, the Company's management, including Mr. Kelley, began working on a new operating plan that would entail a multiple approach solution; however, the formal operating plans were never finalized. Some of the strategies that we considered at the time were as follows; a) streamlining the operations at Kelley Communication to focus on core business competencies of design and build of low voltage systems for commercial buildings in the hospitality, gaming and MDU marketplaces, b) leveraging its existing technologies including its Patent Pending Race & Sports Book platform and certain exclusive rights to sell Techchierge™ and finding new ways to monetize these assets into higher margin, recurring revenue types of opportunities, c) reduction of head count resulting from an exit of non core businesses and related reductions in general and administrative costs, and d) sale of certain non core business assets, such as our contracts to provide cable, internet and voice services at Tuscany (our remaining 50% interest in Tuscany Services LLC) and One Las Vegas, which will result in cash infusions into our Company and reductions in capital requirements for these contracts, while reducing our overhead costs by eliminating of the head count associated with these assets, and allowing Kelley Communication a small profit participation percentage in the future based on the performance of these assets.

Notwithstanding our attempts, the Company ultimately does not believe that the market for Kelley Communication's products and services is adequate enough to sustain profitability. Mr. Kelley, however, believes otherwise and as a result, we have entered into the Asset Purchase Agreement with him and his newly formed entity. Accordingly, it is contemplated that upon the corporate actions described herein becoming effective, Mr. Kelley and Kelley II will own and operate the assets, and will have assumed the liabilities of Kelley Communications. Moreover, the Company will have divested itself of substantially all of its assets. Upon consummation of the Asset Sale, the Company will seek to immediately purchase a new operating business. The Company anticipates that it will likely issue its shares of comon

stock as consideration for any such acquisition; however, the Company could have to pay all or a portion of any purchase price in cash. Although the Company believes that it will be able to consummate the purchase of a new operating business in the near future, no assurances can be given that it will be able to do so. At this time, that Company has no intentions to purchase a new operating business in the same industry as Kelly Communications. The Company will provide additional disclosure relating to any potential acquisition as such information becomes available.

Siena's Assets and Liabilities upon Consummation of the Asset Sale

Subsequent to the transaction closing, the Company will retain the following assets:

1. The cash held in the bank account at Bank of America in the Company's name, which consisted of approximately $1,800 as of March 31, 2008.

2. A total of approximately $26,500 in amounts prepaid by the Company for services to be performed by vendors such as accountants, auditors and attorneys subsequent to March 31, 2008.

3. A balance of $14,125,474 is presented as the amount due from Kelley Communication to the Company as of March 31, 2008. This balance represents the cumulative value of funds transferred between the Company and Kelley Communication from the date of acquisition, September 22, 2005, through March 31, 2008 and is also inclusive of the goodwill recorded on September 22, 2005 of $11,144,216, upon the acquisition of Kelley Communication. Upon the sale of Kelley Communication, this balance will be written off in full such that the Company will no longer have a receivable from Kelley Communication of $14,125,474 and Kelley Communication will no longer have a payable to the Company of the same amount.

Please see Exhibits A and B attached hereto for more financial information relating to the Company upon consummation of the Asset Sale.

Subsequent to the transaction closing, the Company will retain the following liabilities:

1. Accounts payable and accrued liabilities of approximately $111,000, which consist of liabilities incurred by the Company which did not directly relate to the Kelley business operations and remained payable as of March 31, 2008.

2. A payroll tax liability of approximately $79,000 as of March 31, 2008, which is being paid under an installment agreement agreed to with the Internal Revenue Service and is scheduled to be paid in full by September 30, 2008.

3. A loan payable with a balance of approximately $3,700 as of March 31, 2008, which is due to a former officer of Network.

4. The Company has several outstanding warrants to purchase common stock and stock options, which will all be retained by Siena subsequent to the closing of the transaction. However, all warrants and stock options are "under water."

5. Promissory notes payable to Dutchess of approximately $8,783,000 as of March 31, 2008.

6. A promissory note payable to Preston Capital Partners of approximately $378,000 as of March 31, 2008.

Please see Exhibits A and B attached hereto for more financial information relating to the Company upon consummation of the Asset Sale.

Additionally, the Company is owed approximately $2,981,000 for funds advanced to Kelley since September 22, 2005, the date of acquisition of Kelley. This debt will be forgiven upon the close of the Asset Sale.

Kelley's Assets and Liabilities upon Consummation of the Asset Sale

Subsequent to the transaction closing, Kelley will retain the following assets:

1. Approximately $307,000 in cash, which represents all cash held in all bank accounts except for the Bank of America bank account in Siena's name, which consisted of approximately $1,800 as of March 31, 2008.

2. The following approximate value of certain assets:

Accounts receivable, net	$	1,460,000
Costs in excess of billings	$	627,000
Inventory	$	896,000
Prepaid expenses	$	98,000
Fixed assets and patent	$	154,000

Subsequent to the transaction closing, Kelley will retain the following liabilities:

1. Accounts payable and accrued liabilities of approximately $1,759,000, which consists of liabilities incurred by Kelley in the normal course of business which did not directly relate to Siena business operations and remained payable as of March 31, 2008.

2. Billings in excess of costs of approximately $2,267,000 as of March 31, 2008.

3. Loans payable to several banks for capital leases and a note payable, and loans payable to James Michael Kelley and an unaffiliated individual of approximately $1,978,000 as of March 31, 2008.

4. A balance of $14,125,474 is presented as the amount due from Kelley Communication to the Company as of March 31, 2008. This balance represents the cumulative value of funds transferred between the Company and Kelley Communication from the date of acquisition, September 22, 2005, through March 31, 2008 and is also inclusive of the goodwill recorded on September 22, 2005 of $11,144,216, upon the acquisition of Kelley Communication. Upon the sale of Kelley Communication, this balance will be written off in full such that the Company will no longer have a receivable from Kelley Communication of $14,125,474 and Kelley Communication will no longer have a payable to the Company of the same amount.

Additionally, Siena is owed approximately $2,981,000 for funds advanced to Kelley since September 22, 2005, the date of acquisition of Kelley. This debt will be forgiven upon the close of this transaction.

Please see Exhibits B attached hereto for more financial information relating to Kelley upon consummation of the Asset Sale.

Vote required for approval of the Asset Sale.

The vote which is required to approve the Asset Sale is the affirmative vote of the holders of a majority of the Company's voting stock.

Explanation of any material differences in the rights of security holders as a result of the Asset Sale, if material.

There would be no differences in the rights of security holders as a result of the transaction.

Brief statement as to the accounting treatment of the Asset Sale, if material.

The accounting treatment of the transaction is not material.

Federal income tax consequences of the Asset Sale, if material.

The federal income tax consequences of the transaction are not material.

Regulatory Approval

No United States federal or state regulatory requirements must be complied with or approvals obtained as a condition of the proposed Asset Sale other than the federal securities laws.

Reports, opinions. appraisals

No reports, opinions or appraisals materially relating to the Asset Sale have been received from an outside party or are referred to in the Information Statement.

Selected financial data

This information is not required because the Company meets the definition of "small business issuer" under Rule 12b-2 of the Exchange Act and this disclosure item is not required by Regulation S-B.

Financial information

The information required by Article 11 of Regulation S-X with respect to the Asset Sale is attached hereto as Exhibit A.

Pro forma information

Exhibit C attached hereto reflects pro forma information of the Company.

Interest of Dutchess in the Asset Sale

Mr. Michael Novielli, a Director of the Company, is a director of Dutchess Private Equities Fund, Ltd. (“DPEF”) and managing member of Dutchess Advisors, LLC (“DA”, together with DPEF, “Dutchess”) which collectively beneficially own 7,466,049 shares of the Siena Technologies, Inc.’s common stock. Of this amount, DPEF beneficially owns 6,231,775 shares of common stock consisting of: (i) 1,352,130 shares of common stock; and (ii) warrants to purchase an aggregate of 4,879,645 shares of common stock. Further, DA beneficially owns 1,234,274 shares of common stock consisting of: (i) 234,274 shares of common stock; and (ii) warrants to purchase 1,000,000 shares of common stock. Mr. Novielli, assisted the Company in negotiating the Asset Sale.

On October 24, 2007, May 29, 2007, June 19, 2007, June 25, 2007 and July 2, 2007, the Company entered into factoring and security agreements to sell, transfer and assign certain accounts receivable to Dutchess in the amounts of $275,000, $725,000, $214,000, $483,000 and $215,000, respectively. Dutchess is able to, in its sole discretion, purchase any specific account. All accounts receivable are sold with recourse. All assets including accounts receivable, inventories, equipment and promissory notes are pledged as collateral under these agreements. The difference between the face amount of each purchased account and the amount advanced on the purchased account is reserved and released after deductions for discounts and charge backs. In addition, Dutchess charged finance fees in connection with these transactions. The Company incurred financing fees of $15,000 in connection with each of the factoring transactions with Dutchess in 2007. As of December 31, 2007, the Company had satisfied all payments due to Dutchess as a result of these transactions.

On July 17, 2007, the Company and Kelley entered into an Agreement with Dutchess providing for additional funding from Dutchess in the amount of $2,000,000, which shall be added to the outstanding principal amount of the Note and modified to reflect all appropriate increases in the Company's monthly payments to Dutchess. The balance on the Note subsequent to this additional financing totaled $8,384,726, due January 1, 2012, and bears interest at a rate of seven percent (7%) per annum and is secured by all the assets of the Company. In addition, as an incentive to enter into this transaction, Dutchess was issued a five year warrant to purchase 3,000,000 shares of the Company's common stock at four cents ($0.04) per share. The warrant agreement provides for certain anti-dilution provisions and cashless exercise in the event that the Company does not have an effective registration statement covering the shares of common stock underlying the warrant agreement on or before one year from the date of issuance of the aforementioned warrant. The Company also entered into a Negative Pledge, providing that the Company will not grant, any lien, charge, security interest, hypothec, mortgage or encumbrance of any nature or kind over any of the property stated in the Amended Security Agreement. In connection with the Agreement, the Company paid Dutchess closing costs of $50,000.

On July 11, 2007, the Company issued Dutchess a promissory note in the face amount of $190,000 for gross proceeds of $180,000. The promissory note is non-interest bearing and matures on July 25, 2007. The Company is required to repay the promissory note from the proceeds of a proposed subsequent financing with Dutchess of approximately $2 million, which was eventually completed on July 17, 2007. In connection with the promissory note, the Company incurred closing costs of $5,000

During the year ended December 31, 2006, the Company issued a total of seven convertible debentures in the aggregate principal amount of $350,000 to a shareholder of the Company. During the year ended December 31, 2003, the Company had issued a convertible debenture in the aggregate principal amount of $25,000 to the same shareholder. These convertible debentures carried interest rates of 6% or 8% per annum, and were due in February 2009, December of 2009, or in April 2008. Payments were not mandatory during the term of the convertible debentures, however, the Company maintained the right to pay the balances in full without penalty at any time. The holders were entitled to convert the face amounts of the debentures, plus accrued interest, into common stock of the Company anytime following the issuance of each debenture, at the lesser of (i) 75% of the lowest closing bid price during the fifteen trading days prior to the conversion date or (ii) 100% of the average of the closing bid prices for the twenty trading days immediately preceding the issuance of such debenture, each being referred to as the "Conversion Price." No fractional shares or scrip representing fractions of shares were to be issued on conversion, but the number of shares issuable were to be rounded up or down, as the case may be, to the nearest whole share. The beneficial conversion features related to the 2005 issuances of convertible debentures were recorded as derivative liabilities in the aggregate amount of $410,334, of which $60,334 was recorded as interest expense at the time of issuance. The remaining amount was recorded as a debt discount and was amortized into interest expense over the life of the loan. The beneficial conversion feature related to the 2003 issuance of a convertible debenture was recorded as a derivative liability in the amount of $30,349, of which $5,349 was recorded as interest expense at the time of issuance. The remaining amount was recorded as a debt discount and was amortized into interest expense over the life of the loan.

Effective June 30, 2006, the Company entered into a Loan Restructure Agreement with the holder of these convertible debentures pursuant to which the convertible debentures were cancelled and replaced with a promissory note in the amount of $375,000 with an interest rate at 7% per annum. The Company is obligated to make interest only payments in the amount of $2,000 per month from August 2006 through January 2008 (of which $28,000 has been paid as of September 30, 2007). Beginning in February 2008, the Company is obligated to make principal and interest payments in the amount of $8,000 per month until June of 2011. The new promissory note is due on July 1, 2011 with a balloon payment of $111,805 being due on that date.

In the event of a default on the new promissory note by the Company, the shareholder has the right to declare the full and unpaid balance of the new note due and payable, and enforce each of its rights under the aforementioned convertible debentures that have been retired, including conversion into shares of the Company's common stock.

On July 17, 2007, the Company entered into an Agreement with Dutchess (the "July 2007 Agreement"), providing for, among other things, additional funding from Dutchess in the amount of $2,000,000 (the "Additional Financing"). The Additional Financing shall be added to the then outstanding principal amount of the Note and such Note shall be modified to reflect all appropriate increases in the Company's monthly payments to Dutchess. Further, pursuant to the July 2007 Agreement, Dutchess shall have the right to appoint three (3) members to the Company's Board of Directors, whose total number shall remain at five (5), and such appointments shall continue until the New Note is repaid in full; during such time that the New Note is outstanding, Dutchess may remove and replace any of its appointed members. The July 2007 Agreement further provided for certain conditions to closing, all of which have been satisfied.

Pursuant to the July 2007 Agreement, the Company and Dutchess executed an Addendum to Note, dated July 17, 2007 (the "Addendum") modifying the Note such that the Additional Financing shall be added to the principal amount of the Note, totaling in the aggregate approximately $8,384,726 (the "New Note"). As provided in the Note, the New Note bears interest at a rate of seven percent (7%) per annum and is secured by all the assets of the Company, as evidenced by that certain Amended and Restated Security Agreement between the Company and Dutchess, dated July 17, 2007 ("Amended Security Agreement"). The New Note is due and payable on or before January 1, 2012. The Company also issued Dutchess a five year warrant to purchase 3,000,000 shares of the Company's common stock at four cent ($0.04) per share (the "Warrant"). The Warrant provides for certain anti-dilution provisions and cashless exercise in the event that the Company does not have an effective registration statement covering the shares of common stock underlying the Warrant on or before one year from the date of issuance of the Warrant. The Company also entered into a Negative Pledge, dated July 17, 2007 (the "Negative Pledge"), providing that the Company will not grant, any lien, charge, security interest, hypothec, mortgage or encumbrance of any nature or kind over any of the property stated in the Amended Security Agreement.

In connection with the Agreement, the Company paid Dutchess closing costs of $50,000.

The Company is obligated to make the following monthly principal and interest payments for the years ended December 31:

2008	$ 840,000
2009	1,800,000
2010	2,400,000
2011	3,000,000
January 1, 2012	2,195,738
Total	$ 10,235,738

In the event of a default on the new promissory note, Dutchess has the right to declare the full and unpaid balance of the new note due and payable, and enforce each of its rights under the aforementioned convertible debentures and warrants that have been retired, including conversion into and/or purchase of shares of the Company's common stock.

The Company entered into a $725,000 Factoring and Security Agreement ("Factor Loan 1") with Dutchess Private Equities Fund, Ltd. on May 29, 2007, pursuant to which the Company agreed to sell accounts receivable balances with its customers totaling $789,577 and pay administration fees associated with the transaction of $5,000. Under the terms of the agreement, the Company pays interest at a rate of 36% (3% per month) on the unpaid balance of Factor Loan 1.

The Company entered into a $214,000 Factoring and Security Agreement ("Factor Loan 2") with Dutchess Private Equities Fund, Ltd. on June 18, 2007, pursuant to which the Company agreed to sell accounts receivable balances with its customers totaling $474,725 and pay administration fees associated with the transaction of $5,000. Under the terms of the agreement, the Company pays interest at a rate of 36% (3% per month) on the unpaid balance of Factor Loan 2.

The Company entered into a $483,000 Factoring and Security Agreement (“Factor Loan 3”) with Dutchess Private Equities Fund, Ltd. on June 22, 2007, pursuant to which the Company agreed to sell accounts receivable balances with its customers totaling $520,392 and pay administration fees associated with the transaction of $5,000. Under the terms of the agreement, the Company pays interest at a rate of 36% (3% per month) on the unpaid balance of Factor Loan 3.

The Company entered into a $215,000 Factoring and Security Agreement (“Factor Loan 4”) with Dutchess Private Equities Fund, Ltd. on September 15, 2007, pursuant to which the Company agreed to sell accounts receivable balances with its customers totaling $224,027 and pay administration fees associated with the transaction of $5,000. Under the terms of the agreement, the Company pays interest at a rate of 36% (3% per month) on the unpaid balance of Factor Loan 4.

The Company entered into a $275,000 Factoring and Security Agreement (“Factor Loan 5”) with Dutchess Private Equities Fund, Ltd. on October 24, 2007, pursuant to which the Company agreed to sell accounts receivable balances with its customers totaling $300,500 and pay administration fees associated with the transaction of $5,000. Under the terms of the agreement, the Company pays interest at a rate of 36% (3% per month) on the unpaid balance of Factor Loan 4.

The Company’s factoring transactions during the year ended December 31, 2007 and 2006 are summarized below:

	Year Ended			
		December 31, 2007		**December 31, 2006**
Sale of Receivables to Factor	$	2,309,221	$	-
Payments to Factor		(2,309,221)		-
Balance at end of period	$	-	$	-
Charges by Factor	$	422,221	$	-

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ADDITIONAL INFORMATION

We are subject to the information and reporting requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith, we file periodic reports, documents and other information with the SEC relating to our business, financial statements and other matters. Such reports and other information may be inspected and are available for copying at the offices of the SEC, 100 F Street, N.E., Washington, D.C. 20549 or may be accessed at www.sec.gov. Information regarding the operation of the public reference rooms may be obtained by calling the SEC at 1-800-SEC-0330.

We will provide upon request and without charge to each shareholder receiving this Information Statement a copy of the Company's Annual Report on Form 10-KSB for the fiscal year ended December 31, 2007, including the financial statements and financial statement schedule information included therein, as filed with the SEC. You are encouraged to review the Annual Report together with any subsequent information we filed or will file with the SEC and other publicly available information. A copy of any public filing is also available, at no charge, by contacting our legal counsel, Gersten, Savage LLP, Attn: Peter Gennuso, Esq. at 212-752-9700.

Date: May 28, 2008

By Order of the Board of Directors,

/s/ Anthony DeLise
Anthony DeLise
Interim President and Chief Executive Officer

ASSET PURCHASE AGREEMENT
among
KELLEY II, LLC,
J. MICHAEL KELLEY,
KELLEY COMMUNICATION COMPANY, INC.,
and
SIENA TECHNOLOGIES, INC.
DATED AS OF APRIL 7, 2008

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "***Agreement***") is dated as of April 7, 2008 by and among KELLEY II, LLC, a newly formed Nevada limited liability company or its nominee ("***Acquiror***"), J. MICHAEL KELLEY ("***Michael Kelley***"), KELLEY COMMUNICATION COMPANY, INC., a Nevada corporation (the "***Company***"), and SIENA TECHNOLOGIES, INC., a Nevada corporation (the "***Parent***").

BACKGROUND

A. The Company is in the business of designing, developing and integrating automated system networks known as "smart technologies" primarily for the gaming entertainment and luxury residential markets (the "***Business***").

B. The Parent owns all of the issued and outstanding capital stock of the Company.

C. Michael Kelley owns 100% of the limited liability company membership interests of Acquiror.

D. The Company is willing to sell, and Acquiror is willing to purchase, the Business in the form of substantially all of the assets of the Company, pursuant to the terms and conditions hereof.

BACKGROUND

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements contained in this Agreement, the parties, intending to be legally bound, hereby agree as follows: Section

ARTICLE 1

1.1. Defined Terms.

As used in this Agreement, the following terms shall have the meanings herein specified, unless the context otherwise requires:

Accounts has the meaning set forth in Section 5.21.

Acquired Assets has the meaning set forth in Section 2.1.

Acquisition Proposal has the meaning set forth in Section 8.4.

Affiliate means: (i) any Person that directly or indirectly through one or more intermediaries controls, is controlled by or under common control with the Person specified; (ii) any director, officer, or Subsidiary of the Person specified; and (iii) the immediate family members of the Person specified. For purposes of this definition and without limitation to the previous sentence, (a) "***control***" of a Person means the power, direct or indirect, to direct or cause the direction of management and policies of such Person, whether through ownership of voting securities, by contract or otherwise, (b) any Person owning more than ten percent (10%) or more of the voting securities or similar interests of another Person shall be deemed to be an Affiliate of that Person, and (c) "***immediatefamilymember***" means a Person's spouse, parents or siblings, or lineal descendants of any of the foregoing (by blood, adoption or marriage).

Assignment and Assumption Agreement has the meaning set forth in Section 10.2(b).

Assumed Liabilities has the meaning set forth in Section 4.1.

Bill of Sale has the meaning set forth in Section 10.3(b).

Books and Records means all records, documents, lists and files, relating to the Business including, without limitation, price lists, lists of accounts, customers, suppliers and personnel, all product, business and marketing plans, historical sales data and all books, ledgers, files and business records (including, without limitation, all financial records and books of account), in any of the foregoing cases, whether in electronic form or otherwise.

Claim Notice has the meaning set forth in Section 12.3(b).
Claiming Party has the meaning set forth in Section 11.2.
Closing has the meaning set forth in Section 10.1.
Closing Date has the meaning set forth in Section 10.1.
Closing Schedule has the meaning set forth in Section 2.3.
Code means the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, all as amended and supplemented from time to time.
Consents means any consents, waivers, approvals, authorizations, certifications or exemptions from any Person under any Contract or Requirement of Law or otherwise, as applicable.
Contracts means, with respect to any Person, any indentures, indebtedness, contracts, leases, agreements, instruments, licenses, undertakings and other commitments, whether written or oral, to which such Person or such Person's properties are bound, exclusive of Permits.
Cox Settlement has the meaning set forth in Section 4.1.
Dutchess Collateral has the meaning set forth in Section 9.2(g).
Dutchess Entities has the meaning set forth in Section 9.1(h).
Effective Time means 1:59 p.m. on the Closing Date.
Employee Benefit Plan means any "employee benefit plan" (as such term is defined in ERISA Section 3(3)) and any other deferred compensation, pension, profit sharing, stock bonus, restricted stock, stock option, stock purchase, savings, group insurance or retirement plan, and all vacation pay, severance pay, life, health, disability, premium conversion, flexible spending, incentive compensation, bonus and other employee benefit or fringe benefit plans or arrangements (whether written or unwritten) maintained by the Company or any of its respective ERISA Affiliates (including, without limitation, any benefit plan or arrangement maintained for retirees) within the previous three plan years or with respect to which contributions are or were (within such three year period) made or required to be made by any the Company or any of its respective ERISA Affiliates or with respect to which the Company or any of its respective ERISA Affiliates has any liability.
Encumbrances means, with respect to any asset, any security interests, liens, encumbrances, pledges, trusts, charges, proxies, mortgages, conditional or installment sales Contracts, title retention Contracts, transferability restrictions and other claims or burdens of any nature whatsoever attached to or adversely affecting such asset.
Entity in Territory has the meaning set forth in Section 8.7(a).
Environmental Laws means all Requirements of Law relating to pollution or protection of the environment (including, without limitation, ambient air, surface water, groundwater, land, or surface or subsurface strata) including, without limitation, Requirements of Law relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or Hazardous Substances into the environment and Requirements of Law relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any of the foregoing including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq., and the rules and regulations promulgated thereunder, all as amended and supplemented from time to time.
Equipment has the meaning set forth in Section 2.1(a).
ERISA means the Employment Retirement Income Security Act of 1974 and the rules and regulations promulgated thereunder, all as amended and supplemented from time to time.
ERISA Affiliate means any Person that is included with the Company in a controlled group or Affiliated service group under Sections 414(b), (c), (m) or (o) of the Code.
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Excluded Assets has the meaning set forth in Section 2.2.
GAAP means generally accepted accounting principals applicable in the United States of America.
Governmental or Regulatory Authority means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the government of the United States of America or of any foreign country, or of any state or any political subdivision of any such government (whether state, provincial, county, city, municipal or otherwise).
Hazardous Substances means hazardous or toxic substances or hazardous or toxic wastes as those terms are defined by Environmental Laws.
Historical Financial Statements has the meaning set forth in Section 5.10(a).
Indebtedness means, without duplication, (a) all indebtedness (including the principal amount thereof or, if applicable, the accreted amount thereof and the amount of accrued and unpaid interest thereon) of the Company, whether or not represented by bonds, debentures, notes or other securities, for the repayment of money borrowed, (b) all deferred indebtedness of the Company for the payment of the purchase price of property or assets purchased, (c) all obligations of the Company to pay rent or other payment amounts under a lease of real or personal property which is required to be classified as a capital lease or a liability on the face of a balance sheet prepared in accordance with GAAP, (d) any outstanding reimbursement obligation of the Company with respect to letters of credit, bankers' acceptances or similar facilities issued for the account of the Company, (e) any payment obligation of the Company under any interest rate swap agreement, forward rate agreement, interest rate cap or collar agreement or other financial agreement or arrangement entered into for the purpose of limiting or managing interest rate risks, (f) all indebtedness for borrowed money secured by any Encumbrances existing on property owned by the Company, whether or not indebtedness secured thereby shall have been assumed, (g) all guaranties, endorsements, assumptions and other contingent obligations of the Company in respect of, or to purchase or to otherwise acquire, indebtedness for borrowed money of other Persons, and (h) all premiums, penalties and change of control payments required to be paid or offered in respect of any of the foregoing as a result of the consummation of the transactions contemplated by this Agreement or otherwise, regardless if any of such are actually paid.
Indemnifiable Losses means all losses, liabilities, obligations, claims, demands, (including any governmental penalty or punitive damages), deficiencies, diminution in value, interest, damages, penalties, settlements, causes of action, Taxes, costs and expenses, including, without limitation, the actual costs paid in connection with an Indemnified Party's investigation and evaluation of any claim or right asserted against such Indemnified Party and all reasonable attorneys', experts' and accountants' fees, expenses and disbursements and court costs including, without limitation, those incurred in connection with the Indemnified Party's enforcement of this Agreement and the indemnification provisions of Article 12 of this Agreement.
Indemnified Party has the meaning set forth in Section 12.3(a).
Indemnifying Party has the meaning set forth in Section 12.3(a).
Indemnity Date means the date that the Indemnifying Party shall be required to pay an indemnification claim pursuant to Section 12.5.
Indemnity Notice has the meaning set forth in Section 12.3(a).
Intellectual Property means, with respect to the Company, all patents, patent rights, patent applications, registered trademarks and service marks, trademark rights, trademark applications, service mark rights, service mark applications, trade names, fictitious names, registered copyrights, copyright rights (including, without limitation, computer programming code) and all intellectual, industrial or proprietary rights and trade secrets, technology and know-how in which the Company has an ownership or licensed interest, in each case together with any amendments, modifications and supplements thereto.
Interim Balance Sheet has the meaning set forth in Section 5.10(b).
Inventory means, with respect to the Company, all inventory incremental or relating to, or used in connection with the Business including, without limitation, all raw materials, parts, accessories, upgrades, supplies, packaging materials, finished goods and vehicles.
IRS means the Internal Revenue Service or any successor organization