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U.S. DEPARTMENT OF COMMERCE

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U.S. Patent and Trademark Office

p. 5/31/2002)

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Day & Zimmerman, L.L.C.
 1818 Market Street
 Philadelphia, Pennsylvania 19103

9-31-01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Delaware
 Other Limited Liability Company

2. Name and address of receiving party(ies):

Name: Tyler Technologies, Inc.
 Internal Address _____
 Address _____

Street Address: 5949 Sherry Lane, Ste 1400
 City Dallas State TX ZIP 75225

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- Delaware
 Other _____
 Association _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: Asset Purchase Agreement

Execution Date: November 3, 1999
 Effective Date: October 29, 1999

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 933,681
1,616,006; 1,610,740; 1,402,565

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel J. Chalker
 Internal Address 29th Floor

Street Address: Gardere Wynne Sewell, LLP
1601 Elm Street, Suite 3000
 City: Dallas State: TX ZIP 75201-4761

6. Total number of applications and registrations involved:.....4

7. Total fee (37 CFR 3.41) \$ 115
 Enclosed
 Authorized to be charged to deposit account.

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel J. Chalker [Signature] August 31, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 2
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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ASSET PURCHASE AGREEMENT

BY AND AMONG

TYLER TECHNOLOGIES, INC.,

CLT COMPANY

AND

DAY & ZIMMERMANN, L.L.C.

NOVEMBER 3, 1999

TO BE EFFECTIVE AS OF OCTOBER 29, 1999

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LIST OF SCHEDULES AND EXHIBITS

EXHIBITS

A	Mortgage
B	Security Agreement
C	Administrative Services Agreement
D	Bill of Sale
E	Assignment of Patents, Copyrights and Trademarks
F	Bruce Nagel Employment Agreement
G	Assignment and Assumption Agreement
H	FCAP Estoppel Certificate

SCHEDULES

1.02	Excluded Assets
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2.02	Asset and Liability Accounts Constituting Net Asset Value
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated November 3, 1999 to be effective as of October 29, 1999 (the "Effective Date"), entered into by and among TYLER TECHNOLOGIES, INC., a Delaware corporation ("Parent"), CLT COMPANY, a Delaware corporation and wholly-owned subsidiary of Parent ("Buyer"), and DAY & ZIMMERMANN, L.L.C., a Delaware limited liability company ("Seller").

Background

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on a going concern basis, certain of the assets and properties of Cole Layer Trumble Company, a division of Seller ("CLT"), primarily used in its property tax outsourcing solutions business (the "Business"), and to further transfer certain of the liabilities of the Business, on the terms and subject to the conditions set forth in this Agreement.

THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties, intending to be legally bound, agree as follows:

Article I

Purchase and Sale of Assets; Closing

Section 1.01. Purchase of Assets. At the Closing (as defined in Section 1.05), Seller agrees to sell, transfer, assign, convey, and deliver to Buyer the Assets (as defined below), and Buyer agrees to purchase and take the Assets, on the terms and subject to the conditions set forth in this Agreement. Subject to the provisions of Section 1.02, the term "Assets" means all tangible and intangible assets of Seller primarily used or held for use to conduct the Business, including, without limitation, unbilled accounts receivable, notes receivable, inventory, raw materials, equipment, real property, fixtures, furnishings, leasehold rights, leasehold improvements, vehicles, prepaid assets, contract rights, licenses and permits (to the extent such licenses and permits are transferable), customer, prospect, and marketing lists, sales data, records, computer software and software licenses, proprietary information, intellectual property, trade secrets, trademarks, copyrights, goodwill associated with such intellectual property, owned by Seller or acquired by Seller after the date hereof and prior to the Closing, except those sold or otherwise disposed of in the ordinary course of business after the date hereof, and specifically including (without limitation):

- (a) all assets described in Schedule 3.06;
- (b) all assets reflected on the Latest Balance Sheet (as defined in Section 3.08), other than Excluded Assets, and all assets acquired by Seller primarily used or held for use to conduct the Business after the date of the Latest Balance Sheet, except Excluded Assets and those assets sold for fair market value to unaffiliated Persons after such date or otherwise disposed of or retired--in each case, in the ordinary course of business;
- (c) the Intellectual Property (as defined in Section 3.17);
- (d) all goodwill associated with the Business and the Assets;
- (e) all raw materials, supplies, samples, work-in-process, finished goods, and other materials included in the inventory of the Business;
- (f) all mailing lists, customer lists, subscriber lists, processes, computer software, manuals or business procedures, and other proprietary or confidential information of Seller used

primarily in the Business, including, without limitation, all source and object codes and documentation related thereto;

(g) all rights, causes of action, and claims against third parties relating to the Assets or the Business: (i) with respect to any products or services that were marketed or sold by CLT prior to Closing; and (ii) arising from events, transactions and occurrences on and after the Effective Date (as hereinafter defined); and

(h) all books and records (including all data and other information stored on computer disks, tapes, and other media) of Seller primarily relating to the Assets and operations of the Business.

Section 1.02. Excluded Assets. Notwithstanding the provisions of Section 1.01, the Assets will exclude the following (the "Excluded Assets"):

- (a) all cash, bank deposits, and cash equivalents of the Business;
- (b) the nontransferable permits and licenses and any other agreement or related documents that are specifically identified in Schedule 1.02;
- (c) the Purchase Price (as hereinafter defined) and all other rights of Seller under this Agreement;
- (d) the accounts receivable related to the Business and billed in the ordinary course of business as of the Effective Date;
- (e) the names "Day & Zimmermann", "D&Z", "DZ", all derivations thereof, and all logos, slogans, trademarks, service marks (and registrations thereof) associated therewith;
- (f) all contracts of insurance;
- (g) Seller's employee benefit agreements, plans or arrangements;
- (h) assets shared by Seller and CLT or with any Affiliate or other divisions of Seller that are not primarily used by or for the benefit of CLT or the Business (and any other Seller-owned assets not used by or for the benefit of CLT or the Business);
- (i) all Tax credits and Tax refund claims relating to operating results of the Business up through the Effective Date;
- (j) except to the extent that such items are shown as assets on the Effective Date Balance Sheet (as hereinafter defined), and except for such claims, causes of actions and rights described in Section 1.01(g)(i), all claims, causes of action and rights of recovery arising out of, or relating to, events or occurrences prior to the Effective Date relating to CLT or the Business, whether asserted or commenced before, on or after the Effective Date; and
- (k) the personal effects, memorabilia and other assets described on Schedule 1.02.

Section 1.03. Assumed Liabilities. On the Closing Date, Buyer will assume and agree to discharge as and when due, subject to Section 1.04, the liabilities of Seller related to the Business set forth below (collectively, the "Assumed Liabilities"),

- (a) the liabilities reflected in Schedule 1.03;
- (b) the liabilities set forth on the Closing Statement (as hereinafter defined);

(c) any liabilities or obligations with respect to any products or services that were marketed or sold by CLT with respect to the Business prior to Closing;

(d) any liabilities and obligations of Seller to be paid or performed after the Effective Date under (i) the leases, contracts and other agreements set forth on Schedule 3.18, (ii) the leases, contracts and other agreement relating primarily to CLT and the Business not required by the provisions of Section 3.18 to be listed in a schedule to this Agreement, and (iii) the leases, contracts and other agreements relating primarily to CLT and the Business entered into by Seller after the date hereof consistent with the provisions of this Agreement; and

(e) all liabilities and obligations arising from events, occurrences and transactions after the Effective Date related to Buyer's ownership of the Assets and operation of the Business.

Section 1.04. Excluded Liabilities. It is understood and agreed that Buyer will not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of Seller or any other Person of any nature; direct or indirect, whether absolute, accrued, contingent, liquidated or otherwise, and whether due or to become due, asserted or unasserted, known or unknown, not expressly assumed by Buyer pursuant to this Agreement (collectively, the "Excluded Liabilities"), and all Excluded Liabilities shall remain the obligations of Seller. The Excluded Liabilities include, without limitation, the following:

(a) the liabilities or obligations set forth on Schedule 1.04;

(b) the liabilities or obligations in respect of Excluded Assets (it being understood that the liability on the Closing Statement "Fees Billed Not Earned" shall not be an Excluded Liability);

(c) all costs and expenses incurred by Seller incident to its negotiation and preparation of this Agreement and its performance and compliance with the agreements and conditions contained herein;

(d) any indebtedness for borrowed money of Seller;

(e) any fees due to Legg Mason Wood Walker Incorporated ("Legg Mason") in connection with the transactions contemplated by this Agreement; and

(f) any liabilities for Taxes payable by Seller or CLT for operation of the Business during periods prior to and including the Effective Date, except to the extent set forth on the Closing Statement.

Section 1.05. Closing. The Closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Buyer (or such other place as the parties may agree) within five (5) business days after the satisfaction or waiver of the conditions to Closing set forth in Article VII (other than those conditions that constitute deliveries at the Closing) but in no event later than November 8, 1999 (the "Outside Date"). Notwithstanding the foregoing, the Closing will not take place unless all of the conditions set forth in Article VII have been satisfied or waived on the date of the Closing determined as provided above. The date of the Closing is referred to herein as the "Closing Date." Notwithstanding the date that the Closing actually occurs, the Closing shall be deemed to have occurred as of 11:59 pm (EDT) on the Effective Date.

Section 1.06. Further Assurances. At or after the Closing, and without further consideration, Seller, Parent, and Buyer will execute and deliver to each other such further instruments of conveyance and transfer as any party may reasonably request in order more effectively to convey and transfer the Assets to Buyer, to put Buyer in operational control of the Business, or to aid or assist the collecting and reducing to possession of any of the Assets and exercising rights with respect to any of the Assets provided that no such instruments will subject any party to any loss, cost, liability, obligation, expense, or risk not contemplated by this Agreement.

Section 1.07. Assets Not Assignable. Subject to Section 5.06(b) hereof, to the extent that any interest in a lease, contract, permit, license or other Asset is not capable of being assigned, transferred or conveyed without the consent, waiver or authorization of a third Person (including a Governmental Entity), or if such assignment, transfer or conveyance or attempted assignment, transfer or conveyance would constitute a breach of any of such lease, contract, permit, license or other Asset, or a violation of any Law (as hereinafter defined) or is not immediately practicable, this Agreement shall not constitute an assignment, transfer or conveyance of such interest, or an attempted assignment, transfer or conveyance of such interest (any such interest being referred to herein as a "Restricted Interest"). Anything in this Agreement to the contrary notwithstanding, Seller shall not be obligated to transfer to Buyer any Restricted Interest without first having obtained the required consent, waiver or authorization necessary for such transfer.

Article II Purchase Price

Section 2.01. Purchase Price. Subject to adjustment as provided in this Article II, the purchase price for the Assets shall consist of the following ((a) through (d) below are collectively referred to herein as the "Purchase Price"):

- (a) \$3,000,000 cash (the "Closing Cash Payment");
- (b) that certain Senior Subordinated Secured Promissory Note due March 26, 2002 of Forest City Auto Parts Company, a Delaware corporation ("FCAP"), as maker, dated March 26, 1999 in the original principal amount of \$1,155,000;
- (c) that certain Senior Subordinated Secured Promissory Note due March 26, 2002 of FCAP, as maker, dated March 26, 1999 in the original principal amount of \$2,000,000 (collectively with (b), the "Forest City Notes"); and
- (d) 1,000,000 shares of Parent's common stock, \$.01 par value per share (collectively, the "Parent Shares").

Section 2.02. Adjustments to the Purchase Price. The Purchase Price will be subject to the following two (2) adjustments, the net amount of which will be transferred, subject to Sections 2.02(c) and (d), between Parent and Buyer on the one hand and Seller on the other hand within ten (10) days following the ninetieth (90th) day immediately following Closing:

(a) Accounts Receivable Adjustment.

(i) Within ten (10) days after the Closing Date, Seller will prepare and deliver to Parent a schedule (the "Initial Statement") setting forth the gross face amount of all accounts receivable related to the Business that have been billed in the ordinary course of business as of the Effective Date (collectively, the "Effective Date Billed A/R"). During the period commencing on the Closing Date and continuing for ninety (90) days thereafter (the "Collection Period"), each of Parent, Buyer, and Seller covenants and agrees to use its respective commercially reasonable efforts to collect all Effective Date Billed A/R, including cooperation with the other party as may be reasonably requested by such party. In the event that during the Collection Period Parent or Buyer receive any payment in respect of Effective Date Billed A/R, Parent or Buyer, as applicable, shall promptly remit such payment to the lockbox for the Effective Date Billed A/R maintained by Seller. Within five (5) business days after expiration of the Collection Period, Seller shall prepare and deliver to Parent a new schedule (the "Final Statement") setting forth:

(i) all Effective Date Billed A/R that has been collected during the Collection Period (collectively, the "Collected Effective Date Billed A/R"); and (ii) all Effective Date Billed A/R that has not been collected during the Collection Period (collectively, the "Uncollected Effective Date Billed A/R") together with a brief statement regarding the collection efforts of Seller with respect to such Uncollected Effective Date Billed A/R that are in excess of \$10,000 and the reason for the delinquency of such accounts

(ii) In the event that the aggregate amount of the Effective Date Billed A/R as shown on the Final Statement is less than \$5,995,388 (the "Target A/R Amount") but equals or exceeds \$5,750,000, within ten (10) days after the delivery of the Final Statement:

(A) Seller shall pay to Buyer in immediately available funds the amount by which the Target A/R Amount exceeds the aggregate amount of the Effective Date Billed A/R (the "Deficiency Amount");

(B) Parent's maximum liability under the Price Protection Guaranty (as defined in Section 2A.05(a)) shall be reduced by the amount of the Deficiency Amount; *provided* that such reduction shall not exceed \$250,000; and

(C) Buyer shall purchase from Seller all Uncollected Effective Date Billed A/R, if any, for a price equal to the aggregate gross face amount of such accounts (which purchase price shall be payable in immediately available funds) (it being understood that the payment described in clause (A) and the payment described in (C), if any, shall be netted against each other).

[By way of illustration, if the Effective Date Billed A/R as shown on the Final Statement is \$5,800,000 and the Collected Effective Date Billed A/R as shown thereon is \$5,700,000: (i) Seller pays \$195,388 to Buyer; (ii) Parent's maximum liability under the Price Protection Guaranty is reduced by \$195,388; and (iii) Buyer purchases from Seller the \$100,000 of Uncollected Effective Date Billed A/R for a price equal to \$100,000 (which payment is netted against the \$195,388 payment from Seller resulting in a net payment to Buyer of \$95,388).]

(iii) In the event that the aggregate amount of the Effective Date Billed A/R as shown on the Final Statement is less than \$5,750,000 but equals or exceeds \$5,500,000, within ten (10) days after the delivery of the Final Statement:

(A) Seller shall pay to Buyer in immediately available funds the Deficiency Amount;

(B) Parent's maximum liability under the Price Protection Guaranty shall be reduced by \$250,000; and

(C) The Target Per Share Proceeds (as defined in Section 2A.05(a)) shall be reduced by the product derived by multiplying \$0.25 by a fraction, the numerator of which equals the amount by which the Effective Date Billed A/R is less than \$5,750,000, and the denominator of which equals \$250,000; and

(D) Buyer shall purchase from Seller all Uncollected Effective Date Billed A/R, if any, for a price equal to the aggregate gross face amount of such accounts (which purchase price shall be payable in immediately available funds) (it being understood that the payment described in clause (A) and the payment described in (D), if any, shall be netted against each other).

[By way of illustration, if the Effective Date Billed A/R as shown on the Final Statement is \$5,600,000 and the Collected Effective Date Billed A/R as shown thereon is \$5,400,000: (i) Seller pays \$395,388 to Buyer; (ii) Parent's maximum liability under the Price Protection Guaranty is reduced by \$250,000; (iii) the Target Per Share Proceeds is reduced by \$0.15 to \$6.35; and (iv) Buyer purchases from Seller the \$200,000 of Uncollected Effective Date Billed A/R for a price equal to \$200,000 (which payment is netted against the \$395,388 payment from Seller resulting in a net payment to Buyer of \$195,388).]

(iv) In the event that the aggregate amount of the Effective Date Billed A/R as shown on the Final Statement is less than \$5,500,000 but equals or exceeds \$5,000,000, within ten (10) days after the delivery of the Final Statement:

(A) Seller shall pay to Buyer in immediately available funds the Deficiency Amount;

(B) Parent's maximum liability under the Price Protection Guaranty shall be reduced by \$250,000;

(C) The Target Per Share Proceeds shall be reduced by \$0.25; and

(D) Buyer shall purchase from Seller all Uncollected Effective Date Billed A/R, if any, for a price equal to the aggregate gross face amount of such accounts (which purchase price shall be payable in immediately available funds) (it being understood that the payment described in clause (A) and the payment described in (D), if any, shall be netted against each other).

[By way of illustration, if the Effective Date Billed A/R as shown on the Final Statement is \$5,300,000 and the Collected Effective Date Billed A/R as shown thereon is \$5,100,000: (i) Seller pays \$695,388 to Buyer; (ii) Parent's maximum liability under the Price Protection Guaranty is reduced by \$250,000; (iii) the Target Per Share Proceeds is reduced by \$0.25 to \$6.25; and (iv) Buyer purchases from Seller the \$200,000 of Uncollected Effective Date Billed A/R for a price equal to \$200,000 (which payment is netted against the \$695,388 payment from Seller resulting in a net payment to Buyer of \$495,388).]

(v) In the event that the aggregate amount of the Effective Date Billed A/R as shown on the Final Statement exceeds the Target A/R Amount, within ten (10) days after the delivery of the Final Statement Buyer shall purchase from Seller all Uncollected Effective Date Billed A/R, if any, for a price equal to the aggregate gross face amount of such accounts (which purchase price shall be payable in immediately available funds);

[By way of illustration, if the Effective Date Billed A/R as shown on the Final Statement is \$6,200,000 and the Collected Effective Date Billed A/R as shown thereon is \$5,800,000, Buyer purchases from Seller the \$400,000 of Uncollected Effective Date Billed A/R for a price equal to \$400,000.]

(vi) In the event that the aggregate amount of the Effective Date Billed A/R as shown on the Final Statement is less than \$5,000,000, within ten (10) days after the delivery of the Final Statement:

(A) Seller shall pay to Buyer in immediately available funds the Deficiency Amount *plus* the amount by which the aggregate amount of the Effective Date Billed A/R is less than \$5,000,000;

(B) Parent's maximum liability under the Price Protection Guaranty shall be reduced by \$250,000;

(C) The Target Per Share Proceeds shall be reduced by \$0.25; and

(D) Buyer shall purchase from Seller all Uncollected Effective Date Billed A/R, if any, for a price equal to the aggregate gross face amount of such accounts (which purchase price shall be payable in immediately available funds) (it being understood that the payment described in clause (A) and the payment described in (C), if any, shall be netted against each other);

[By way of illustration, if the Effective Date Billed A/R as shown on the Final Statement is \$4,600,000 and the Collected Effective Date Billed A/R as shown thereon is \$4,300,000: (i) Seller pays \$1,795,388 (\$1,395,388 + \$400,000) to Buyer; (ii) Parent's maximum liability under the Price Protection Guaranty is reduced by \$250,000; (iii) the Target Per Share Proceeds is reduced by \$0.25 to \$6.25; and (iv) Buyer purchases from Seller the \$300,000 of Uncollected Effective Date Billed A/R for a price equal to \$300,000 (which payment is netted against the \$1,795,388 payment from Seller resulting in a net payment to Buyer of \$1,495,388).]

(vii) The adjustment pursuant to clauses (ii), (iii), (iv), (v) or (vi) above is hereinafter referred to as the "A/R Adjustment". Seller shall use commercially reasonable efforts to assist Buyer in the collection of any Uncollected Effective Date Billed A/R following the transfer of such accounts by Buyer, including, without limitation, promptly delivering all funds received by Seller in relation to such accounts receivable.

(b) Net Asset Value Adjustment.

(i) The Purchase Price will be adjusted upwards or downwards in an amount equal to the difference between the Closing Net Asset Value and the Agreed Net Asset Value (the "Net Asset Adjustment"). For purposes of this Agreement, the term "Closing Net Asset Value" means the net assets of the Business as of the Effective Date (determined on a basis consistent with Seller's past practice in preparing internal financial statements and in accordance with generally accepted accounting principles ("GAAP"), subject to the exceptions to GAAP described in Section 3.08) based upon the asset and liability accounts set forth on Schedule 2.02 representing the Assets and the Assumed Liabilities, and the term "Agreed Net Asset Value" means minus Nine Hundred Seventy-Six Thousand Eight-

(ii) Within ninety (90) calendar days after the Closing Date, Seller shall prepare and deliver to Buyer a closing statement as of the close of business on the Effective Date (the "Closing Statement"), prepared on a basis consistent with Seller's past practice in preparing internal financial statements and in accordance with GAAP, subject to the exceptions to GAAP described in Section 3.08 setting forth a calculation of the Closing Net Asset Value and the Net Asset Adjustment, and shall certify that the Closing Statement has been prepared in accordance with GAAP, subject to the exceptions to GAAP described in Section 3.08.

(c) Dispute Resolution. If Buyer objects to any amounts reflected on the Final Statement, or the Closing Statement, within ten (10) days after Buyer's receipt of the Final Statement and Closing Statement, Buyer must give written notice (the "Notice") to Seller specifying in reasonable detail its objections, or Seller's determination of the A/R Adjustment and Net Asset Adjustment shall be final, binding, and conclusive on the parties. With respect to any disputed amounts, the parties shall meet in person and negotiate in good faith during the fifteen (15) day period (the "Resolution Period") after the date of Seller's receipt of the Notice to resolve any such disputes. Seller shall have the right to consult with and seek the advice of PricewaterhouseCoopers LLP (CLT's prior auditors) in the event that Buyer proposes auditing or financial reporting practices, policies or principles that differ from those used by CLT in preparing the Financial Statements (as defined in Section 3.08). If the parties are unable to resolve all such disputes within the Resolution Period, then within five (5) business days after the expiration of the Resolution period, all disputes shall be submitted to KPMG Peat Marwick, LLP (the "Independent Accountant") who shall be engaged to provide a final and conclusive resolution of all unresolved disputes within forty-five (45) days after such engagement. The determination of the Independent Accountant shall be final, binding and conclusive on the parties hereto, and the fees and expenses of the Independent Accountant shall be borne by the party who, in the Independent Accountant's determination, submitted a disputed amount that differs more significantly from the amount finally determined by the Independent Accountant. From and after the Closing Date, Buyer will provide Seller with access to the books, records, and personnel of Buyer that Seller reasonably determines is necessary to prepare the Final Statement and Closing Statement.

(d) Adjustment Amounts Paid in One Transaction. The A/R Adjustment and Net Asset Adjustment will be conducted in one transaction, and the payments to be made between Buyer, on the one hand, and Seller, on the other hand, pursuant to this Section 2.02 shall be netted against each other. Such payment shall occur within ten (10) days following delivery of the Final Statement and Closing Statement and shall be made in immediately available funds, or in the event of a dispute that is resolved pursuant to Section 2.02(c), within ten (10) days after the final resolution of such dispute.

Section 2.03. Allocation of Purchase Price. Within ten (10) business days after the date hereof, Buyer and Seller shall agree upon a schedule allocating the Purchase Price among the Assets. The parties agree to file IRS Form 8594 containing the information agreed upon by the parties pursuant to this Section 2.03 with their respective federal income tax returns for the tax year in which the Closing occurs. Each of Seller and Buyer agrees not to assert for income tax purposes (including in connection with any tax return, tax audit or similar proceeding) any allocation of the Purchase Price that differs from that determined pursuant to this section and contained in IRS Form 8594.

Article IIA Provisions Relating to Parent Shares

Section 2A.01. Delivery of Parent Shares. Within ten (10) business days of the Closing, Parent will deliver a certificate or certificates representing the Parent Shares to Seller, in such denominations and in such names as Seller may request.

Section 2A.02. Rights of Seller. As of the Closing and subject to the restrictions set forth in Section 2A.04, Seller will have all rights, including voting rights and dividend rights, as all other holders of Parent's common stock.

Section 2A.03. NYSE Listing. After the Closing, Parent shall cause the Parent Shares to be approved for listing (subject to official notice of issuance) on the New York Stock Exchange.

Section 2A.04. Restrictions on Transfer; Legend. The Parent Shares issued pursuant to this Agreement will not be registered under the Securities Act of 1933, as amended (the "Securities Act"). Any sale, assignment, gift, pledge, disposal, or other transfer of the Parent Shares by Seller must be made in compliance with the Securities Act. Each certificate representing Parent Shares will bear substantially the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE APPLICABLE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED, OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH THE REQUIREMENTS OF ALL SUCH LAWS.

Section 2A.05. Price Protection on Parent Shares; Security Interest.

(a) If Seller sells any of the Parent Shares in accordance with federal securities laws during the period commencing on the first anniversary of the Closing and ending on the second anniversary of Closing (the "Price Protection Period") for net proceeds per share less than \$6.50 (the "Target Per Share Proceeds"), then, upon presentation to Parent of reasonable documentation evidencing such sale and net proceeds, Parent will deliver to Seller in immediately available funds an amount per Parent Share sold during the Price Protection Period equal to the difference between the actual sale proceeds and the Target Per Share Proceeds (the "Price Protection Guaranty"); *provided, however*, that in no event shall Parent be obligated to pay Seller an amount under the Price Protection Guaranty in excess of \$3,000,000. The payment, if any, from Parent to Seller pursuant to this Section 2A.05(a) shall be made in cash and shall occur within five (5) business days after the end of each calendar quarter during the Price Protection Period in respect of the sales of Parent Shares, if any, that occurred during such calendar quarter.

(b) In order to secure the full and complete payment and performance of Parent's obligation under the Price Protection Guaranty, Parent and Buyer hereby grant to Seller: (i) a first mortgage lien on the land and improvements located at 3199 Klepinger Road, Dayton, Ohio 45406 included in the Assets (the "Premises") pursuant to a certain Mortgage substantially in the form of Exhibit A attached hereto (the "Mortgage"); and (ii) a first priority security interest in the intellectual property and licenses (and the proceeds thereof) associated with the IAS software programs included in the Assets pursuant to a certain Security Agreement substantially in the form of Exhibit B attached hereto (the "Security Agreement").

Article III Representations and Warranties of Seller

As an inducement to Buyer to enter into this Agreement and to Parent to guarantee and be jointly and severally liable for the obligations of Buyer contained in this Agreement, Seller hereby represents and warrants to Buyer and Parent as follows:

Section 3.01. Organization and Qualification. Seller is a limited liability company duly formed, validly existing, and in good standing under the Laws of the State of Delaware, has all requisite power and authority to own, lease, and operate its properties and to carry on its business as it is now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of the business conducted by it or the ownership or leasing of its properties makes such qualification necessary, other than where the failure to be so duly qualified and in good standing would not have a Material Adverse Effect. "Material Adverse Effect" means any change, effect, or condition that, individually or when taken together with all other such changes, effects, or conditions, would be materially adverse to the business, operations, assets, financial condition, or results of operations of the Business; *provided* that the effects of any events, circumstances or conditions resulting from changes, developments or circumstances in worldwide, national or local conditions (political, economic, regulatory or otherwise) that adversely affect the markets in which CLT operates or affects industries related to the Business generally (including proposed legislation or regulation by any Governmental Entity or the introduction of any technological changes in CLT's industry), or adversely affect a broad group of industries generally, shall constitute a Material Adverse Effect.

Section 3.02. Organization Documents. Seller has furnished to Buyer a true, complete, and correct copy of the certificate of formation and operating agreement of Seller, as amended or restated to the date of this Agreement. Seller is not in violation of any of the provisions of its certificate of formation or operating agreement, as so amended, and such remain in full force and effect.

Section 3.03. Authority. Seller has all requisite power and authority to execute and deliver this Agreement and the other documents contemplated by this Agreement (the "Ancillary Agreements") to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements to which Seller is a party by Seller and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company action and no other proceedings on the part of Seller are necessary to authorize this Agreement or the Ancillary Agreements to which Seller is a party or to consummate the transactions contemplated hereby or thereby. This Agreement and the Ancillary Agreements have been duly executed and delivered by Seller that are parties thereto and, assuming the due authorization, execution and delivery of this Agreement and the Ancillary Agreements by Buyer and Parent, constitute the legal, valid, and binding obligations of Seller, enforceable in accordance with their respective terms, except to the extent that their enforcement is limited by bankruptcy, insolvency, reorganization or other Laws relating to or affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 3.04. No Conflict: Required Filings and Consents.

(a) Except as set forth in Schedule 3.04(a), the execution and delivery of this Agreement and the Ancillary Agreements by Seller do not, and the consummation of the transactions contemplated hereby and thereby will not, (i) conflict with or violate the certificate of formation or operating agreement of Seller, as amended or restated to the date of this Agreement; (ii) conflict with or violate in any respect any federal, state, foreign, or local law, statute, ordinance, rule, regulation, order, judgment, or decree, including, without limitation, laws relating to employment discrimination, fair employment practices, fair labor standards, equal employment opportunity, individual or collective employee rights, and occupational health and safety (collectively, "Laws") applicable to Seller or by which any of the Assets or the Business is bound or subject; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to any other Person any rights of termination, amendment, acceleration, or cancellation of, or require payment under, or result in the creation of a Lien (as hereinafter defined) on any of the Assets pursuant to, any material note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise, or other material instrument or obligation to which Seller is a party or by or to which Seller or any of the Assets is bound or subject.

(b) Except for the consents of the Governmental Entities and other Persons described on Schedule 3.04(b), the execution and delivery of this Agreement and the Ancillary Agreements by Seller does not, and consummation of the transactions contemplated hereby and thereby will not, require Seller to obtain any material consent, license, permit, approval, waiver, authorization, or order of, or to make any filing with or notification to, any governmental or regulatory authority, domestic or foreign (collectively, "Governmental Entities"), or any other Person.

Section 3.05. Permits; Compliance. Seller is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals, and orders necessary to own, lease, and operate the properties and Assets and to carry on the Business as it is now being conducted and currently proposed to be conducted (collectively, the "Permits"), other than those Permits the failure of which to possess has not had and would not reasonably be expected to have a Material Adverse Effect. There is no action, proceeding, or investigation pending or, to the knowledge of Seller, threatened regarding suspension or cancellation of any of the Permits. Seller is not in conflict with or in default or violation of (a) any Law applicable to Seller or by or to which any of the Assets is bound or to which they may be subject or (b) any of the Permits, other than such conflicts, defaults or violations that have not had and would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 3.05, since January 1, 1997, Seller has not received any written notice with respect to possible conflicts, defaults, or violations of Laws from any Governmental Entity.

Section 3.06. Title to Assets.

(a) Set forth in Schedule 3.06(a) is a complete list (including the street address, where applicable) of (i) all real property owned, leased, or otherwise used by Seller in the Business; (ii) each vehicle owned or leased by Seller used in the Business; and (iii) each asset of Seller used primarily in the Business with a book value or fair market value greater than \$1,000.

(b) Seller has good and marketable title to all of the Assets and owns all of the Assets free and clear of any liabilities, obligations, liens, claims, security interests or, encumbrances of any nature (collectively, "Liens"), other than (i) statutory Liens securing current taxes and other obligations that are not yet delinquent; (ii) the Liens described in Schedule 3.06(b) that are designated to survive the Closing (including all Liens associated with the Assumed Liabilities); (iii) the Liens described in Schedule 3.06(b) that are designated to be discharged prior to the Closing; (iv) any Lien arising out of deposits made to secure leases or other obligations of a like nature constituting Assumed Liabilities arising in the ordinary course of business; and (v) any Lien that

does not materially interfere with the use by CLT of the real property or leasehold interests subject thereto or affected thereby (including any easements, rights of way, restrictions, installations or public utilities, title imperfections and restrictions, reservations in land patents, zoning ordinances or other similar Liens) or otherwise does not materially impair the results of operations or financial results of CLT considered as a whole. The execution and delivery of this Agreement and the Ancillary Agreements by Seller at the Closing will convey to and vest in Buyer good and marketable title to the Assets, free and clear of any Liens, except the Liens described in clauses (i), (ii), (iv), and (v) of the preceding sentence, and will convey to and vest in Buyer all of Seller's rights in and to the real estate, goodwill, and Intellectual Property included in the Assets.

Section 3.07. Inclusiveness of Assets. The Assets constitute all assets (other than the Excluded Assets) used by Seller primarily in the conduct of the Business.

Section 3.08. Financial Statements.

(a) Attached as Schedule 3.08 are true, correct, and complete copies of (i) the audited financial statements of CLT as of and for the fiscal year ended December 25, 1998 (the "Balance Sheet Date"), including balance sheets and statements of income, cash flows, and changes in members' equity, as audited by Seller's independent certified public accountants, which are attached as Schedule 3.08(a); and (ii) the internally-prepared financial statements of CLT as of and for the period ended September 2, 1999, including a balance sheet as of such date (the "Latest Balance Sheet") and a statement of income, which are attached as Schedule 3.08(b) (collectively, the "Financial Statements"). The Financial Statements present fairly, in all material respects, the financial position of CLT at the dates shown and the results of operations and cash flows for the periods covered thereby in accordance with GAAP applied on a consistent basis, except that (A) CLT does not capitalize the development costs associated with certain computer software in accordance with GAAP, (B) CLT does not recognize revenue associated with certain computer software in accordance with GAAP, (C) reserves for bad debt are not treated in conformity with GAAP, (D) intercompany accounts are not treated in conformity with GAAP, (E) foreign, federal, state, and local income tax liability is not accrued on CLT's financial statements in accordance with GAAP, (F) the methodology used by CLT to calculate the bonus accruals under its "Operation Incentive Plan" is not accordance with GAAP, and (G) the interim Financial Statements lack footnotes, year-end adjustments, and other items required by GAAP to be included in audited statements.

(b) Except for (i) liabilities reflected in the Latest Balance Sheet; (ii) current liabilities of the same type and relative amount as those reflected in the Latest Balance Sheet (that would be disclosed under the same captions in a balance sheet prepared in accordance with GAAP consistently applied and subject to the exceptions described in subsection (a) above) incurred in the ordinary course of business, consistent with past practice, since the date of the Latest Balance Sheet; and (iii) liabilities disclosed in Schedule 3.09, CLT has no liabilities of any sort relating to the Business, whether absolute or contingent, due or to become due, known or unknown, asserted or unasserted.

Section 3.09. Absence of Certain Changes or Events. Except as contemplated by this Agreement or as set forth in Schedule 3.09, since the Latest Balance Sheet, Seller has conducted the Business only in the ordinary course and in a manner consistent with past practice, and there has not been (a) any damage, destruction, or loss (whether or not covered by insurance) with respect to any of the Assets that exceeds \$50,000; (b) any change by Seller in its accounting or tax reporting methods, principles, or practices with respect to the Business; (c) any increase in the benefits under, or the establishment or amendment of, any bonus, insurance, severance, deferred compensation, pension, retirement, profit sharing, or other employee benefit plan, or any increase in the compensation payable to officers or employees of Seller relating to the Business or CLT (other than regularly scheduled compensation increases in the ordinary course of business); (d) any entry by Seller into any material commitment or transaction relating to or affecting the Business or

the Assets not in the ordinary course of business and consistent with past practice (other than this Agreement and the transactions contemplated by this Agreement); and (e) any Material Adverse Effect.

Section 3.10. Absence of Litigation. Except as set forth on Schedule 3.10, there is no claim, action, suit, litigation, proceeding, arbitration, or investigation of any kind, at law or in equity (including actions or proceedings seeking injunctive relief), pending or threatened against Seller relating to the Business, the Assets, CLT, or this Agreement or the transactions contemplated hereby, and Seller is not subject to any continuing order of, judgment, writ, injunction, decree, award, consent decree, settlement agreement, or other similar written agreement with, or continuing investigation by, any Governmental Entity or arbitrator relating to the Business, the Assets, CLT, or this Agreement.

Section 3.11. Employee Benefit Plans; Labor Matters.

(a) Set forth on Schedule 3.11(a) is a complete list of all of Seller's "employee benefit plans" (as defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) in which the employees of CLT or of Seller primarily used in the Business are eligible to participate and any other plan or policy providing for "fringe benefits" (including, but not limited to, vacation, paid holidays, personal leave, employee discount, educational benefit, or similar programs) in which such employees are eligible to participate, and each other bonus, incentive, compensation, deferred compensation, profit sharing, stock, severance, retirement, health, life, disability, group insurance, employment, stock option, stock purchase, stock appreciation right, supplemental unemployment, layoff, consulting, or any other similar plan, agreement, policy, or understanding (whether written or oral, qualified or nonqualified, currently effective or terminated) covering such employees, and any trust, escrow, or other agreement related thereto that (i) is or has been established, maintained, or contributed to by Seller or any ERISA Affiliate (as defined below) or with respect to which Seller or any ERISA Affiliate has any liability, or (ii) provides benefits, or describes policies or procedures applicable, to any officer, employee, director, former officer, former employee, or former director of CLT or any ERISA Affiliate, or any dependent thereof, regardless of whether funded (each, an "Employee Plan", and collectively, the "Employee Plans"). For purposes of this Agreement, "ERISA Affiliate" means Seller and each Person or other trade or business, whether or not incorporated, that is or has been treated as a single employer or controlled group member with Seller pursuant to Code section 414 or ERISA section 4001.

(b) No written or oral representations have been made by Seller or CLT to any employee or officer or former employee or officer of CLT or of Seller primarily used in the Business promising or guaranteeing any coverage under any employee welfare plan for any period of time beyond the end of the current plan year (except to the extent of coverage required under Code section 4980B), and, except as set forth on Schedule 3.11(b), no Employee Plan provides benefits to any employee of CLT or of Seller primarily used in the Business or any ERISA Affiliate or any employee's dependents after the employee terminates employment other than as required by law. Except for the "stay put" bonuses to which certain of the employees of Seller primarily used in the business are entitled as set forth on Schedule 3.11(b), the consummation of the transactions contemplated by this Agreement will not accelerate the time of payment or vesting, or increase the amount of compensation (including amounts due under Employee Plans) due to any employee, officer, former employee, or former officer of CLT or of Seller primarily used in the Business.

(c) Except as set forth on Schedule 3.11(c), all employees of CLT or of Seller used primarily in the Business are terminable at the will of Seller or CLT, respectively, and neither Seller nor CLT has made any binding commitments of Seller or CLT, respectively, written or oral, to any present or former director, officer, agent, or employee concerning his or her term, condition, or benefits of employment.

(d) Seller has not failed to fund or contribute to, nor has it terminated, any Employee Plans or other employee pension benefit plan with respect to which Seller or CLT continues to have an obligation to contribute or any other liability.

(e) To the knowledge of Seller, neither Seller nor any ERISA Affiliate nor any plan fiduciary of any Employee Plan has engaged in any transaction in violation of section 406(a) or (b) of ERISA or any "*prohibited transaction*" (as defined in section 4975(c)(1) of the Code), that has or would reasonably be expected to subject CLT, the Assets, or the Business to any taxes, penalties, or other liabilities resulting from such prohibited transaction. To the knowledge of Seller, no condition exists that would subject CLT, the Assets, or the Business to any excise tax, penalty tax, or fine related to any Employee Plan.

(f) Seller is in compliance in all material respects with all applicable laws respecting employment, employment practices, and wages and hours regarding employees of CLT or of Seller used primarily in the Business. There is no pending or, to the knowledge of Seller, threatened labor dispute, strike, or work stoppage against Seller that has interfered or would reasonably be expected to interfere with the operation of the Business. To the knowledge of Seller, since January 1, 1997 neither Seller nor any of its representatives or employees has committed any unfair labor practices in connection with the operation of the Business.

(g) Except as set forth on Schedule 3.11(g), there are no severance agreements, programs, policies, plans, or arrangements, whether or not written, relating to employees of CLT or of Seller used primarily in the Business.

(h) Except as set forth on Schedule 3.11(h), CLT has not amended or terminated any of the Employee Plans since the Balance Sheet Date.

Section 3.12. Taxes.

(a) All returns and reports (the "Tax Returns") of or with respect to any Tax that were required to be filed on or prior to the date hereof by or with respect to Seller relating to the Assets or the Business have been duly and timely filed. All items of income, gain, loss, deduction, and credit or other items required to be included in each such Tax Return have been included, and all information provided in each such Tax Return is true, correct, and complete in all material respects. All Taxes with respect to the Assets or the Business that have been or are due on or prior to the date hereof have been timely paid in full, except in those cases in which the amount of the Tax is being disputed in good faith by Seller, in which case such amounts have been adequately reserved for. To Seller's knowledge, the Business and Assets are not subject to taxation by any jurisdiction where Seller does not file Tax Returns. All withholding Tax requirements imposed on or with respect to Seller relating to the Business or the Assets have been satisfied in full in all respects. No penalty, interest, or other charge is due with respect to the late filing of any such Tax Return or late payment of any such Tax.

(b) There are no pending audits, actions, proceedings, investigations, disputes, or claims with respect to or against Seller relating to the Assets or the Business for or with respect to any Taxes; no assessment, deficiency, or adjustment has been assessed or proposed with respect to any Tax Return of or with respect to Seller relating to the Assets or the Business; and to Seller's knowledge, there is no reasonable basis upon which any claim for a material amount of Taxes can be asserted against Seller relating to the Assets or the Business, other than those disclosed (and to which are attached true and complete copies of all audit or similar reports) on Schedule 3.12(b).

(c) Except for inchoate statutory Liens for current Taxes not yet due, no Liens for Taxes exist upon the Assets or the Business.

(d) Schedule 3.12(d) sets forth the following information with respect to Seller as of the most recent practicable date: (i) its basis in the Assets; and (ii) the amount of any net operating loss, net capital loss, unused investment or other credit, unused foreign tax, or excess charitable contributions relating to the Business and the Assets.

Section 3.13. Environmental Matters. Except for matters disclosed in Schedule 3.13:

(a) to the knowledge of Seller, the Assets and the operations and activities of the Business comply currently with, and have at all times that the Business has been owned or controlled by Seller or its Affiliates complied with, all applicable Environmental Laws (as defined below);

(b) the Assets and the Business are not subject to any existing, pending, or, to the knowledge of Seller, threatened action, suit, claim, investigation, inquiry, or proceeding by or before any Governmental Entity under any Environmental Law;

(c) to the knowledge of Seller, there are no physical or environmental conditions (i) existing on any real property used by Seller primarily in the Business or constituting part of the Assets or (ii) resulting from Seller's operations or activities in the Business at any real property occupied by the Business, that would reasonably be expected to give rise to any on-site or off-site remedial obligations or other liabilities imposed under any Environmental Laws or that would adversely affect the soil, groundwater, surface water, or human health in violation of any applicable Environmental Laws;

(d) to the knowledge of Seller, there has been no exposure of any Person or real property to hazardous substances or any pollutant or contaminant in violation of any applicable Environmental Laws arising from Seller's operation of the Business, nor has there been any release of hazardous substances or any pollutant or contaminant into the environment by Seller in violation of any applicable Environmental Laws in connection with the operation of the Business; and

(e) Seller has made available to the Buyer all internal and external environmental audits and studies and all correspondence on environmental matters in the possession of Seller relating to any of the Assets or any current or former operations of Seller relating to the Business.

For purposes of this Agreement, the term "Environmental Laws" means any and all Laws pertaining to health or the environment currently in effect in any and all jurisdictions in which Seller owns real property or conducts business, including without limitation, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended; the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended; any state Laws implementing the foregoing federal Laws; and all other environmental conservation or protection Laws. For purposes of this Agreement, the terms "hazardous substance" and "release" have the meanings specified in CERCLA and RCRA, and the term "disposal" has the meaning specified in RCRA; provided, however, that to the extent the Laws of the state in which the real property is located establish a meaning for "hazardous substance," "release," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning will apply with respect to such real property.

Section 3.14. Brokers; Other Transactions. Except for Legg Mason, no broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller. Seller represents and warrants that except for this Agreement it is not party or subject to any actual or prospective agreement, arrangement, or understanding, written or oral, express or implied, involving a sale of a substantial portion of the Assets or Business (whether through an asset sale, merger, or otherwise involving Seller or CLT).

Section 3.15. Insurance. Schedule 3.15 lists all insurance policies currently in effect under which Seller is a beneficiary or an insured that insures the Assets and the Business. Such insurance coverage will remain in effect (or will be replaced by similar policies) with respect to the Assets and the Business as to all events occurring on or prior to the Closing Date. As of the date of this Agreement, Seller has not received any notice that any of the policies listed on Schedule 3.15 have been or will be canceled prior to its scheduled termination date, or would not be renewed substantially on the same terms now in effect if the insured party requested renewal or has received notice from any of its insurance carriers that any insurance premiums will be subject to increase in an amount materially disproportionate to the amount of the increases with respect thereto (or with respect to similar insurance) in prior years. Seller is not in default under any such policy (except for such defaults that have not had and would not reasonably be expected have a Material Adverse Effect) and all premiums due and payable with respect to such coverage have been paid or accrued.

Section 3.16. Properties. All buildings and all fixtures, equipment, and other property and assets that are material to the Business and are held under leases by Seller are, to Seller's knowledge, held under valid instruments enforceable by Seller in accordance with their respective terms. Except as set forth on Schedule 3.16, the Assets, including, without limitation, information systems, (i) have been maintained in accordance with industry standards and are in good and serviceable condition, reasonable wear and tear excepted, and (ii) are adequate for the uses to which they are being put and, following the consummation of the transactions contemplated hereby, will have sufficient capacity to conduct the Business in substantially the same manner as the Business is presently conducted (after taking into account the absence of the Excluded Assets).

Section 3.17. Intellectual Property. Schedule 3.17 sets forth a complete and correct list of each patent, patent application, trademark (whether or not registered), trademark application, trade name, service mark, material copyright and other material item of proprietary intellectual property (including, without limitation, material items of proprietary computer software, whether in object or source form) (the "Intellectual Property") owned by Seller (the "Owned IP") or used by Seller pursuant to a license with a third party primarily in connection with the Business. To Seller's knowledge: (i) the Owned IP is valid and enforceable; and (ii) Seller has the exclusive right to use and license the use of such Owned IP. To the knowledge of Seller, the current use by Seller of such Owned IP does not infringe the rights of any other Person, and no other Person is infringing the rights of Seller in any such Owned IP.

Section 3.18. Certain Contracts; Licenses; Etc.

(a) Schedule 3.18(a) lists, as of the date of this Agreement, each agreement, contract, or commitment to which Seller is a party or by which Seller is bound and which will be transferred to Buyer pursuant to this Agreement (i) containing a lease for real property, (ii) providing for consideration during the previous twelve months in excess of \$10,000 or that could reasonably be expected to involve consideration in the twelve month period following the date of this Agreement in excess of \$10,000, or (iii) that is otherwise material to the financial condition or results of operations of the Business and that is not otherwise listed pursuant to this Section 3.18.

(b) Schedule 3.18(b) contains a list and description of all currently effective material permits, licenses, and authorizations of and registrations and qualifications with, Governmental Entities and self-regulatory organizations applicable to the Business or the Assets.

(c) Except as set forth on Schedule 3.18(c), none of the items required to be disclosed on Schedule 3.18 is terminable as the result of, has increased rights or obligations as a result of, or becomes vested or accelerated by, or otherwise requires the consent or other approval of any other Person with respect to or as a result of, the transactions contemplated by this Agreement. Seller is in compliance in all material respects of all items required to be disclosed pursuant to this Section 3.18, and to Seller's knowledge, each of the other parties thereto or bound thereby has performed in

all material respects all the obligations required to be performed by it to date and is not in default thereunder. Each of the items required to be disclosed in Schedule 3.18 is in full force and constitutes a legal, valid, and binding obligation of Seller and, to Seller's knowledge, the other parties thereto, enforceable in accordance with its terms. To Seller's knowledge, no material client or customer intends to terminate its relationship with Seller as a result of the transactions contemplated by this Agreement. True and complete copies of all items required to be disclosed on Schedule 3.18 have been delivered or otherwise made available to the Buyer.

Section 3.19. Employees. Schedule 3.19 sets forth an accurate, correct, and complete list of all employees of Seller utilized in the Business as of the date hereof, including name, title or position, the present annual compensation or wage rate, any interests in any bonus or incentive compensation plan, and any other perquisite or form of non-cash compensation owed by Seller to such employees.

Section 3.20. Year 2000 Compliance. All of the computer software products currently being sold and supported by Seller and the material components of computer hardware and software utilized in CLT's computer software business (collectively, the "Systems") comply with all of the following criteria (compliance with such criteria referred to herein as being "Year 2000 Compliant"): (i) the Systems operate with dates that are less than, equal to, or greater than 2000 when the date is 1999 or less; (ii) the Systems operate with dates that are less than, equal to, or greater than 2000 when the date is 2000 or greater; (iii) the Systems work when the date rolls between 12/31/99 and 01/01/2000; (iv) if any System is passing a date that contains a year less than four digits to another application or system, it passes enough information for the receiving system to comply with Section 3.20(i)-(iii); (v) if any System is receiving a date that contains a year less than four digits from another application or system, it is able to interpret the date received to comply with Section 3.20(i)-(iii); (vi) the Systems recognize year 2000 as a leap year and operate accordingly; (vii) the Systems recognize the correct day of the week where required; (viii) date values sort correctly; (ix) date value calculations operate and provide correct results; and (x) date values stored, calculated, imported, exported, or displayed with less than a four digit year are completely unambiguous. Schedule 3.20 sets forth the current status of CLT's testing of the Systems to confirm that they are Year 2000 Compliant.

Section 3.21. Securities Law Matters.

(a) Seller, by reason of its business and financial experience, has the capacity to protect its interests in investments in illiquid securities such as the Parent Shares. Seller has carefully evaluated its financial resources and investment position and the risks associated with an investment in the Parent Shares and is able to bear the economic risk of such investment. Seller has adequate means for providing for its current needs and contingencies and has no need for liquidity in this investment. Seller's overall commitment to investments that are not readily marketable is not disproportionate to its net worth and Seller's investment in the Parent Shares will not cause such overall commitment to become excessive.

(b) Seller has reviewed the merits of an investment in the Parent Shares with tax and legal counsel and an investment advisor to the extent deemed advisable by Seller. Seller acknowledges that it has been given a full opportunity to ask questions of and to receive answers from the officers, agents, and representatives of Parent concerning the terms and conditions of the investment and the business of Parent and to obtain such other information as desired in order to evaluate an investment in the Parent Shares. Seller further acknowledges that it has relied solely upon its own independent investigations and the representations and warranties of Parent contained herein, and has received no representation or warranty from Parent or any of its affiliates, employees or agents other than those set forth in this Agreement. Seller further acknowledges and understands that no federal or state agency has made any finding or determination as to the fairness of an investment in, or any recommendation or endorsement of, the Parent Shares.

(c) Seller understands that the Parent Shares to be issued pursuant to this Agreement will

constitute "restricted securities" within the meaning of Rule 144 under the Securities Act and may not be sold, pledged, or otherwise transferred in the absence of an effective registration statement pertaining thereto under the Securities Act and under any applicable state securities laws or an exemption from the registration requirements thereof. Seller further understands that the Parent Shares will bear substantially the legend set forth in Section 2A.04.

(d) Seller acknowledges and agrees that the sale of Parent Shares will be solely for the Seller's account, and not for the account of any other person or with a view to any resale or distribution thereof. Seller understands that the Parent Shares have not been registered under the Securities Act, or the securities laws of certain states, in reliance upon specific exemptions from registration thereunder, and agrees that the Parent Shares may not be sold, offered for sale, transferred, pledged, hypothecated or otherwise disposed of except in compliance with the Securities Act and applicable state securities laws. Seller further understands that Parent has no obligation and does not intend to cause the Parent Shares to be registered under the Securities Act. Seller further understands that it is not anticipated that there will be any market for resale of the Parent Shares and that it may not be possible for Seller to liquidate an investment in the Parent Shares on an emergency basis.

(e) Seller understands that the representations and warranties set forth in this Section 3.21 are being provided to determine whether Parent Shares may be issued to Seller pursuant to section 4(2) of the Securities Act and similar exemptions under applicable state securities laws. Seller will notify the Parent immediately of any change in any such information occurring prior to the Closing.

Article IV **Representations and Warranties of Buyer and Parent**

As an inducement to Seller to enter into this Agreement, each of Buyer and Parent hereby represents and warrants to Seller on a joint and several basis as follows:

Section 4.01. Organization and Qualification. Each of Buyer and Parent is a corporation duly formed, validly existing, and in good standing under the Laws of the State of Delaware, has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as it is now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of the business conducted by it or the ownership or leasing of its properties makes such qualification necessary, other than where the failure to be so duly qualified and in good standing would affect the validity or enforceability of this Agreement or Buyer's or Parent's ability to consummate the transactions contemplated hereby.

Section 4.02. Organization Documents. Each of Buyer and Parent has furnished to Seller a true, complete, and correct copy of its certificate of incorporation and bylaws, each as amended or restated to the date of this Agreement. Each of Buyer and Parent is not in violation of any of the provisions of its certificate of incorporation or bylaws, as so amended, and such remain in full force and effect.

Section 4.03. Authority. Each of Buyer and Parent has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements to which it is a party by each of Buyer and Parent and the consummation by Buyer and Parent of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action, and no other corporate proceedings on the part of Buyer or Parent are necessary to authorize this Agreement and the Ancillary Agreements to which it is a party or to consummate the transactions contemplated hereby and thereby. This Agreement and the

Ancillary Agreements have been duly executed and delivered by each of Buyer and Parent that is a party thereto and, assuming the due authorization, execution, and delivery of this Agreement and the Ancillary Agreements by Seller, constitute the legal, valid, and binding obligations of the Buyer and Parent, respectively, enforceable in accordance with their respective terms, except to the extent that their enforcement is limited by bankruptcy, insolvency, reorganization or other Laws relating to or affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 4.04. No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement and the Ancillary Agreements by each of Buyer and Parent does not, and the consummation of the transactions contemplated hereby and thereby will not, (i) conflict with or violate the certificate of incorporation or bylaws, in each case as amended or restated as of the date of this Agreement, of Buyer and Parent, respectively; (ii) conflict with or violate any Laws applicable to Buyer or Parent or by which any of their respective properties is bound or subject; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the properties or assets of Buyer or Parent pursuant to, any material note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise, or other material instrument or obligation to which Buyer or Parent, respectively, is a party or by or to which either of them or any of their respective properties is bound or subject.

(b) The execution and delivery of this Agreement and the Ancillary Agreements by each of Buyer and Parent does not, and the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements will not, require Buyer or Parent to obtain any consent, license, permit, approval, waiver, authorization, or order of, or to make any filing with or notification to, any Governmental Entity or any other Person.

Section 4.05. Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Parent, Buyer, or any Affiliate of Parent or Buyer.

Section 4.06. Absence of Litigation. Except as disclosed in Parent's SEC Documents (as hereinafter defined), there is no claim, action, suit, litigation, proceeding, arbitration, or investigation of any kind, at law or in equity (including actions or proceedings seeking injunctive relief), pending or threatened against Buyer or Parent relating to this Agreement or the transactions contemplated hereby or that has had or would reasonably be expected have a material adverse effect on Buyer's or Parent's ability to consummate the transactions contemplated hereby, and neither Buyer nor Parent is subject to any continuing order of, judgment, writ, injunction, decree, award, consent decree, settlement agreement, or other similar written agreement with, or continuing investigation by, any Governmental Entity or arbitrator relating to this Agreement or the transactions contemplated hereby or that has had or would reasonably be expected have a material adverse effect on the business, operations, assets, financial condition, or results of operations of Buyer or Parent or their respective ability to consummate the transactions contemplated hereby.

Section 4.07. Compliance with Laws. Each of Buyer and Parent has conducted its operations in compliance with all applicable Laws, except for such noncompliance that has not had and would not reasonably be expected to have a material adverse effect on the business, operations, assets, financial condition, or results of operations of Buyer or Parent or their respective ability to consummate the transactions contemplated hereby.

Section 4.08. Financial Ability to Close. Each of Parent and Buyer has, and at Closing will have, the financial ability to perform its respective obligations under this Agreement.

Section 4.09. Forest City Notes.

(a) Parent has good and marketable title to the Forest City Notes and owns them free and clear of any Liens; provided that the Forest City Notes are subject to the terms and conditions of a certain Subordination and Intercreditor Agreement dated as of March 26, 1999 among Parent, FCAP, and Congress Financial Corporation (Central) (the "Subordination Agreement").

(b) The Forest City Notes are freely transferable by Parent to Seller without the need for the consent of any Governmental Entity or other Person.

(c) Schedule 4.09 sets forth all of the transaction documents executed in connection with the Forest City Notes (collectively, the "Transaction Documents"). Each of the Forest City Notes and the Transaction Documents is in full force and effect, has not been modified, revised or amended (either in writing or orally), and together constitute the complete agreement between FCAP and Parent with respect to the indebtedness evidenced by the Forest City Notes.

(d) Except as set forth on Schedule 4.09, FCAP is not in default under any of the provisions of the Forest City Notes or the Transaction Documents and no event has occurred, which with the passage of time or notice or both, would become an event of default under the Forest City Notes or the Transaction Documents by FCAP. No payment or prepayment of principal has been made by FCAP under the Forest City Notes.

(e) Except as set forth on Schedule 4.09, Parent and its Affiliates are not in default under any of the provisions of the Transaction Documents and no event has occurred, which with the passage of time or notice or both, would become an event of default under the Transaction Documents by Parent or its Affiliates or could otherwise give rise to a counterclaim or defense by FCAP to any demand for payment under the Forest City Notes.

Section 4.10. Share Validity. The Parent Shares shall be, upon issuance in accordance with this Agreement, duly authorized, validly issued, fully paid and nonassessable, and free and clear of any liens and preemptive and other similar rights.

Section 4.11. Securities Law Compliance. Assuming the representations and warranties of Seller set forth in Section 3.21 hereof are true and correct, the issuance of the Parent Shares pursuant to this Agreement will be exempt from the registration requirements of the Securities Act and all applicable state securities or "Blue Sky" laws. Parent has given Seller and its agents, and agrees to continue to give Seller and its agent through the Closing Date, the opportunity to ask questions of, and receive answers from, executive officers of Parent concerning Parent and the Parent Shares. Neither Parent nor, to Parent's knowledge, any Person acting on its behalf has, in connection with the Parent Shares offered hereby, engaged in (i) any form of general solicitation or general advertising (as those terms are used within the meaning of Rule 502(c) under the Securities Act), (ii) any action involving a public offering within the meaning of Section 4(2) of the Securities Act, or (iii) any action that would require the registration under the Securities Act of the offering and sale of the Parent Shares pursuant to this Agreement or that would violate applicable state securities or "Blue Sky" laws. Parent has not made and will not prior to the Closing make, directly or indirectly, any offer or sale of securities of the same or a similar class as the Parent Shares if as a result the offer and sale of the Parent Shares contemplated hereby would fail to be entitled to exemption from the registration requirements of the Securities Act. As used in this Section 4.11, the terms "offer" and "sale" have the meanings specified in Section 2(3) of the Securities Act.

Section 4.12. Public Filings.

(a) Parent has made available to Seller true and complete copies of its annual report on Form 10-K for the fiscal year ended December 31, 1998, its quarterly reports on Form 10-Q for fiscal

quarters ended March 31, 1999 and June 30, 1999, respectively, all current reports on Form 8-K filed since January 1, 1999, its 1998 Annual Report to Stockholders and its proxy statements in connection with the 1999 annual meeting of stockholders (collectively, the "SEC Documents") and will make available to Seller any similar SEC Documents filed with the U.S. Securities and Exchange Commission (the "SEC") on or before the Closing Date. As of their respective filing dates, each SEC Document complied, or will comply, in all material respects with the requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and as of their respective dates none of the SEC Documents contained, or will contain, any untrue statement of a material fact or omitted, or will omit, to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As used in this Agreement, the consolidated balance sheet of Parent and its consolidated subsidiaries as of June 30, 1999 include in the Form 10-Q for the fiscal quarter then ended is hereinafter referred to herein as the "Parent Balance Sheet" and June 30, 1999 is hereinafter referred to herein as the "Parent Balance Sheet Date".

(b) Except to the extent expressly set forth in, or contemplated by, the Parent Balance Sheet, or the notes, schedules or exhibits thereto, or as disclosed in, or contemplated by, the SEC Documents: (i) as of the Parent Balance Sheet Date, neither Parent nor any of its consolidated subsidiaries had any material liabilities or obligations (whether absolute, contingent, accrued or otherwise) that would be required to be included on a consolidated or condensed balance sheet or in the notes, schedules or exhibits thereto prepared in accordance with GAAP; and (ii) since the Parent Balance Sheet Date, Parent and its consolidated subsidiaries have not incurred any such material liabilities or obligations other than in the ordinary course of business or as so disclosed or contemplated.

Section 4.13. No Material Adverse Change. Since the Parent Balance Sheet Date, there has been no material adverse effect on the business, operations, assets, financial condition, or results of operations of Buyer or Parent or their respective ability to consummate the transactions contemplated hereby.

Article V Covenants

Section 5.01. Affirmative Covenants of Seller. Seller hereby covenants and agrees that, prior to the Closing Date, unless otherwise expressly contemplated by this Agreement or consented to in writing by Buyer and Parent (which consent shall not be unreasonably withheld, conditioned or delayed), Seller will cause CLT:

(a) to operate the Business and the Assets in the ordinary course, consistent with past practices and use commercially reasonable efforts to preserve the goodwill of the Business and of its employees, customers, suppliers, Governmental Entities and others having business dealings with CLT and the Business;

(b) except as contemplated by this Agreement, not to engage in any transaction relating to the Business or the Assets outside the ordinary course of business, including, without limitation, by making any material expenditure, investment, or commitment or entering into any material agreement or arrangement of any kind (it being understood that the payment by Seller of \$25,000 in any 12-month period shall be the measure of materiality under this Section 5.01(b));

(c) to maintain all insurance policies (or replacement policies with substantially similar coverage) and all Permits that are required for Seller to carry on the Business;

(d) subject to Section 5.04, not to take or permit any action that would cause the Closing conditions contained in Article VII on the obligations of the parties to effect the transactions contemplated by this Agreement not to be fulfilled, including, without limitation, by taking or causing to be taken any action that would cause the representations and warranties made in this Agreement not to be true and correct;

(e) not to increase the compensation payable to or to become payable to any agent, consultant, or employee of Seller working in the Business (other than regularly scheduled increases in compensation and the awarding of bonuses in the ordinary course of business);

(f) except as contemplated by this Agreement, not to grant any severance or termination pay (other than pursuant to the normal severance policy and "stay put" agreements of the Seller as in effect on the date of the Latest Balance Sheet) to, or enter into or amend any employment or severance agreement with, any employee of the Seller working in the Business whose base compensation exceeds the rate of \$20 per hour;

(g) not to sell, lease, exchange, mortgage, pledge, transfer, or otherwise dispose of, or agree to sell, lease, exchange, mortgage, pledge, transfer, or otherwise dispose of, any of the Assets or any interest therein, except for dispositions of inventories and of assets in the ordinary course of business and consistent with past practice;

(h) not to release any third party from its obligations, or grant any consent, under any existing standstill provision relating to any transaction referred to in Section 5.02 or otherwise under any non-competition, confidentiality, or other agreement in favor of Seller with respect to the Business, or fail to fully enforce any such agreement;

(i) not to (A) change any of its methods of accounting relating to the Assets or the Business in effect at the date of the Latest Balance Sheet; (B) settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit, or controversy relating to the Assets or the Business (unless the settlement or compromise involves only the payment of money damages, includes a full release of Seller, and does not impose an injunction or other equitable relief upon the Business or Assets); or (C) change any of its methods of reporting income or deductions for federal income tax purposes from those employed in the preparation of the federal income tax returns for the taxable year ending December 25, 1998 relating to the Assets or the Business, except, in each case, as may be required by Law or GAAP;

(j) not enter into any contract or agreement primarily relating to the Business or the Assets and that is reasonably expected to require a payment by CLT in excess of \$25,000 during any 12-month period;

(k) not to accelerate or delay any collection of any notes or accounts receivable generated by the Business in advance or beyond their regular due dates or the dates when the same would have been collected in the ordinary course of business consistent with past practice;

(l) not to delay or accelerate payment of any account payable or other liability of the Business beyond or in advance of its due date or the date when such liability would have been paid in the ordinary course of business consistent with past practice;

(m) not to make or agree to make any payment of cash or distribution of assets to any of its Affiliates (other than cash realized upon collection of receivables generated in the ordinary course of business and cash distributions to Seller's parent in the ordinary course of business consistent with past practice);

(n) not to delay or postpone inventory purchases or the repair and maintenance of personal or real properties, other than delays or postponements in the ordinary course of business that do not adversely impair the provision of goods and services to customers of the Business; and

(o) to take all commercially reasonable steps to cause to be fulfilled Buyer's and Parent's Closing conditions set forth in Section 7.01 that are dependent upon the actions of Seller.

Section 5.02. No-Shop Provisions. Until the earliest to occur of (i) the Closing Date, (ii) the Outside Date or (iii) the termination of this Agreement by either party in accordance with its terms (other than a termination of this Agreement based upon a breach committed by Seller), Seller will comply with the following no-shop provisions: (a) Seller will negotiate exclusively and in good faith with Buyer and Parent with respect to the sale of the Assets; and (b) Seller will not, directly or indirectly (through agents or otherwise), encourage or solicit any inquiries or accept any proposals by, or engage in any discussions or negotiations with or furnish any information to, any other Person concerning a sale of a substantial portion of the Assets or Business (whether through an asset sale, merger, or otherwise involving Seller or CLT).

Section 5.03. Access and Information. Seller has caused and will, until the Closing Date, continue to cause Buyer, Parent, and their respective representatives to have reasonable access to Seller's and CLT's directors, officers, employees, agents, assets, and properties and all relevant books, records and documents of or relating to the Business and the Assets during normal business hours upon reasonable advance notice to Bruce Nagel and John Clark, and will furnish to Buyer and Parent such information, financial records, and other documents relating to Seller, the Business, and the Assets as Buyer or Parent may reasonably request; *provided, however*, that any such inspection shall be done in such a manner so as not to unreasonably disrupt the Seller's conduct of the Business and shall be subject to any reasonable restrictions imposed by Bruce Nagel and John Clark (including limiting Buyer's access to employees of CLT to certain categories of senior management). Seller will permit Buyer, Parent, and their respective representatives reasonable access to Seller's accountants, auditors, customers, suppliers, and Governmental Entities having dealings with Seller for consultation or verification of any information obtained by Buyer and will use their respective commercially reasonable efforts to cause such Persons to cooperate with Buyer and its representatives in such consultation and in verifying such information. If this Agreement is terminated for any reason, Buyer agrees to return or cause to be returned all tangible embodiments of the information (including all books, records and documents, in any form) provided to Buyer or its representatives within five (5) days after the date of such termination.

Section 5.04. Notice of Breach; Supplemental Disclosure. Buyer agrees to provide Seller with prompt written notice if Buyer determines that, based upon information provided to Buyer or through its own investigation, Seller is in breach of any of its representations, warranties or covenants set forth in this Agreement. Seller will promptly supplement or amend each of the disclosure schedules attached hereto with respect to any matter that arises or is discovered after the date of this Agreement that, if existing or known at the date of this Agreement, would have been required to be set forth or listed in such schedule; *provided* that, for purposes of determining the rights and obligations of the parties under this Agreement (other than the obligations of Seller under this Section 5.04), any such supplemental or amended disclosure will not be deemed to have been disclosed to Buyer and Parent unless Buyer and Parent expressly consent to such disclosure in writing, which consent: (i) shall not be unreasonably withheld, conditioned or delayed and (ii) shall be deemed to cure any underlying breach by Seller.

Section 5.05 Cooperation. The parties hereto will use commercially reasonable efforts to satisfy all conditions precedent contained in Articles VII hereof, and will cooperate with each other in carrying out the transactions contemplated hereby; in obtaining any and all required approvals, consents, permits, and authorizations; and in executing and delivering all documents, instruments, and copies thereof necessary to the other party.

Section 5.06 Governmental Permits and Approvals; Consents.

(a) Seller, Buyer, and Parent shall use commercially reasonable efforts to obtain promptly all permits and approvals from any Governmental Entity or other Person necessary for lawful consummation of the Closing. In furtherance of the foregoing, Seller, Buyer and Parent agree to provide all information (including financial information) that is reasonably requested by any Person from whom any approval or consent is necessary for lawful consummation of the Closing (including information needed for inclusion in a filing with a Governmental Entity).

(b) With respect to any consent that Seller is unable to obtain and deliver to Buyer, the parties agree to use commercially reasonable efforts to (i) provide to Buyer the benefits of the related Restricted Interest, and (ii) cooperate in reasonable and lawful arrangements designed to provide such benefits to Buyer.

Section 5.07. Publicity. Parent, Buyer, and Seller will cooperate with each other in the development and distribution of all news releases and other public disclosures relating to the transactions contemplated by this Agreement. Neither Parent and Buyer, on the one hand, nor Seller, on the other hand, will issue or make, or allow to have issued or made, any press release or public announcement concerning the transactions contemplated by this Agreement without the advance approval in writing of the form and substance thereof by the other parties, unless otherwise required by applicable legal or stock exchange requirements; *provided* that if any party is of the opinion that it is legally obligated to make a disclosure, that party will advise the other parties in advance before making the disclosure; and *provided further* that in no event shall any such disclosure include the financial terms of this Agreement (other than filings under the securities Laws requiring such disclosure).

Section 5.08. Transaction Costs. Each party will pay all attorneys', accountants', finders', brokers', investment banking and other fees, costs and expenses incurred by such party in connection with the preparation, negotiation, execution, and performance of this Agreement or any of the transactions contemplated by this Agreement, *provided* that (in addition to any other remedies that any party may have under this Agreement): (a) Seller agrees to reimburse Buyer and Parent for all of their respective expenses incurred in connection with this Agreement if Buyer and Parent terminate this Agreement as a result of any breach by Seller; and (b) Parent agrees to reimburse Seller for all of Seller's expenses incurred in connection with this Agreement if Seller terminates this Agreement as a result of any breach by Buyer or Parent. Notwithstanding the foregoing: (i) Buyer and Parent will bear the costs and expenses associated with the 1996 and 1997 audits described in Section 5.13; and (ii) the parties will bear the costs and expenses associated with transfer of the Premises in accordance with Section 5.18.

Section 5.09. Parent Guarantee. Parent hereby guarantees, and agrees to be jointly and severally liable for, the full and prompt performance and payment of any obligations incurred by Buyer pursuant to this Agreement and the Ancillary Agreements.

Section 5.10. Competition.

(a) Seller acknowledges and agrees that this Agreement is entered into in connection with the sale of the Business and that, as part of the consideration and as a material inducement for the execution of this Agreement and the purchase of the Business, Parent and Buyer have required that Seller enter into this Section 5.10. Seller acknowledges and agrees that Parent and Buyer would not enter into this Agreement or purchase the Business absent Seller's covenants contained in this Section 5.10. Seller also acknowledges that Buyer's and Parent's acquisition of the Business includes the acquisition of Confidential Information (as hereinafter defined), which knowledge and information would provide invaluable benefits to competitors and potential competitors of Buyer and Parent and the use, loss, dilution, or impairment of which by Seller, its Affiliates, or any other Person would materially damage Parent, Buyer, and the Business acquired. Seller also acknowledges that the nature of the Business is not confined by geography and that current technology and business and

communications methods enable and will enable the Business to offer products and services and conduct business with customers and potential customers and other Persons having business dealings with Buyer and Parent related to the Business without regard to geographic location.

(b) Seller covenants and agrees that, for a period beginning on the Closing Date and ending on the fifth anniversary of the Closing Date (the "Non-Compete Period"), without the written permission of Parent, it will not, directly or indirectly, anywhere within the United States (the "Non-Compete Area"):

(i) engage (whether as owner, partner, stockholder, investor, employee, adviser, consultant, contracting party, or referring source, or otherwise) in any business that develops, markets, sells, or distributes, or provides any services (consulting or otherwise) or products substantially similar to or competitive with those services or products developed, marketed, sold, or distributed, or provided by the Business (the "Restricted Business") (except that Seller may beneficially own less than five percent (5%) of the common equity of a publicly traded entity engaged in the Restricted Business);

(ii) solicit or attempt to solicit any Restricted Business from any Person, including, but not limited to, customers, clients, and prospective customers and clients of Parent, Buyer, and their respective Affiliates or successors; or

(iii) recruit or solicit, attempt to or assist in any attempt to recruit or solicit, or initiate discussions about employment or hiring with, any Person engaged in the Restricted Business and employed by Seller or CLT prior to the Closing Date or employed by Parent or Buyer or their respective Affiliates and successors during the Non-Compete Period.

(c) In the event that Seller engages in any conduct prohibited by Section 5.10, then the Non-Compete Period will automatically be extended by the period of time from when Seller began such violation until it permanently ceases such violation.

(d) Seller acknowledges that this Section 5.10 is necessary to protect the interests of Parent, Buyer, and their respective Affiliates and that the restrictions and remedies contained in this Agreement are reasonable in light of the consideration and other value Seller has accepted pursuant to this Agreement. If any provision of this Section 5.10 should be found by any court of competent jurisdiction to be unreasonable by reason of its being too broad as to the period of time, territory, and/or scope, then, and in that event, such provision will nevertheless remain valid and fully effective, but will be considered to be amended so that the period of time, territory, and/or scope set forth will be changed to be the maximum period of time, the largest territory, and/or the broadest scope, as the case may be, that would be found reasonable and enforceable by such court.

Section 5.11. Confidential Information.

(a) Seller acknowledges that it has had access to confidential information, and may in the future have access to information proprietary to, used by, or in the possession of Parent, Buyer, CLT, or their respective Affiliates, or any of their respective customers or not generally known in the industry, including, but not limited to, records regarding sales, price and cost information, marketing plans, trade secrets, customer names, customer lists, sales techniques, distribution plans or procedures, and other material relating to the Business, Assets, and to Parent's or Buyer's or their respective Affiliates' business (the "Confidential Information"); *provided* that Confidential Information shall not be deemed to include information that (i) is or shall become generally available to the public other than as a result of an unauthorized disclosure by Seller, (ii) becomes available to Seller on a non-confidential basis from a source other than Buyer, Parent or an Affiliate of Buyer or Parent that is not bound by a legal or contractual obligation not to disclose such information, or (iii)

is required to be disclosed by Seller by Law (or to defend itself against a claim by Buyer or Parent hereunder),

(b) Seller for itself and for each Person controlled by Seller agrees that during the Non-Compete Period it shall not use the Confidential Information other than for the sole benefit of Parent or Buyer or to disclose such Confidential Information to any Person, without the prior written consent of Parent and Buyer. Seller shall be responsible for breaches of this Section 5.11(b) committed by its representatives. Seller further acknowledges that this covenant to maintain Confidential Information is necessary to protect the goodwill and proprietary interests of the Business, Assets, and of Parent and Buyer and their respective Affiliates and that the restriction against the disclosure of Confidential Information and the associated remedies are reasonable in light of the consideration and other value Seller has accepted pursuant to this Agreement. Seller agrees on request of Parent or Buyer after the Closing Date immediately to surrender to Parent or Buyer all Confidential Information and all copies thereof and information containing Confidential Information in Seller's possession or control as well as all other papers, documents, electronic media, or property of Seller or the Buyer, or their respective Affiliates embodying Confidential Information coming into its possession or control.

(c) Each of Buyer and Parent acknowledges that it has had access to Confidential Information of Seller, CLT and their respective Affiliates. Consequently, each of Buyer and Parent for itself and for each Person controlled by Buyer and Parent agrees that from and after the date hereof it shall not use the Confidential Information or to disclose such Confidential Information to any Person, without the prior written consent of Seller except (A) to Buyer's and Parent's representatives (who shall be informed of the confidential nature of such information and who shall agree to keep such information confidential), (B) as otherwise required by Laws, or (C) as required to obtain any regulatory approvals or consents required to consummate the transactions contemplated hereby. Each of Buyer and Parent shall be responsible for breaches of this Section 5.11(c) committed by its representatives. Each of Buyer and Parent further acknowledges that this covenant to maintain Confidential information is necessary to protect the goodwill and proprietary interests of the Business, Assets, and of Seller and its Affiliates and that the restriction against the disclosure of Confidential information and the associated remedies are reasonable. If this Agreement is terminated for any reason or Closing does not otherwise occur, each of Parent and Buyer agrees on request of Seller to immediately to surrender to Seller all Confidential Information and all copies thereof and information containing Confidential Information in their possession or control as well as all other papers, documents, electronic media, or property of Seller or its Affiliates embodying confidential Information coming in to its possession or control. Notwithstanding the foregoing, in the event that Closing occurs, Buyer's and Parent's obligations under this Section 5.11(c) with respect to Confidential Information of CLT shall terminate.

(d) If any provision of this Section 5.11 should be found by any court of competent jurisdiction to be unreasonable by reason of its being too broad as to the period of time, territory, and/or scope, then, and in that event, such provision will nevertheless remain valid and fully effective, but will be considered to be amended so that the period of time, territory, and/or scope set forth will be changed to be the maximum period of time, the largest territory, and/or the broadest scope, as the case may be, which would be found reasonable and enforceable by such court.

Section 5.12. Tax Matters.

(a) Liability for Tax Matters. Seller shall be liable for and pay, and pursuant to Article VI shall indemnify and hold harmless Parent and Buyer from and against all Taxes (whether assessed or unassessed) applicable to the Business, the Assets, and the Assumed Liabilities in each case attributable to all periods of time up to and including the Effective Date. Seller shall be entitled to any refund or credit therefor of any Taxes applicable to the Business, Assets, and the Assumed

Liabilities in each case attributable to all periods of time up to and including the Effective Date. Parent and Buyer shall be liable for and pay, and pursuant to Article VI shall indemnify and hold harmless Seller from and against all Taxes (whether assessed or unassessed) applicable to the Business, the Assets, and the Assumed Liabilities in each case attributable to all periods of time following the Effective Date. Parent and Buyer shall be entitled to any refund or credit therefor of any Taxes applicable to the Business, Assets, and the Assumed Liabilities in each case attributable to all periods of time following the Effective Date.

(b) Transfer Taxes. Notwithstanding the foregoing Section 5.12(a), any sales Tax, use Tax, documentary stamp Tax, or similar Tax attributable to the sale or transfer of the Business or Assets shall be paid 50% by Seller and 50% by Parent and Buyer.

(c) Tax Returns. Each party will prepare and timely file when due all Tax Returns in respect of pre-Effective Date and post-Effective Date tax periods that are required under applicable Law with respect to the Business, Assets, and Assumed Liabilities, and will each remit (or cause to be remitted) any Taxes due in respect of such returns.

(d) Notice. Each party shall provide reimbursement for any Tax paid by one party all or a portion of which is the responsibility of the other pursuant to this Section 5.12. Within a reasonable period of time prior to the payment of any such Tax, the party paying such Tax shall give written notice to the other party of the Tax payable and the portion that is the liability of such party, although failure to do so will not relieve the other party from its liability hereunder.

(e) Reimbursement. Each party shall promptly pay the other for any Taxes for which such party is liable under this Section 5.12, but in no event later than five (5) days prior the due date of the paying of such Taxes. The parties agree to negotiate in good faith to resolve any disputes regarding the payment of any Taxes pursuant to this Section 5.12.

(f) Assistance and Cooperation. After the Closing Date, each party will (and will cause its respective Affiliates, representatives, and agents to):

(i) assist the other party in preparing any Tax Returns that such other party is responsible for preparing and filing in accordance with this Section 5.12;

(ii) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding, any Tax Returns described in this Section 5.12; and

(iii) making available to the other party and to any taxing authority as reasonably requested all information, records, and documents relating to the Taxes described in this Section 5.12.

Section 5.13. Audit of CLT's 1996, 1997 and 1998 Financial Statements. The parties acknowledge and agree that Parent and Buyer will require audited financial statements of CLT for fiscal years 1996, 1997 and 1998 (in each case, accompanied by an unqualified GAAP opinion from the auditors) for their use after the Closing. The parties agree that Ernst & Young, LLP will conduct the audit for fiscal years 1996, 1997 and 1998, which audit shall commence promptly after the execution of this Agreement. From the date of this Agreement and continuing until the audit has been completed, each party agrees to grant the other party and Ernst & Young, LLP such access as may be reasonably requested to complete such audit. Parent and Buyer will bear all costs and expenses associated with such audit relating to fiscal years 1996 and 1997, including the reasonable out-of-pocket expenses incurred by Seller in assisting Parent and Buyer with such audit. Seller will bear all costs and expenses associated with such audit relating to fiscal year 1998, including the reasonable out-of-pocket expenses incurred by Seller in assisting Parent and Buyer with such audit. The parties agree that completion of such audits shall not be a condition to Closing.

Section 5.14. Disclaimer of Other Representations and Warranties. Each of Parent and Buyer acknowledges and agrees that Seller does not make, and has not made, any representations or warranties relating to Seller, CLT, the Assets or the Business other than the representations and warranties of Seller expressly set forth in this Agreement. Without limiting the generality of the disclaimer set forth in the preceding sentence, Seller does not make, and Seller and its respective officers, members, managers, employees and agents have not made, and shall not be deemed to have made any representations or warranties in the CLT Confidential Descriptive Memorandum dated Spring, 1999, and any supplements or addenda thereto (collectively, the "Offering Memorandum"), any presentation relating to Seller, CLT, the Assets or the Business given in connection with the transactions contemplated by this Agreement, in any filing made by or on behalf of Seller with any Governmental Entity or in any other information provided to or made available to Buyer, and no statement contained in the Offering Memorandum, made in any such presentation, made in any such filing or contained in any such other information shall be deemed to be a representation or warranty of Seller hereunder or otherwise. No person has been authorized by Seller to make any representation or warranty in respect of Seller, CLT, the Assets or the Business in connection with the transactions contemplated by this Agreement that is inconsistent with or in addition to the representations and warranties of Seller expressly set forth in this Agreement.

Section 5.15. Transition Services. For a period beginning on the Effective Date and continuing for ninety (90) days thereafter, Seller shall use commercially reasonable efforts to provide certain administrative and transitional services to Parent and Buyer with respect to the Business pursuant to the provisions of a certain Administrative Services Agreement substantially in the form of Exhibit C attached hereto (the "Administrative Services Agreement").

Section 5.16. Performance/Surety Bonds; Letters of Credit. The parties acknowledge and agree that Seller and/or Seller's parent company, Day & Zimmermann, Inc. ("D&Z"), has supplied certain clients of the Business with (i) performance/surety bonds issued by CNA or (ii) letters of credit to secure performance, in each case, pursuant to the terms of CLT's engagements with such clients (collectively, the "Bonds"). Seller agrees to keep in place (and to cause D&Z to keep in place) all Bonds in effect as of the Effective Date until such time as such Bonds expire by their terms, require renewal, or in the case of "bid bonds", when the engagement relating thereto has been awarded to the Business. Buyer and Parent agree to (A) obtain any required performance/surety bonds or letters of credit with respect to all contracts signed and engagements of the Business that commence after the Effective Date, (B) replace any Bonds in effect as of the Effective Date when such Bonds expire by their terms, require renewal, or in the case of "bid bonds", when the engagement relating thereto has been awarded to the Business, and (C) indemnify and hold harmless the Seller Parties (as defined in Section 6.02) from and against any and all Losses (as defined in Section 6.01) any Seller Party may incur in connection with the Bonds, but only to the extent such Losses arise from actions or inactions after the Effective Date.

Section 5.17. Securities Law Covenant to Permit Use of Rule 144. To make available to Seller the benefits of Rule 144 under the Securities Act, Parent agrees to (i) use its best efforts to make and keep public information available as those terms are understood as defined in Rule 144 (or any successor rule thereto); and (ii) furnish to Seller, so long as Seller owns any Parent Shares, forthwith upon request: (A) a written statement by Parent as to its compliance with the reporting requirements of Rule 144, the Securities Act and the Exchange Act and (B) a copy of the most recent annual or quarterly report of Parent and such other reports and documents filed with the SEC by Parent.

Section 5.18. Post-Closing Documents for Transfer of Premises. As soon as reasonably practicable after the Closing: (a) Buyer and Parent shall at their expense obtain a title insurance commitment for the Premises and a customary form of warranty deed for the Premises that complies with Ohio law (provided that Seller shall bear the expense of such title insurance and deed if Ohio custom typically assigns responsibility for such expenses to a seller of commercial real property), conduct a Phase I environmental assessment of the Premises, and prepare a survey of the Premises (if required by the title insurer); and (b)

Seller shall at its expense conform the Mortgage to the requirements of Ohio law and record it in the appropriate filing offices. The parties agree to cooperate with each other in accordance with Section 1.06 in completing the foregoing actions.

Section 5.19. Payment of Accrued Vacation Amounts. As soon as reasonably practicable after the termination of the payroll-related services under the Administrative Services Agreement, Seller shall pay to each employee of the Business the cash equivalent of such employees accrued and unused vacation time as of the Effective Date in accordance with Seller's policy with respect to accrued and unused vacation.

Article VI Indemnification

Section 6.01. Indemnification of Parent and Buyer. Subject to the provisions of Sections 6.03, 6.04, 6.05, 6.06 and 6.07, Seller will indemnify and hold Parent, Buyer, their respective subsidiaries, and their respective directors, officers, employees, and agents (collectively, the "Buyer Parties") harmless from any and all losses, Taxes, liabilities, damages, lawsuits, deficiencies, claims, demands, costs or expenses, including interest, penalties and reasonable attorneys' fees and disbursements (collectively, "Losses"), that any Buyer Party may suffer or incur as a result of or relating to the breach or inaccuracy of any of the representations, warranties, covenants, or agreements made by Seller in this Agreement or pursuant to the Ancillary Agreements.

Section 6.02. Indemnification of Seller. Subject to the provisions of Sections 6.03, 6.04, 6.05, 6.06 and 6.07, Parent and Buyer will, jointly and severally, indemnify and hold Seller and its Affiliates and their respective directors, officers, members, managers, officers, employees, and agents (collectively, the "Seller Parties") harmless from any and all Losses that any Seller Party may suffer or incur as a result of or relating to the breach or inaccuracy of any of the representations, warranties, covenants (including without limitation, Buyer's covenant to discharge the Assumed Liabilities), or agreements made by Parent or Buyer in this Agreement or pursuant to the Ancillary Agreements.

Section 6.03 Procedures for Claims Between the Parties. If a claim (a "Claim") is to be made by the party claiming indemnification (the "Claimant") against the other party (the "Indemnifying Party"), the Claimant shall give written notice (a "Claim Notice") to the Indemnifying Party as soon as practicable after the Claimant becomes aware of the facts, condition or event that gave rise to Losses for which indemnification is sought under this Article VI, *provided* that in no event shall such notice be effective if given after expiration of the applicable survival period in Section 6.06. Following receipt of the Claim Notice from the Claimant, the Indemnifying Party shall have thirty (30) days to make such investigation of the Claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and/or its authorized representative(s) the information relied upon by the Claimant to substantiate the Claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of said thirty (30) day period to the validity and amount of such Claim, the Indemnifying Party shall pay to the Claimant the amount of such Claim. If the Claimant and the Indemnifying Party do not agree within said period, the Claimant may seek appropriate legal remedy.

Section 6.04 Defense of Third-Party Actions. If any lawsuit or enforcement action (a "Third Party Action") is filed against a Claimant entitled to the benefit of indemnity hereunder, written notice thereof (the "Third-Party Action Notice") shall be given by the Claimant to the Indemnifying Party as promptly as practicable (and in any event within five (5) days after the service of the citation or summons or other manner of process); *provided* that in no event shall such notice be effective if given after expiration of the applicable survival period in Section 6.06. After such notice, the Indemnifying Party shall be entitled, if it so elects, (i) to take control of the defense and investigation of such Third-Party Action, (ii) to employ and engage attorneys of its choice to handle and defend the same, at the Indemnifying Party's cost, risk and expense, and (iii) to compromise or settle such Third-Party Action, which compromise or settlement shall be made only with the written consent of the Claimant (such consent not to be unreasonably withheld, conditioned or

delayed) unless such compromise or settlement involves only the payment of money damages and does not impose an injunction or other equitable relief upon the Claimant. If the Indemnifying Party fails to assume the defense of such Third-Party Action within fifteen (15) days after receipt of the Third-Party Action Notice, the Claimant will (upon delivering notice to such effect to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Third-Party Action; provided, however, that such Third-Party Action shall not be compromised or settled without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event the Claimant assumes the defense of the Third-Party Action, the Claimant will keep the Indemnifying Party timely informed of the progress of any such defense, compromise or settlement.

Section 6.05 Limitations on Indemnification. The Indemnifying Party's obligations to indemnify the Claimant pursuant to this Article VI shall be subject to the following limitations:

(a) No indemnification shall be required to be made by the Indemnifying Party until the aggregate amount of the Claimant's Losses exceeds Two Hundred Thousand Dollars (\$200,000) (the "Deductible") and then indemnification shall only be required to be made by the Indemnifying Party to the extent of such Losses that exceed the Deductible.

(b) The Indemnifying Party's aggregate liability under this Article VI shall be limited to Four Million Three Hundred Fifty Thousand Dollars (\$4,350,000) (the "Indemnification Cap").

(c) The indemnification obligation of an Indemnifying Party shall be reduced so as to give effect to any net reduction in federal, state, local or foreign income or franchise tax liability realized at any time by the Claimant in connection with the satisfaction by the Indemnifying Party of a Claim with respect to which indemnification is sought hereunder (which for purposes of this Section 6.05(c), the parties agree shall be based upon a marginal tax rate of thirty-four percent (34%)). The indemnification obligation of an Indemnifying Party shall also be reduced to the extent of any insurance proceeds available to the Claimant; *provided* that the Claimant shall use its commercially reasonable efforts to obtain insurance proceeds from its applicable insurance coverage. Additionally, the Claimant shall refund to the Indemnifying Party any amount of the Claimant's Losses that are subsequently recovered by the Claimant pursuant to a settlement or otherwise.

(d) The term "Losses" shall not include any incidental or consequential damages to Claimant, whether or not based upon events giving rise to indemnification hereunder, except in the case of a Claim for indemnification based upon a breach of Sections 5.10 or 5.11 hereof.

(e) No Buyer Party shall be entitled to recovery pursuant to an indemnification claim hereunder to the extent that such Buyer Party has recovered such Losses through the A/R Adjustment or Net Asset Adjustment.

(f) From and after the Closing Date, the indemnification rights contained in this Article VI shall constitute the sole and exclusive remedies of the parties hereunder and shall supersede and displace all other rights that either party may have under statute or common law, except for Claims (i) based upon fraud committed by a party and (ii) for which equitable/injunctive remedies are available.

(g) The foregoing limitations contained in this Section 6.05 shall not apply with respect to any Claims (i) arising under any breach of the representations, warranties, and covenants set forth in Articles I, II and IIA, and Sections 3.03, 3.06(b), 3.21, 4.03, 4.10, 4.11, 5.02, 5.08, 5.09, 5.10, 5.11, 5.12, 5.15, 5.16, 5.17, 5.18, 5.19 and 8.11 or (ii) relating to Losses incurred by the Seller Parties in connection with the performance of their duties under the Administrative Services Agreement (other than Losses caused by the gross negligence or willful misconduct of the Seller Parties other than employees of the Business)

Section 6.06. Calculation of Losses. Notwithstanding anything to the contrary contained in this Agreement, for purposes of calculating the amount of Losses incurred by a party pursuant to this Article VI, the representations and warranties of the parties contained herein shall be deemed to be made without qualification as to a Material Adverse Effect or "material adverse effect".

Section 6.07. Survival; Remedies. All representations and warranties made in or pursuant to this Agreement will survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and continue until the first anniversary of Closing. Subject to Section 5.04, each party agrees that no other party to this Agreement will be under any duty, express or implied, to make any investigation of any representation or warranty made by any other party to this Agreement, and that no failure to so investigate will be considered negligent or unreasonable.

Article VII Closing Conditions

Section 7.01. Conditions to Closing of Parent and Buyer. The obligations of Parent and Buyer to purchase the Assets and to consummate the other transactions contemplated by this Agreement are subject to the satisfaction at or prior to the Closing Date of the following conditions, any or all of which may be waived in writing in the absolute discretion of Parent and Buyer, in whole or in part (*provided* that if any condition shall not have been satisfied due to the action or inaction of Parent and Buyer or any of their Affiliates, such condition shall be deemed to have been satisfied or waived by Parent and Buyer):

(a) Each of the representations and warranties of Seller contained in this Agreement must be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date except for (i) changes contemplated by this Agreement, (ii) representations and warranties that are made as of a specific date (which shall remain true and correct in all material respects as of such date), and (iii) inaccuracies that have been waived in writing by Parent and Buyer;

(b) Seller must have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date;

(c) There must be no pending litigation in any court or any proceeding before or by any Governmental Entity against Seller, Parent, or Buyer to restrain or prohibit or obtain damages or other relief with respect to this Agreement or the Ancillary Agreements or the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements;

(d) Seller must have executed and delivered to Buyer a Bill of Sale conveying the Assets to Buyer, substantially in the form of Exhibit D attached hereto;

(e) Seller must have executed and delivered to Buyer an Assignment of Patents, Copyrights and Trademarks conveying Seller's interest in all patents, copyrights, trademarks and service marks included within the Assets, substantially in the form of Exhibit E attached hereto;

(f) Seller must have endorsed and delivered any certificates of title necessary to effect or record the transfer of any vehicles or other Assets for which ownership is evidenced by a certificate of title;

(g) Seller must deliver or otherwise make available to Buyer the originals or copies of all of Seller's books, records, ledgers, disks, proprietary information and other data and all other written or electronic depositories of information relating primarily to the Business and the Assets;

(h) Bruce Nagel must have entered into an Employment Agreement, substantially in the form of Exhibit F attached hereto (the "Employment Agreement");

(i) Seller must have executed and delivered to Buyer the Administrative Services Agreement and a joinder to the Subordination Agreement;

(j) Seller must deliver a certificate of its secretary attesting to: (i) the resolutions adopted by the appropriate constituencies duly authorizing the execution, delivery and performance of this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby; and (ii) the signatures of the Persons who have been authorized to execute and deliver this Agreement and the Ancillary Agreements on behalf of Seller;

(k) Seller must deliver a certificate of its president or vice president, dated the Closing Date, certifying that the conditions set forth in Sections 7.01(a) and 7.01(b) have been satisfied and that all of the conditions precedent to the obligations of the Seller have been waived by Seller or satisfied;

(l) Seller must deliver or cause the delivery of all such other documents and instruments as Parent, Buyer or their counsel may reasonably request in order to consummate the transactions contemplated hereby.

Section 7.02. Conditions to Obligations of Seller. The obligations of Seller to sell the Assets and to consummate the other transactions contemplated by this Agreement are subject to the satisfaction at or prior to the Closing Date of the following conditions, any or all of which may be waived in writing in the absolute discretion of Seller, in whole or in part (*provided* that if any condition shall not have been satisfied due to the action or inaction of Seller or any of its Affiliates, such condition shall be deemed to have been satisfied or waived by Seller):

(a) Each of the representations and warranties of Parent and Buyer contained in this Agreement must be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date except for (i) changes contemplated by this Agreement, (ii) representations and warranties that are made as of a specific date (which shall remain true and correct in all material respects as of such date), and (iii) inaccuracies that have been waived in writing by Seller;

(b) Buyer and Parent must have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by them on or prior to the Closing Date;

(c) There must be no pending litigation in any court or any proceeding before or by any Governmental Entity against Seller, Parent, or Buyer to restrain or prohibit or obtain damages or other relief with respect to this Agreement or the Ancillary Agreements or the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements;

(d) Buyer must have delivered or caused the delivery of the Purchase Price (other than the Parent Shares) by (i) wire transfer of the Closing Cash Payment in immediately available funds to a bank account designated in writing by Seller, and (ii) delivery of the original Forest City Notes and all necessary documents assigning all of Parent's rights therein to Seller;

(e) Parent must have executed and delivered to Seller the Mortgage, Security Agreement, and Administrative Services Agreement;

(f) Buyer and Parent must have executed and delivered to Seller an Assumption Agreement, substantially in the form of Exhibit G attached hereto;

(g) Buyer must have executed and delivered the Employment Agreement;

(h) Each of Buyer and Parent must deliver a certificate of its secretary attesting to: (i) the resolutions adopted by the appropriate constituencies duly authorizing the execution, delivery and performance of this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby; and (ii) the signatures of the Persons who have been authorized to execute and deliver this Agreement and the Ancillary Agreements on its behalf;

(i) Each of Buyer and Parent must deliver a certificate of its president or vice president, dated the Closing Date, certifying that the conditions set forth in Sections 7.02(a) and 7.02(b) have been satisfied and that all of the conditions precedent to the obligations of Buyer and Parent (as applicable) have been waived by Buyer and Parent (as applicable) or satisfied;

(j) Parent must deliver to Seller an estoppel certificate duly executed by FCAP with respect to the Forest City Notes confirming the representations and warranties of Parent and Buyer contained in Section 4.09, substantially in the form of Exhibit H attached hereto;

(k) Buyer and Parent must deliver or cause the delivery of all such other documents and instruments as Seller or its counsel may reasonably request in order to consummate the transactions contemplated hereby; and

(k) Buyer and Parent must have executed and delivered all such documents of assignment or other documents conveying to Seller all of Parent's right, title and interest in and to the security interest securing the Forest City Notes.

Article VIII Miscellaneous

Section 8.01. Termination.

(a) Breaches and Defaults; Opportunity to Cure. Prior to the exercise by a party of any termination rights afforded under this Agreement (it being understood that Buyer and Parent constitute one party for purposes of this Section 8.01), if either party (the "Non-Breaching Party") believes the other party (the "Breaching Party") to be in breach hereunder, the Non-Breaching Party shall provide the Breaching Party with written notice specifying in reasonable detail the nature of such breach, whereupon the Breaching Party shall have thirty (30) days after the receipt of such notice to cure such breach; *provided, however*, that if such breach is not capable of being cured during such period and if the Breaching Party shall have commenced action to cure such breach during such period and is diligently attempting to cure such breach, then the Breaching Party shall be afforded an additional reasonable amount of time to cure such breach; *provided, further, however*, that Buyer/Parent shall have no opportunity to cure the breach of its obligation to deliver any required portion of the Purchase Price to be delivered to Seller at Closing. If the breach is not cured within such time period, then the Breaching Party shall be in default hereunder and the Non-Breaching Party shall be entitled to terminate this Agreement (as provided in Section 8.01(b)). This right of termination shall be in addition to, and not in lieu of, any legal remedies available to the Non-Breaching Party.

(b) Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(i) by mutual written agreement of the parties hereto;

(ii) by Parent and Buyer, provided Parent and Buyer are not then in breach of this Agreement, pursuant to a written notice to Seller, (A) if any one or more of the conditions to Parent's and Buyer's obligation to close has not been fulfilled in any material respect as of the Closing Date, (B) subject to Section 8.01(a), if Seller has breached in any material respect any representation, warranty, covenant or agreement contained in this Agreement, or (C) if the Closing shall not have taken place by the Outside Date (unless any of the foregoing events shall have resulted primarily from Parent or Buyer breaching any representation, warranty, covenant or agreement contained in this Agreement); and

(iii) by Seller, provided Seller is not then in breach of this Agreement, pursuant to a written notice to Parent and Buyer, (A) if any one or more of the conditions to Seller's obligation to close has not been fulfilled in any material respect as of the Closing Date, (B) subject to Section 8.01(a), if Parent or Buyer has breached in any material respect any representation, warranty, covenant or agreement contained in this Agreement, or (C) if the Closing shall not have taken place by the Outside Date (unless any of the foregoing events shall have resulted primarily from Seller's breach of any representation, warranty, covenant or agreement contained in this Agreement).

(c) Effect of Termination. In the event of any termination of this Agreement, all obligations of the parties hereto under this Agreement (except for the obligations contained in Sections 5.07 and 8.11) shall terminate as of such date of termination and this Agreement shall thereafter become void and be of no further force and effect, and upon such termination no party hereto shall be liable to the other party, except for damages and expenses (including reasonable attorneys', accounting and other professional fees and expenses) resulting from breaches of this Agreement prior to such termination.

Section 8.02. Notices. All notices that are required or may be given pursuant to this Agreement must be in writing and delivered personally against receipt, by a recognized courier service, by a recognized overnight delivery service, by facsimile transmission (with electronic confirmation of receipt), or by registered or certified mail, postage prepaid, to the parties at the following addresses (or to the attention of such other person or such other address as any party may provide to the other parties by notice in accordance with this Section 8.02):

If to Buyer or Parent:

Tyler Technologies, Inc.
2800 W. Mockingbird Lane
Dallas, Texas 75235
Attention: Corporate Counsel
FAX: (214) 902-5058

If to Seller:

Day & Zimmermann, Inc.
1818 Market Street
Philadelphia, Pennsylvania 19103
Attention: General Counsel
FAX: (215) 299-2400

with a required copy to:

Howard J. Davis, Esquire
Kleinbard, Bell & Brecker LLP
1900 Market Street, Suite 700
Philadelphia, Pennsylvania 19103
FAX: (215) 568-0140

Any such notice or other communication will be deemed to have been given and received (whether actually received or not) on the day it is personally delivered or delivered by courier or overnight delivery service or sent by facsimile or, if mailed, when actually received.

Section 8.03. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred to secure performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith (subject to the limitations and other conditions on indemnification contained in Article VI hereof).

Section 8.04. Further Assurances. Each party agrees to execute any and all documents and to perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

Section 8.05. Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts for the convenience of the parties to this Agreement, all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile transmission and such facsimile signatures shall be deemed to be original signatures for all purposes.

Section 8.06. Certain Definitions. For the purposes of this Agreement, the following terms have the meanings specified:

(a) "Affiliate" with respect to a Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person.

(b) "Control" (including the terms "controlling," "controlled," "controlled by," and "under common control with") means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of securities, or as trustee or executor, by contract or credit arrangement or otherwise.

(c) "Knowledge" or "to the knowledge of" and other phrases of like substance mean with respect to any representation or warranty or other statement in the Agreement qualified by the knowledge of:

(i) Seller, the actual knowledge of Bruce Nagel, Richard Borst, Benjamin Story, James Kennan, Mark Brown, Benjamin Pellegrini and John Clark; or

(ii) Buyer or Parent, the actual knowledge of, John M. Yeaman, William D. Oates, Louis A. Waters and H. Lynn Moore, Jr.

(d) "Person" will be broadly construed to include to mean an individual, corporation, partnership, association, trust, unincorporated organization, Governmental Entity, other entity or group (as used in Section 13(d) of the Securities Exchange Act of 1934, as amended).

(e) "Tax" or "taxes" means any and all taxes, charges, fees, levies, assessments, duties, or other amounts payable to any federal, state, local, or foreign taxing Governmental Entity, including, without limitation, (i) income, franchise, profits, gross receipts, minimum, alternative minimum, estimated, ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, disability, employment, social security, workers compensation, unemployment compensation, utility, severance, excise, stamp, windfall profits, transfer, and gains taxes; (ii) customs, duties, imposts, charges, levies, or other similar assessments of any kind; and (iii) interest, penalties, and additions to tax imposed with respect thereto.

Section 8.07. Assignment; Third Parties. Neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned or delegated by any party, without the prior written consent of the other parties. This Agreement is not intended to confer any rights or benefits to any Person (including, without limitation, any employees of Seller) other than the parties to this Agreement.

Section 8.08. Entire Agreement. This Agreement and the related documents contained as Exhibits and Schedules to this Agreement or expressly contemplated by this Agreement contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement cannot be modified or amended except in writing signed by all parties. The Exhibits and Schedules to this Agreement are hereby incorporated by reference into and made a part of this Agreement for all purposes.

Section 8.09. Specific Performance. The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants under this Agreement, including, without limitation, the covenants set forth in Section 5.10 and Section 5.11, will cause irreparable injury to the other parties for which damages, even if available, will not be an adequate remedy. Accordingly, each party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of such party's obligations and to the granting by any court of the remedy of specific performance of its obligations under this Agreement.

Section 8.10 Access to Records. From and after the Closing Date, Seller shall allow Buyer, Parent, and its counsel, accountants and other representatives, such access to Seller's records that after the Closing are in the custody or control of Seller as Buyer reasonably requires in order to comply with its obligations under Law or under contracts constituting Assumed Liabilities. From and after the Closing Date, Buyer and Parent shall allow Seller, and its counsel, accountants and other representatives, such access to records that after the Closing are in the custody or control of Buyer or Parent as Seller reasonably require in order to comply with their obligations under Law (including with respect to tax matters and the preparation of the Final Statement). Each of Seller, Parent and Buyer shall retain the records described in this Section 8.10 for period of at least six (6) years following the Closing.

Section 8.11 Indemnification of Brokerage. Seller agrees to indemnify and save Buyer and Parent harmless from any claim or demand for commissions or other compensation by any broker, finder, agent or similar intermediary claiming to have been employed by or on behalf of Seller or any Affiliate (including Legg Mason), and to bear the cost of reasonable legal fees and expenses incurred in defending against any such claim. Buyer and Parent agree to indemnify and save Seller harmless from any claim or demand for commissions or other compensation by any broker, finder, agent or similar intermediary claiming to have been employed by or on behalf of Buyer, Parent or any of their Affiliates and to bear the cost of reasonable legal fees and expenses incurred in defending against such claim.

Section 8.12 Computation of Days; Holidays. Whenever this Agreement provides for a period of time that is expressed in terms of a numbers of days prior to or within which actions or events are to occur or not occur, such time period shall be measured in calendar days unless otherwise expressly provided. Whenever this Agreement provides for a date, day or period of time on or prior to which actions or events are to occur or not occur, and if such date, day or last day of such period of time falls on a Saturday, Sunday, or legal holiday, then the same shall be deemed to fall on the immediately following business day.

Section 8.13 Payment of Amounts Received After Closing; Pre-Closing Checks. Seller agrees that, after the Closing, it will pay over to Buyer any and all amounts received by Seller from third parties that constitute Assets, or that relate to Assumed Liabilities, the Uncollected Closing Date Billed A/R assigned to Buyer pursuant to Section 2.02, or the operation of the Business during post-Closing periods. Buyer agrees that, after the Closing, it will pay over to Seller any and all amounts received by Buyer from third parties that constitute Excluded Assets or that relate to Excluded Liabilities. In addition, Seller agrees to honor all checks issued by Seller relating to the Business prior to Closing.

Section 8.14. Governing Law. This Agreement will be governed by, and construed in accordance with, the substantive Laws of the State of Delaware, without giving effect to any conflicts-of-law, rule, or principle that might require the application of the Laws of another jurisdiction.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PARENT:

TYLER TECHNOLOGIES, INC.,
a Delaware corporation

By:

Name: John M. Yeaman

Title: President

BUYER:

CLT COMPANY,
a Delaware corporation and wholly-owned
subsidiary of Parent

By:

Name: John M. Yeaman

Title: President

SELLER:

DAY & ZIMMERMANN, L.L.C.,
a Delaware limited liability company

By:

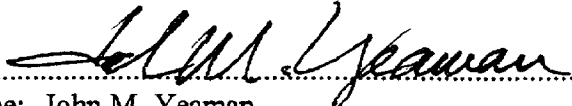
Name:

Title:

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.


PARENT:

TYLER TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: John M. Yeaman
Title: President and Chief Executive Officer

BUYER:

CLT COMPANY,
a Delaware corporation and wholly-owned
subsidiary of Parent

By: 
Name: John M. Yeaman
Title: President

SELLER:

DAY & ZIMMERMANN, L.L.C.,
a Delaware limited liability company

By:
Name:
Title:

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PARENT:

TYLER TECHNOLOGIES, INC.,
a Delaware corporation

By:.....
Name: John M. Yeaman
Title: President

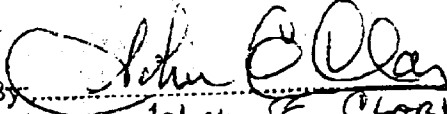
BUYER:

CLT COMPANY,
a Delaware corporation and wholly-owned subsidiary
of Parent

By:.....
Name: John M. Yeaman
Title: President

SELLER:

DAY & ZIMMERMANN, L.L.C.,
a Delaware limited liability company

By: 
Name: John E. Clark
Title: Sr. Vice President

Schedule 3.17

Intellectual Property

CLT Product Listing

Integrated Assessment System (IAS)

OASIS

UNIVERS

Mass Appraisal System (MAS)

Visual Landisc/Landisc Plus

Appraise-A-Map

Community Access Response Environment (CARE)

Spatially Enabled Assessment Management (SEAM)

Revenue Collection (ReCo)

Third Party Licenses

American Management Systems

Computer Associates

Data General

Data Junction

Delphi

GWI

IBM

Lotus 123

Lotus Notes

Micro Focus COBOL

Microsoft

Nortech

Oracle

QA Center Test Pack

Seagate

Snowbound

Sun

Unisys

Visual Dbase

DOCKET NO COUNTRY CASE TYPE FILING TP FL NO

00939075 U. S. A. REG NA
 MARK: DESIGN (AIRPLANE & WRENCH)
 APPLN NO: 75/001208 APPLN DATE: 010C1995
 REG NO: 2020536 STATUS: REG NEXT RENEWAL DATE: 03DE2006
 ORIG REG DATE: 01DE1996 CURRENT RECORDED OWNER: DAY & ZIMMERMANN, INC.
 CLASSES: IN 35
 GOODS: TEMPORARY EMPLOYMENT AGENCY SERVICES
 CLIENT: DAY & ZIMMERMANN, INC.

00939079 U. S. A. REG NA
 MARK: DESIGN (SCALE)
 APPLN NO: 336768 APPLN DATE: 02SE1969
 REG NO: 933681 STATUS: REG NEXT RENEWAL DATE: 09MY2002
 ORIG REG DATE: 09MY1972 CURRENT RECORDED OWNER: DAY & ZIMMERMANN, INC.
 CLASSES: IN35.42 NA 100 NA 101
 GOODS: TAX MAPPING SERVICES (CL 42); SERVICES TO GOVERNMENTAL UNITS -
 NAMELY, REAL AND PERSONAL PROPERTY APPRAISALS FOR TAX EQUALI-
 ZATION PURPOSES; DATA PROCESSING SERVICES AND CONSULTING IN
 IN THE FIELD OF REAL ESTATE (CL 15)

CLIENT: COLE-LAYER-TRUMBLE COMPANY
 TEXT TYPE: RFE
 1. ASSIGNMENT FROM COLE LAYER TRUMBLE COMPANY (OHIO CORP)
 TO COLE-LAYER-TRUMBLE COMPANY (PA CORP)
 REC: 6/22/77; REEL: 10; FRAME 867
 2. ARTICLES OF MERGER OF COLE-LAYER-TRUMBLE COMPANY
 INTO DAY AND ZIMMERMANN, INCORPORATED
 REC: 5/17/90; REEL: 0709; FRAMES: 129-175

DOCKET NO. 00939079
COUNTRY U. S. A.
CASE TYPE REG
FILING TP. NA
FL NO. 002

MARK: DESIGN (SCALE)
APPLN NO: 803875
REG NO: 1616006
ORIG REG DATE: 02OC1990
CLASSES: IN35,36 NA 101 NA 102
GOODS: DATA PROCESSING SERVICES IN THE FIELD OF REAL ESTATE APPRAISALS (CL 35); REAL ESTATE APPRAISAL SERVICES; TAX ASSESSMENT SERVICES; CONSULTING SERVICES IN THE FIELD OF REAL ESTATE APPRAISALS AND REAL AND PERSONAL PROPERTY APPRAISALS FOR TAX EQUILIBRATION PURPOSES (CL 36)
CLIENT: COLE LAYER-TRUMBUE COMPANY
TEXT TYPE: RMK

ARTICLES OF MERGER OF: COLE-LAYER-TRUMBUE COMPANY
INTO: DAY AND ZIMMERMANN, INCORPORATED
REC: 5/4/90; REEL: 0709; FRAMES: 129-175

MARK: CLT
APPLN NO: 803879
REG NO: 1610740
ORIG REG DATE: 21AU1990
CLASSES: IN35,36 NA 100 NA 101 NA 102
GOODS: DATA PROCESSING SERVICES IN THE FIELD OF REAL ESTATE APPRAISALS (CL 35); REAL ESTATE APPRAISAL SERVICES; TAX ASSESSMENT SERVICES; CONSULTING SERVICES IN THE FIELD OF REAL ESTATE APPRAISALS AND REAL AND PERSONAL PROPERTY APPRAISALS FOR TAX EQUILIBRATION PURPOSES (CL 36)
CLIENT: COLE-LAYER-TRUMBUE COMPANY
TEXT TYPE: RMK

ARTICLES OF MERGER OF: COLE-LAYER-TRUMBUE COMPANY
INTO: DAY AND ZIMMERMANN, INCORPORATED
REC: 5/4/90; REEL: 0709; FRAMES: 129-175



Miscellaneous Design

Status: RENEWED

Gds/Svcs: U.S. Cl.: 100(Int'l. Cl.: 42)
 NOT RENEWED
 TAX MAPPING SERVICES
 First Use: 07/1969

In Commerce: 07/1969

U.S. Cl.: 101(Int'l. Cl.: 35)
 SERVICES TO GOVERNMENTAL UNITS; NAMELY, REAL AND PERSONAL PROPERTY APPRAISALS
 FOR TAX EQUALIZATION PURPOSES, DATA PROCESSING SERVICES AND CONSULTING IN THE
 FIELD OF REAL ESTATE
 First Use: 01/01/1948

In Commerce: 01/01/1948

Reg. No.: 933,681 Registered: 05/09/1972 Renewed: 05/09/1992 T
 Serial No.: 72-336768 Filed: 09/02/1969 Published: 12/28/1971

Affidavits: 8 & 15

Corresp.: STEPHEN J. MEYERS
 SEIDEL, GONDA, LAVORGNA, MONACO, P.C.
 TWO PENN CENTER PLAZA, SUITE 1800
 PHILADELPHIA, PA 19102

Owner: DAY AND ZIMMERMANN, INCORPORATED (MD CORP.)
 280 KING OF PRUSSIA ROAD
 RADNOR, PA 19087

Registrant: COLE-LAYER-TRUMBLE COMPANY (OH CORP.)
 DAYTON, OH

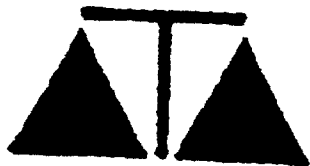
Assignments:

Assignee: DAY AND ZIMMERMANN, INCORPORATED
 Assignor: TRANSPLAN, INC.
 Assignor: TRANSPORTATION AND DISTRIBUTION ASSOCIATES INC.
 Assignor: TSD, INC.
 Assignor: COLE - LAYER -TRUMBLE COMPANY
 Assignor: LANDISC SYSTEMS, INC.
 Assignor: DAY DATA SYSTEMS, INC.
 Assignor: BARRY SERVICES COMPANY, THE
 Assignor: KREIL CORPORATION
 Assignor: SYSTEMS ENGINEERING ASSOCIATES CORPORATION
 Assignor: AQUIDNECK DATA CORPORATION
 Assignor: PROTECTION TECHNOLOGY, INC.
 Assignor: PROTECTION TECHNOLOGY IDAHO, INC.

Assignor: H.L. YOH COMPANY (MERGED INTO)
Recorded: 05/04/1990 Assigned: 12/26/1989 Reel/Fr.: 0709/0129
Action: MERGER DECEMBER 31, 1989 MD

Assignee: COLE-LAYER-TRUMBLE COMPANY (PA CORP.)
DAYTON, OH

Assignor: COLE-LAYER-TRUMBLE COMPANY (OH CORP.)
Recorded: 06/22/1977 Assigned: 06/16/1977 Reel/Fr.: 0309/0867
Action: ASSIGNS AS OF JUNE 23, 1975 THE ENTIRE INTEREST AND THE GOOD
WILL



Miscellaneous Design

Status: REGISTERED Date: 09/12/1996

Gds/Svcs: Int'l. Cl.: 35 (U.S. Cl.: 101)
DATA PROCESSING SERVICES IN THE FIELD OF REAL ESTATE APPRAISALS
First Use: 1948 In Commerce: 1948

Int'l. Cl.: 36 (U.S. Cl.: 102)
REAL ESTATE APPRAISAL SERVICES; TAX ASSESSMENT SERVICES; CONSULTING SERVICES
IN THE FIELD OF REAL ESTATE APPRAISALS AND REAL AND PERSONAL PROPERTY
APPRAISALS FOR TAX EQUALIZATION PURPOSES
First Use: 1948 In Commerce: 1948

Reg. No.: 1,616,006 Registered: 10/02/1990
Serial No.: 73-803875 Filed: 06/01/1989 Published: 07/10/1990

Owms: 933,681

Descript: THE MARK CONSISTS OF A SCALE DESIGN.
Affidavits: 8 & 15 09/12/1996

Corresp.: HARRIET M. SINTON
SEIDEL, GONDA, LAVORGNA & MONACO, P.C.
SUITE 1800
TWO PENN CENTER PLAZA
PHILADELPHIA, PA 19102

Registrant: DAY AND ZIMMERMANN, INCORPORATED (MD CORP.)
1818 MARKET STREET
PHILADELPHIA, PA 19103

Assignments:

Assignee: DAY AND ZIMMERMANN, INCORPORATED
Assignor: TRANSPAN, INC.
Assignor: TRANSPORTATION AND DISTRIBUTION ASSOCIATES INC.
Assignor: TSD, INC.
Assignor: COLE - LAYER - TRUMBLE COMPANY
Assignor: LANDISC SYSTEMS, INC.
Assignor: DAY DATA SYSTEMS, INC.
Assignor: BARRY SERVICES COMPANY, THE
Assignor: KREIL CORPORATION
Assignor: SYSTEMS ENGINEERING ASSOCIATES CORPORATION
Assignor: AQUIDNECK DATA CORPORATION
Assignor: PROTECTION TECHNOLOGY, INC.
Assignor: PROTECTION TECHNOLOGY IDAHO, INC.

Assignor: H.L. YOH COMPANY (MERGED INTO)
Recorded: 05/04/1990 Assigned: 12/26/1989 Reel/Fr.: 0709/0129
Action: MERGER DECEMBER 31, 1989 MD

CLT

Status: REGISTERED Date: 09/12/1996

Gds/Svcs: Int'l. Cl.: 35 (U.S. Cl.: 100, 101)
DATA PROCESSING SERVICES IN THE FIELD OF REAL ESTATE APPRAISALS
First Use: 1948 In Commerce: 1948

Int'l. Cl.: 36 (U.S. Cl.: 101, 102)
REAL ESTATE APPRAISAL SERVICES; TAX ASSESSMENT SERVICES; CONSULTING SERVICES
IN THE FIELD OF REAL ESTATE APPRAISALS AND REAL AND PERSONAL PROPERTY
APPRAISALS FOR TAX EQUALIZATION PURPOSES
First Use: 1948 In Commerce: 1948

Reg. No.: 1,610,740 Registered: 08/21/1990
Serial No.: 73-803878 Filed: 06/01/1989 Published: 04/17/1990

Affidavits: 8 & 15 09/12/1996

Corresp.: HARRIET M. SINTON
SEIDEL, GONDA, LAVORGNA & MONACO, P.C.
SUITE 1800
TWO PENN CENTER PLAZA
PHILADELPHIA, PA 19102

Registrant: DAY AND ZIMMERMANN, INCORPORATED (MD CORP.)
1818 MARKET STREET
PHILADELPHIA, PA 19103

Assignments:

Assignee: DAY AND ZIMMERMANN, INCORPORATED
Assignor: TRANSPLAN, INC.
Assignor: TRANSPORTATION AND DISTRIBUTION ASSOCIATES INC.
Assignor: TSD, INC.
Assignor: COLE - LAYER - TRUMBLE COMPANY
Assignor: LANDISC SYSTEMS, INC.
Assignor: DAY DATA SYSTEMS, INC.
Assignor: BARRY SERVICES COMPANY, THE
Assignor: KREIL CORPORATION
Assignor: SYSTEMS ENGINEERING ASSOCIATES CORPORATION
Assignor: AQUIDNECK DATA CORPORATION
Assignor: PROTECTION TECHNOLOGY, INC.
Assignor: PROTECTION TECHNOLOGY IDAHO, INC.
Assignor: H.L. YOH COMPANY (MERGED INTO)
Recorded: 05/04/1990 Assigned: 12/26/1989 Reel/Fr.: 0709/0129
Action: MERGER DECEMBER 31, 1989 MD

SEACOR

Status: REGISTERED

Gds/Svcs: Int'l. Cl.: 42 (U.S. Cl.: 100)
MARITIME ENGINEERING AND TECHNICAL CONSULTING SERVICES IN CONNECTION
THEREWITH

First Use: 1970 In Commerce: 1970

Reg. No.: 1,402,565 Registered: 07/22/1986
Serial No.: 73-532494 Filed: 04/15/1985 Published: 04/29/1986

Affidavits: 8 & 15 12/24/1991

Corresp.: STEPHEN J. MEYERS
SEIDEL, GONDA, LAVORGNA & MONACO
1800 TWO PENN CENTER PLAZA
PHILADELPHIA, PA 19102

Owner: DAY AND ZIMMERMANN, INCORPORATED (MD CORP.)
1818 MARKET STREET
PHILADELPHIA, PA 19103

Registrant: SYSTEMS ENGINEERING ASSOCIATES CORPORATION (NJ CORP.)
MT. LAUREL, NJ

Assignments:

Assignee: DAY AND ZIMMERMANN, INCORPORATED
Assignor: TRANSPORTATION AND DISTRIBUTION ASSOCIATES, INC.
Assignor: TSD, INC.
Assignor: COLE-LAYER-TRUMBLE COMPANY
Assignor: LANDISC SYSTEMS, INC.
Assignor: DAY DATA SYSTEMS, INC.
Assignor: BARRY SERVICES COMPANY, THE
Assignor: KRELL CORPORATION
Assignor: SYSTEMS ENGINEERING ASSOCIATED CORPORATION
Assignor: AQUIDNECK DATA CORPORATION
Assignor: PROTECTION TECHNOLOGY IDAHO, INC.
Assignor: H.L. YOH COMPANY (MERGED INTO)
Assignor: PROTECTION TECHNOLOGY INC.
Recorded: 05/04/1990 Assigned: 12/26/1989 Reel/Fr.: 0708/0931
Action: MERGER DECEMBER 31, 1989 MD

Schedule 3.17

CLT Product Listing

Integrated Assessment System (IAS)

OASIS

UNIVERS

Mass Appraisal System (MAS)

Visual Landisc/Landisc Plus

Appraise-A-Map

Community Access Response Environment (CARE)

Spatially Enabled Assessment Management (SEAM)

Revenue Collection (ReCo)

7 (Logo Registration) Symbol

According to my records, Day & Zimmermann registered ACLT@ and the Ascale logo@ with the U.S. Patent Office somewhere around the time period of 12/90. What I actually have in my file is a fax from Barbara Marshall (CLT PR person at the time) indicating that this was done and that the 7 symbol was to be included from that point forward to indicate that CLT was the sole user of these logos.

8 (Copyright) Symbol

The 8 symbol appears on these materials in the *Technical Services Department* files:

- P all Residential, Agricultural, Commercial/Industrial and Exempt Pricing Schedules
- P some of the older Property Record Cards
- P all Residential Data Collection, Residential Review, Commercial/Industrial Data Collection, and Commercial/Industrial Review Manuals
- P Project Supervisor Manual
- P Job Supervisor=s Log (1973)
- P Furniture and Fixtures Appraisal Manual (1974) - this is the only one for which I have an actual copy of the legal copyright documentation
- P Control Form
- P Master Project Control Record
- P Sales Analysis Card
- P Sales Analysis Sheet
- P Industrial Building Checklist
- P Industrial Checklist graph page
- P Incomplete New Construction Log Sheet
- P Local Material Prices and Labor Rates forms
- P Lister Evaluation Form
- P Review Evaluation Form
- P Group Leader Evaluation Form
- P Supervisor Bi-Weekly Time Log

Note: The standard CLT Client Manual does not have a 8 on the title page, but many of the pages within the manual (pricing schedules) do have copyright symbols.

Note: The full-size *Marketing* brochure inserts (Company Profile, IAS, UNIVERS, etc.) do not have the copyright symbol.

J (Trademark) Symbol

The J symbol appears in these CLT product names (on full-size *Marketing* brochures):

- P APPRAISE-A-MAPJ
- P Landisc PlusJ

