

S-30-00

FORM 1595

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

06-16-2000

RECORDATION FC
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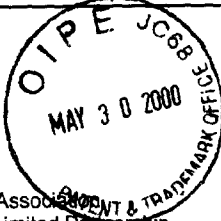
To the Honorable Commissioner of Patents and Trademarks. Please rec

1. Name of conveying party(ies):

Aris Technologies, Inc.

- Individual
- General Partnership
- Corporation-State - Massachusetts
- Other

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



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

Name Verance Corporation

Internal Address: _____

Street Address: 6252 Greenwich Drive, Suite 500

City San Diego

State California ZIP 92212

- Individual (s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporate-State DELAWARE
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No - N/A

Additional name(s) & addresses(es) attached?

Yes No

3. Name of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: Sept. 27, 1999; October 25, 1999;
November 18, 1999

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

A. Trademark Application No.(s)

(75/424,720
75/094,648
75/425,409
75/424,721)

B. Trademark Registration No.(s)

2,186,922

Additional numbers attached? Yes No

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

Name: Vincent M. DeLuca

Internal Address: Rothwell, Figg, Ernst & Manbeck
Columbia Square
Suite 701 East Tower

Street Address: 555 Thirteenth Street, N.W.

City: Washington, D.C.

State: _____ Zip 20004

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): . . . \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

06/15/2000 ASCOTT 00000121 75424720

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02 FD:482

40.00 OP
100.00 OP

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.

Vincent M. DeLuca
Name of Person Signing

Vincent M DeLuca 5/30/00
Signature Date

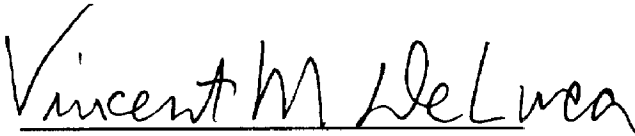
Total number of pages including cover sheet, attachments and documents: 58

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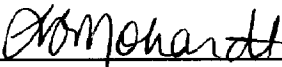
NOTARIZATION OF COPIES

I, VINCENT M.DeLUCA, an attorney at law with the law firm of Rothwell, Figg, Ernst & Kurz, 555 Thirteenth Street, NW, Washington, DC 20004, hereby certify that the attached copies are true and correct copies of an Agreement and Plan of Merger dated September 27, 1999, under which Aris Technologies, Inc. merged with ATI Acquisition Corp., a Massachusetts corporation wholly owned by Aris Solana Corp., a Delaware corporation; and an Articles of Merger filed with the Commonwealth of Massachusetts on October 25, 1999 evidencing the merger of ATI Acquisition Corp. and Aris Technologies, Inc. Upon the merger of ATI Acquisition Corp. with Aris Technologies, Inc., Aris Technologies, Inc. became a wholly owned subsidiary of Aris Solana Corp.


Vincent M. DeLuca

DISTRICT OF COLUMBIA: SS

Subscribed and sworn to before me this 30th day of May, 2000.

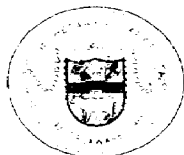

Sheda Mohardt
Notary Public

Sheda V. Mohardt
Notary Public, District of Columbia
My Commission Expires 01/01/05

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ARIS SOLANA CORP.", CHANGING ITS NAME FROM "ARIS SOLANA CORP." TO "VERANCE CORPORATION", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF NOVEMBER, A.D. 1999, AT 9 O'CLOCK A.M.



3078654 8100

001070682

A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

AUTHENTICATION: 0275125

DATE: 02-23-00

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**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
ARIS SOLANA CORP.**

Aris Solana Corp., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Aris Solana Corp. be amended by changing the first Article thereof so that, as amended, said Article shall read in its entirety as follows:

"FIRST: The name of the corporation (hereinafter the "Corporation") is **VERANCE CORPORATION."**

SECOND: That in lieu of a meeting and vote of stockholders, a majority of the stockholders have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with Sections 242 and 228 of the General Corporation Law of the State of Delaware.

Dated: November 18, 1999

ARIS SOLANA CORP.

By: /s/ Robert L. Warren
Robert L. Warren
Co-Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated as of the 27th day of September, 1999, by and among (i) ARIS Solana Corp., a Delaware corporation ("Parent"), (ii) ATI Acquisition Corp., a Massachusetts corporation ("ATI Sub"), (iii) STD Acquisition Corp., a Delaware corporation ("STD Sub"), (iv) ARIS Technologies, Inc., a Massachusetts corporation ("Aris"), (v) Solana Technology Development Corp., a California corporation ("Solana"), (vi) those shareholders of Aris listed on the signature pages hereto (the "Aris Major Holders") and (vii) those shareholders of Solana listed on the signature pages hereto (the "Solana Major Holders").

WHEREAS, Parent owns all of the issued and outstanding capital stock of each of ATI Sub and STD Sub;

WHEREAS, Aris and Solana have organized Parent, and have caused Parent to organize ATI Sub and STD Sub, in order to merge ATI Sub with and into Aris (the "Aris Merger") and to merge STD Sub with and into Solana (the "Solana Merger" and, collectively with the Aris Merger, the "Mergers"), pursuant to and subject to the terms and conditions set forth herein;

WHEREAS, as a result of the Mergers, at the Effective Time (as hereinafter defined), (i) Parent will own all of the issued and outstanding capital stock of each of Aris and Solana, (ii) the shareholders and optionholders of Aris immediately prior to the Effective Time will collectively own (or have the right to acquire) approximately 50% of the outstanding capital stock of the Parent on a fully-diluted basis (subject to adjustment as set forth herein) and (iii) the shareholders and optionholders of Solana immediately prior to the Effective Time will collectively own (or have the right to acquire) approximately 50% of the outstanding capital stock of the Parent on a fully-diluted basis (subject to adjustment as set forth herein);

WHEREAS, the respective boards of directors and shareholders of Parent, ATI Sub and STD Sub, and the respective boards of directors of Aris and Solana, have approved the Mergers;

WHEREAS, pursuant to a binding letter agreement dated June 10, 1999 (the "Letter Agreement") among Aris, Solana and certain shareholders of Aris and Solana, the holders of shares of capital stock of each of Aris and Solana representing an amount sufficient to provide any shareholder vote or consent necessary to consummate the Mergers have (i) agreed to vote their respective shares in favor of the Mergers and (ii) granted to Solana and Aris, respectively, proxies to vote such shares in accordance with such agreement;

WHEREAS, it is the parties' intent that this Agreement constitutes a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g); and

WHEREAS, Parent, ATI Sub, STD Sub, Aris, Solana, the Aris Major Holders and the Solana Major Holders desire to make certain representations, warranties and agreements in connection with the Mergers;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

1. THE MERGERS; EFFECTIVE TIME; CLOSING.

1.1. The Mergers. At the Effective Time, (i) ATI Sub shall be merged with and into Aris in accordance with the applicable provisions of the MBCL, and the separate existence of ATI Sub shall thereupon cease, and Aris, as the surviving corporation in the Aris Merger (the "Aris Surviving Corporation"), shall continue its corporate existence in accordance with the MBCL under the name "Aris Technologies, Inc.", and (ii) STD Sub shall be merged with and into Solana in accordance with the applicable provisions of the CCC and the DGCL, and the separate existence of STD Sub shall thereupon cease, and Solana, as the surviving corporation in the Solana Merger (the "Solana Surviving Corporation"), shall continue its corporate existence in accordance with the CCC under the name "Solana Technology Development Corp."

1.2. Effective Time of the Mergers. At the Closing, Aris and Solana shall cause the Mergers to be consummated by (i) filing with the Secretary of State of the Commonwealth of Massachusetts appropriate articles of merger (the "Massachusetts Articles of Merger") duly executed in accordance with this Agreement and the MBCL, (ii) filing with the Secretary of State of the State of Delaware an appropriate certificate of merger (the "Delaware Certificate of Merger") duly executed in accordance with this Agreement and the DGCL and (iii) filing with the Secretary of State of the State of California an appropriate agreement of merger (the "California Agreement of Merger") duly executed in accordance with this Agreement and the CCC, together with an officers' certificate of both STD Sub and Solana satisfying the requirements of the CCC. The date and time at which the Massachusetts Articles of Merger are filed with the Secretary of State of the Commonwealth of Massachusetts, the Delaware Certificate of Merger is filed with the Secretary of State of the State of Delaware and the California Agreement of Merger is filed with the Secretary of State of the State of California is referred to herein as the "Effective Time".

1.3. Closing. The closing of the transactions contemplated by this Section 1 (the "Closing") shall be held at the offices of Latham & Watkins, 701 "B" Street, Suite 2100, San Diego, California, at 10:00 a.m. on the later to occur of (i) October 21, 1999 and (ii) the third business day after Parent shall have received any necessary approvals under applicable state securities laws for the issuance of Parent Shares in the Mergers, or at such

other time, or at such other place as Aris and Solana may agree. The date on which the Closing is actually held hereunder is sometimes referred to herein as the "Closing Date".

2. ARTICLES; BY-LAWS; DIRECTORS AND OFFICERS.

2.1. Articles of Incorporation. From and after the Effective Time, the Articles of Incorporation of Aris in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Aris Surviving Corporation, until duly amended in accordance with the terms thereof and of the MBCL. From and after the Effective Time, the Articles of Incorporation of Solana in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Solana Surviving Corporation, until duly amended in accordance with the terms thereof and of the CCC.

2.2. By-Laws. From and after the Effective Time, the By-Laws of Aris in effect immediately prior to the Effective Time shall be the By-Laws of the Aris Surviving Corporation, until duly amended in accordance with the terms thereof and of the MBCL. From and after the Effective Time, the By-Laws of Solana in effect immediately prior to the Effective Time shall be the By-Laws of the Solana Surviving Corporation, until duly amended in accordance with the terms thereof and of the CCC; provided that, as of the Effective Time, the By-Laws of Solana shall be amended and restated as set forth in Exhibit A hereto.

2.3. Directors and Officers. From and after the Effective Time, the directors and officers of ATI Sub at the Effective Time shall be the directors and officers of the Aris Surviving Corporation, each to serve in accordance with the By-Laws of the Aris Surviving Corporation. From and after the Effective Time, the directors and officers of STD Sub at the Effective Time shall be the directors and officers of the Solana Surviving Corporation, each to serve in accordance with the By-Laws of the Solana Surviving Corporation.

3. MERGER CONSIDERATION.

3.1. Conversion or Cancellation of Shares in the Mergers. At the Effective Time, by virtue of the Mergers and without any action on the part of the holders of any securities of the Constituent Corporations (as defined in Section 11):

(a) Each Aris Share issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive 102.5593 Parent Shares (the "Aris Parent Conversion Shares").

(b) Each Solana Share issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive 0.5 Parent Shares (the "Solana Parent Conversion Shares" and, collectively with the Aris Parent Conversion Shares, the "Parent Conversion Shares").

(c) Each share of common stock, no par value, of ATI Sub issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive one share of the common stock, no par value, of the Aris Surviving Corporation.

(d) Each share of common stock, \$.0001 par value, of STD Sub issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive one share of the common stock of the Solana Surviving Corporation.

(e) Each Parent Share issued and outstanding immediately prior to the Effective Time shall cease to be outstanding, shall be canceled and retired without payment of any consideration therefor, and shall cease to exist.

(f) Each Aris Share held by Aris as treasury stock immediately prior to the Effective Time, and each Solana Share held by Solana as treasury stock immediately prior to the Effective Time, shall cease to be outstanding, shall be canceled and retired without payment of any consideration therefor, and shall cease to exist.

(g) Each outstanding option to purchase Aris Shares issued pursuant to Aris's Amended and Restated 1996 Stock Incentive Plan, or issued prior to the adoption of such plan, and held by an employee, director or consultant of Aris, whether or not vested or exercisable (each, an "Aris Option"), shall be assumed by Parent and shall constitute an option (an "Aris Parent Option") to acquire, on the same terms and conditions as were applicable under such Aris Option, a number of Parent Shares (rounded down to the nearest whole number thereof) equal to the product of (i) 102.5593 and (ii) the number of Aris Shares subject to such Aris Option immediately prior to the Effective Time, at a price per share (rounded up (x) in case the resulting number is one-half of one cent or greater, to the nearest whole cent, or (y) in case the resulting number is less than one-half of one cent, to the nearest hundredth of one cent) equal to the aggregate exercise price for the Aris Shares subject to such Aris Option divided by the number of Parent Shares deemed to be purchasable pursuant to such Aris Parent Option.

(h) Each outstanding option to purchase Solana Shares or shares of Series B Preferred Stock of Solana issued pursuant to Solana's Amended and Restated 1995 Stock Option/Stock Issuance Plan or issued pursuant to a separate stock option agreement, and held by an employee, director or consultant of Solana, whether or not vested or exercisable (each, a "Solana Option"), shall be assumed by Parent and shall constitute an option (a "Solana Parent Option"; the Solana Parent Options and the Aris Parent Options being collectively referred to as the "Parent Options") to acquire, on the same terms and conditions as were applicable under such Solana Option, a number of Parent Shares (rounded down to the nearest whole number thereof) equal to the product of (i) 0.5 and (ii) the number of Solana Shares (or, in case of shares of Series B Preferred Stock of Solana, the number of Solana Shares into which such shares of Series B Preferred Stock are convertible immediately prior to the Effective Time (the "Solana Equivalent Shares"))

subject to such Solana Option immediately prior to the Effective Time, at a price per share (rounded up (x) in case the resulting number is one-half of one cent or greater, to the nearest whole cent, or (y) in case the resulting number is less than one-half of one cent, to the nearest hundredth of one cent) equal to the aggregate exercise price for the Solana Shares or Solana Equivalent Shares subject to such Solana Option divided by the number of Parent Shares deemed to be purchasable pursuant to such Solana Parent Option.

3.2. Issuance of Parent Conversion Shares.

(a) Promptly after the Effective Time, Parent shall mail to each holder of record (other than holders of certificates referred to in Section 3.1(f)) of a certificate or certificates which immediately prior to the Effective Time represented outstanding Aris Shares or outstanding Solana Shares (the "Certificates") (i) a form of letter of transmittal and (ii) instructions for use in effecting the surrender of the Certificates for payment therefor. Subject to Section 3.5, upon surrender of Certificates for cancellation to Parent, together with such letter of transmittal duly executed and any other documents as may be reasonably required, the holder of such Certificates shall be entitled to receive (A) for each of the Aris Shares represented by such Certificates the Aris Parent Conversion Shares attributable to such Aris Shares and (B) for each of the Solana Shares represented by such Certificates the Solana Parent Conversion Shares attributable to such Solana Shares, and the Certificates so surrendered shall forthwith be canceled. Until so surrendered, Certificates shall represent solely the right to receive the Parent Conversion Shares attributable to the Aris Shares or Solana Shares represented by such Certificates and cash in lieu of fractional Parent Conversion Shares as contemplated by Section 3.4.

(b) No dividends or other distributions that are declared after the Effective Time on Parent Shares and payable to holders of record thereof after the Effective Time will be paid to Persons entitled by reason of the Mergers to receive Parent Shares until such Persons surrender their Certificates. Upon such surrender there shall be paid to the Person in whose name the Parent Shares are issued any dividends or other distributions having a record date after the Effective Time and payable with respect to such Parent Shares between the Effective Time and the time of such surrender. After such surrender there shall be paid to the Person in whose name the Parent Shares are issued any dividends or other distributions on such Parent Shares which shall have a record date after the Effective Time and prior to such surrender and a payment date after such surrender and such payment shall be made on such payment date. In no event shall the Persons entitled to receive such dividends or other distributions be entitled to receive interest on such dividends or other distributions.

(c) If any certificate representing Parent Shares is to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered, it shall be a condition of such exchange that the Certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the Person requesting such exchange shall pay to Parent any transfer or other Taxes required by reason of the issuance of certificates for such Parent Shares in a name other than that of the registered

holder of the Certificate surrendered, or shall establish to the satisfaction of Parent that such Tax has been paid or is not applicable.

(d) Notwithstanding the foregoing provisions of this Section 3.2, neither Parent nor any other party hereto shall be liable to a holder of Aris Shares or Solana Shares for any Parent Shares or dividends thereon delivered to a public official pursuant to applicable escheat law.

(e) In the event any certificates representing Aris Shares or Solana Shares shall have been lost, stolen or destroyed, Parent shall issue in exchange for such lost, stolen or destroyed certificates, upon the making of such affidavit of that fact by the holder thereof or the delivery of such other documents and instruments as Parent shall require, such Parent Shares as may be required pursuant to this Section 3.2.

3.3. Assumption of Options. Promptly after the Effective Time, Parent shall deliver to holders of Aris Options and Solana Options appropriate documents acknowledging that the Aris Parent Options and the Solana Parent Options constitute the right to acquire Parent Shares on the same terms and conditions as contained in such Aris Options and Solana Options, respectively, except that holders of Parent Options shall be required to execute and deliver the Stockholders Agreement as a condition to exercise of any Parent Option. Parent shall comply with the terms of Aris's Amended and Restated 1996 Stock Incentive Plan and Solana's Amended and Restated 1995 Stock Option/Stock Issuance Plan as they apply to the Aris Parent Options and Solana Parent Options. Parent shall take all corporate action necessary to reserve for issuance a sufficient number of Parent Shares for delivery upon exercise of the Aris Parent Options and Solana Parent Options.

3.4. Fractional Shares. No fractional Parent Conversion Shares shall be issued in the Mergers. In lieu of any such fractional securities, each holder of Aris Shares or Solana Shares who would otherwise have been entitled to a fraction of a Parent Conversion Share upon surrender of Certificates for exchange pursuant to this Section 3 will be paid an amount in cash (without interest), rounded to the nearest cent, determined by multiplying (i) \$6.62 by (ii) the fractional interest to which such holder otherwise would be entitled.

3.5. Escrowed Shares.

(a) From and after the Effective Time, Parent shall retain, and maintain in escrow until released in accordance with the terms of this Section 3.5, (i) a certificate issued in the name of the Aris Representative (as defined in Section 14.15), as agent for the Aris Parent Holders, representing 4.99% of the number of Parent Conversion Shares (rounded to the nearest whole number thereof) issuable to the holders of Aris Shares pursuant to Section 3.2 (the "Escrowed Aris Parent Shares"), and (ii) a certificate issued in the name of the Solana Representative (as defined in Section 14.16), as agent for the Solana Parent Holders, representing 4.55% of the number of Parent Conversion Shares

(rounded to the nearest whole number thereof) issuable to the holders of Solana Shares pursuant to Section 3.2 (the "Escrowed Solana Parent Shares" and, collectively with the Escrowed Aris Parent Shares, the "Escrowed Shares"). The Escrowed Shares shall be allocated from the Parent Conversion Shares on a pro-rata basis in accordance with record ownership of the Aris Shares and the Solana Shares immediately prior to the Effective Time, such that (x) each such holder of record of Aris Shares immediately prior to the Effective Time shall be entitled to receive, pursuant to Section 3.2, 95.01% of the Parent Conversion Shares into which such holder's Aris Shares are converted and (y) each such holder of record of Solana Shares immediately prior to the Effective Time shall be entitled to receive, pursuant to Section 3.2, 95.45% of the Parent Conversion Shares into which such holder's Solana Shares are converted.

(b) Subject to the provisions of paragraphs (c), (d) and (e) below, on the earlier of (i) the date of the independent auditor's report on the financial statements of Parent for the first fiscal year ending after the Closing Date and (ii) the first anniversary of the Closing Date, Parent shall release (i) the remaining Escrowed Aris Parent Shares to the holders of record of Aris Parent Shares immediately after the Effective Time, on a pro-rata basis in accordance with such record ownership immediately after the Effective Time, and (ii) the remaining Escrowed Solana Parent Shares to the holders of record of Solana Parent Shares immediately after the Effective Time, on a pro-rata basis in accordance with such record ownership immediately after the Effective Time.

(c) From time to time prior to the earlier of (i) the date of the independent auditor's report on the financial statements of Parent for the first fiscal year ending after the Closing Date and (ii) the first anniversary of the Closing Date, either Representative (as defined in Section 14.16) (the "Claiming Representative") may deliver to Parent a written notice (a "Notice") requesting distribution to the Claiming Representative of a specified number of the Escrowed Aris Parent Shares (in case of a Notice by the Solana Representative) or the Escrowed Solana Parent Shares (in case of a Notice by the Aris Representative) in full or partial payment of the indemnification obligations of Aris or Solana, as applicable, under Section 12 of this Agreement and setting forth a reasonably detailed description of the circumstances supporting the Claiming Representative's belief that such distribution is warranted, along with a delivery receipt or other appropriate written proof of delivery to the other Representative (the "Other Representative") of a copy of such Notice. If Parent is not in actual receipt of a written objection from the Other Representative to such Notice within 30 days following the date of Parent's actual receipt of such Notice, then on the 31st day following such actual receipt (or if the 31st day is not a business day, then on the first business day after the 31st day), Parent shall deliver to the Claiming Representative certificates representing the number of Escrowed Solana Parent Shares (in case of a Notice by the Aris Representative) or the number of Escrowed Aris Parent Shares (in case of a Notice by the Solana Representative) specified in such Notice, in the names of the holders of record of the Aris Parent Shares immediately after the Effective Time (in case of a Notice by the Aris Representative) or in the names of the holders of record of the Solana Parent Shares

immediately after the Effective Time (in case of a notice by the Solana Representative), as applicable.

(d) If Parent is in actual receipt of a written objection from the Other Representative to a Notice within 30 days following the date of Parent's actual receipt of such Notice, Parent shall not make delivery of the Escrowed Shares specified in the Notice to the Claiming Representative pursuant to paragraph (c) above but instead shall withhold from the number of Escrowed Aris Parent Shares (in case of a Notice by the Solana Representative) or the number of Escrowed Solana Parent Shares (in case of a Notice by the Aris Representative), as applicable, a number of Escrowed Shares sufficient to satisfy such Notice until it shall have received either (i) non-conflicting written instructions from the Aris Representative and the Solana Representative as to the disposition of the portion of the Escrowed Shares in question, or (ii) an order of an arbitrator or court having jurisdiction over the matter which is final and not subject to further court proceedings or appeal. Upon receipt of any such written instructions or order, Parent shall distribute such Escrowed Shares in accordance therewith. In the case of any dispute concerning a Notice as described above, the Representatives shall, for a period of 30 days following the Parent's receipt of the written objection to the Notice, attempt in good faith to resolve the rights of the Representatives with respect to the disputed Notice. If the Representatives should so resolve their rights, they shall deliver written instructions to Parent as to the disposition of the portion of the Escrowed Shares in question, and Parent shall release such Escrowed Shares in accordance with such written instructions. If within the 30-day period, the Representatives do not resolve their rights with respect to the disputed Notice, the Claim or Claims described in the Notice giving rise to the dispute shall be submitted to binding arbitration pursuant to Section 14.12, and, unless otherwise mutually agreed in writing by the Representatives, Parent shall release the portion of the Escrowed Shares in question only pursuant to an order of an arbitrator or court having jurisdiction over the matter which is final and not subject to further court proceedings or appeal.

(e) Notwithstanding the foregoing provisions of this Section 3.5, during the period of time that Escrowed Shares are being held by Parent pursuant to this Section 3.5, any holder of record of Aris Parent Shares or Solana Parent Shares immediately after the Effective Time (or any of their subsequent transferees who is a record holder of such shares) may deliver a stock power or other documentation in form acceptable to Parent directing that any Escrowed Shares otherwise deliverable to such holder under the terms of this Section 3.5 be delivered to a designated transferee; provided, that no such delivery shall be made until such time (if any) as such Escrowed Shares would have been delivered to such holder under this Section 3.5.

(f) After the Effective Time but prior to release of the Escrowed Shares by Parent in accordance with the terms of this Section 3.5, each Person who would be entitled to receive such Escrowed Shares if such Escrowed Shares were to be released by Parent at such time shall retain and have the full and absolute right to exercise all rights and indicia of ownership with respect to such Escrowed Shares, including, without limitation, voting and consensual rights; provided, however, that no Person shall have any

right to transfer, pledge or encumber or otherwise dispose in any manner whatsoever any Escrowed Shares while they are held in escrow, other than (i) directions to transfer made in accordance with Section 3.5(e) above and (ii) transfers of Escrowed Shares by Parent made in accordance with the other provisions of this Section 3.5. Any dividends or other distributions that are declared and payable on Escrowed Shares after the Effective Time but prior to the release of such Escrowed Shares by Parent hereunder shall be held in escrow by Parent pursuant to the terms of this Section 3.5 as part of the Escrowed Shares until release of such Escrowed Shares by Parent hereunder, at which time such dividends or other distributions shall be paid to the Person in whose name the Escrowed Shares released hereunder are issued. In no event shall the Persons entitled to receive such dividends or other distributions be entitled to receive interest on such dividends or other distributions.

(g) In the event of any controversy or dispute hereunder with respect to any question as to the construction of this Section 3.5 or any action to be taken by Parent under this Section 3.5, Parent shall incur no liability for any action taken or suffered in good faith, its liability hereunder to be limited solely to gross negligence or willful misconduct on its part.

3.6. Closing of Transfer Books. At the Effective Time, the stock transfer books of Aris and Solana shall be closed and there shall be no further registration of transfers of Aris Shares or Solana Shares thereafter. If, after the Effective Time, subject to the terms and conditions of this Agreement, certificates representing any such shares are presented to Parent, they shall be converted in accordance with Section 3.1.

3.7. Dissenting Shares.

(a) Notwithstanding the provisions of Section 3.1 or any other provision of this Agreement to the contrary, Aris Shares that are issued and outstanding immediately prior to the Effective Time and are held by stockholders who have not voted such Aris Shares in favor of the adoption of this Agreement or consented thereto in writing and who properly demand appraisal of such Aris Shares in accordance with Sections 86 through 98 of the MBCL (the "Aris Dissenting Shares") will not be converted as provided in Section 3.1(a) at or after the Effective Time unless and until the holder of such Aris Dissenting Shares fails to perfect or effectively withdraws or loses such right to appraisal and payment under the MBCL. If a holder of Aris Dissenting Shares so fails to perfect or effectively withdraws or loses such right to appraisal and payment, then, as of the Effective Time or the occurrence of such event, whichever last occurs, such holder's Aris Dissenting Shares will be converted into and represent solely the right provided in Section 3.1(a).

(b) Notwithstanding the provisions of Section 3.1 or any other provision of this Agreement to the contrary, Solana Shares that are issued and outstanding immediately prior to the Effective Time and are held by stockholders who have not voted such Solana Shares in favor of the adoption of this Agreement or consented thereto in

writing and who properly demand appraisal of such Solana Shares in accordance with Chapter 13 of the CCC (the "Solana Dissenting Shares") will not be converted as provided in Section 3.1(b) at or after the Effective Time unless and until the holder of such Solana Dissenting Shares fails to perfect or effectively withdraws or loses such right to appraisal and payment under the CCC. If a holder of Solana Dissenting Shares so fails to perfect or effectively withdraws or loses such right to appraisal and payment, then, as of the Effective Time or the occurrence of such event, whichever last occurs, such holder's Solana Dissenting Shares will be converted into and represent solely the right provided in Section 3.1(b).

(c) Prior to the Effective Time, Aris will give Solana prompt written notice of any written demands for appraisal, withdrawals of demands for appraisal and any other instruments served pursuant to Sections 86 through 98 of the MBCL and received by Aris, and the opportunity to participate in any negotiations and proceedings with respect to demands for appraisal under Sections 86 through 98 of the MBCL. Prior to the Effective Time, Aris will not voluntarily make any payment with respect to any demands for appraisals and will not, except with the prior written consent of Solana, settle or offer to settle any such demands.

(d) Prior to the Effective Time, Solana will give Aris prompt written notice of any written demands for appraisal, withdrawals of demands for appraisal and any other instruments served pursuant to Chapter 13 of the CCC and received by Solana, and the opportunity to participate in any negotiations and proceedings with respect to demands for appraisal under Chapter 13 of the CCC. Prior to the Effective Time, Solana will not voluntarily make any payment with respect to any demands for appraisals and will not, except with the prior written consent of Aris, settle or offer to settle any such demands.

3.8. Supplementary Action. If at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Aris Surviving Corporation the title to any property or rights of Aris or ATI Sub, to vest or to perfect or confirm of record in the Solana Surviving Corporation the title to any property or rights of Solana or STD Sub, or otherwise to carry out the provisions of this Agreement, the officers and directors of each of the Aris Surviving Corporation and the Solana Surviving Corporation are hereby authorized and empowered on behalf of the respective Constituent Corporations, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Aris Surviving Corporation or the Solana Surviving Corporation, as applicable, and otherwise carry out the purposes and provisions of this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF ARIS AND THE ARIS MAJOR HOLDERS. Aris and the Aris Major Holders hereby represent and warrant to Solana and the Solana Major Holders as follows:

4.1. Organization, Etc. of Aris. Aris is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Aris is duly qualified and in good standing as a foreign corporation in all jurisdictions in which the character of the properties owned or leased or the nature of the activities conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the business, financial condition or results of operation of Aris. Aris has all requisite corporate power and corporate authority to own or lease and operate its properties and to carry on its business as such business is now conducted.

4.2. Subsidiaries. Aris does not have any Subsidiaries (as defined in Section 11) and does not own or hold of record and/or beneficially any shares of any class in the capital of any corporations. Aris does not own any legal and/or beneficial interests in any partnerships, limited liability companies, business trusts or joint ventures or in any other unincorporated trade or business enterprises.

4.3. Capitalization. The authorized capital of Aris consists of 200,000 shares of common stock, no par value per share, of which 22,978.771 shares are issued and outstanding on the date hereof and no shares are held as treasury stock. Schedule 4.3 sets forth a true, accurate and complete list of (a) each holder of record of Aris Shares and the number of Aris Shares held of record by each such holder and (b) each optionee under the Aris Options and the number of Aris Shares issuable upon exercise of such Aris Options. All of the outstanding Aris Shares are validly issued and outstanding, fully paid and non-assessable. None of the Aris Shares are entitled to any preemptive rights. Except as set forth on Schedule 4.3, there are no commitments for the purchase or sale of, and no options, warrants or other rights to subscribe for or purchase, any securities of Aris. Schedule 4.3 lists, and Aris has delivered to Solana true and complete copies of, all agreements and contracts, whether oral or written, relating to shares of capital stock of Aris, and all amendments thereto, and all such agreements and contracts are in full force and effect. There are no outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote or which are convertible into or exercisable for securities having the right to vote with stockholders of Aris on any matter. Upon exercise of all outstanding options to purchase Aris Shares, an aggregate of 27,267.817 Aris Shares will be issued and outstanding. No approval or consent of securityholders of Aris is required under Aris's Articles of Organization or By-Laws, the MBCL or any agreement, with respect to this Agreement, the Mergers and the transactions contemplated hereby, other than the affirmative vote of 66-2/3% of the outstanding Aris Shares. The shareholders of Aris who executed the Letter Agreement collectively hold of record a sufficient number of Aris Shares to (i) approve this Agreement, the Mergers and the transactions contemplated hereby in accordance with Aris's Articles of Organization and By-Laws and the MBCL and (ii) cause the conversion of all outstanding shares of preferred stock, convertible debt, other convertible securities, warrants and other rights to purchase or subscribe for capital stock of Aris (other than the Aris Options) into common stock of Aris prior to the Effective Time.

4.4. Agreement. The Board of Directors of Aris has approved the Mergers, this Agreement and the transactions contemplated hereby and have approved recommending approval of the Aris Merger, this Agreement and the transactions contemplated hereby to the stockholders of Aris. This Agreement has been duly executed and delivered by a duly authorized officer of Aris and constitutes a valid and binding agreement of Aris, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application which may affect the enforcement of creditors' rights generally and by general equitable principles.

4.5. Non-Contravention. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby will not (a) violate or conflict with any provision of the Articles of Organization or By-Laws of Aris, each as amended to date; (b) constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any encumbrance upon any property of Aris pursuant to (i) any agreement or instrument to which Aris is a party or by which any of its properties is bound, or (ii) any statute, judgment, decree, order, regulation or rule of any court or governmental or regulatory authority.

4.6. Governmental Consents; Transferability of Licenses, Etc. Except as provided in Section 1, no consent, approval or authorization of, or registration, qualification or filing with, any governmental agency or authority is required for the execution and delivery by Aris of this Agreement, or for the consummation by Aris of the transactions contemplated hereby. There are no licenses, permits or other authorizations from any governmental authorities that are necessary or desirable for the conduct of the business of Aris as presently conducted or proposed to be conducted.

4.7. Financial Statements. Aris has delivered the following financial statements (the "Aris Financial Statements") to Solana, and there are attached as Schedule 4.7 hereto: (a) the unaudited balance sheet of Aris as of December 31, 1998 and the related unaudited statements of income and cash flows of Aris for the fiscal year then ended and (b) the unaudited balance sheet of Aris as of July 31, 1999 and the related unaudited statements of income and cash flows of Aris for the seven-month period then ended (collectively, the "Aris Interim Financials"). Each of the Aris Financial Statements has been prepared in accordance with generally accepted accounting principles (subject to the absence of footnotes and the absence of a statement of retained earnings); each of such balance sheets presents fairly, in all material respects, the financial condition of Aris as of its respective date; and such statements of income and cash flows present fairly, in all material respects, the results of operations for the periods covered thereby.

4.8. Absence of Certain Changes. Except as set forth on Schedule 4.8 and except as provided by this Agreement, since December 31, 1998, Aris has carried on its business only in the ordinary course, and there has not been (a) any change in the assets, liabilities, sales, income or business of Aris or in its relationships with suppliers, customers or lessors, other than changes which were both in the ordinary course of business and have

not been, either in any case or in the aggregate, materially adverse; (b) any acquisition or disposition by Aris of any asset or property other than in the ordinary course of business; (c) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting, either in any case or in the aggregate, the property or business of Aris; (d) any declaration, setting aside or payment of any dividend or any other distributions in respect of the Aris Shares; (e) any issuance of any shares of the capital stock of Aris or any direct or indirect redemption, purchase or other acquisition of any shares of the capital stock of Aris; (f) any increase in the compensation, pension or other benefits payable or to become payable by Aris to any of its officers or employees, or any bonus or other extraordinary compensation payments or arrangements made to or with any of them (other than pursuant to the terms of any existing written agreement or plan of which Solana has been supplied complete and correct copies); (g) any forgiveness or cancellation of any debt or claim by Aris or any waiver of any right of material value other than compromises of accounts receivable in the ordinary course of business; (h) any entry by Aris into any transaction other than in the ordinary course of business; (i) any incurrence by Aris of any obligations or liabilities, whether absolute, accrued, contingent or otherwise (including, without limitation, liabilities as guarantor or otherwise with respect to obligations of others), other than obligations and liabilities incurred in the ordinary course of business; or (j) any mortgage, pledge, lien, lease, security interest or other charge or encumbrance on any of the assets, tangible or intangible, of Aris.

4.9. Litigation, Etc. No action, suit, proceeding or investigation is pending or, to the knowledge of Aris or the Aris Major Holders, threatened against Aris that would have a material adverse effect on the business, operations, condition (financial or otherwise), assets or prospects of Aris, nor is there, to the knowledge of Aris or the Aris Major Holders, any basis therefor.

4.10. Conformity to Law. Aris has complied with, and is in compliance with, all laws, statutes, governmental regulations and all judicial or administrative tribunal orders, judgments, writs, injunctions, decrees or similar commands applicable to Aris or any of its properties. Aris has not received any notice that it has committed, been charged with, or been under investigation with respect to, any violation of any provision of any federal, state or local law or administrative regulation in respect of Aris or any of its properties.

4.11. Title to Property. Aris has good and marketable title to all of its properties and assets, including, without limitation, all those reflected in the balance sheet included in the Aris Interim Financials (except for properties or assets sold or otherwise disposed of in the ordinary course of business since the date of such balance sheet), all free and clear of all liens, pledges, charges, security interests, encumbrances or title retention agreements of any kind or nature. Aris does not own any real property.

4.12. Insurance. Aris maintains insurance policies insuring against such hazards as are typical for businesses engaged in the areas of business of Aris. All such policies are in full force and effect, and are sufficient for compliance by Aris with all applicable requirements of law and all applicable terms of agreements to which Aris is a party.

4.13. Material Contracts. Schedule 4.13 sets forth a complete and accurate list of all Aris Material Contracts (as defined below) to which Aris is a party or by or to which Aris or any of its assets or properties is bound or subject. For purposes of this Agreement, an "**Aris Material Contract**" shall mean and include any contract, agreement or understanding, whether written or oral, that is material to the business of Aris, and shall include, without limiting the generality of the foregoing, any contract, agreement or understanding, whether written or oral, that (a) obligates Aris to pay more than \$50,000 after the date hereof; (b) provides for an extension of credit or for an investment in any other Person, whether in the form of a loan, capital contribution or otherwise; (c) limits or restricts the ability of Aris to compete or otherwise to conduct its business in any manner or place; (d) provides for a guaranty, indemnity, suretyship, endorsement or other similar credit enhancement by Aris; (e) grants a power of attorney, agency or similar authority to another Person; (f) contains a right of first refusal or option to purchase or sell; (g) provides for a right or obligation other than in the ordinary course of business in favor of any affiliate, officer or director of Aris; (h) provides for a line of credit, standby financing, revolving credit or other financing arrangement relating to any Indebtedness; (i) provides for the future acquisition or disposition of any assets or properties of Aris; (j) is a partnership, joint venture or similar agreement; (k) is a lease of any real property; or (l) is otherwise outside the ordinary course of business. Aris has delivered to Solana true, correct and complete copies of all Aris Material Contracts, together with all modifications and supplements thereto. Each of the Aris Material Contracts is in full force and effect, Aris is not in breach of any of the provisions of any such Aris Material Contract, nor, to the knowledge of Aris and the Aris Major Holders, is any other party to any such Aris Material Contract in default thereunder, nor does any event or condition exist which with notice or the passage of time or both would constitute a default thereunder. Aris has in all material respects performed all obligations required to be performed by it to date under each Aris Material Contract. No approval or consent of any Person is needed in order that the Aris Material Contracts continue in full force and effect following the consummation of the transactions contemplated by this Agreement, and no Aris Material Contract includes any provision the effect of which may be to enlarge or accelerate any obligations of Aris thereunder or give additional rights to any other party thereto or will in any other way be affected by, or terminate or lapse by reason of, the transactions contemplated by this Agreement.

4.14. Employment and Consulting Agreements. Except as set forth in Schedule 4.13, Aris is not a party to any employment or consulting agreement nor does Aris have any obligations or liabilities to any employees or any other Person arising as a result of the Mergers or as a result of any "change in control" of Aris resulting from the Mergers.

4.15. Employee Benefit Plans.

(a) Except with respect to the arrangements set forth on Schedule 4.15(a), Aris does not now maintain or contribute to, and does not otherwise have any liability in respect of, any pension, profit-sharing, deferred compensation, bonus, stock option, share

appreciation right, severance, group or individual health, dental, medical, life insurance, survivor benefit, or similar plan, policy or arrangement, whether formal or informal, for the benefit of any director, officer, consultant or employee, whether active or terminated, of Aris. Each of the arrangements set forth on Schedule 4.15(a) is hereinafter referred to as an "Aris Employee Benefit Plan", except that any such arrangement which is a multi-employer plan shall be treated as an Aris Employee Benefit Plan only for purposes of Sections 4.15(d)(iv), (v) and (vii) and 4.15(g) below.

(b) Aris has heretofore delivered to Solana true, correct and complete copies of each Aris Employee Benefit Plan.

(c) Each Aris Employee Benefit Plan is and has heretofore been maintained and operated in compliance with its terms and with the requirements prescribed (whether as a matter of substantive law or as necessary to secure favorable tax treatment) by any and all statutes, governmental or court orders, or governmental rules or regulations in effect from time to time, including but not limited to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Internal Revenue Code of 1986, as amended ("Code") and applicable to such Plan. Each Aris Employee Benefit Plan which is intended to qualify under Section 401(a) of the Code has been determined to be so qualified by the IRS and nothing has occurred since the date of the last such determination which has resulted or is reasonably likely to result in the revocation of such determination.

(d) Except as set forth on Schedule 4.15(d),

(i) there is no pending or threatened legal action, proceeding or investigation, other than routine claims for benefits, concerning any Aris Employee Benefit Plan or to the best knowledge of Aris and the Aris Major Holders any fiduciary or service provider thereof and, to the best knowledge of Aris and the Aris Major Holders, there is no basis for any such legal action or proceeding;

(ii) no liability (contingent or otherwise) to the Pension Benefit Guaranty Corporation ("PBGC") or any multi-employer plan has been incurred by Aris or any affiliate thereof (other than insurance premiums satisfied in due course);

(iii) no reportable event, or event or condition which presents a material risk of termination by the PBGC, has occurred with respect to any Aris Employee Benefit Plan, or any retirement plan of an affiliate of Aris, which is subject to Title IV of ERISA;

(iv) no Aris Employee Benefit Plan nor any party in interest with respect thereof, has engaged in a prohibited transaction which would be reasonably likely to subject Aris directly or indirectly to liability under Section 409 or 502(i) of ERISA or Section 4975 of the Code;

(v) no Aris Employee Benefit Plan provides welfare benefits subsequent to termination of employment to employees or their beneficiaries (except to the extent required by applicable state insurance laws and Title I, Part 6 of ERISA);

(vi) no benefits due under any Aris Employee Benefit Plan have been forfeited subject to the possibility of reinstatement (which possibility would still exist at or after Closing); and

(vii) Aris has not undertaken to maintain any Aris Employee Benefit Plan for any period of time and each such Plan is terminable at the sole discretion of the sponsor thereof, subject only to such constraints as may be imposed by applicable law.

(e) With respect to each Aris Employee Benefit Plan for which a separate fund of assets is or is required to be maintained, full payment has been made of all amounts that Aris is required, under the terms of each such Plan, to have paid as contributions to that Plan as of the end of the most recently ended plan year of that Plan, and no accumulated funding deficiency (as defined in Section 302 of ERISA and Section 412 of the Code), whether or not waived, exists with respect to any such Plan. The current value of the assets of each such Aris Employee Benefit Plan, as of the end of the most recently ended plan year of that Plan, exceeded the current value of all accrued benefits under that Plan.

(f) The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any payment (whether of severance pay or otherwise) becoming due from any Aris Employee Benefit Plan to any current or former director, officer, consultant or employee of Aris or result in the vesting, acceleration of payment or increases in the amount of any benefit payable to or in respect of any such current or former director, officer, consultant or employee.

(g) No Aris Employee Benefit Plan is a multi-employer plan.

(h) For purposes of this Section 4.15, "multi-employer plan", "party in interest", "current value", "accrued benefit", "reportable event" and "benefit liability" have the same meaning assigned such terms under Sections 3, 4043(b) or 4001(a) of ERISA, and "affiliate" means any entity which under Section 414 of the Code is treated as a single employer with Aris.

4.16. Labor Relations. Aris is in full compliance with all federal and state laws respecting employment and employment practices, terms and conditions of employment, wages and hours and nondiscrimination in employment, and is not engaged in any unfair labor practice. None of the employees of Aris is covered by any collective bargaining agreement, and no collective bargaining agreement is currently being negotiated by Aris.

4.17. Potential Conflicts of Interest. No officer, director or stockholder of Aris (a) owns, directly or indirectly, any interest in (excepting not more than 1% stock

holdings for investment purposes in securities of publicly held and traded companies) or is an officer, director, employee or consultant of any Person which is a competitor, lessor, lessee, customer or supplier of or to Aris; (b) owns, directly or indirectly, in whole or in part, any tangible or intangible property which Aris is using or the use of which is necessary for the business of Aris as now being conducted; or (c) has any cause of action or other claim whatsoever against, or owes any amount to, Aris, except for claims in the ordinary course of business, such as for expense reimbursement, accrued vacation pay, accrued benefits under Aris Employee Benefit Plans and similar matters and agreements.

4.18. Intellectual Property. Schedule 4.18 hereto sets forth a complete and accurate list of (a) all patents, trademarks, trade names and copyrights registered in the name of Aris and all applications therefor and (b) all licenses and other written agreements relating to patents, trademarks, trade names, copyrights, technology, know-how and processes which Aris is licensed or authorized by others to use or which Aris has licensed or authorized for use by others. Except to the extent set forth in Schedule 4.18, Aris owns or has the sole and exclusive right to use all of the patents, trademarks, trade names and copyrights set forth in Schedule 4.18, and owns or has the right to use all technology, know-how and processes, used or necessary for the ordinary course of business as presently conducted and as presently contemplated to be conducted, and the consummation of the transactions contemplated hereby will not alter or impair any such right. Except as set forth in Schedule 4.18, no claims have been asserted, and no claims are pending, by any Person regarding the use of any such patents, trademarks, trade names, copyrights, technology, know-how or processes, or challenging or questioning the validity or effectiveness of any license or agreement, and, to the knowledge of Aris and the Aris Major Holders, there is no basis for such claim. To the knowledge of Aris and the Aris Major Holders, the use by Aris of such patents, trademarks, trade names, copyrights, technology, know-how or processes in the ordinary course of business does not infringe on the rights of any Person.

4.19. No Undisclosed Liabilities. Except to the extent (a) reflected or reserved against in the balance sheet included in the Aris Interim Financials, (b) incurred in the ordinary course of business after the date of such balance sheet or (c) described on any Schedule hereto, Aris has no liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise (including without limitation as guarantor or otherwise with respect to obligations of others), other than performance obligations with respect to contracts of Aris that would not be required to be reflected or reserved against on a balance sheet prepared in accordance with generally accepted accounting principles or in the footnotes thereto.

4.20. Taxes. Aris has duly filed with the appropriate government agencies all of the Tax Returns and reports required to be filed by it. No waiver of any statute of limitations relating to Taxes has been executed or given by Aris. All Taxes, assessments, fees and other governmental charges upon Aris or upon any of its properties, assets, revenues, income and franchises which are due and payable by Aris with respect to the period ending on or before the Closing Date have been paid, other than those accrued but

not currently payable without penalty or interest. Aris has withheld and paid all Taxes required to be withheld or paid in connection with amounts paid or owing to any employee, creditor, independent contractor or third party. No federal Tax Return of Aris is currently under audit by the IRS, and no other Tax Return of Aris is currently under audit by any other taxing authority, and neither the IRS nor any other taxing authority has asserted in a written notification delivered to Aris any deficiency or claim for additional Taxes or interest thereon or penalties in connection therewith that has not been settled or paid in full.

4.21. Indebtedness. Aris has no outstanding Indebtedness. Aris is not in default with respect to any outstanding Indebtedness or any instrument relating thereto and no such Indebtedness or any instrument or agreement relating thereto purports to limit the issuance of any securities by Aris or the operation of the business of Aris.

4.22. Broker. Aris has not retained, utilized or been represented by any broker, agent, finder or intermediary in connection with the negotiation or consummation of the transactions contemplated by this Agreement.

4.23. Disclosure. No representation or warranty by Aris in this Agreement or in any Exhibit or Schedule hereto contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading.

5. REPRESENTATIONS AND WARRANTIES OF SOLANA AND THE SOLANA MAJOR HOLDERS. Solana and the Solana Major Holders hereby represent and warrant to Aris and the Aris Major Holders as follows:

5.1. Organization, Etc. of Solana. Solana is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Solana is duly qualified and in good standing as a foreign corporation in all jurisdictions in which the character of the properties owned or leased or the nature of the activities conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the business, financial condition or results of operation of Solana. Solana has all requisite corporate power and corporate authority to own or lease and operate its properties and to carry on its business as such business is now conducted.

5.2. Subsidiaries. Solana does not have any Subsidiaries and does not own or hold of record and/or beneficially any shares of any class in the capital of any corporations. Solana does not own any legal and/or beneficial interests in any partnerships, limited liability companies, business trusts or joint ventures or in any other unincorporated trade or business enterprises.

5.3. Capitalization. The authorized capital of Solana consists of (i) 1,350,000 shares of Preferred Stock, of which (A) 500,000 shares are designated as Series A

Preferred Stock, of which 500,000 shares are issued and outstanding, (B) 850,000 shares are designated as Series B Preferred Stock, of which 651,413 shares are issued and outstanding, and (C) no shares are held as treasury stock, and (ii) 8,650,000 shares of Common Stock, of which 4,013,269 shares are issued and outstanding and no shares are held as treasury stock. The 500,000 issued and outstanding shares of Series A Preferred Stock are convertible into 500,000 shares of Common Stock of Solana, and the 651,413 issued and outstanding shares of Series B Preferred Stock are convertible into 651,413 shares of Common Stock of Solana. Schedule 5.3 sets forth a true, accurate and complete list of (a) each holder of record of shares of capital stock of Solana and the class and (if applicable) series and number of shares of capital stock of Solana held of record by each such holder and (b) each optionee under the Solana Options and the number of Solana Shares or Solana Equivalent Shares issuable upon exercise of such Solana Options. All of the outstanding shares of capital stock of Solana are validly issued and outstanding, fully paid and non-assessable. None of the outstanding shares of capital stock of Solana are entitled to any preemptive rights. Except as set forth on Schedule 5.3, there are no commitments for the purchase or sale of, and no options, warrants or other rights to subscribe for or purchase, any securities of Solana. Schedule 5.3 lists, and Solana has delivered to Aris true and complete copies of, all agreements and contracts, whether oral or written, relating to shares of capital stock of Solana, and all amendments thereto, and all such agreements and contracts are in full force and effect. All Convertible Subordinated Notes of Solana previously outstanding have been converted into an aggregate of 199,019 Solana Shares. There are no outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote or which are convertible into or exercisable for securities having the right to vote with stockholders of Solana on any matter. Upon conversion or exercise of all outstanding convertible securities, options, warrants and subscription or purchase rights of Solana (including, without limitation, the issued and outstanding shares of Preferred Stock), an aggregate of 5,593,137 Solana Shares will be issued and outstanding. No approval or consent of securityholders of Solana is required under Solana's Articles of Incorporation or By-Laws, the CCC, the DGCL or any agreement, with respect to this Agreement, the Mergers and the transactions contemplated hereby, other than (a) the affirmative vote of more than 50% of the outstanding shares of Series A Preferred Stock and Series B Preferred Stock of Solana, voting together as a single class (to effect the conversion of such Preferred Stock into Common Stock of Solana), (b) the affirmative vote of more than 83-1/3% of the outstanding shares of Common Stock of Solana (to subsequently amend and restate the Solana By-Laws as set forth in Exhibit A attached hereto), and (c) the affirmative vote of more than 50% of the outstanding shares of Common Stock of Solana (to subsequently effect the Solana Merger). The shareholders of Solana who executed the Letter Agreement collectively hold of record a sufficient number of Solana Shares to (i) approve this Agreement, the Mergers and the transactions contemplated hereby in accordance with Solana's Articles of Incorporation and By-Laws and the CCC and (ii) cause the conversion of all outstanding shares of preferred stock, convertible debt, other convertible securities, warrants and other rights to purchase or subscribe for capital stock of Solana (other than the Solana Options) into common stock of Solana prior to the Effective Time.

5.4. Agreement. The Board of Directors of Solana has approved the Mergers, this Agreement and the transactions contemplated hereby and have approved recommending approval of the Solana Merger, this Agreement and the transactions contemplated hereby to the stockholders of Solana. This Agreement has been duly executed and delivered by a duly authorized officer of Solana and constitutes a valid and binding agreement of Solana, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application which may affect the enforcement of creditors' rights generally and by general equitable principles.

5.5. Non-Contravention. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby will not (a) violate or conflict with any provision of the Articles of Incorporation or By-Laws of Solana, each as amended to date; (b) constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any encumbrance upon any property of Solana pursuant to (i) any agreement or instrument to which Solana is a party or by which any of its properties is bound, or (ii) any statute, judgment, decree, order, regulation or rule of any court or governmental or regulatory authority.

5.6. Governmental Consents; Transferability of Licenses, Etc. Except as provided in Section 1, no consent, approval or authorization of, or registration, qualification or filing with, any governmental agency or authority is required for the execution and delivery by Solana of this Agreement, or for the consummation by Solana of the transactions contemplated hereby. Solana has and maintains, and the permits listed on Schedule 5.6 hereto include, all licenses, permits and other authorizations from all governmental authorities (collectively, the "Solana Permits") as are necessary or desirable for the conduct of the business of Solana as presently conducted or proposed to be conducted. None of the Solana Permits will be adversely affected by the transactions hereunder or contemplated hereby.

5.7. Financial Statements. Solana has delivered the following financial statements (the "Solana Financial Statements") to Aris, and there are attached as Schedule 5.7 hereto: (a) the unaudited balance sheet of Solana as of March 31, 1999 and the related unaudited statements of income and cash flows of Solana for the fiscal year then ended and (b) the unaudited balance sheet of Solana as of July 31, 1999 and the related unaudited statements of income and cash flows of Solana for the four-month period then ended (collectively, the "Solana Interim Financials"). Each of the Solana Financial Statements has been prepared in accordance with generally accepted accounting principles (subject to the absence of footnotes and the absence of a statement of retained earnings); each of such balance sheets presents fairly, in all material respects, the financial condition of Solana as of its respective date; and such statements of income and cash flows present fairly, in all material respects, the results of operations for the periods covered thereby.

5.8. Absence of Certain Changes. Except as set forth on Schedule 5.8 and except as provided by this Agreement, since March 31, 1999, Solana has carried on its business

only in the ordinary course, and there has not been (a) any change in the assets, liabilities, sales, income or business of Solana or in its relationships with suppliers, customers or lessors, other than changes which were both in the ordinary course of business and have not been, either in any case or in the aggregate, materially adverse; (b) any acquisition or disposition by Solana of any asset or property other than in the ordinary course of business; (c) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting, either in any case or in the aggregate, the property or business of Solana; (d) any declaration, setting aside or payment of any dividend or any other distributions in respect of any shares of capital stock of Solana; (e) any issuance of any shares of the capital stock of Solana or any direct or indirect redemption, purchase or other acquisition of any shares of the capital stock of Solana; (f) any increase in the compensation, pension or other benefits payable or to become payable by Solana to any of its officers or employees, or any bonus or other extraordinary compensation payments or arrangements made to or with any of them (other than pursuant to the terms of any existing written agreement or plan of which Aris has been supplied complete and correct copies); (g) any forgiveness or cancellation of any debt or claim by Solana or any waiver of any right of material value other than compromises of accounts receivable in the ordinary course of business; (h) any entry by Solana into any transaction other than in the ordinary course of business; (i) any incurrence by Solana of any obligations or liabilities, whether absolute, accrued, contingent or otherwise (including, without limitation, liabilities as guarantor or otherwise with respect to obligations of others), other than obligations and liabilities incurred in the ordinary course of business; or (j) any mortgage, pledge, lien, lease, security interest or other charge or encumbrance on any of the assets, tangible or intangible, of Solana.

5.9. Litigation, Etc. No action, suit, proceeding or investigation is pending or, to the knowledge of Solana and the Solana Major Holders, threatened against Solana that would have a material adverse effect on the business, operations, condition (financial or otherwise), assets or prospects of Solana, nor is there, to the knowledge of Solana and the Solana Major Holders, any basis therefor.

5.10. Conformity to Law. Solana has complied with, and is in compliance with, all laws, statutes, governmental regulations and all judicial or administrative tribunal orders, judgments, writs, injunctions, decrees or similar commands applicable to Solana or any of its properties. Solana has not received any notice that it has committed, been charged with, or been under investigation with respect to, any violation of any provision of any federal, state or local law or administrative regulation in respect of Solana or any of its properties.

5.11. Title to Property. Except as set forth on Schedule 5.11 hereto, Solana has good and marketable title to all of its properties and assets, including, without limitation, all those reflected in the balance sheet included in the Solana Interim Financials (except for properties or assets sold or otherwise disposed of in the ordinary course of business since the date of such balance sheet), all free and clear of all liens, pledges, charges,

security interests, encumbrances or title retention agreements of any kind or nature. Solana does not own any real property.

5.12. **Insurance**. Solana maintains insurance policies insuring against such hazards as are typical for businesses engaged in the areas of business of Solana. All such policies are in full force and effect, and are sufficient for compliance by Solana with all applicable requirements of law and all applicable terms of agreements to which Solana is a party.

5.13. **Material Contracts**. Schedule 5.13 sets forth a complete and accurate list of all Solana Material Contracts (as defined below) to which Solana is a party or by or to which Solana or any of its assets or properties is bound or subject. For purposes of this Agreement, a "**Solana Material Contract**" shall mean and include any contract, agreement or understanding, whether written or oral, that is material to the business of Solana, and shall include, without limiting the generality of the foregoing, any contract, agreement or understanding, whether written or oral, that (a) obligates Solana to pay more than \$50,000 after the date hereof; (b) provides for an extension of credit or for an investment in any other Person, whether in the form of a loan, capital contribution or otherwise; (c) limits or restricts the ability of Solana to compete or otherwise to conduct its business in any manner or place; (d) provides for a guaranty, indemnity, suretyship, endorsement or other similar credit enhancement by Solana; (e) grants a power of attorney, agency or similar authority to another Person; (f) contains a right of first refusal or option to purchase or sell; (g) provides for a right or obligation other than in the ordinary course of business in favor of any affiliate, officer or director of Solana; (h) provides for a line of credit, standby financing, revolving credit or other financing arrangement relating to any Indebtedness; (i) provides for the future acquisition or disposition of any assets or properties of Solana; (j) is a partnership, joint venture or similar agreement; (k) is a lease of any real property; or (l) is otherwise outside the ordinary course of business. Solana has delivered to Aris true, correct and complete copies of all Solana Material Contracts, together with all modifications and supplements thereto. Each of the Solana Material Contracts is in full force and effect, Solana is not in breach of any of the provisions of any such Solana Material Contract, nor, to the knowledge of Solana and the Solana Major Holders, is any other party to any such Solana Material Contract in default thereunder, nor does any event or condition exist which with notice or the passage of time or both would constitute a default thereunder. Solana has in all material respects performed all obligations required to be performed by it to date under each Solana Material Contract. No approval or consent of any Person is needed in order that the Solana Material Contracts continue in full force and effect following the consummation of the transactions contemplated by this Agreement, and no Solana Material Contract includes any provision the effect of which may be to enlarge or accelerate any obligations of Solana thereunder or give additional rights to any other party thereto or will in any other way be affected by, or terminate or lapse by reason of, the transactions contemplated by this Agreement.

5.14. **Employment and Consulting Agreements**. Except as set forth on Schedule 5.14, Solana is not a party to any employment or consulting agreement nor does Solana have any obligations or liabilities to any employees or any other Person arising as a result

of the Mergers or as a result of any "change in control" of Solana resulting from the Mergers.

5.15. Employee Benefit Plans.

(a) Except with respect to the arrangements set forth on Schedule 5.15(a), Solana does not now maintain or contribute to, nor does it otherwise have any liability in respect of, any pension, profit-sharing, deferred compensation, bonus, stock option, share appreciation right, severance, group or individual health, dental, medical, life insurance, survivor benefit, or similar plan, policy or arrangement, whether formal or informal, for the benefit of any director, officer, consultant or employee, whether active or terminated, of Solana. Each of the arrangements set forth on Schedule 5.15(a) is hereinafter referred to as a "Solana Employee Benefit Plan", except that any such arrangement which is a multi-employer plan shall be treated as a Solana Employee Benefit Plan only for purposes of Sections 5.15(d)(iv), (v) and (vii) and 5.15(g) below.

(b) Solana has heretofore delivered to Aris true, correct and complete copies of each Solana Employee Benefit Plan.

(c) Each Solana Employee Benefit Plan is and has heretofore been maintained and operated in compliance with its terms and with the requirements prescribed (whether as a matter of substantive law or as necessary to secure favorable tax treatment) by any and all statutes, governmental or court orders, or governmental rules or regulations in effect from time to time, including but not limited to ERISA and the Code and applicable to such Plan. Each Solana Employee Benefit Plan which is intended to qualify under Section 401(a) of the Code has been determined to be so qualified by the IRS and nothing has occurred since the date of the last such determination which has resulted or is reasonably likely to result in the revocation of such determination.

(d) Except as set forth on Schedule 5.15(d),

(i) there is no pending or threatened legal action, proceeding or investigation, other than routine claims for benefits, concerning any Solana Employee Benefit Plan or to the best knowledge of Solana and the Solana Major Holders any fiduciary or service provider thereof and, to the best knowledge of Solana and the Solana Major Holders, there is no basis for any such legal action or proceeding;

(ii) no liability (contingent or otherwise) to the PBGC or any multi-employer plan has been incurred by Solana or any affiliate thereof (other than insurance premiums satisfied in due course);

(iii) no reportable event, or event or condition which presents a material risk of termination by the PBGC, has occurred with respect to any Solana Employee

Benefit Plan, or any retirement plan of an affiliate of Solana, which is subject to Title IV of ERISA;

(iv) no Solana Employee Benefit Plan nor any party in interest with respect thereof, has engaged in a prohibited transaction which would be reasonably likely to subject Solana directly or indirectly to liability under Section 409 or 502(i) of ERISA or Section 4975 of the Code;

(v) no Solana Employee Benefit Plan provides welfare benefits subsequent to termination of employment to employees or their beneficiaries (except to the extent required by applicable state insurance laws and Title I, Part 6 of ERISA);

(vi) no benefits due under any Solana Employee Benefit Plan have been forfeited subject to the possibility of reinstatement (which possibility would still exist at or after Closing); and

(vii) Solana has not undertaken to maintain any Solana Employee Benefit Plan for any period of time and each such Plan is terminable at the sole discretion of the sponsor thereof, subject only to such constraints as may be imposed by applicable law.

(e) With respect to each Solana Employee Benefit Plan for which a separate fund of assets is or is required to be maintained, full payment has been made of all amounts that Solana is required, under the terms of each such Plan, to have paid as contributions to that Plan as of the end of the most recently ended plan year of that Plan, and no accumulated funding deficiency (as defined in Section 302 of ERISA and Section 412 of the Code), whether or not waived, exists with respect to any such Plan. The current value of the assets of each such Solana Employee Benefit Plan, as of the end of the most recently ended plan year of that Plan, exceeded the current value of all accrued benefits under that Plan.

(f) The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any payment (whether of severance pay or otherwise) becoming due from any Solana Employee Benefit Plan to any current or former director, officer, consultant or employee of Solana or result in the vesting, acceleration of payment or increases in the amount of any benefit payable to or in respect of any such current or former director, officer, consultant or employee.

(g) No Solana Employee Benefit Plan is a multi-employer plan.

(h) For purposes of this Section 5.15, "multi-employer plan", "party in interest", "current value", "accrued benefit", "reportable event" and "benefit liability" have the same meaning assigned such terms under Sections 3, 4043(b) or 4001(a) of ERISA, and "affiliate" means any entity which under Section 414 of the Code is treated as a single employer with Solana.

5.16. Labor Relations. Solana is in full compliance with all federal and state laws respecting employment and employment practices, terms and conditions of employment, wages and hours and nondiscrimination in employment, and is not engaged in any unfair labor practice. None of the employees of Solana is covered by any collective bargaining agreement, and no collective bargaining agreement is currently being negotiated by Solana.

5.17. Potential Conflicts of Interest. No officer, director or stockholder of Solana (a) owns, directly or indirectly, any interest in (excepting not more than 1% stock holdings for investment purposes in securities of publicly held and traded companies) or is an officer, director, employee or consultant of any Person which is a competitor, lessor, lessee, customer or supplier of or to Solana; (b) owns, directly or indirectly, in whole or in part, any tangible or intangible property which Solana is using or the use of which is necessary for the business of Solana as now being conducted; or (c) has any cause of action or other claim whatsoever against, or owes any amount to, Solana, except for claims in the ordinary course of business, such as for expense reimbursement, accrued vacation pay, accrued benefits under Solana Employee Benefit Plans and similar matters and agreements.

5.18. Intellectual Property. Schedule 5.18 hereto sets forth a complete and accurate list of (a) all patents, trademarks, trade names and copyrights registered in the name of Solana and all applications therefor and (b) all licenses and other written agreements relating to patents, trademarks, trade names, copyrights, technology, know-how and processes which Solana is licensed or authorized by others to use or which Solana has licensed or authorized for use by others. Except to the extent set forth in Schedule 5.18, Solana owns or has the sole and exclusive right to use all of the patents, trademarks, trade names and copyrights set forth in Schedule 5.18, and owns or has the right to use all technology, know-how and processes, used or necessary for the ordinary course of business as presently conducted and as presently contemplated to be conducted, and the consummation of the transactions contemplated hereby will not alter or impair any such right. No claims have been asserted, and no claims are pending, by any Person regarding the use of any such patents, trademarks, trade names, copyrights, technology, know-how or processes, or challenging or questioning the validity or effectiveness of any license or agreement, and, to the knowledge of Solana and the Solana Major Holders, there is no basis for such claim. To the knowledge of Solana and the Solana Major Holders, the use by Solana of such patents, trademarks, trade names, copyrights, technology, know-how or processes in the ordinary course of business does not infringe on the rights of any Person.

5.19. No Undisclosed Liabilities. Except to the extent (a) reflected or reserved against in the balance sheet included in the Solana Interim Financials, (b) incurred in the ordinary course of business after the date of such balance sheet or (c) described on any Schedule hereto, Solana has no liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise (including without limitation as guarantor or otherwise

with respect to obligations of others), other than performance obligations with respect to contracts of Solana that would not be required to be reflected or reserved against on a balance sheet prepared in accordance with generally accepted accounting principles or in the footnotes thereto.

5.20. Taxes. Solana has duly filed with the appropriate government agencies all of the Tax Returns and reports required to be filed by it. No waiver of any statute of limitations relating to Taxes has been executed or given by Solana. All Taxes, assessments, fees and other governmental charges upon Solana or upon any of its properties, assets, revenues, income and franchises which are due and payable by Solana with respect to the period ending on or before the Closing Date have been paid, other than those accrued but not currently payable without penalty or interest. Solana has withheld and paid all Taxes required to be withheld or paid in connection with amounts paid or owing to any employee, creditor, independent contractor or third party. No federal Tax Return of Solana is currently under audit by the IRS, and no other Tax Return of Solana is currently under audit by any other taxing authority, and neither the IRS nor any other taxing authority has asserted in a written notification delivered to Solana any deficiency or claim for additional Taxes or interest thereon or penalties in connection therewith that has not been settled or paid in full.

5.21. Indebtedness. Solana has no outstanding Indebtedness. Solana is not in default with respect to any outstanding Indebtedness or any instrument relating thereto and no such Indebtedness or any instrument or agreement relating thereto purports to limit the issuance of any securities by Solana or the operation of the business of Solana.

5.22. Broker. Solana has not retained, utilized or been represented by any broker, agent, finder or intermediary in connection with the negotiation or consummation of the transactions contemplated by this Agreement.

5.23. Disclosure. No representation or warranty by Solana in this Agreement or in any Exhibit or Schedule hereto contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading.

6. REPRESENTATIONS AND WARRANTIES OF PARENT, ATI SUB AND STD SUB. Parent, ATI Sub and STD Sub each represent and warrant to Aris, Solana, the Aris Major Holders and the Solana Major Holders as follows:

6.1. Organization; Authority. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. ATI Sub is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. STD Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of Parent, ATI Sub and STD Sub have all requisite corporate power and corporate authority to

execute and deliver this Agreement and to carry out all of the actions required of it pursuant to the terms thereof.

6.2. Subsidiaries. Except for ATI Sub and STD Sub, Parent does not have any Subsidiaries and does not own or hold of record and/or beneficially any shares of any class in the capital of any corporations and does not own any legal and/or beneficial interests in any partnerships, limited liability companies, business trusts or joint ventures or in any other unincorporated trade or business enterprises. Neither ATI Sub nor STD Sub (i) has any Subsidiaries, (ii) owns or holds of record and/or beneficially any shares of any class in the capital of any corporations, or (iii) owns any legal and/or beneficial interests in any partnerships, limited liability companies, business trusts or joint ventures or in any other unincorporated trade or business enterprises.

6.3. Capitalization. The authorized capital of Parent consists of (a) 12,000,000 shares of Common Stock, \$.0001 par value per share, of which 100 shares are issued and outstanding and held of record by (i) Aris, as to 50 shares, and (ii) Solana, as to 50 shares, and no shares are held as treasury stock and (b) 5,000,000 shares of Preferred Stock, \$.0001 par value per share, none of which are issued or outstanding. The authorized capital of ATI Sub consists of 10,000 shares of Common Stock, no par value per share, of which 100 shares are issued and outstanding and held of record by Parent. The authorized capital of STD Sub consists of 1,000 shares of Common Stock, \$.0001 par value per share, of which 100 shares are issued and outstanding and held of record by Parent. All of the outstanding shares of capital stock of each of Parent, ATI Sub and STD Sub are validly issued and outstanding, fully paid and non-assessable. None of the outstanding shares of capital stock of Parent, ATI Sub or STD Sub are entitled to any preemptive rights. There are no commitments for the purchase or sale of, and no options, warrants or other rights to subscribe for or purchase, any securities of Parent, ATI Sub or STD Sub. There are no agreements or contracts, whether oral or written, relating to shares of capital stock of Parent, ATI Sub or STD Sub. There are no outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote or which are convertible into or exercisable for securities having the right to vote with stockholders of Parent, ATI Sub or STD Sub on any matter.

6.4. Corporate Approval; Binding Effect. Each of Parent, ATI Sub and STD Sub have obtained all necessary authorizations and approvals from their respective Boards of Directors and stockholders required for the execution and delivery of this Agreement and the consummation of the Mergers and the transactions contemplated hereby. No further approvals or consents of securityholders of Parent, ATI Sub or STD Sub is required under any of their Articles of Incorporation, Certificates of Incorporation or By-Laws, the MBCL, the CCC or the DGCL or any agreement, with respect to this Agreement, the Mergers and the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of Parent, ATI Sub and STD Sub and constitutes the legal, valid and binding obligation of each of Parent, ATI Sub and STD Sub, enforceable against each of them in accordance with its terms, except as enforceability thereof may be limited

by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

6.5. Non-Contravention. The execution and delivery by each of Parent, ATI Sub and STD Sub of this Agreement and the consummation by each of Parent, ATI Sub and STD Sub of the transactions contemplated hereby will not (a) violate or conflict with any provisions of the Articles of Organization, Articles of Incorporation, Certificate of Incorporation or By-Laws of any of Parent, ATI Sub or STD Sub, each as amended to date; or (b) constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any lien upon any property of Parent, ATI Sub or STD Sub pursuant to (i) any material agreement or instrument to which Parent, ATI Sub or STD Sub is a party or by which any of them or any of their properties is bound or to which Parent, ATI Sub or STD Sub or any of their properties is subject, or (ii) any statute, judgment, decree, order, regulation or rule of any court or governmental authority to which Parent, ATI Sub or STD Sub is subject.

6.6. Governmental Consents. Except as provided in Section 1, and other than the California Permit as described in Section 10.6 below, no consent, approval or authorization of, or registration, qualification or filing with, any governmental agency or authority is required for the execution and delivery by Parent, ATI Sub or STD Sub of this Agreement, or for the consummation by Parent, ATI Sub or STD Sub of the transactions contemplated hereby.

6.7. Broker. None of Parent, ATI Sub or STD Sub has retained, utilized or been represented by any broker, agent, finder or other intermediary in connection with the negotiation or consummation of the transactions contemplated by this Agreement.

6.8. No Undisclosed Liabilities. Parent, ATI Sub and STD Sub have each been formed for the sole purpose of effecting the transactions contemplated by this Agreement. Except for the liabilities to be incurred in connection with the transactions contemplated by this Agreement, none of Parent, ATI Sub or STD Sub has any liabilities or obligations, whether matured or unmatured, absolute or contingent or liquidated or unliquidated.

6.9. Disclosure. No representation or warranty by Parent, ATI Sub or STD Sub in this Agreement or in any Exhibit or Schedule hereto contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading.

7. CONDUCT OF BUSINESS BY ARIS AND SOLANA PENDING CLOSING. Aris and Solana (collectively, the "Operating Companies") covenant and agree that, from and after the date of this Agreement and until the Closing, except as otherwise specifically consented to or approved by the other Operating Company in writing:

7.1. Access. Each of the Operating Companies shall afford to the other Operating Company and its authorized representatives access during normal business hours to all properties, books, records, contracts and documents of such Operating Company and its Subsidiaries and an opportunity to make such investigations as they shall reasonably desire to make of such Operating Company and its Subsidiaries (provided that such investigations shall be conducted so as to minimize any disruption of the operations of such Operating Company and its Subsidiaries), and such Operating Company shall furnish or cause to be furnished to the other Operating Company and its authorized representatives all such information with respect to the affairs and businesses of such Operating Company and its Subsidiaries as the other Operating Company may reasonably request.

7.2. Carry on in Ordinary Course. Neither of the Operating Companies shall, and neither of the Operating Companies shall permit any of their Subsidiaries to, take any action in operating its business other than in the ordinary course, except that (i) Solana proposes to form a new subsidiary named Solana Media Systems, Inc. ("Solana Media") which may issue stock options to its management in an amount not to exceed 15% of its fully-diluted common stock, and may issue and sell capital stock to certain third party investors; provided, however, that the name of Solana Media, the selection of its management and the terms and conditions of such stock options and sale of capital stock shall be subject to the reasonable approval of Aris; and (ii) Aris may continue to negotiate and implement the formation of a joint venture in South Africa and other parts of Africa for MusiCode music performance monitoring and MediaCode advertising verification and programming proof of performance; provided, however, that such joint venture is subject to the reasonable approval of Solana.

7.3. No Employment Agreements or General Increases. Neither of the Operating Companies shall, and neither of the Operating Companies shall permit any of their Subsidiaries to, enter into any employment or consulting agreements or grant any general or uniform increase in the rates of pay of its employees, or grant any general or uniform increase in the benefits under any bonus or pension plan unless such grant or increase is made in the ordinary course of business consistent with past practices; or increase the compensation payable or to become payable to officers, key salaried employees or agents, or increase any bonus, insurance, pension or other benefit plan, payment or arrangement made to, for or with any such officers, key salaried employees or agents unless such grant or increase is made in the ordinary course of business consistent with past practices; or grant any bonus or other extraordinary compensation to any officers, employees or agents.

7.4. No Dividends, Issuance, Repurchases, etc. Neither of the Operating Companies shall, and neither of the Operating Companies shall permit any of their Subsidiaries to, declare or pay any dividends (whether in cash, shares of stock or otherwise) on, or make any other distribution in respect of, any shares of its capital stock, or issue, sell, purchase, redeem or acquire for value any shares of its capital stock (including, without limitation, the issuance of shares of capital stock upon exercise of stock options), or grant any rights to purchase capital stock (including, without limitation, any options or warrants) except for (i) the issuance of stock pursuant to the conversion of

any preferred stock or other convertible securities as contemplated by Sections 8.5 and 9.5, and (ii) the issuance of stock options of Solana Media and capital stock of Solana Media contemplated by Section 7.2.

7.5. Contracts and Commitments. Neither of the Operating Companies shall, and neither of the Operating Companies shall permit any of their Subsidiaries to, enter into any lease, contract or commitment or engage in any transaction not contemplated by this Agreement or not in the usual and ordinary course of business and consistent with its normal business practices, or incur any Indebtedness.

7.6. Sale of Assets. Neither of the Operating Companies shall, and neither of the Operating Companies shall permit any of their Subsidiaries to, sell or otherwise dispose of any assets (other than inventory in the ordinary course of business), without the prior written consent of the other Operating Company.

7.7. Capital Expenditures. Neither of the Operating Companies shall, and neither of the Operating Companies shall permit any of their Subsidiaries to, make, or commit to make, capital expenditures which exceed \$50,000 in the aggregate, without the prior written consent of the other Operating Company.

7.8. Preservation of Organization. Each of the Operating Companies shall, and shall cause its Subsidiaries to, use reasonable efforts to preserve its business organization intact and to preserve its present relationships with its suppliers and customers and others having business relations with it.

7.9. Compliance with Laws. Each of the Operating Companies shall, and shall cause all of their Subsidiaries to, comply with all laws, regulations and orders applicable with respect to its business.

7.10. Advice of Change. Each Operating Company will promptly advise the other Operating Company in writing of any material adverse change in the business, operations, condition (financial or otherwise), assets or prospects of such Operating Company and its Subsidiaries, taken as a whole.

7.11. No Shopping. Neither of the Operating Companies shall, and neither of the Operating Companies shall permit any of their Subsidiaries to, negotiate for, solicit or enter into any agreement with respect to the sale or transfer of any shares of its capital stock or any substantial portion of its assets or any merger or other business combination of such Operating Company or any of its Subsidiaries to or with any Person other than as contemplated by this Agreement.

7.12. Satisfaction of Conditions Precedent. Each of the Operating Companies will use its reasonable best efforts to cause the satisfaction of the conditions precedent contained herein.

8. **CONDITIONS PRECEDENT TO ARIS'S OBLIGATIONS.** The obligation of Aris to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of each of the following conditions (to the extent noncompliance is not waived in writing by Aris):

8.1. **Compliance With Agreement.** Solana shall have performed and complied with all of its obligations under this Agreement to be performed or complied with by it on or prior to the Closing Date.

8.2. **No Material Adverse Change.** There shall have been no change as of the Closing Date, since the date hereof, in the business or the assets of Solana which either individually or in the aggregate would have a material adverse effect on the business, operations, condition (financial or otherwise), assets or prospects of Solana, other than with respect to any failure of Solana in either (i) the 4C Entity, LLC selection process for the selection of an audio watermarking technology to serve as the copy control standard for DVD Audio and possibly other applications or (ii) the Secured Digital Musical Initiative Foundation (SDMI) selection process.

8.3. **No Restraining Order.** No restraining order or injunction shall prohibit the transactions contemplated by this Agreement.

8.4. **Opinion of Counsel.** Latham & Watkins, counsel to Solana, shall have delivered to Aris a written opinion, addressed to Aris and dated the Closing Date, substantially in the form of Exhibit B hereto.

8.5. **Conversion of Securities.** Each of the holders of shares of preferred stock, convertible debt, other convertible securities, warrants and other rights to purchase or subscribe for capital stock of Solana (other than the Solana Options) shall have converted such securities into shares of Common Stock of Solana.

8.6. **Stockholders Agreement.** Parent and each of the holders of Solana Shares who receives Parent Shares in exchange therefor in the Solana Merger (the "Solana Parent Holders") shall have executed and delivered the Stockholders Agreement among Parent and its stockholders in the form of Exhibit C hereto.

8.7. **Aris/Solana Agreement.** Solana shall have executed and delivered to Aris an agreement in the form of Exhibit F hereto (the "Aris/Solana Agreement") requiring the mutual consent of Aris and Solana to certain actions to be taken by either of them following the Closing.

8.8. **Qualification of Securities.** Aris shall have received evidence that the Parent Shares to be issued in the Mergers have been qualified under the CCSL.

8.9. **Deliveries.** Solana shall have delivered to Aris the following items:

(a) a certificate of the Secretary or Assistant Secretary of Solana certifying as to the Articles of Incorporation, By-Laws, resolutions of the Board of Directors and shareholders and incumbency and signatures of officers;

(b) a certificate of the Secretary of State of the State of California, dated as of a date no more than ten (10) days prior to the Closing Date, as to the good standing of Solana;

(c) certificates from appropriate authorities, dated as of a date no more than ten (10) days prior to the Closing Date, as to the qualification to do business of Solana in each jurisdiction where it is qualified to do business;

(d) five separate stock powers with respect to the Solana Parent Escrowed Shares, each executed in blank by the Solana Representative; and

(e) all other previously undelivered items required to be delivered by Solana to Aris at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith unless waived in writing by Aris.

8.10. Consents. All consents, authorizations and approvals of (or filings with) any governmental commission, board, other regulatory body or third party necessary to consummate the transactions contemplated hereby shall have been obtained or made, except for filings in connection with the Mergers and any other documents required to be filed after the Effective Time and except where the failure to have obtained or made any such consent, authorization, approval or filing would not have a material adverse effect on the business, financial condition or results of operation of Aris and Solana, taken as a whole, following the Effective Time.

9. CONDITIONS PRECEDENT TO SOLANA'S OBLIGATIONS. The obligation of Solana to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of each of the following conditions (to the extent noncompliance is not waived in writing by Solana):

9.1. Compliance With Agreement. Aris shall have performed and complied with all of its obligations under this Agreement to be performed or complied with by it on or prior to the Closing Date.

9.2. No Material Adverse Change. There shall have been no change as of the Closing Date, since the date hereof, in the business or the assets of Aris which either individually or in the aggregate would have a material adverse effect on the business, operations, condition (financial or otherwise), assets or prospects of Aris, other than with respect to any failure of Aris in either (i) the 4C Entity, LLC selection process for the selection of an audio watermarking technology to serve as the copy control standard for DVD Audio and possibly other applications or (ii) the Secured Digital Musical Initiative Foundation (SDMI) selection process.

9.3. No Restraining Order. No restraining order or injunction shall prohibit the transactions contemplated by this Agreement.

9.4. Opinion of Counsel. Bingham Dana LLP, counsel to Aris, shall have delivered to Solana a written opinion, addressed to Solana and dated the Closing Date, substantially in the form of Exhibit D hereto.

9.5. Conversion of Securities. Each of the holders of shares of preferred stock, convertible debt, other convertible securities, warrants and other rights to purchase or subscribe for capital stock of Aris (other than the Aris Options) shall have converted such securities into shares of Common Stock of Aris.

9.6. Stockholders Agreement. Parent and each of the holders of Aris Shares who receives Parent Shares in exchange therefor in the Aris Merger (the "Aris Parent Holders") shall have executed and delivered the Stockholders Agreement among Parent and its stockholders in the form of Exhibit C hereto.

9.7. Aris/Solana Agreement. Aris shall have executed and delivered to Solana the Aris/Solana Agreement in the form of Exhibit F hereto.

9.8. Qualification of Securities. Solana shall have received evidence that the Parent Shares to be issued in the Mergers have been qualified under the CCSL.

9.9. Deliveries. Aris shall have delivered to Solana the following items:

(a) a certificate of the Secretary or Assistant Secretary of Aris certifying as to the Articles of Organization, By-Laws, resolutions of the Board of Directors and shareholders and incumbency and signatures of officers;

(b) a certificate of the Secretary of State of the Commonwealth of Massachusetts, dated as of a date no more than ten (10) days prior to the Closing Date, as to the good standing of Aris;

(c) certificates from appropriate authorities, dated as of a date no more than ten (10) days prior to the Closing Date, as to the qualification to do business of Aris in each jurisdiction where it is qualified to do business;

(d) five separate stock powers with respect to the Aris Parent Escrowed Shares, each executed in blank by the Aris Representative; and

(e) all other previously undelivered items required to be delivered by Aris to Solana at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith unless waived in writing by Solana.

9.10. Consents. All consents, authorizations and approvals of (or filings with) any governmental commission, board, other regulatory body or third party necessary to consummate the transactions contemplated hereby shall have been obtained or made, except for filings in connection with the Mergers and any other documents required to be filed after the Effective Time and except where the failure to have obtained or made any such consent, authorization, approval or filing would not have a material adverse effect on the business, financial condition or results of operation of Aris and Solana, taken as a whole, following the Effective Time.

10. CERTAIN COVENANTS.

10.1. Confidential Information. Any and all information disclosed by Aris to Solana or by Solana to Aris as a result of the negotiations leading to the execution of this Agreement, or in furtherance thereof, which information was not already known to Aris, on the one hand, or Solana, on the other hand, shall remain confidential to Aris, on the one hand, and Solana, on the other hand, and their respective employees and agents until the Effective Time. The information intended to be protected hereby shall include, but not be limited to, financial information, trade secrets, know-how, customers, sales representatives, and anything else having an economic or pecuniary benefit to Aris, on the one hand, or to Solana, on the other hand.

10.2. Stockholder Votes. As soon as practicable after the date hereof, and following an appropriate notice period in accordance with applicable law or the Articles of Organization, Articles of Incorporation or By-Laws of the respective Operating Companies, each of the Operating Companies shall cause to be taken all stockholder action necessary in accordance with applicable law, its Articles of Organization, Articles of Incorporation and By-Laws and the MBCL and the CCC to approve this Agreement and the Mergers. The Board of Directors of each of the Operating Companies will recommend and declare advisable such approval. Each Operating Company shall promptly provide to the other Operating Company copies of all notices, letters and other materials delivered to the stockholders of such Operating Company in connection with such stockholder action, and will keep the other Operating Company apprised of the status of such stockholder action.

10.3. Post-Closing Operations. Aris, Solana, the Aris Major Holders and the Solana Major Holders each agree that Parent will initially have a seven member Board of Directors, of which (a) initially, three members shall be appointed by the Board of Directors of Aris and three members shall be appointed by the Board of Directors of Solana and (b) beginning with the first election of directors following the Closing and continuing until the earlier to occur of (and terminating immediately prior to) (i) the second annual meeting of stockholders of Parent following the Closing and (ii) the effective date of Parent's IPO, three members shall be appointed by the Aris Parent Holders and three members shall be appointed by the Solana Parent Holders, with each director having one vote and decisions to be taken by a simple majority of votes cast at a meeting at which a quorum is present, subject to (A) the requirements of any future equity

financing of Parent (other than the financing referred to in Section 10.4, unless otherwise agreed to by Aris and Solana) and (B) the terms of the Stockholders Agreement referred to in Sections 8.6 and 9.6. It is anticipated that the purchaser of the equity financing referred to in Section 10.4 will have the right to select the seventh member of the Board of Directors of Parent. Unless otherwise determined by the Board of Directors of Parent, Aris and Solana agree that the initial Co-Chairmen of the Board of Parent will be David Leibowitz and Robert Warren, and the initial Co-Chief Executive Officers of Parent will be David Leibowitz and Robert Warren. Aris and Solana agree that during the one year period following the Closing, (i) neither Aris's nor Solana's headquarters offices will be required to close and (ii) no executive officers of either Aris or Solana will be required to relocate from their current facilities.

10.4. Proposed Financing. Aris, Solana, the Aris Major Holders and the Solana Major Holders each acknowledge that it is presently contemplated that after the Closing, capital stock constituting up to twenty percent (20%) of the outstanding capital stock of Parent will be issued in a private equity financing with a third party or parties on terms acceptable to the Board of Directors of Parent.

10.5. Amendments to Charter. Within 30 days after the Closing, each of Aris and Solana shall cause their respective Articles of Organization and Articles of Incorporation to be amended and restated in the respective forms set forth in Exhibits E-1 and E-2 attached hereto.

10.6. Preparation of Permit Application. Prior to the date hereof, Parent has obtained from the California Department of Corporations the California Permit (as defined below), in the form prescribed by the California Commissioner of Corporations. Parent shall use all reasonable efforts to maintain the effectiveness of the California Permit for the issuance of the Parent Shares pursuant to the Mergers after the date hereof. Aris shall promptly furnish to Parent all information concerning Aris and the holders of Aris Shares and options to acquire Aris Shares as may be reasonably requested in connection with any action contemplated by this Section 10.6. Solana shall promptly furnish to Parent all information concerning Solana and the holders of Solana Shares and options to acquire Solana Shares as may be reasonably requested in connection with any action contemplated by this Section 10.6. As used herein, "California Permit" shall mean the permit issued by the California Commissioner of Corporations under the CCSL.

11. CERTAIN DEFINITIONS. As used herein the following terms not otherwise defined have the following respective meanings:

"Aris Shares": Shares of the Common Stock, no par value, of Aris.

"CCC": The California Corporations Code.

"CCSL": The California Corporate Securities Law of 1968, as amended.

"Constituent Corporations": Aris, Solana, ATI Sub and STD Sub.

"DGCL": The Delaware General Corporation Law.

"Indebtedness": As applied to any Person (as defined in this Section 11), (a) all indebtedness of such Person for borrowed money, whether current or funded, or secured or unsecured, (b) all indebtedness of such Person for the deferred purchase price of property or services represented by a note or other security, (c) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (d) all indebtedness of such Person secured by a purchase money mortgage or other lien to secure all or part of the purchase price of property subject to such mortgage or lien, (e) all obligations under leases which shall have been or must be, in accordance with generally accepted accounting principles, recorded as capital leases in respect of which such Person is liable as lessee, (f) any liability of such Person in respect of banker's acceptances or letters of credit, (g) any liability in respect of interest, fees or other charges in respect of any indebtedness referred to in clauses (a) through (f) above, and (h) all indebtedness referred to in clauses (a) through (g) above which is directly or indirectly guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire or in respect of which it has otherwise assured a creditor against loss.

"IRS": The United States Internal Revenue Service.

"MBCL": The Massachusetts Business Corporation Law.

"Parent Shares": Shares of the Common Stock, \$.0001 par value, of Parent.

"Person": A corporation, an association, a partnership, a limited liability company, an organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"state": Any state or commonwealth of the United States of America; the District of Columbia; the Commonwealth of Puerto Rico; and any other dependency, possession or territory of the United States of America.

"Solana Shares": Shares of the Common Stock of Solana.

"Subsidiary": With respect to any Person, any corporation a majority (by number of votes) of the outstanding shares of any class or classes of which shall at the time be

owned by such Person or by a Subsidiary of such Person, if the holders of the shares of such class or classes (a) are ordinarily, in the absence of contingencies, entitled to vote for the election of a majority of the directors (or persons performing similar functions) of the issuer thereof, even though the right so to vote has been suspended by the happening of such a contingency, or (b) are at the time entitled, as such holders, to vote for the election of a majority of the directors (or persons performing similar functions) of the issuer thereof, whether or not the right so to vote exists by reason of the happening of a contingency.

"Tax": Any federal, state, local, foreign and other income, profits, franchise, capital, withholding, unemployment insurance, social security, occupational, production, severance, gross receipts, value added, sales, use, excise, real and personal property, ad valorem, occupancy, transfer, employment, payroll, disability, workers' compensation, escheat, unclaimed property or other similar tax, duty or other governmental charge (including all interest and penalties thereon and additions thereto).

"Tax Return": Any return, declaration, report, claim for refund, information return, statement or other document (including any related or supporting estimates, elections, schedules, statements or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any law, regulation or administrative requirements relating to any Tax.

12. INDEMNIFICATION.

12.1. **Indemnity by Aris.** Subject to the overall limitations, minimum amounts and time limitations set forth in Section 12.5, Aris agrees to indemnify and hold the Solana Parent Holders harmless from and with respect to any and all claims, liabilities, losses, damages, costs and expenses, including without limitation the fees and disbursements of counsel (collectively, the "**Losses**") resulting or arising out of any failure or any breach by Aris of any representation or warranty made by Aris in this Agreement, any Schedule or Exhibit hereto.

12.2. **Indemnity by Solana.** Subject to the overall limitations, minimum amounts and time limitations set forth in Section 12.5, Solana agrees to indemnify and hold the Aris Parent Holders harmless from and with respect to any and all Losses resulting or arising out of any failure or any breach by Solana of any representation or warranty made by Solana in this Agreement, any Schedule or Exhibit hereto.

12.3. **Indemnification Procedures.**

(a) **Notice.** Any party or parties seeking indemnification hereunder (the "**Indemnified Party**") shall promptly notify the party from which indemnification is being sought (the "**Indemnifying Party**") of any action, suit, proceeding, demand or breach (a "**Claim**") with respect to which the Indemnified Party claims indemnification hereunder, **provided** that failure of the Indemnified Party to give such notice shall not relieve the

Indemnifying Party of its obligations under this Section 12 except to the extent, if at all, that such Indemnifying Party shall have been prejudiced thereby.

(b) Third Party Claims. If such Claim relates to any action, suit, proceeding or demand instituted against the Indemnified Party by a third party (a "Third Party Claim"), the Indemnifying Party shall be entitled to participate in the defense of such Third Party Claim after receipt of notice of such claim from the Indemnified Party. Within thirty (30) days after receipt of notice of a particular matter from the Indemnified Party, the Indemnifying Party may assume the defense of such Third Party Claim, in which case the Indemnifying Party shall have the authority to negotiate, compromise and settle such Third Party Claim, if and only if the following conditions are satisfied:

(i) the Indemnifying Party shall have confirmed in writing that it is obligated hereunder to indemnify the Indemnified Party with respect to such Third Party Claim;

(ii) the Indemnified Party shall not have given the Indemnifying Party written notice that it has determined, in the exercise of its reasonable discretion, that matters of corporate or management policy or a conflict of interest make separate representation by the Indemnified Party's own counsel advisable; and

(iii) such Third Party Claim involves only money damages and does not seek an injunction or other equitable relief.

The Indemnified Party shall retain the right to employ its own counsel and to participate in the defense of any Third Party Claim, the defense of which has been assumed by the Indemnifying Party pursuant hereto, but the Indemnified Party shall bear and shall be solely responsible for its own costs and expenses in connection with such participation.

12.4. Method and Manner of Paying Claims. In the event of any Claims under this Section 12, the claimant shall advise the Indemnifying Party in writing of the amount and circumstances surrounding such Claim. With respect to liquidated Claims, if within thirty days the Indemnifying Party has not contested such claim in writing, the Indemnifying Party will be deemed to have agreed to such Claim. Amounts owed hereunder by one Indemnifying Party with respect to any Claim shall first be offset against any amounts owed hereunder by the other Indemnifying Party with respect to any Claim. Thereafter, any amount owed by an Indemnifying Party hereunder with respect to any Claim shall be paid, in accordance with Section 3.5, solely by (a) the transfer of Escrowed Aris Parent Shares to the Solana Representative (in case of amounts owed by Aris hereunder) and (b) the transfer of Escrowed Solana Parent Shares to the Aris Representative (in case of amounts owed by Solana hereunder), in each case an aggregate amount equal to (i) (A) 2,796,568 multiplied by (B) the aggregate amount owed with respect to such Claim, divided by (ii) (X) 37,000,000 minus (Y) the aggregate amount owed with respect to such Claim; provided, however, that in no event shall the number of Parent Shares transferred in payment of any Claim exceed the number of Escrowed Aris

Parent Shares or Escrowed Solana Parent Shares, as applicable, then being held in escrow. Subject to the terms of Section 3.5, such aggregate amount of Escrowed Shares transferred shall be allocated by Parent among the Aris Parent Holders (in case of Escrowed Solana Parent Shares delivered to the Aris Representative) or the Solana Parent Holders (in case of Escrowed Aris Parent Shares delivered to the Solana Representative), as applicable, on a pro rata basis in accordance with their record ownership of Parent Shares immediately after the Effective Time, with separate certificates being issued in the name of each such holder. The Solana Representative (in case of Claims in which Solana is the Indemnifying Party) and the Aris Representative (in case of Claims in which Aris is the Indemnifying Party), as applicable, shall promptly direct Parent to transfer and deliver to the Aris Representative (in case of Claims in which Solana is the Indemnifying Party) or the Solana Representative (in case of Claims in which Aris is the Indemnifying Party), as applicable, any such Escrowed Shares promptly after any amount owed with respect to any Claim becomes due, and Parent shall thereafter promptly transfer and deliver such Escrowed Shares in accordance with the terms of Section 3.5 and this Section 12.4.

12.5. Limitations on Indemnification.

(a) No Indemnifying Party shall be required to indemnify an Indemnified Party hereunder except to the extent that the aggregate amount of Losses for which the Indemnified Party is otherwise entitled to indemnification pursuant to this Section 12 exceeds \$200,000, whereupon the Indemnified Party shall be entitled to be paid the excess of (i) the aggregate amount of all such Losses over (ii) \$200,000, subject to the limitations on maximum amount of recovery set forth in Section 12.5(b).

(b) The aggregate Losses (beyond the deductible amount specified in paragraph (a) above) which are indemnifiable by an Indemnifying Party pursuant to the formula set forth in Section 12.4 with respect to all claims for indemnification shall not exceed \$1,500,000.

(c) No Indemnifying Party shall be liable for any Losses pursuant to this Section 12 unless a written claim for indemnification in accordance with Section 12.4 is given by the Indemnified Party to the Indemnifying Party with respect thereto before the earlier of (i) the date of the independent auditor's report on the financial statements of Parent for the first fiscal year ending after the Closing Date or (ii) the first anniversary of the Closing Date.

(d) Neither Aris nor Solana shall have any recourse to the other party, or to the former shareholders of the other party, with respect to any Losses hereunder beyond the Escrowed Aris Parent Shares (in case of Losses incurred by Solana) or the Escrowed Solana Parent Shares (in case of Losses incurred by Aris).

12.6. Sole Remedy. The parties hereto agree that from and after the Effective Time, except as otherwise provided in this Agreement (including, without limitation, in Section 14.17 with respect to claims for fraud), the sole and exclusive remedy in respect

of a breach of any representation or warranty made in Sections 4 or 5 hereof shall be the right of the Aris Parent Holders and the Solana Parent Holders, respectively, to obtain indemnification as provided in this Section 12.

13. **TERMINATION.**

13.1. **Termination.** This Agreement may be terminated at any time prior to Closing:

(a) By mutual written consent of Aris and Solana; or

(b) By Aris or Solana if the Closing shall not have occurred on or before November 15, 1999; provided that the right to terminate this Agreement under this clause (b) shall not be available to any party whose failure to fulfill any covenant or agreement under this Agreement has caused the failure of the Mergers to occur on or before such date; or

(c) By Aris or Solana if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued a nonappealable final order, decree or ruling or taken any other action having the effect of permanently restraining, enjoining or otherwise prohibiting the Closing or either of the Mergers; or

(d) By Aris if there has been a material breach of any of the covenants or agreements set forth in this Agreement on the part of Solana, which breach is not curable or, if curable, is not cured within ten (10) business days after written notice of such breach is given by Aris to Solana; or

(e) By Solana if there has been a material breach of any of the covenants or agreements set forth in this Agreement on the part of Aris, which breach is not curable or, if curable, is not cured within ten (10) business days after written notice of such breach is given by Solana to Aris.

13.2. **Effect of Termination.** In the event of termination of this Agreement:

(a) Each party shall promptly redeliver all documents, work papers and other material (and all copies thereof) of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same;

(b) The provisions of Sections 10.1, 14.11, 14.12, 14.14 and 14.17 shall continue in full force and effect; and

(c) No party hereto shall have any liability to any other party to this Agreement, except (i) with respect to breaches arising out of Section 10.1 or 14.14 hereof

or out of clause (a) of this Section 13.2, and (ii) for any intentional breach or intentional default under this Agreement occurring prior to its proper termination.

14. GENERAL.

14.1 Survival of Representations and Warranties. The representations and warranties of Aris, Solana, the Aris Major Holders and the Solana Major Holders contained in this Agreement or otherwise made in writing in connection with the transactions contemplated hereby (in each case except as affected by the transactions contemplated by this Agreement) shall be deemed material and, notwithstanding any investigation by Aris or Solana, shall be deemed to have been relied on by each of Aris, Solana, the Aris Major Holders and the Solana Major Holders and shall survive the Closing and the consummation of the transactions contemplated hereby. Each representation and warranty made by Aris, Solana, the Aris Major Holders or the Solana Major Holders shall expire on the last day, if any, that Claims for breaches of such representation or warranty may be made pursuant to Section 12.5 hereof, except that any such representation or warranty that has been made the subject of a Claim prior to such expiration date shall survive with respect to such Claim until the final resolution of such Claim pursuant to Section 12.

14.2. Expenses. All expenses of the preparation, execution and consummation of this Agreement and of the transactions contemplated hereby, including without limitation attorneys', accountants' and outside advisors' fees and disbursements and fees for governmental approvals, shall be borne by the party incurring such expenses; provided, that any such expenses of Aris or Solana in excess of \$125,000 for either such entity shall be borne by the stockholders of such entity.

14.3. Notices. All notices, demands and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier, or sent by written telecommunication, as follows:

If to Aris or the Aris Major Holders, to:

ARIS Technologies, Inc.
1972 Massachusetts Avenue
Cambridge, MA 02140
Attention: David E. Leibowitz, President
Fax No.: (617) 864-9811

and

ARIS Technologies, Inc.
D.C. Regional Office
13 Piccard Drive, Suite 204

Rockville, MD 20850
Attention: David E. Leibowitz, President
Fax No.: (310) 987-9261

with a copy sent contemporaneously to:

Victor J. Paci, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110
Fax No.: (617) 951-8736

If to Solana or the Solana Major Holders, to:

Solana Technology Development Corp.
6256 Greenwich Drive, Suite 500
San Diego, CA 92122
Attention: Robert Warren, President
Fax No.: (619) 677-6523

with a copy sent contemporaneously to:

Scott N. Wolfe, Esq.
Latham & Watkins
701 "B" Street, Suite 2100
San Diego, CA 92101-8197
Fax No.: (619) 696-7419

If to Parent, ATI Sub or STD Sub, to:

Each of Aris and Solana, as provided above.

Any such notice shall be effective (a) if delivered personally, when received, (b) if sent by overnight courier, when receipted for, (c) if mailed, three (3) days after being mailed as described above, and (d) if sent by written telecommunication, when dispatched.

14.4. Entire Agreement. This Agreement contains the entire understanding of the parties, supersedes all prior agreements (including, without limitation, the Letter Agreement, except for the agreements of, and proxies given by, the shareholders of Aris and Solana therein, which shall survive until the Effective Time) and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by all of the parties hereto; provided, that after approval of this Agreement by the shareholders of Aris and Solana, no amendment shall be made which by law requires the further approval of the shareholders of Aris and Solana without obtaining such further approval.

14.5. Governing Law. The validity and construction of this Agreement shall be governed and construed and enforced in accordance with the internal laws (and not the choice-of-law rules) of the State of Delaware.

14.6. Sections and Section Headings. The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

14.7. Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor the obligations of any party hereunder shall be assignable or transferable by such party without the prior written consent of the other parties hereto.

14.8. Severability. In the event that any covenant, condition, or other provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition, or other provision contained herein.

14.9. Further Assurances. The parties agree to take such reasonable steps and execute such other and further documents as may be necessary or appropriate to cause the terms and conditions contained herein to be carried into effect.

14.10. No Implied Rights or Remedies. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any Person, other than Aris, Solana, the Aris Major Holders, the Solana Major Holders, Parent, ATI Sub and STD Sub and their respective shareholders any rights or remedies under or by reason of this Agreement.

14.11 Specific Performance. The parties acknowledge that any violation of this Agreement will result in irreparable injury, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such violation would not be reasonable or adequate compensation to the injured party for such a violation. Accordingly, the parties hereto agree that if this Agreement is violated, in addition to any other remedy which may be available at law or in equity, the injured party shall be entitled to specific performance and injunctive relief, without posting bond or other security, and without the necessity of proving actual damages.

14.12. Disputes; Costs and Expenses The parties hereto agree that any and all disputes among the parties prior to the Effective Time (other than any suit for injunctive or other equitable relief) shall be submitted to binding arbitration. Any such suit or arbitration shall be brought in Wilmington, Delaware. If any party to this Agreement brings an arbitration or action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with such arbitration or action,

including any appeal of such arbitration or action which shall be set by the arbitrator or judge in such arbitration or action.

14.13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.14. Public Statements or Releases. Each of the parties hereto agrees that prior to the consummation of the Closing no party to this Agreement will make, issue or release any public announcement, statement or acknowledgment of the existence of, or reveal the status of, this Agreement or the transactions provided for herein, without first obtaining the written consent of Aris and Solana. Aris and Solana agree that neither of them shall issue any press release regarding the subject matter of this Agreement without obtaining the prior written consent of the other, not to be unreasonably withheld or delayed. Nothing contained in this Section 14.14 shall prevent any party from making such disclosures as such party may consider necessary to comply with applicable law.

14.15. Aris Representative. By the execution and delivery of this Agreement, Aris and each of the Aris Major Holders hereby irrevocably constitute and appoint David E. Leibowitz (the "Aris Representative") as the true and lawful agent and attorney-in-fact, after the Effective Time, of Aris and the Aris Parent Holders, with full power of substitution to act singly in the name, place and stead of Aris and the Aris Parent Holders with respect to the terms and provisions of this Agreement, and to act on behalf of Aris and the Aris Parent Holders in any litigation or arbitration involving this Agreement, do or refrain from doing all such further acts and things, and execute all such documents as the Aris Representative shall deem necessary or appropriate in connection with the transactions contemplated by this Agreement, including, without limitation, the power:

(i) to act for Aris and the Aris Parent Holders with regard to matters pertaining to indemnification referred to in this Agreement, including the power to compromise any claim on behalf of the Aris Parent Holders, to transact matters of litigation and to hold, transfer and to act on behalf of the Aris Parent Holders with respect to the Escrowed Shares;

(ii) to do or refrain from doing any further act or deed on behalf of Aris or the Aris Parent Holders that the Aris Representative deems necessary or appropriate in his sole discretion relating to the subject matter of this Agreement as fully and completely as Aris or the Aris Parent Holders could do if personally present; and

(iii) to receive service of process in connection with any claims made against Aris under this Agreement.

The appointment of the Aris Representative shall be deemed coupled with an interest and, subject to succession in case of death or disability, shall be irrevocable, and

Parent, Solana and the Solana Representative and any other Person may conclusively and absolutely rely, without inquiry, upon any action of the Aris Representative in all matters referred to herein. All payments and notices made or delivered by Parent or Solana to the Aris Representative for the benefit of Aris or the Aris Parent Holders shall discharge in full all liabilities and obligations of Parent or Solana to Aris or the Aris Parent Holders with respect thereto. Aris hereby confirms all that the Aris Representative shall do or cause to be done by virtue of his appointment as the Aris Representative. The Aris Representative shall act for Aris and the Aris Parent Holders on all of the matters set forth in this Agreement in the manner that the Aris Representative believes to be in the best interest of Aris and the Aris Parent Holders and consistent with the obligations under this Agreement, but the Aris Representative shall not be responsible to Aris or the Aris Parent Holders for any loss or damages Aris or any of the Aris Parent Holders may suffer by the performance of his duties under this Agreement, other than loss or damage arising from willful violation of the law or gross negligence in the performance of his duties under this Agreement.

14.16. Solana Representative. By the execution and delivery of this Agreement, Solana hereby irrevocably constitutes and appoints Robert Warren (the "Solana Representative" and, collectively with the Aris Representative, the "Representatives") as the true and lawful agent and attorney-in-fact, after the Effective Time, of Solana and the Solana Parent Holders, with full power of substitution to act singly in the name, place and stead of Solana and the Solana Parent Holders with respect to the terms and provisions of this Agreement, and to act on behalf of Solana and the Solana Parent Holders in any litigation or arbitration involving this Agreement, do or refrain from doing all such further acts and things, and execute all such documents as the Solana Representative shall deem necessary or appropriate in connection with the transactions contemplated by this Agreement, including, without limitation, the power:

(i) to act for Solana and the Solana Parent Holders with regard to matters pertaining to indemnification referred to in this Agreement, including the power to compromise any claim on behalf of the Solana Parent Holders, to transact matters of litigation and to hold, transfer and to act on behalf of the Solana Parent Holders with respect to the Escrowed Shares;

(ii) to do or refrain from doing any further act or deed on behalf of Solana or the Solana Parent Holders that the Solana Representative deems necessary or appropriate in his sole discretion relating to the subject matter of this Agreement as fully and completely as Solana or the Solana Parent Holders could do if personally present; and

(iii) to receive service of process in connection with any claims made against Solana under this Agreement.

The appointment of the Solana Representative shall be deemed coupled with an interest and, subject to succession in case of death or disability, shall be irrevocable, and

Parent, Aris and the Aris Representative and any other Person may conclusively and absolutely rely, without inquiry, upon any action of the Solana Representative in all matters referred to herein. All payments and notices made or delivered by Parent or Aris to the Solana Representative for the benefit of Solana or the Solana Parent Holders shall discharge in full all liabilities and obligations of Parent or Aris to Solana or the Solana Parent Holders with respect thereto. Solana hereby confirms all that the Solana Representative shall do or cause to be done by virtue of his appointment as the Solana Representative. The Solana Representative shall act for Solana and the Solana Parent Holders on all of the matters set forth in this Agreement in the manner that the Solana Representative believes to be in the best interest of Solana and the Solana Parent Holders and consistent with the obligations under this Agreement, but the Solana Representative shall not be responsible to Solana or the Solana Parent Holders for any loss or damages Solana or any of the Solana Parent Holders may suffer by the performance of his duties under this Agreement, other than loss or damage arising from willful violation of the law or gross negligence in the performance of his duties under this Agreement.

14.17. No Waiver Relating to Claims for Fraud. The liability of any party under Section 12 of this Agreement shall be in addition to, and not exclusive of, any other liability that such party may have at law or equity to the extent based on such party's fraudulent acts or omissions. None of the provisions set forth in this Agreement, including but not limited to the provisions set forth in Sections 12.4 (relating to the manner of payment for claims), Section 12.5(a) (relating to the indemnification deductible), Section 12.5(b) (relating to the indemnification cap) or Section 12.5(c) (relating to limitations on the period of time during which a claim for indemnification may be brought) shall be deemed a waiver by any party to this Agreement of any right or remedy which such party may have at law or equity to the extent based on any other party's fraudulent acts or omissions, nor shall any such provisions limit, or be deemed to limit, (i) the amounts of recovery sought or awarded in any such claims for fraud, (ii) the time period during which a claim for fraud may be brought, or (iii) the recourse which any such party may seek against another party with respect to a claim for fraud; provided, that with respect to such rights and remedies at law or equity, the parties further acknowledge and agree that none of the provisions of this Section 14.17, nor any reference to this Section 14.17 throughout this Agreement, shall be deemed a waiver of any defenses which may be available in respect of actions or claims for fraud, including but not limited to, defenses of statutes of limitations or limitations of damages.

14.18. Effectiveness of Agreement; Additional Shareholder Signatories. This Agreement shall become effective upon execution hereof by Parent, Aris, Solana, ATI Sub and STD Sub. From time to time following the effectiveness of this Agreement but prior to the Closing, any Aris shareholder or Solana shareholder may become a party hereto (and for purposes hereof shall be deemed to be an Aris Major Holder and a Solana Major Holder, respectively) by execution of a counterpart signature page hereto and delivery of such counterpart signature page to Parent, Aris or Solana; provided, that the failure of any Aris shareholder or Solana shareholder to become a party hereto shall have no effect on the validity of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

ARIS TECHNOLOGIES, INC.

By: 

David E. Leibowitz
President

SOLANA TECHNOLOGY
DEVELOPMENT CORP.

By: _____

Robert Warren
President

ARIS SOLANA CORP.

By: 

David E. Leibowitz
Co-Chief Executive Officer

By: _____

Robert Warren
Co-Chief Executive Officer

ATI ACQUISITION CORP.

By: 

David E. Leibowitz
President

STD ACQUISITION CORP.

By: _____

Robert Warren
President

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

ARIS TECHNOLOGIES, INC.

By: _____
David E. Leibowitz
President

SOLANA TECHNOLOGY
DEVELOPMENT CORP.

By: _____
Robert Warren
President

ARIS SOLANA CORP.

By: _____
David E. Leibowitz
Co-Chief Executive Officer

By: _____
Robert Warren
Co-Chief Executive Officer

ATI ACQUISITION CORP.

By: _____
David E. Leibowitz
President

STD ACQUISITION CORP.

By: _____
Robert Warren
President

COUNTERPART SIGNATURE PAGE
TO
AGREEMENT AND PLAN OF MERGER

(For signature by Aris shareholders and Solana shareholders)
(All joint owners should sign)

Print Name

Signature

Print Name

Signature

Exhibit A

(Amendment to By-Laws of Solana)

Exhibit B

(Form of Opinion of Latham & Watkins)

Exhibit C

(Form of Stockholders Agreement)

Exhibit D

(Form of Opinion of Bingham Dana LLP)

Exhibit E-1

(Amendment to Articles of Organization of Aris)

Exhibit E-2

(Amendment to Articles of Incorporation of Solana)

Exhibit F

(Aris/Solana Agreement)

The Commonwealth of Massachusetts

Examiner

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

99 OCT 25 PM 2:28
SECRETARY OF THE COMMONWEALTH

ARTICLES OF ~~*CONSOLIDATION*~~ / *MERGER (General Laws, Chapter 156B, Section 78)

~~*CONSOLIDATION*~~ / *merger of

ATI Acquisition Corp.

Aris Technologies, Inc.

the constituent corporations, into

Aris Technologies, Inc.

~~*new corporation*~~ / *one of the constituent corporations.

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of ~~*consolidation*~~ / *merger has been duly adopted in compliance with the requirements of General Laws, Chapter 156B, Section 78, and will be kept as provided by Subsection (d) thereof. The ~~resulting~~ / *surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the ~~*consolidation*~~ / *merger determined pursuant to the agreement of ~~*consolidation*~~ / *merger shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing:
n/a

3. (For a merger)

**The following amendments to the Articles of Organization of the *surviving* corporation have been effected pursuant to the agreement of merger:

- C
- P
- M
- R.A.

None

**Delete the inapplicable word. **If there are no provisions state "None".
Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet as long as each article requiring each addition is clearly indicated.*

P.C.

(For a consolidation)

(a) The purpose of the *resulting* corporation is to engage in the following business activities:

(b) State the total number of shares and the par value, if any, of each class of stock which the *resulting* corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

** (c) If more than one class of stock is authorized, state a distinguishing designation for each class and provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of each class and of each series then established.

** (d) The restrictions, if any, on the transfer of stock contained in the agreement of consolidation are:

** (e) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

** If there are no provisions state "None".

4. The information contained in Item 4 is *not* a permanent part of the Articles of Organization of the ~~resulting~~ surviving corporation.

(a) The street address of the ~~resulting~~ surviving corporation in Massachusetts is: *(post office boxes are not acceptable)*
1972 Massachusetts Avenue, Cambridge, MA 02140

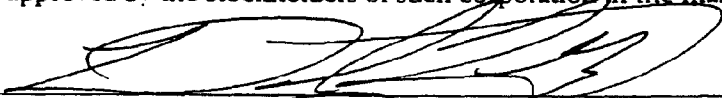
(b) The name, residential address, and post office address of each director and officer of the ~~resulting~~ surviving corporation is:


NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President: David E. Leibowitz	13209 Jasmine Hill Terrace Rockville, MD 20850	same
Treasurer: Robert L. Warren	2471 Newport Avenue Cardiff, CA 92007	same
Clerk: David E. Leibowitz	same as above	same
Directors: David E. Leibowitz	same as above	same
Robert L. Warren	same as above	same

(c) The fiscal year (i.e. tax year) of the ~~resulting~~ surviving corporation shall end on the last day of the month of: December

(d) The name and business address of the resident agent, if any, of the ~~resulting~~ surviving corporation is:
Victor J. Paci, Esq., Bingham Dana LLP, 150 Federal Street, Boston, MA 02110

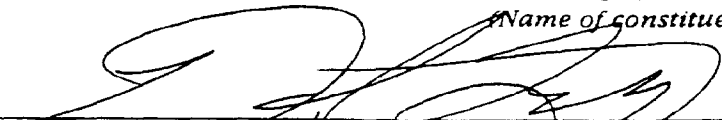
The undersigned officers of the several constituent corporations listed above further state under the penalties of perjury as to their respective corporations that the agreement of ~~consolidation~~ merger has been duly executed on behalf of such corporation and duly approved by the stockholders of such corporation in the manner required by General Laws, Chapter 156B, Section 78.


_____, *President / ~~Vice President~~


_____, *Clerk / ~~Assistant Clerk~~

of ATI Acquisition Corp.

(Name of constituent corporation)


_____, *President / ~~Vice President~~


_____, *Clerk / ~~Assistant Clerk~~

of ARIS Technologies, Inc.

(Name of constituent corporation)

**Delete the inapplicable words.*

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ~~CONSOLIDATION~~ / *MERCER
(General Laws, Chapter 156B, Section 78)

I hereby approve the within Articles of ~~*Consolidation~~ / *Merger and, the filing fee in the amount of \$ _____, having been paid, said articles are deemed to have been filed with me this _____ day of _____, 19 ____.

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Robert Porcelli, Legal Assistant

Bingham Dana LLP

150 Federal Street, Boston, MA 02110

Telephone: 617-951-8512