

11-17-2000

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TM05/REV03



101519900

Docket No :

Tab settings

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

1. Name of conveying party(ies):

Sulcus Computer Corporation

10-17-00

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

Name: Eltrax Hospitality Group, Inc.

Internal Address:

Street Address: 400 Galleria Parkway - Suite 300

City: Atlanta State: GA ZIP: 30339

- Individual(s)
- General Partnership
- Corporation-State Pennsylvania
- Other

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Georgia
- Other

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date:

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

A. Trademark Application No.(s)



10-17-2000

U.S. Patent & TMOfo/TM Mail Rept. Dt. #40

Additional numbers

B. Trademark Registration No.(s)

1,240,100	1,913,944
1,418,987	1,970,034
1,436,282	2,230,106

Yes No

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

Name: Lith A. Vogt

Internal Address: NIRO, SCAVONE, HALLER & NIRO

Street Address: 181 West Madison Street - Suite 4600

City: Chicago State: IL ZIP: 60602

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):.....\$ \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

14-1131

DO NOT USE THIS SPACE

9. Statement and signature.

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

Name of Person Signing

Clara Lewis

Signature

[Signature]

Date

9/28/00

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002177 FRAME: 0752

Trademark Assignment

WHEREAS, Sulcus Computer Corporation, a Pennsylvania Corporation, with its principal place of business at 41 North Main Street, Greensburg, Pennsylvania 15601, did register the following identified federal registrations on the Principal Register of the United States Patent and Trademark Office for the goods and/or services identified therein ("the Marks"):

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Sulcus	1,240,100	May 31, 1983
Lawtotation	1,418,987	December 2, 1986
Proware	1,436,282	April 14, 1987
One World One System	1,913,944	August 22, 1995
Sulclink	1,970,034	April 23, 1996
Winnfinity	2,230,106	March 9, 1999

;and

WHEREAS, Sulcus Computer Corporation, did change its name to Sulcus Hospitality Technologies Corp. by way of 'Articles of Amendment-Domestic Business Corporation' dated August 14, 1997 (Tab A); and

WHEREAS, Sulcus Hospitality Technologies Corp., a Pennsylvania Corporation, did merge into a wholly owned subsidiary of Eltrax Systems, Inc., a Minnesota Corporation, by 'Agreement and Plan of Merger' dated November 11, 1998 (Tab B); and

WHEREAS, Sulcus Hospitality Technologies Corp., a subsidiary of Eltrax Systems, Inc., on consummation of an intercompany merger, Sulcus Hospitality Technologies Corp. became known as Eltrax International, Inc., a Pennsylvania Corporation, with its principal place of business at 400 Galleria Parkway, Suite 300, Atlanta, Georgia 30339 ("Assignor"), as evidenced by the 'Articles of Merger-Domestic Business Corporation' effective December 31, 1999 (Tab C); and

WHEREAS, Eltrax Hospitality Group, Inc., a Georgia Corporation, with its principal place of business at address of 400 Galleria Parkway, Suite 300, Atlanta, Georgia 30339("Assignee"), desires to acquire the Marks and the above-referenced Registrations therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to each of the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations thereof.

Eltrax International, Inc.

By: 

Name: Clant Lewis

Title: Secretary

Dated effective as of: 9/28/00

SUBSCRIBED and SWORN to before me this 28th of Sept, 2000


Notary Public

My Commission Expires: 12/28/01

TRADEMARK
REEL: 002177 FRAME: 0753

9761-1602

Microfilm Number _____
Entity Number 694429

AUG 14 1997
Filed with the Department of State by
[Signature]
Secretary of the Commonwealth

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION
DSCR/AS-1913 (Rev. 90)

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendments), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: Sulcus Computer Corporation

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information as appears on the records of the Department):

(a) 41 North Main Street, Greensburg, PA 15601 Westmoreland
Number and Street City State Zip County

(b) _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: BCL of Pennsylvania, Act of May 5, 1933, as amended

4. The date of its incorporation is: November 5, 1979

5. (Check, and if appropriate complete, one of the following):

The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

The amendment shall be effective on _____ at _____
Date Hour

6. (Check out of the following):

The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).

The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):

The amendment adopted by the corporation, set forth in full, is as follows:

The name of this corporation shall be changed from "Sulcus Computer Corporation" to "Sulcus Hospitality Technologies, Corp."

(PA. - 1437 - 12/6/92)

6067203:8 2/ 7

AUG 14 97

PA Dept. of State

CT HARRISBURG: 2/ 8

SEN DIR: 1 SYSTEM/PITTSBURGH 1 8-14-97 1 12:18 CT SYSTEM/PITTSBURGH
SEN DIR: 1 SYSTEM/PITTSBURGH 1 8-13-97 1 17:18 CT SYSTEM/PITTSBURGH
SEN DIR: 1 SYSTEM/PITTSBURGH 1 8-14-97 1 12:18 CT SYSTEM/PITTSBURGH

9761-1605

DACR:15-1915 (Rev 98-2)

The amendment adopted by the corporation as set forth in full in Exhibit A attached hereto and made a part hereof.

8. The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 14th day of August, 1997.

Sulcus Computer Corporation

(Name of Corporation)

BY: John W. Ryba

(Signature)

TITLE: Vice President, Chief Legal Officer

(PA. - 1407)

00070200 # 2/ 7

CT HARRISBURG # 3/ 0

SENT BY: C I SYSTEM/PITTSBURGH : 8-12-97 : 12:13 : CT SYSTEM/PITTSBURGH-

SENT BY: C I SYSTEM/PITTSBURGH : 8-14-97 : 12:13 : CT SYSTEM/PITTSBURGH-

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of November 11, 1998 (the "Agreement"), is by and among ELTRAX SYSTEMS, INC., a Minnesota corporation ("Parent"), SULCUS ACQUIRING CORPORATION, a Pennsylvania corporation, and a wholly owned subsidiary of Parent ("SAC Acquiring Sub"), and SULCUS HOSPITALITY TECHNOLOGIES CORP., a Pennsylvania corporation ("Sulcus") (Parent and Sulcus are sometimes together referred to as the "Companies" and, individually, as a "Company").

RECITALS

A. The Boards of Directors of Parent, SAC Acquiring Sub and Sulcus each have approved the merger of SAC Acquiring Sub with and into Sulcus, upon the terms and subject to the conditions set forth herein (the "Merger"), and deem it advisable and in the best interest of their respective shareholders that the Merger be consummated; and

B. For federal income tax purposes, the parties intend to adopt this Agreement as a tax-free plan of reorganization and to consummate the Merger in accordance with the provisions of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

THE MERGER

SECTION 1.1 THE MERGER. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined in Section 1.2) in accordance with the Pennsylvania Business Corporation Law of 1988, as amended (the "PBCL"), SAC Acquiring Sub shall be merged with and into Sulcus and the separate existence of SAC Acquiring Sub shall thereupon cease. Sulcus shall be the surviving corporation in the Merger and is hereinafter sometimes referred to as the "Surviving Corporation."

SECTION 1.2 EFFECTIVE TIME OF THE MERGER. The Merger shall become effective at such time (the "Effective Time") as shall be stated in articles of merger, in a form mutually acceptable to Parent and Sulcus, to be filed with the Secretary of State of Pennsylvania in accordance with the PBCL (the "Merger Filing"), concurrently with the closing of the transactions contemplated by this Agreement in accordance with Section 2.5.

SECTION 1.3 ARTICLES OF INCORPORATION. The Articles of Incorporation of Sulcus as in effect immediately prior to the Effective Time shall, after the Effective Time, be the Articles of Incorporation of the Surviving Corporation, and thereafter may be amended in accordance with their terms and as provided in the PBCL.

SECTION 1.4 BY-LAWS. The By-laws of Sulcus as in effect immediately prior to the Effective Time shall, after the Effective Time, be the By-laws of the Surviving Corporation and (subject to Section 6.9) thereafter may be amended in accordance with their terms and as provided by the Articles of Incorporation of the Surviving Corporation and the PBCL.

SECTION 1.5 DIRECTORS AND OFFICERS IMMEDIATELY AFTER THE EFFECTIVE TIME OF THE MERGER. The directors and officers of the Surviving Corporation

thereunder to acquire any equity securities of Sulcus, the Surviving Corporation or any subsidiary of either of the foregoing.

SECTION 2.2 CONVERSION OF SAC ACQUIRING SUB SHARES. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, each issued and outstanding share of common stock, no par value, of SAC Acquiring Sub shall be converted into one share of common stock, no par value of the Surviving Corporation.

SECTION 2.3 EXCHANGE OF SULCUS CERTIFICATES.

(a) From and after the Effective Time, each holder of an outstanding certificate which immediately prior to the Effective Time represented shares of Sulcus Common Stock, shall receive in exchange therefor, upon surrender thereof to an exchange agent reasonably satisfactory to Parent (the "Exchange Agent"), a certificate or certificates representing the number of whole shares of Parent Common Stock to which such holder is entitled pursuant to Section 2.1 based on the Sulcus Exchange Ratio. Notwithstanding any other provision of this Agreement, (i) until holders or transferees of certificates representing shares of Sulcus Common Stock have surrendered them for exchange as provided herein, no dividends or other distributions shall be paid with respect to any shares represented by such certificates and no payment for fractional shares shall be made and (ii) without regard to when such certificates representing shares of Sulcus Common Stock are surrendered for exchange as provided herein, no interest shall be paid on any dividends or other distributions or any payment for fractional shares. Upon surrender of a certificate which immediately prior to the Effective Time represented shares of Sulcus Common Stock, there shall be paid to the holder of such certificate the amount of any dividends or other distributions which became payable, but which were not paid by reason of the foregoing, with respect to the number of whole shares of Parent Common Stock represented by the certificate or certificates issued upon such surrender.

(b) On the Closing Date (as hereinafter defined), Parent shall make available to the Exchange Agent, for the benefit of each holder of Sulcus Common Stock, a sufficient number of certificates representing shares of Parent Common Stock required to effect the exchanges referred to in paragraph (a) above and cash for payment of any fractional shares referred to in Section 2.4.

(c) Promptly after the Effective Time, the Exchange Agent shall mail to each holder of record of a certificate or certificates (as shown on the books of Sulcus's Exchange Agent as of the Effective Time) that immediately prior to the Effective Time represented an outstanding share of Sulcus Common Stock (individually, a "Certificate" and, collectively, the "Certificates") (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon actual delivery of the Certificates to the Exchange Agent) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for certificates representing shares of Parent Common Stock. Upon surrender of the Certificates for cancellation to the Exchange Agent, together with a duly executed letter of transmittal and such other documents as the Exchange Agent shall reasonably require, the holder of such Certificates shall receive in exchange therefor a certificate representing that number of whole shares of Parent Common Stock into which the shares of Sulcus Common Stock, heretofore represented by the Certificates so surrendered, shall have been converted pursuant to the provisions of Section 2.1 based on the Sulcus Exchange Ratio, and the Certificates so surrendered shall be canceled. The Exchange Agent shall not be entitled to vote or exercise any rights of ownership with respect to the shares of Parent Common Stock held by it from time to time hereunder, except that it shall receive and hold all dividends or other distributions paid or distributed with respect to such Parent Common Stock for the account of the persons entitled thereto.

(d) Promptly following the date which is nine months after the Effective Time, the Exchange Agent shall deliver to Parent all cash, certificates (including any Parent Common Stock) and other documents in its possession relating to the transactions described in this Agreement, and the Exchange Agent's duties shall terminate. Thereafter, any holders of Certificates shall contact Parent directly in order to exchange such Certificates for shares of Parent Common Stock.

SECTION 2.4 NO FRACTIONAL SECURITIES. Notwithstanding any other provision of this Agreement, no certificates or scrip representing less than one share of Parent Common Stock shall be issued in the Merger and no Parent Common Stock dividend, stock split or interest shall relate to any fractional security, and such fractional interests shall not entitle the owner thereof to vote or to any other rights of a security holder. In lieu of any such fractional shares, each holder of shares of Sulcus Common Stock who would otherwise have been entitled to receive a fraction of a share of Parent Common Stock upon surrender of Certificates for exchange pursuant to this Article II shall be entitled to receive from the Exchange Agent a cash payment equal to such fraction multiplied by the closing price per share of Parent Common Stock, as reported by the Wall Street Journal, as of the close of business on the business day immediately preceding the Closing Date.

SECTION 2.5 CLOSING. The closing (the "Closing") of the transactions contemplated by this Agreement shall take place simultaneously at a location mutually agreeable to Sulcus and Parent as promptly as practicable (but in any event within five business days) following the date on which the last of the conditions set forth in Article VII is fulfilled or waived, or at such other time and place as Parent and Sulcus shall agree. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date."

SECTION 2.6 CLOSING OF SULCUS TRANSFER BOOKS. At and after the Effective Time, holders of Certificates shall cease to have any rights as stockholders of Sulcus, except for the right to receive shares of Parent Common Stock pursuant to Section 2.1 and the right to receive cash for payment of fractional shares pursuant to Section 2.4. At the Effective Time, the stock transfer books of Sulcus shall be closed and no transfer of shares of Sulcus Common Stock which were outstanding immediately prior to the Effective Time shall thereafter be made. If, after the Effective Time, subject to the terms and conditions of this Agreement, Certificates are presented to Parent or the Surviving Corporation, they shall be canceled and exchanged for shares of Parent Common Stock in accordance with this Article II.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SULCUS

Sulcus represents and warrants to Parent that the following statements are true and correct as of the date hereof and shall be true and correct as of the Closing Date.

SECTION 3.1 ORGANIZATION AND QUALIFICATION. Sulcus is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. Sulcus is qualified to do business and is in good standing in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified and in good standing will not, when taken together with all other such failures, have a material adverse effect on the business, operations, properties, assets, condition (financial or other) or results of operations of Sulcus and its subsidiaries, taken as a whole (a "Sulcus Material Adverse Effect"), and copies of good standing certificates evidencing such qualification will be delivered to Parent at or prior to the Closing, in each case

bearing a date within thirty (30) days prior to the Closing Date. True, accurate and complete copies of Sulcus's Articles of Incorporation and By-laws, in each case as in effect the date hereof, including all amendments thereto, have heretofore been delivered to Parent.

SECTION 3.2 CAPITALIZATION.

(a) As of the date hereof, the authorized capital stock of Sulcus consisted of 30,000,000 shares of Sulcus Common Stock no par value and 10,000,000 shares of preferred stock, no par value per share ("SAC Preferred Stock") of which 8,000,000 shares are designated as Series A Redeemable Convertible Preferred Stock and 300,000 are designated as Series B Junior Participating Preferred Stock, no par value, and (i) approximately 17,088,834 shares of Sulcus Common Stock were issued and outstanding, all of which were validly issued and are fully paid, nonassessable and free of preemptive rights and no shares of SAC Preferred Stock were issued and outstanding, (ii) approximately 4,438,704 shares of Sulcus Common Stock were reserved for issuance pursuant to Sulcus's Stock Option Plans, and (iii) no shares of Sulcus Common Stock were reserved for issuance upon conversion of outstanding convertible debentures, outstanding convertible notes, and outstanding warrants.

(b) Except as set forth in subsection (a) above, as disclosed on Schedule 3.2(b), or as otherwise contemplated by this Agreement, there are no outstanding subscriptions, options, calls, contracts, commitments, restrictions, arrangements, rights or warrants, including any right of conversion or exchange under any outstanding security, instrument or other agreement, and also including any rights plan or other anti-takeover agreement, obligating Sulcus or any of its subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of the capital stock of Sulcus or obligating Sulcus or any of its subsidiaries to grant, extend or enter into any such agreement or commitment. Except as otherwise disclosed in the Sulcus SEC Reports, there are no voting trusts, proxies or other agreements or understandings to which Sulcus or any of its subsidiaries is a party or is bound with respect to the voting of any shares of capital stock of Sulcus.

SECTION 3.3 SUBSIDIARIES. Each direct and indirect corporate subsidiary (as hereinafter defined) of Sulcus is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. Each subsidiary of Sulcus is qualified to do business, and is in good standing, in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except in all cases where the failure to be so qualified and in good standing would not, when taken together with all such other failures, result in a Sulcus Material Adverse Effect. At or prior to Closing, copies of good standing certificates evidencing such qualification will be delivered to Parent in each case bearing a date within thirty (30) days prior to the Closing Date. All of the outstanding shares of capital stock of each corporate subsidiary of Sulcus are validly issued, fully paid, nonassessable and free of preemptive rights, and except as set forth on Schedule 3.3, are owned directly or indirectly by Sulcus, free and clear of any liens, claims or encumbrances, except that such shares are pledged to secure Sulcus's credit facilities. There are no subscriptions, options, warrants, rights, calls, contracts, voting trusts, proxies or other commitments, understandings, restrictions or arrangements relating to the issuance, sale, voting, transfer, ownership or other rights with respect to any shares of capital stock of any corporate subsidiary of Sulcus, including any right of conversion or exchange under any outstanding security, instrument or agreement. As used in this Agreement, the term "subsidiary" shall mean, when used with reference to any person or entity, any corporation, partnership, joint venture or other entity of which such person or entity (either acting alone or together with its other subsidiaries) owns, directly or indirectly, 50% or more of the capital stock or other voting interests, the holders of which are entitled to vote for the election

of a majority of the board of directors or any similar governing body of such corporation, partnership, joint venture or other entity.

SECTION 3.4 AUTHORITY; NON-CONTRAVENTION; APPROVALS.

(a) Sulcus has full corporate power and authority to enter into this Agreement and, subject to the Sulcus Stockholders' Approval (as defined in Section 6.3(a)) and the Sulcus Required Statutory Approvals (as defined in Section 3.4(c)), to consummate the transactions contemplated hereby. This Agreement has been approved by the Board of Directors of Sulcus and no other corporate proceeding on the part of Sulcus is necessary to authorize the execution and delivery of this Agreement and, except for the Sulcus Stockholders' Approval, the consummation by Sulcus of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Sulcus, and, assuming the due authorization, execution and delivery hereof by the other parties hereto, constitutes a valid and legally binding agreement of Sulcus, enforceable against it in accordance with its terms, except that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and (ii) general equitable principles.

(b) The execution and delivery of this Agreement by Sulcus does not violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Sulcus or any of its subsidiaries under any of the terms, conditions or provisions of (i) the respective charters or by-laws of Sulcus or any of its subsidiaries, (ii) other than as provided in Section 3.4(c), any statute, law, ordinance, rule, regulation, judgment, decree, order, injunction, writ, permit or license of any court or governmental authority applicable to Sulcus or any of its subsidiaries or any of their respective properties or assets or (iii) except as set forth in Schedule 3.4(b), any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument, obligation or agreement of any kind to which Sulcus or any of its subsidiaries is now a party or by which Sulcus or any of its subsidiaries or any of their respective properties or assets may be bound or affected. The consummation by Sulcus of the transactions contemplated hereby will not, in reliance upon the representation of Parent set forth in Section 4.11, result in any violation, conflict, breach, termination, acceleration or creation of liens under any of the terms, conditions or provisions described in clauses (i) through (iii) of the preceding sentence, subject: (A) in the case of the terms, conditions or provisions described in clause (ii) above, to obtaining (prior to the Effective Time) the Sulcus Required Statutory Approvals and the Sulcus Stockholder's Approval and (B) in the case of the terms, conditions or provisions described in clause (iii) above, to obtaining (prior to the Effective Time) consents required from commercial lenders, lessors or other third parties. Excluded from the foregoing sentences of this paragraph (b), insofar as they apply to the terms, conditions or provisions described in clauses (ii) and (iii) of the first sentence of this paragraph (b) (and whether resulting from such execution and delivery or consummation), are such violations, conflicts, breaches, defaults, terminations, accelerations or creations of liens, security interests, charges or encumbrances that would not, in the aggregate, result in a Sulcus Material Adverse Effect.

(c) In reliance upon the representation of Parent set forth in Section 4.11, except for (i) the filing of the Registration Statement and Joint Proxy Statement/ Prospectus (as such terms are defined in Section 3.7) with the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Securities Act of 1933, as amended (the "Securities Act"), and the declaration of the effectiveness thereof by the SEC and filings with or approvals from various state blue sky authorities, (ii) the making of the Merger Filing with the Secretary of State of the State of Pennsylvania in connection with the

Merger, and (iii) any required filings with or approvals from NASDAQ or AMEX (the filings and approvals referred to in clauses (i) through (iii) are collectively referred to as the "Sulcus Required Statutory Approvals"), no declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Sulcus or the consummation by Sulcus of the transactions contemplated hereby, other than such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not made or obtained, as the case may be, would not, in the aggregate, result in a Sulcus Material Adverse Effect.

SECTION 3.5 REPORTS AND FINANCIAL STATEMENTS. Since January 1, 1995, Sulcus has filed with the SEC all forms, statements, reports and documents (including all exhibits, post-effective amendments and supplements thereto) required to be filed by it under each of the Securities Act, the Exchange Act and the respective rules and regulations thereunder, all of which, as amended if applicable, complied when filed in all material respects with all applicable requirements of the appropriate act and the rules and regulations thereunder. No subsidiary of Sulcus is required to file any form, report or other document with the SEC. Sulcus has previously made available to Parent, via its EDGAR filings where available, copies (including all exhibits, post-effective amendments and supplements thereto) of its (a) Annual Reports on Form 10-K for the fiscal year ended December 1997 and for the two immediately preceding fiscal years, as filed with the SEC, (b) proxy and information statements relating to (i) all meetings of its stockholders (whether annual or special) and (ii) actions by written consent in lieu of a stockholders' meeting, from January 1, 1995 until the date hereof, and (c) all other reports, including quarterly reports, and registration statements filed by Sulcus with the SEC since January 1, 1995 (the documents referred to in clauses (a), (b) and (c) are collectively referred to as the "Sulcus SEC Reports"). As of their respective dates, the Sulcus SEC Reports did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The audited financial statements for the fiscal year ended December 1997 and the two prior fiscal years, and the unaudited consolidated financial statements of Sulcus included in Sulcus's Quarterly Report on Form 10-Q for the six month period ended June 30, 1998 (collectively, the "Sulcus Financial Statements"), have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto) and fairly present the financial position of Sulcus and its subsidiaries as of the dates thereof and the results of their operations and changes in financial position for the periods then ended.

SECTION 3.6 ABSENCE OF CERTAIN CHANGES OR EVENTS. Since June 30, 1998 except as disclosed on Schedule 3.6. there has not been (a) any change that would result in a Sulcus Material Adverse Effect except for changes that affect the industries in which Sulcus and its subsidiaries operate generally, (b) any event or occurrence which, insofar as can be reasonably foreseen, would in the future result in a Sulcus Material Adverse Effect, and (c) any entry into a commitment or transaction material to Sulcus and its subsidiaries taken as a whole (including, without limitation, any merger, acquisition, borrowing of money or sales of assets), except in the ordinary course of business consistent with past practice.

SECTION 3.7 REGISTRATION STATEMENT AND PROXY STATEMENT. None of the information to be supplied by Sulcus or its subsidiaries for inclusion in (a) the Registration Statement on Form S-4 to be filed under the Securities Act with the SEC in connection with the Merger for the purpose of registering the shares of Parent Common Stock to be issued in the Merger (the "Registration Statement") or (b) the proxy statement to be distributed in connection with Sulcus's and Parent's meetings of their respective stockholders to vote upon this Agreement and the transactions contemplated hereby (the "Proxy Statement" and, together with the prospectus included in the Registration Statement, the "Joint Proxy Statement/Prospectus") will, in the case of the Proxy Statement or any amendments thereof or supplements thereto, at the time

of the mailing of the Proxy Statement and any amendments or supplements thereto, and at the time of the meetings of stockholders of Parent and Sulcus to be held in connection with the transactions contemplated by this Agreement, or, in the case of the Registration Statement, as amended or supplemented, at the time it becomes effective and at the time of such meetings of the stockholders of Parent and Sulcus, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. The Joint Proxy Statement/Prospectus will, as of its mailing date, comply as to form in all material respects with all applicable laws, including the provisions of the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, except that no representation is made by Sulcus with respect to information supplied by Parent or the stockholders of Parent for inclusion therein.

SECTION 3.8 REORGANIZATION AND POOLING OF INTERESTS. None of Sulcus or its subsidiaries has willfully taken or agreed to or intends to take any action or has any knowledge of any fact or circumstance that would prevent the Merger from (a) constituting a reorganization within the meaning of Section 368(a) of the Code or (b) being treated for financial accounting purposes as a "pooling of interests" in accordance with generally accepted accounting principles and the rules, regulations and interpretations of the SEC (a "Pooling Transaction"). As of the date hereof, other than directors and officers of Sulcus, to the knowledge of Sulcus, there are no "affiliates" of Sulcus, as that term is used in paragraphs (c) and (d) of Rule 145 under the Securities Act.

SECTION 3.9 BROKERS AND FINDERS. Except for the fees and expenses payable to Broadview Int'l LLC, which fees are reflected in its agreement with Sulcus, Sulcus has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Sulcus to pay any finder's fees, brokerage or agent commissions or other like payments in connection with the transactions contemplated hereby. Except for the fees and expenses paid or payable to Broadview Int'l LLC, there is no claim for payment by Sulcus of any investment banking fees, finder's fees, brokerage or agent commissions or other like payments in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

SECTION 3.10 OPINION OF FINANCIAL ADVISOR. The financial advisor of Sulcus, Broadview Int'l LLC, has rendered an opinion to the Board of Directors of Sulcus to the effect that the Sulcus Exchange Ratio is fair to the holders of Sulcus Common Stock from a financial point of view; it being understood and acknowledged by Sulcus that such opinion has been rendered for the benefit of the Board of Directors of Sulcus and is not intended to, and may not, be relied upon by Parent, its affiliates or their respective subsidiaries.

SECTION 3.11 RIGHTS AGREEMENT. The Rights Agreement of Sulcus, dated as of January 30, 1998, will be inapplicable to the transactions contemplated herein.

SECTION 3.12 INTELLECTUAL PROPERTY.

(a) Sulcus owns or is licensed or otherwise possesses legally enforceable rights, directly or through its subsidiaries, under all patents and patent applications known to be necessary to operate its business in the ordinary course and has the right to use all trademarks, trade names, service marks, copyrights and any applications for such trademarks, trade names, service marks and copyrights, schematics, technology, know-how, computer software programs or applications and tangible or intangible proprietary information or material (collectively, the "Intellectual Property") that are reasonably necessary to conduct its business as currently conducted or as currently planned by Sulcus to be conducted and, except as qualified by or disclosed in Schedule 3.12, is aware of no intellectual property right of any third party that may

prevent Sulcus or its subsidiaries from conducting its business as currently conducted or as planned by Sulcus to be conducted.

(b) Neither Sulcus nor any of its subsidiaries is, nor will any of them be as a result of the execution and delivery of this Agreement or the performance of Sulcus's obligations under this Agreement, knowingly infringing upon any Intellectual Property rights of others or in breach of any license, sublicense or other agreement relating to the Intellectual Property or third party Intellectual Property rights, except as qualified by or disclosed in Schedule 3.12.

(c) Except as set forth in Schedule 3.12, neither Sulcus nor any of its subsidiaries has been named in any suit, action or proceeding which involves a claim of infringement of any Intellectual Property right of any third party. The manufacturing, marketing, licensing or sale of the products or performance of the service offerings of Sulcus and its subsidiaries relating to the conduct of its business consistent with past practice does not infringe upon any Intellectual Property right of any third party; and to the knowledge of Sulcus and its subsidiaries, the Intellectual Property rights of Sulcus and its subsidiaries are not knowingly being infringed by activities, products or services of any third party.

SECTION 3.13 SIZE OF PERSON TEST. For purposes of the complying with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended ("HSR Act"), as of the date of Sulcus's last regularly prepared balance sheet and annual statement of income, Sulcus had neither "annual net sales" nor "total assets" (as such terms are defined in the HSR Act and the rules and regulations promulgated thereunder), with a value of at least one hundred million (\$100,000,000) dollars.

SECTION 3.14 APPRAISAL RIGHTS. No holders of Sulcus Common Stock are entitled to dissenters or appraisal rights under the PBCL as a result of the transactions contemplated in this Agreement.

SECTION 3.15 DISCLOSURE. To Sulcus's knowledge, the representations and warranties of Sulcus in this Agreement do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT AND SAC ACQUIRING SUB

Parent and SAC Acquiring Sub jointly and severally represent and warrant to Sulcus, that the following statements are true and correct as of the date hereof and shall be true and correct as of the Closing Date.

SECTION 4.1 ORGANIZATION AND QUALIFICATION. Each of Parent and SAC Acquiring Sub is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. Each of Parent and SAC Acquiring Sub is qualified to do business and is in good standing in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified and in good standing will not, when taken together with all other such failures, have a material adverse effect on the business, operations, properties, assets, condition (financial or other) or results of operations of Parent and its subsidiaries, taken as a whole (a "Parent Material Adverse Effect"), and copies of good standing certificates evidencing such qualification will be delivered to Sulcus at or prior to the Closing, in each case bearing a date within thirty (30) days

prior to the Closing Date. True, accurate and complete copies of Parent's Articles of Incorporation and By-laws, in each case as in effect the date hereof, including all amendments thereto, have heretofore been delivered to Sulcus.

SECTION 4.2 CAPITALIZATION.

(a) As of the date hereof, the authorized capital stock of Parent consisted of 50,000,000 shares of Parent Common Stock and 970,000 shares of preferred stock, par value \$.01 per share ("Parent Preferred Stock"), and (i) approximately 13,039,938 shares of Parent Common Stock were issued and outstanding, all of which were validly issued and are fully paid, nonassessable and free of preemptive rights, (ii) no shares of Parent Preferred Stock were issued and outstanding, (iii) approximately 2,752,993 shares of Parent Common Stock were reserved for issuance pursuant to Parent's Stock Option Plans, (iv) approximately 551,785 shares of Parent Common Stock were reserved for issuance upon exercise of outstanding warrants and options not issued under Parent's Stock Option Plans, and (v) no shares of Parent Common Stock were reserved for issuance upon conversion of outstanding convertible debentures and outstanding convertible notes.

(b) Except as set forth in subsection (a) above or as otherwise contemplated by this Agreement, there are no outstanding subscriptions, options, calls, contracts, commitments, restrictions, arrangements, rights or warrants, including any right of conversion or exchange under any outstanding security, instrument or other agreement and also including any rights plan or other anti-takeover agreement, obligating Parent or any of its subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of the capital stock of Parent or obligating Parent or any of its subsidiaries to grant, extend or enter into any such agreement or commitment. Except as otherwise disclosed in the Parent SEC Reports, there are no voting trusts proxies or other agreements or understandings to which Parent or any of its subsidiaries is a party or is bound with respect to the voting of any shares of capital stock of Parent.

SECTION 4.3 SUBSIDIARIES. Each direct and indirect corporate subsidiary (as hereinafter defined) of Parent is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. Each subsidiary of Parent is qualified to do business, and is in good standing, in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except in all cases where the failure to be so qualified and in good standing would not, when taken together with all such other failures, result in a Parent Material Adverse Effect. At or prior to Closing, copies of good standing certificates evidencing such qualification will be delivered to Sulcus in each case bearing a date within thirty (30) days prior to the Closing Date. All of the outstanding shares of capital stock of each corporate subsidiary of Parent are validly issued, fully paid, nonassessable and free of preemptive rights, and are owned directly or indirectly by Parent, free and clear of any liens, claims or encumbrances, except that such shares are pledged to secure Parent's credit facilities. There are no subscriptions, options, warrants, rights, calls, contracts, voting trusts, proxies or other commitments, understandings, restrictions or arrangements relating to the issuance, sale, voting, transfer, ownership or other rights with respect to any shares of capital stock of any corporate subsidiary of Parent, including any right of conversion or exchange under any outstanding security, instrument or agreement.

SECTION 4.4 AUTHORITY; NON-CONTRAVENTION; APPROVALS.

(a) Each of Parent and SAC Acquiring Sub has full corporate power and authority to enter into this Agreement and, subject to the Parent Stockholders' Approval (as defined in Section 6.3(b)) and the Parent Required Statutory Approvals (as defined in Section 4.4(c)), to

consummate the transactions contemplated hereby. This Agreement has been approved by the Board of Directors of each of Parent and SAC Acquiring Sub and no other corporate proceeding on the part of Parent or SAC Acquiring Sub is necessary to authorize the execution and delivery of this Agreement and, except for the Parent Stockholders' Approval, the consummation by Parent and SAC Acquiring Sub of the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of Parent and SAC Acquiring Sub, and, assuming the due authorization, execution and delivery hereof by the other parties hereto, constitutes a valid and legally binding agreement of each of Parent and SAC Acquiring Sub, enforceable against each in accordance with its terms, except that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and (ii) general equitable principles.

(b) The execution and delivery of this Agreement by each of Parent and SAC Acquiring Sub does not violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Parent or any of its subsidiaries under any of the terms, conditions or provisions of (i) the respective charters or by-laws of Parent or any of its subsidiaries, (ii) other than as provided in Section 4.4(c), any statute, law, ordinance, rule, regulation, judgment, decree, order, injunction, writ, permit or license of any court or governmental authority applicable to Parent or any of its subsidiaries or any of their respective properties or assets or (iii) except as set forth in Schedule 4.4(b), any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument, obligation or agreement of any kind to which Parent or any of its subsidiaries is now a party or by which Parent or any of its subsidiaries or any of their respective properties or assets may be bound or affected. The consummation by each of Parent and SAC Acquiring Sub of the transactions contemplated hereby will not, in reliance upon the representation of Sulcus set forth in Section 3.13, result in any violation, conflict, breach, termination, acceleration or creation of liens under any of the terms, conditions or provisions described in clauses (i) through (iii) of the preceding sentence, subject (A) in the case of the terms, conditions or provisions described in clause (ii) above, to obtaining (prior to the Effective Time) the Parent Required Statutory Approvals and the Parent Stockholder's Approval and (B) in the case of the terms, conditions or provisions described in clause (iii) above, to obtaining (prior to the Effective Time) consents required from commercial lenders, lessors or other third parties. Excluded from the foregoing sentences of this paragraph (b), insofar as they apply to the terms, conditions or provisions described in clauses (ii) and (iii) of the first sentence of this paragraph (b) (and whether resulting from such execution and delivery or consummation), are such violations, conflicts, breaches, defaults, terminations, accelerations or creations of liens, security interests, charges or encumbrances that would not, in the aggregate, result in a Parent Material Adverse Effect.

(c) In reliance upon the representation of Sulcus set forth in Section 3.13, except for (i) the filing of the Registration Statement and Joint Proxy Statement/ Prospectus with the SEC pursuant to the Exchange Act and the Securities Act, and the declaration of the effectiveness thereof by the SEC and filings with various or approvals from state blue sky authorities, (ii) the making of the Merger Filing with the Secretary of State of the State of Pennsylvania in connection with the Merger, and (iii) any required filings with or approvals from the NASDAQ or AMEX (the filings and approvals referred to in clauses (i) through (iii) are collectively referred to as the "Parent Required Statutory Approvals"), no declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Parent or the consummation by Parent of the transactions contemplated hereby, other than such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not made or

obtained, as the case may be, would not, in the aggregate, result in a Parent Material Adverse Effect.

SECTION 4.5 REPORTS AND FINANCIAL STATEMENTS. Since January 1, 1995, Parent has filed with the SEC all forms, statements, reports and documents (including all exhibits, post-effective amendments and supplements thereto) required to be filed by it under each of the Securities Act, the Exchange Act and the respective rules and regulations thereunder, all of which, as amended if applicable, complied when filed in all material respects with all applicable requirements of the appropriate act and the rules and regulations thereunder. No subsidiary of Parent is required to file any form, report or other document with the SEC. Parent has previously made available to Sulcus, via its EDGAR filings where available, copies (including all exhibits, post-effective amendments and supplements thereto) of its (a) Annual Reports on Form 10-K for the year ended December 31, 1997 and for the two immediately preceding fiscal years, as filed with the SEC, (b) proxy and information statements relating to (i) all meetings of its stockholders (whether annual or special) and (ii) actions by written consent in lieu of a stockholders' meeting, from January 1, 1995 until the date hereof, and (c) all other reports, including quarterly reports, and registration statements filed by Parent with the SEC since January 1, 1995 (the documents referred to in clauses (a), (b) and (c) are collectively referred to as the "Parent SEC Reports"). As of their respective dates, the Parent SEC Reports did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The audited financial statements for the fiscal year ended December 1997 and the two prior fiscal years, and the unaudited consolidated financial statements of Parent included in Parent's Quarterly Report on Form 10-Q for the six month period ended June 30, 1998 (collectively, the "Parent Financial Statements"), have been prepared in accordance with generally accepted accounting principles applied on a consistent basis (except as may be indicated therein or in the notes thereto) and fairly present the financial position of Parent and its subsidiaries as of the dates thereof and the results of their operations and changes in financial position for the periods then ended.

SECTION 4.6 ABSENCE OF CERTAIN CHANGES OR EVENTS. Since June 30, 1998, there has not been (a) any change that would result in a Parent Material Adverse Effect, except for changes that affect the industries in which Parent and its subsidiaries operate generally, (b) any event or occurrence which, insofar as can be reasonably foreseen, would in the future result in a Parent Material Adverse Effect, and (c) except as described in the Parent Form 8-K (and its Exhibits) filed on September 25, 1998, any entry into a commitment or transaction material to Parent and its subsidiaries taken as a whole (including, without limitation, any merger, acquisition, borrowing of money or sales of assets), except in the ordinary course of business consistent with past practice.

SECTION 4.7 REGISTRATION STATEMENT AND PROXY STATEMENT. None of the information to be supplied by Parent or its subsidiaries for inclusion in (a) the Registration Statement or (b) Joint Proxy Statement/Prospectus will, in the case of the Proxy Statement or any amendments thereof or supplements thereto, at the time of the mailing of the Proxy Statement and any amendments or supplements thereto, and at the time of the meetings of stockholders of Parent and Sulcus to be held in connection with the transactions contemplated by this Agreement, or, in the case of the Registration Statement, as amended or supplemented, at the time it becomes effective and at the time of such meetings of the stockholders of Sulcus and Parent, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. The Joint Proxy Statement/Prospectus will, as of its mailing date, comply as to form in all material respects with all applicable laws, including the provisions of the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, except that no representation is made by Parent

with respect to information supplied by Sulcus or the stockholders of Sulcus for inclusion therein.

SECTION 4.8 REORGANIZATION AND POOLING OF INTERESTS. None of Parent or its subsidiaries has taken or agreed or intends to take any action or has any knowledge of any fact or circumstance that would prevent the Merger from (a) constituting a reorganization within the meaning of Section 368(a) of the Code or (b) being treated for financial accounting purposes as a Pooling Transaction.

SECTION 4.9 BROKERS AND FINDERS. Parent has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Parent to pay any finder's fees, brokerage or agent commissions or other like payments in connection with the transactions contemplated hereby.

SECTION 4.10 INTELLECTUAL PROPERTY.

(a) Parent owns or is licensed or otherwise possesses legally enforceable rights, directly or through its subsidiaries, known to be necessary to operate its business in the ordinary course and has the right to use all Intellectual Property that is reasonably necessary to conduct its business as currently conducted or as currently planned by Parent to be conducted and, except as qualified by or disclosed in Schedule 4.10, is aware of no Intellectual Property right of any third party that may prevent Parent or its subsidiaries from conducting its business as currently conducted or as planned by Parent to be conducted.

(b) Neither Parent nor any of its subsidiaries is, nor will any of them be as a result of the execution and delivery of this Agreement or the performance of Parent's obligations under this Agreement, knowingly infringing upon any intellectual property rights of others or in breach of any license, sublicense or other agreement relating to the Intellectual Property or third party Intellectual Property rights, except as qualified by or disclosed in Schedule 4.10.

(c) Except as set forth in Schedule 4.10, neither Parent nor any of its subsidiaries has been named in any suit, action or proceeding which involves a claim of infringement of any Intellectual Property right of any third party. The manufacturing, marketing, licensing or sale of the products or performance of the service offerings of Parent and its subsidiaries relating to the conduct of its business consistent with past practice does not infringe upon any Intellectual Property right of any third party; and to the knowledge of Parent and its subsidiaries, the Intellectual Property rights of Parent and its subsidiaries are not knowingly being infringed by activities, products or services of any third party.

SECTION 4.11 SIZE OF PERSON TEST. For purposes of the complying with the HSR Act, as of the date of Parent's last regularly prepared balance sheet and annual statement of income, Parent had neither "annual net sales" nor "total assets" (as such terms are defined in the HSR Act and the rules and regulations promulgated thereunder), with a value of at least one hundred million (\$100,000,000) dollars.

SECTION 4.12 DISCLOSURE. To the knowledge of Parent and SAC Acquiring Sub, the representations and warranties of Parent and SAC Acquiring Sub in this Agreement do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not misleading.

ARTICLE V

CONDUCT OF BUSINESS PENDING THE MERGER

SECTION 5.1 CONDUCT OF BUSINESS BY PARENT AND SULCUS PENDING THE MERGER. Except as otherwise contemplated by this Agreement, after the date hereof and prior to the Closing Date or earlier termination of this Agreement, unless the Companies shall otherwise agree in writing, each of the Companies shall, and shall cause each of their subsidiaries to:

(a) conduct their respective businesses in the ordinary and usual course of business and consistent with past practice;

(b) not (i) amend or propose to amend their respective Articles of Incorporation or By-laws, (ii) split, combine or reclassify their outstanding capital stock, (iii) declare, set aside or pay any dividend or distribution payable in cash, stock, property or otherwise, except for the payment of dividends or distributions to a Company by a wholly-owned subsidiary of such Company, or (iv) repurchase any shares of their outstanding capital stock;

(c) not issue, sell, pledge or dispose of, or agree to issue, sell, pledge or dispose of, any additional shares of, or any options, warrants or rights of any kind to acquire any shares of, their capital stock of any class or any debt or equity securities convertible into or exchangeable for such capital stock, except that each Company may (i) grant options to non-executive employees and (ii) issue shares upon the exercise of outstanding options and warrants or pursuant to existing agreements;

(d) not (i) assume, incur or become contingently liable with respect to any indebtedness for borrowed money other than (A) borrowings in the ordinary course of business (other than pursuant to credit facilities) or borrowings under the existing credit facilities of each Company (the "Existing Credit Facilities") up to the existing borrowing limit on the date hereof or (B) borrowings to refinance existing indebtedness on terms which are reasonably acceptable to the other Company, (ii) redeem, purchase, acquire or offer to purchase or acquire any shares of its capital stock or any options, warrants or rights to acquire any of its capital stock or any security convertible into or exchangeable for its capital stock other than pursuant to an employee stock incentive plan of a Company, (iii) take any action that would jeopardize the treatment of the Merger as a pooling of interests under Opinion No. 16 of the Accounting Principles Board ("APB No. 16"), (iv) take or fail to take any action which action or failure to take action would cause either Company or their stockholders (except to the extent that any stockholders receive cash in lieu of fractional shares) to recognize gain or loss for federal income tax purposes as a result of the consummation of the Merger or would otherwise cause the Merger not to qualify as a reorganization under Section 368(a) of the Code, (v) make any acquisition of any assets or businesses other than expenditures for current assets in the ordinary course of business and expenditures for fixed or capital assets in the ordinary course of business and (vi) sell, pledge, dispose of or encumber any material assets or businesses, or enter into any binding contract, agreement, commitment or arrangement with respect to any of the foregoing;

(e) use all reasonable efforts to preserve intact their respective business organizations and goodwill, keep available the services of their respective present officers and key employees, and preserve the goodwill and business relationships with customers and others having business relationships with them and not engage in any action, directly or indirectly, with the intent to adversely impact the transactions contemplated by this Agreement;

(f) subject to restrictions imposed by applicable law, confer with one or more representatives of the other Company to report operational matters of materiality and the general status of ongoing operations;

(g) not enter into or amend any employment, severance, special pay arrangement with respect to termination of employment or other similar arrangements or agreements with any directors, officers or key employees, except in the ordinary course and consistent with past practice;

(h) not adopt, enter into or amend any pension or retirement plan, trust or fund, except as required to comply with changes in applicable law and not adopt, enter into or amend in any material respect any bonus, profit sharing, compensation, stock option, deferred compensation, health care, employment or other employee benefit plan, agreement, trust, fund or arrangement for the benefit or welfare of any employees or retirees generally, other than in the ordinary course of business;

(i) use commercially reasonable efforts to maintain with financially responsible insurance companies insurance on its tangible assets and its businesses in such amounts and against such risks and losses as are consistent with past practice; and

(j) not make, change or revoke any material tax election or make any material agreement or settlement regarding taxes with any taxing authority.

SECTION 5.2 ACQUISITION TRANSACTIONS.

(a) After the date hereof and prior to the Effective Time or earlier termination of this Agreement, absent prior written consent from the other party, each Company shall not, and shall not permit any of its subsidiaries to, initiate, solicit, negotiate, encourage or provide confidential information to facilitate, and each Company shall use its reasonable efforts to cause any officer, director, affiliate or employee of a Company, or any attorney, accountant, investment banker, financial advisor or other agent retained by it or any of its subsidiaries, not to, directly or indirectly, initiate, solicit, negotiate, encourage or provide non-public or confidential information to facilitate, any proposal or offer to acquire all or any substantial part of the business or properties of either Company or any capital stock of either Company (other than in connection with this Agreement or as required by law or a court order), whether by merger, purchase of assets, tender offer, share exchange, business combination or otherwise, whether for cash, securities or any other consideration or combination thereof (any such transactions being referred to herein as an "Acquisition Transaction").

(b) Notwithstanding paragraph (a) above or anything to the contrary in this Agreement, (i) Sulcus may, in response to an unsolicited written offer or proposal with respect to a potential or proposed Acquisition Transaction ("Acquisition Proposal") which Sulcus's Board of Directors determines, in good faith and after consultation with its independent financial advisor, would result (if consummated pursuant to its terms) in an Acquisition Transaction more favorable to its stockholders than the Merger (any such offer or proposal being referred to as a "Superior Proposal"), furnish (subject to the execution of a confidentiality agreement substantially similar to the confidentiality provisions of this agreement), confidential or non-public information to a financially capable corporation, partnership, person or other entity or group (a "Potential Acquirer") and negotiate with such Potential Acquirer if the Board of Directors, after consulting with its outside legal counsel, determines in good faith that the failure to provide such confidential or non-public information to or negotiate with such Potential Acquirer would be reasonably likely to constitute a breach of its fiduciary duty to the Sulcus stockholders and (ii) Sulcus's Board of Directors may comply with Rule 14e-2 under the Exchange Act in connection with an Acquisition Proposal. It is understood and agreed that

negotiations and other activities conducted in accordance with this paragraph (b) shall not constitute a violation of paragraph (a) of this Section 5.2.

(c) After the date hereof and prior to the Effective Time or earlier termination of this Agreement, Sulcus shall promptly notify Parent after receipt of any Acquisition Proposal or offer to acquire all or any substantial part of the business, properties or capital stock of Sulcus, whether by merger, purchase of assets, tender offer, share exchange, business combination or otherwise, whether for cash, securities or any other consideration or combination thereof and shall indicate in reasonable detail the identity of the offeror and the terms and conditions of such proposal or offer.

(d) After the date hereof and prior to the Effective Time or earlier termination of this Agreement, Parent shall promptly notify Sulcus after receipt of any Acquisition Proposal or offer to acquire all or any substantial part of the business, properties or capital stock of Parent, whether by merger, purchase of assets, tender offer, share exchange, business combination or otherwise, whether for cash, securities or any other consideration or combination thereof and shall indicate in reasonable detail the identity of the offeror and the terms and conditions of such proposal or offer.

ARTICLE VI

ADDITIONAL AGREEMENTS

SECTION 6.1 ACCESS TO INFORMATION.

(a) Subject to applicable law, Sulcus and its subsidiaries shall afford to Parent and its respective accountants, counsel, financial advisors and other representatives (the "Parent Representatives") and Parent and its subsidiaries shall afford to Sulcus and its accountants, counsel, financial advisors and other representatives (the "Sulcus Representatives") full access during normal business hours with reasonable notice throughout the period prior to the Effective Time to all of their respective properties, books, contracts, commitments and records (including, but not limited to, tax returns) and, during such period, shall furnish promptly to one another (i) a copy of each report, schedule and other document filed or received by any of them pursuant to the requirements of federal or state securities laws or filed by any of them with the SEC in connection with the transactions contemplated by this Agreement and (ii) such other information concerning their respective businesses, properties and personnel as either Company shall reasonably request; provided, however, that no investigation pursuant to this Section 6.1 shall amend or modify any representations or warranties made herein or the conditions to the obligations of the respective parties to consummate the Merger. Sulcus and its subsidiaries shall hold and shall use their reasonable best efforts to cause the Sulcus Representatives to hold, and Parent and its subsidiaries shall hold and shall use their reasonable best efforts to cause Parent Representatives to hold, in strict confidence all nonpublic documents and information furnished to each Company, in connection with the transactions contemplated by this Agreement, except that (i) Sulcus and Parent may disclose such information as may be necessary in connection with seeking the Sulcus Required Statutory Approvals, Sulcus Stockholders' Approval, Parent Required Statutory Approvals and Parent Stockholders' Approval and (ii) each of Sulcus and Parent may disclose any information that it is required by law or judicial or administrative order to disclose.

(b) In the event that this Agreement is terminated in accordance with its terms, each Company shall promptly redeliver to the other all nonpublic written material provided pursuant to this Section 6.1 and shall not retain any copies, extracts or other reproductions in whole or in part of such written material. In such event, all documents, memoranda, notes and other writings prepared by a Company based on the information in such material shall be destroyed (and each

Company shall use their respective reasonable best efforts to cause their advisors and representatives to similarly destroy their documents, memoranda and notes), and such destruction (and reasonable best efforts) shall be certified in writing by an authorized officer supervising such destruction.

SECTION 6.2 REGISTRATION STATEMENT AND PROXY STATEMENT. Parent shall file with the SEC as soon as is reasonably practicable after the date hereof the Registration Statement and shall use all reasonable efforts to have the Registration Statement declared effective by the SEC as promptly as practicable. Parent shall also take any action required to be taken under applicable state blue sky or securities laws in connection with the issuance of Parent Common Stock pursuant hereto and shall use all reasonable efforts to obtain required approvals and clearance with respect thereto. Parent, SAC Acquiring Sub and Sulcus shall promptly furnish to each other all information, and take such other actions, as may reasonably be requested in connection with any action by any of them in connection with the preceding sentence. The information provided and to be provided by Parent and Sulcus, respectively, for use in the Joint Proxy Statement/Prospectus shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

SECTION 6.3 STOCKHOLDERS' APPROVALS.

(a) Subject to the fiduciary duties of the Board of Directors of Sulcus under applicable law, Sulcus shall, as promptly as practicable, submit this Agreement and the transactions contemplated hereby for the approval of its stockholders at a meeting of stockholders and shall use its best efforts to obtain stockholder approval and adoption (the "Sulcus Stockholders' Approval") of this Agreement and the transactions contemplated hereby. Subject to the fiduciary duties of the Board of Directors of Sulcus under applicable law, such meeting of stockholders shall be held as soon as practicable following the date upon which the Registration Statement becomes effective. Subject to the fiduciary duties of the Board of Directors of Sulcus under applicable law, Sulcus shall, through its Board of Directors, recommend to its stockholders approval of the transactions contemplated by this Agreement.

(b) Subject to the fiduciary duties of the Board of Directors of Parent under applicable law, Parent shall, as promptly as practicable, submit this Agreement and the transactions contemplated hereby for the approval of its stockholders at a meeting of stockholders and shall use its best efforts to obtain stockholder approval and adoption (the "Parent Stockholders' Approval") of this Agreement and the transactions contemplated hereby. Subject to the fiduciary duties of the Board of Directors of Parent under applicable law, such meeting of stockholders shall be held as soon as practicable following the date upon which the Registration Statement becomes effective. Subject to the fiduciary duties of the Board of Directors of Parent under applicable law, Parent shall, through its Board of Directors, recommend to its stockholders approval of the transactions contemplated by this Agreement.

SECTION 6.4 COMPLIANCE WITH THE SECURITIES ACT. At or prior to the Closing Date, Sulcus shall use its reasonable efforts to cause any person whom counsel for Parent reasonably determines is an "affiliate" of Sulcus (as that term is used in paragraphs (c) and (d) of Rule 145 under the Securities Act ("Rule 145"), to deliver to Parent, a written agreement (an "Affiliate Agreement") to the effect that such person will not offer to sell, sell or otherwise dispose of any shares of Parent Common Stock issued in the Merger, except, in each case, pursuant to an effective registration statement or in compliance with Rule 145, as amended from time to time, or in a transaction which, in the opinion of legal counsel satisfactory to Parent, is exempt from the registration requirements of the Securities Act and, in any case, until after the results covering 30 days of post-Merger combined operations of Sulcus and Parent have been filed with the SEC, sent to stockholders of Parent or otherwise publicly issued, except as

otherwise permitted by Staff Accounting Bulletin No. 76 issued by the SEC. As soon as is reasonably practicable but in no event later than 45 days after the end of the first fiscal quarter of Parent ending at least 30 days after the Effective Time, Parent will publish results including at least 30 days of combined operations of Parent and Sulcus as referred to in the written agreements provided for by this Section 6.4.

SECTION 6.5 EXPENSES AND FEES.

(a) All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses, except that those expenses incurred in connection with printing and filing the Registration Statement and the Joint Proxy Statement/Prospectus shall be shared equally by Parent and Sulcus.

(b) Sulcus agrees to pay Parent a fee equal to \$2,000,000 if Sulcus terminates this Agreement pursuant to clauses (iv) or (v) of Section 8.1(a), or if Parent terminates this Agreement pursuant to clause (v) of Section 8.1(b), and a fee of \$250,000 if Parent terminates this Agreement pursuant to clause (vi) of Section 8.1(b) or Sulcus terminates this Agreement pursuant to clause (vi) of Section 8.1(a); provided, however, no liability under this Section 6.5(b) will exist if Sulcus terminates pursuant to Section 8.1(a)(vi), so long as on the date of the vote described in Section 8.1(a)(vi) (the "Approval Date"), the circumstance described in Section 8.1(a)(ix) would exist, assuming that the Approval Date were substituted for the Effective Date.

(c) Parent agrees to pay Sulcus a fee equal to \$2,000,000 if Sulcus terminates this Agreement pursuant to clause (vii) of Section 8.1(a) and a fee of \$250,000 if Parent terminates this Agreement pursuant to clause (iv) of Section 8.1(b) or Sulcus terminates this Agreement pursuant to clause (viii) of Section 8.1(a).

(d) The fees set forth in Sections 6.5(b) and (c) shall constitute the sole and exclusive remedy for any loss, liability, damage or claim arising out of or in connection with any nonperformance of a covenant, breach, failure of a condition precedent or termination of this Agreement.

SECTION 6.6 AGREEMENT TO COOPERATE.

(a) Subject to the terms and conditions herein provided and subject to the fiduciary duties of the respective Boards of Directors of each Company, each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, including using its reasonable efforts to obtain all necessary or appropriate waivers, consents or approvals of third parties required in order to preserve material contractual relationships of each Company and their respective subsidiaries, all necessary or appropriate waivers, consents and approvals and SEC "no-action" letters to effect all necessary registrations, filings and submissions and to lift any injunction or other legal bar to the Merger (and, in such case, to proceed with the Merger as expeditiously as possible).

(b) In the event any litigation is commenced by any person or entity relating to the transactions contemplated by this Agreement, either party shall have the right, at its own expense, to participate therein, and each Company will not settle any such litigation without the consent of the other, which consent will not be unreasonably withheld.

(c) In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and/or directors of Parent, Sulcus and the Surviving Corporation shall take all such necessary action.

(d) Following the Effective Time of the Merger, Parent shall conduct its business, and shall cause the Surviving Corporation to conduct its business, in a manner which would not jeopardize the characterization of the Merger as a reorganization described in Sections 368(a)(1)(A) and 368(a)(2)(E) of the Code. In this regard, Parent shall cause the Surviving Corporation to continue its historic business or use a significant portion of its historic business assets in a business within the meaning of Section 368 of the Code. Moreover, Parent does not have any present plan or intent to (a) sell or otherwise dispose of the stock of the Surviving Corporation except for transfers of stock to corporations "controlled" (within the meaning of Section 368(c) of the Code) by Parent, (b) reacquire any of its stock issued in connection with the Merger, (c) cause the Surviving Corporation to issue shares of stock of the Surviving Corporation that would result in Parent losing "control" (within the meaning of Section 368(c) of the Code) of the Surviving Corporation, or (d) take or refrain from taking, or permit the Surviving Corporation to take or refrain from taking, any other action that might otherwise cause the Merger not to be treated as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(2)(E) of the Code. Parent and SAC Acquiring Sub will provide Sulcus with certain factual representations of Parent and SAC Acquiring Sub reasonably requested by Sulcus as necessary to confirm that Parent and SAC Acquiring Sub will not take any action on or after the Effective Time that would jeopardize the tax free nature of the transaction.

SECTION 6.7 PUBLIC STATEMENTS. Each Company shall consult with each other prior to issuing any press release or any written public statement with respect to this Agreement or the transactions contemplated hereby and shall not issue any such press release or written public statement prior to such consultation.

SECTION 6.8 NOTIFICATION OF CERTAIN MATTERS. Each of Parent and Sulcus agrees to give prompt notice to each other of, and to use commercially reasonable efforts to remedy, (i) the occurrence or failure to occur of any event which occurrence or failure to occur would be likely to cause any of its representations or warranties in this Agreement to be untrue or inaccurate in any material respect on the Closing Date and (ii) any material failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it thereunder; provided, however, that the delivery of any notice pursuant to this Section 6.8 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice.

SECTION 6.9 DIRECTORS' AND OFFICERS' INDEMNIFICATION.

(a) The indemnification provisions of the Certificate of Incorporation and By-Laws of the Surviving Corporation as in effect at the Effective Time shall not be amended, repealed or otherwise modified for a period of six years from the Effective Time in any manner that would adversely affect the rights thereunder of individuals who at the Effective Time were directors, officers, employees or agents of Sulcus. Parent hereby guaranties unconditionally the satisfaction of all such rights to indemnification (and shall pay expenses in advance of the final disposition of any such action or proceeding to each Indemnified Party to the fullest extent permitted under the PBCL).

(b) In the event the Surviving Corporation or Parent or any of their successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person, then and in each such case, proper provisions shall be made so that the successors and assigns of the Surviving Corporation or Parent shall assume the obligations of the Surviving Corporation or the Parent, as the case may be, set forth in this Section 6.9.

(c) For a period of six years after the Effective Time, Parent shall cause to be maintained in effect for each director and officer of Sulcus and its Subsidiaries as of the Effective Time, liability insurance coverage with respect to matters arising at or prior to the Effective Time, in such amounts and containing such terms and conditions that are not materially less advantageous to such parties than the coverage applicable to such individuals immediately prior to the Effective Time.

(d) The rights of each indemnified party hereunder shall be in addition to, and not in limitation of, any other rights such indemnified party may have under the charter or bylaws of Sulcus, any indemnification agreement, under the PBCL, or otherwise. The provisions of this Section 6.9 shall survive the consummation of the Merger and expressly are intended to benefit each of the indemnified parties.

SECTION 6.10 CORRECTIONS TO THE JOINT PROXY STATEMENT/ PROSPECTUS AND REGISTRATION STATEMENT. Prior to the date of approval of the Merger by their respective stockholders, each of Sulcus and Parent shall correct promptly any information provided by it to be used specifically in the Joint Proxy Statement/Prospectus and Registration Statement that shall have become false or misleading in any material respect and shall take all steps necessary to file with the SEC and have declared effective or cleared by the SEC any amendment or supplement to the Joint Proxy Statement/Prospectus or the Registration Statement so as to correct the same and to cause the Joint Proxy Statement/Prospectus as so corrected to be disseminated to the stockholders of Sulcus and Parent, in each case to the extent required by applicable law.

SECTION 6.11 EXCHANGE LISTING. Parent shall use its reasonable best efforts to effect, at or before the Effective Time, authorization for listing on the NASDAQ, upon official notice of issuance, of the shares of Parent Common Stock to be issued pursuant to the Merger or to be reserved for issuance upon the exercise of stock options.

SECTION 6.12 PARENT BOARD OF DIRECTORS. At the Effective Time, the Board of Directors of Parent shall include two individuals designated by Sulcus.

ARTICLE VII

CONDITIONS

SECTION 7.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Closing Date of the following conditions:

- (a) the Sulcus Stockholders' Approval and the Parent Stockholders' Approval;
- (b) the Registration Statement shall have become effective in accordance with the provisions of the Securities Act, and no stop order suspending such effectiveness shall have been issued and remain in effect and no proceeding for that purpose shall have been instituted by the SEC or any state regulatory authorities;
- (c) the shares of Parent Common Stock issuable in the Merger and those to be reserved for issuance upon exercise of stock options shall have been authorized for listing on the NASDAQ upon official notice of issuance;
- (d) no preliminary or permanent injunction or other order or decree by any federal or state court which prevents the consummation of the Merger shall have been issued and remain in

effect (each party agreeing to use its reasonable efforts to have any such injunction, order or decree lifted);

(e) no statute, rule or regulation shall have been enacted by any state or federal government or governmental agency in the United States which would prevent the consummation of the Merger or make the Merger illegal; and

(f) all governmental waivers, consents, orders and approvals legally required for the consummation of the Merger and the transactions contemplated hereby, and all consents from lessors or other third parties (excluding any lenders) required to consummate the Merger, shall have been obtained and be in effect at the Effective Time, except where the failure to obtain the same would not be reasonably likely, individually or in the aggregate, to have a material adverse effect on the business, operations, properties, assets, liabilities, condition (financial or other) or results of operations of Sulcus, Parent and their subsidiaries, taken as a whole, following the Effective Time.

SECTION 7.2 CONDITION TO OBLIGATION OF SULCUS TO EFFECT THE MERGER. Unless waived by Sulcus, the obligation of Sulcus to effect the Sulcus Merger shall be subject to the fulfillment at the Closing Date of the following additional conditions: Parent and SAC Acquiring Sub shall each have performed their agreements contained in this Agreement required to be performed on or prior to the Closing Date and the representations and warranties of Parent and SAC Acquiring Sub contained in this Agreement shall be true and correct on and as of the date made and (except to the extent that such representations and warranties speak as of an earlier date) on and as of the Closing Date as if made at and as of such date (provided, however, that on such date the definition of "Parent Material Adverse Effect" shall include only a circumstance that would trigger Sulcus's right to terminate as described in Section 8.1(a)(ix)), except for such failures to perform or to be true and correct that would not reasonably be expected to result in a Parent Material Adverse Effect, and Sulcus shall have received a certificate of the Chief Executive Officer of Parent to that effect.

SECTION 7.3 CONDITION TO OBLIGATION OF ELTRAX TO EFFECT THE MERGER. Unless waived by Parent, the obligation of Parent to effect the Parent Merger shall be subject to the fulfillment at the Closing Date of the following additional conditions: Sulcus shall have performed its agreements contained in this Agreement required to be performed on or prior to the Closing Date and the representations and warranties Sulcus contained in this Agreement shall be true and correct on and as of the date made and (except to the extent that such representations and warranties speak as of an earlier date) on and as of the Closing Date as if made at and as of such date except for such failures to perform or to be true and correct that would not reasonably be expected to result in a Sulcus Material Adverse Effect, and Parent shall have received a certificate of the Chief Executive Officer of Sulcus to that effect.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

SECTION 8.1 TERMINATION. This Agreement may be terminated at any time prior to the Closing Date, whether before or after the Sulcus or Parent Stockholders' Approval, by the mutual written consent of Sulcus and Parent or as follows:

(a) Sulcus shall have the right to terminate this Agreement:

(i) upon a material breach of a representation or warranty of Parent contained in this Agreement which has not been cured in all material respects within 30 days after written notice of such default specifying such default in reasonable detail is given to

Parent by Sulcus and which has caused any of the conditions set forth in Section 7.2 to be incapable of being satisfied by the Termination Date;

(ii) if the Merger is not completed by June 30, 1999 (the "Termination Date") (unless due to a delay or default on the part of Sulcus);

(iii) if the Merger is enjoined by a final, unappealable court order not entered at the request or with the support of Sulcus and if Sulcus shall have used reasonable efforts to prevent the entry of such order;

(iv) if Sulcus receives a Superior Proposal, resolves to accept such Superior Proposal, and Sulcus shall have given Parent two days' prior written notice of its intention to terminate pursuant to this provision; provided, however, that such termination shall not be effective until such time as the payment required by Section 6.5(b) shall have been received by Parent;

(v) if (A) a tender or exchange offer is commenced by a Potential Acquirer (excluding any affiliate of Sulcus or any group of which any affiliate of Sulcus is a member) for all outstanding shares of Sulcus Common Stock, (B) Sulcus's Board of Directors determines, in good faith and after consultation with an independent financial advisor, that such offer constitutes a Superior Proposal and resolves to accept such Superior Proposal or recommend to the stockholders that they tender their shares in such tender or exchange offer and (C) Sulcus shall have given Parent two days' prior written notice of its intention to terminate pursuant to this provision; provided, however, that such termination shall not be effective until such time as the payment required by Section 6.5(b) shall have been received by Parent;

(vi) if the stockholders of Sulcus fail to approve the Merger at a duly held meeting of stockholders called for such purpose or any adjournment or postponement thereof;

(vii) if Parent (A) fails to perform in any material respect any of its material covenants in this Agreement and (B) does not cure such default in all material respects within 30 days after written notice of such default specifying such default in reasonable detail is given to Parent by Sulcus;

(viii) if the Parent Stockholders' Approval has not been obtained by May 31, 1999, provided that the Registration Statement has been declared effective by April 15, 1999, and remained effective through May 31, 1999, and Sulcus has materially complied with all of its covenants hereunder; or

(ix) if, for the seven consecutive trading days ending on the third trading day immediately prior to the Effective Time, the average of the closing sale prices as reported by the Wall Street Journal or if not reported therein, by another authoritative source (the "Average Price"), of Parent Common Stock, as reflected on the National Association of Securities Dealers Automated Quotation System/Small Cap Market, is less than four and 50/100 dollars (\$4.50) per share, but only if, the Average Price of Sulcus Common Stock, as reflected on the American Stock Exchange, is not less than one and 00/100 dollars (\$1.00) per share.

(b) Parent shall have the right to terminate this Agreement:

(i) upon a material breach of a representation or warranty of Sulcus contained in this Agreement which has not been cured in all material respects within 30 days after

written notice of such default specifying such default in reasonable detail is given to Sulcus by Parent and which has caused any of the conditions set forth in Section 7.3 to be incapable of being satisfied by the Termination Date;

(ii) if the Merger is not completed by the Termination Date (unless due to a delay or default on the part of Parent);

(iii) if the Merger is enjoined by a final, unappealable court order not entered at the request or with the support of Parent and if Parent shall have used reasonable efforts to prevent the entry of such order;

(iv) if the stockholders of Parent fail to approve the Merger at a duly held meeting of stockholders called for such purpose or any adjournment or postponement thereof;

(v) if Sulcus (A) fails to perform in any material respect any of its material covenants in this Agreement and (B) does not cure such default in all material respects within 30 days after written notice of such default specifying such default in reasonable detail is given to Sulcus by Parent; or

(vi) if the Sulcus Stockholders' Approval has not been obtained by May 31, 1999, provided that the Registration Statement has been declared effective by April 15, 1999 and remained effective through May 31, 1999, and Parent has materially complied with all of its covenants hereunder.

SECTION 8.2 EFFECT OF TERMINATION. In the event of termination of this Agreement by either Parent or Sulcus pursuant to the provisions of Section 8.1, this Agreement shall forthwith become void and there shall be no liability or further obligation on the part of Parent, Sulcus, or SAC Acquiring Sub or their respective officers or directors (except this Section 8.2, the second sentence of Section 6.1(a), 6.1(b), 6.5, and 9.5 all of which shall survive the termination). Nothing in this Section 8.2 shall relieve any party from liability for any willful and intentional breach of any covenant or agreement of such party contained in this Agreement.

SECTION 8.3 AMENDMENT. This Agreement may not be amended except by action taken by the parties' respective Boards of Directors or duly authorized committees or officers thereof and then only by an instrument in writing signed on behalf of each of the parties hereto and in compliance with applicable law. Such amendment may take place at any time prior to the Closing Date, and, subject to applicable law, whether before or after approval by the stockholders of Sulcus or Parent.

SECTION 8.4 WAIVER. At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant thereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

ARTICLE IX

GENERAL PROVISIONS

SECTION 9.1 NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES. No representations, warranties or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Merger, and after the Effective Date of the Merger

neither Parent nor Sulcus, or their respective officers or directors shall have any further obligation with respect thereto, except for the representations, warranties and agreements contained in Articles II and IX, Sections 1.4, 1.5, 6.5, 6.6 (including any factual representations set forth in a certificate delivered to Sulcus pursuant thereto) and 6.9, which shall survive the Merger.

SECTION 9.2 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail (return receipt requested) or sent via confirmed facsimile to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) If to Sulcus, to:

Sulcus Hospitality Technologies Corp.
105 Morris Ave., Suite 301
Springfield, NJ 07081
Attn: Leon D. Harris
Facsimile No.: (973) 379-5217

with a copy to:

Benesch, Friedlander, Coplan
& Aronoff LLP
2300 BP Tower
200 Public Square
Cleveland, OH 44114-2378
Attn: Michael K. Wager, Esq.
Facsimile No.: (216) 363-4588

(b) If to Parent:

Eltrax Systems, Inc.
2000 Town Center, Suite 690
Southfield, MI 48075
Attn: Clunet R. Lewis
Facsimile No.: (248) 358-2743

with a copy to:

Jaffe, Raitt, Heuer & Weiss
Professional Corporation
One Woodward Avenue, Suite 2400
Detroit, MI 48226
Attn: William E. Sider, Esq.
Facsimile No.: (313) 961-8358

(c) If to SAC Acquiring Sub:

Sulcus Acquiring Corporation
2000 Town Center, Suite 690
Southfield, MI 48075
Attn: Clunet R. Lewis
Facsimile No.: (248) 358-2743

with a copy to:

Jaffe, Raitt, Heuer & Weiss
Professional Corporation
One Woodward Avenue, Suite 2400
Detroit, MI 48226
Attn: William E. Sider, Esq.
Facsimile No.: (313) 961-8358

SECTION 9.3 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement, unless a contrary intention appears, (i) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision and (ii) reference to any Article or Section means such Article or Section hereof. No provision of this Agreement shall be interpreted or construed against any party hereto solely because such party or its legal representative drafted such provision.

SECTION 9.4 GOVERNING LAW. This agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Michigan applicable to contracts executed and to be performed wholly within such state.

SECTION 9.5 ARBITRATION. Any controversy or claim arising out of or relating to this agreement, or the making, performance or interpretation hereof, including without limitation alleged fraudulent inducement hereof, will be settled by binding arbitration in Southfield, Michigan, by a panel of three arbitrators, of which Parent will choose one arbitrator, Sulcus will choose one arbitrator, and those arbitrators will choose the third arbitrator, who will act as chairman of the panel. The arbitrators will select the rules and procedures under which the arbitration will be conducted. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof and the parties consent to the jurisdiction of the courts of the State of Michigan for this purpose.


SECTION 9.6 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 9.7 PARTIES IN INTEREST. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

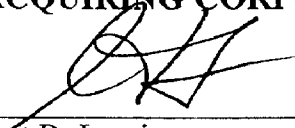
SECTION 9.8 MISCELLANEOUS. This Agreement (including the documents and instruments referred to herein): (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; and (b) shall not be assigned by operation of law or otherwise, except that SAC Acquiring Sub may assign this Agreement to any other wholly-owned subsidiary of Parent.

IN WITNESS WHEREOF, Parent, SAC Acquiring Sub and Sulcus have caused this Agreement to be signed by their respective officers and attested to as of the date first written above.

ELTRAX SYSTEMS, INC.

By: 
William P. O'Reilly
Its: Chief Executive Officer

SULCUS ACQUIRING CORPORATION

By: 
Clurett R. Lewis
Its: President

SULCUS HOSPITALITY TECHNOLOGIES CORP.

By: _____
Leon D. Harris
Its: Chief Executive Officer

0591472.01

IN WITNESS WHEREOF, Parent, SAC Acquiring Sub and Sulcus have caused this Agreement to be signed by their respective officers and attested to as of the date first written above.

ELTRAX SYSTEMS, INC.

By: _____
William P. O'Reilly
Its: Chief Executive Officer

SULCUS ACQUIRING CORPORATION

By: _____
Clunet R. Lewis
Its: President

SULCUS HOSPITALITY TECHNOLOGIES CORP.

By:  _____
Leon D. Harris
Its: Chief Executive Officer

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SCHEDULES

Schedule 3.2(b)	Sulcus Disclosure Regarding Capitalization
Schedule 3.3	Sulcus Disclosure Regarding Subsidiaries
Schedule 3.4(b)	Sulcus Disclosure Regarding Non-contravention
Schedule 3.6	Sulcus Absence of Certain Changes or Events
Schedule 3.12	Sulcus Intellectual Property Disclosures
Schedule 4.4(b)	Parent Disclosure Regarding Non-contravention
Schedule 4.10	Parent Intellectual Property Disclosures

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Schedule 3.2(b) Sulcus Disclosure Regarding Capitalization

Pursuant to a consulting agreement between Sulcus and David Berkus, effective February 1, 1995, Sulcus is obligated to issue shares of Sulcus Common Stock to Mr. Berkus as part of his compensation for being a Strategic Consultant to the Hospitality Group. Mr. Berkus receives monthly compensation of \$6,500, one-third of which is paid in shares of Sulcus Common Stock, based upon the closing price on the first trading day of each successive month.

Schedule 3.3 Sulcus Disclosure Regarding Subsidiaries

Four shares of the issued and outstanding common stock of Sulcus Hospitality Technologies EMEA, AG, a corporation organized under the laws of Switzerland (the "Swiss Subsidiary"), are owned by Bernard Mantel, an employee of a subsidiary of Sulcus. There are 100 shares of the Swiss Subsidiary's common stock issued and outstanding.

Schedule 3.4(b) - Sulcus Disclosure Regarding Non-Contravention

The consummation of the transactions contemplated by the Agreement (the "Merger") will create an Event of Default under the Line of Credit Loan Agreement, dated April 29, 1997, by and between United States National Bank in Johnstown ("Lender") and Sulcus Computer Corporation, Sulcus Law Management Services, Inc., Radix Systems, Inc., Lodgistix, Inc., Squirrel Companies, Inc. and NRG Management Systems, Inc. (collectively, "Borrower"). Borrower must also notify Lender of any changes in its executive management within five (5) days of such change.

Leon Harris' employment agreement, dated March 3, 1997, as amended on October 13, 1997, contains several provisions related to a change of control of Sulcus.

Under John Ryba's employment agreement, effective as of August 1, 1994, if he is terminated after the Merger, Mr. Ryba will be entitled to receive his then existing salary for one (1) year after the Merger. Although Mr. Ryba's employment agreement has not been formally terminated, Sulcus and Mr. Ryba have not been following certain of the substantive terms of the employment agreement.

The Merger will cause all options granted under the 1997 Non-Employee Directors' Stock Option Plan to terminate ninety (90) days after the Merger and, upon completion of the Merger, become automatically exercisable, without regard to any vesting limitations.

Under the terms of the 1997 Long-Term Incentive Plan (the "LTIP"), the Merger gives the Stock Option Committee the ability to terminate awards under the LTIP ninety (90) days after the Merger. If the Stock Option Committee terminates any award, then, as appropriate, immediately upon the completion of the Merger, (i) such options (not in tandem with stock appreciation rights) and restricted stock awards will immediately vest, (ii) all restrictions on such restricted stock awards will immediately lapse, and (iii) all vesting limitations with respect to such performance plan awards will be deemed satisfied. There are no options or other awards currently outstanding under the LTIP.

Sulcus has entered into change of control severance agreements with the following executive officers:

- a. Agreement dated October 13, 1997 with John Ryba;

- b. Agreement dated October 13, 1997 with Barry Logan;
- c. Agreement dated October 13, 1997 with Alan Ellenbogen;
- d. Agreement dated June 15, 1998 with Larry Gomez;
- e. Agreement dated May 11, 1998 with Joanne Yates;
- f. Agreement dated May 11, 1998 with John Picardi; and
- g. Agreement dated November 2, 1998 with Mark Sadosky.

The Merger will be treated as an assignment under the Lease Agreement between the Chalpin Family Enterprises Limited Partnership (the "Landlord") and Sulcus, effective July, 1997. The Lease Agreement provides that it cannot be assigned without the prior written consent of the Landlord. This Lease Agreement relates to space located at Acoma Pointe, 7345 East Acoma Drive, Suite 300, Scottsdale, Arizona.

Schedule 3.6 - Sulcus Absence of Certain Changes or Events

Sulcus commenced a repurchase program for issued and outstanding shares of Sulcus Common Stock in September 1998, pursuant to which 262,315 shares of Sulcus Common Stock were repurchased.

Schedule 3.12 - Sulcus Intellectual Property Disclosures

Pursuant to an Agreement dated October 21, 1998 between Edge Communications, Inc. ("Edge") and Sulcus, the parties agreed that Sulcus's use of the mark "WINNFINITY" (trademark application pending) and Edge's use of the mark "WINFINITY" (trademark application pending) do not infringe on each other's rights and are not likely to confuse consumers. The parties also agreed to not interfere with each other's use of their mark and not to make any claim of infringement based on the other party's use of their mark.

Schedule 4.4(b) Parent Disclosure Regarding Non-contravention

Under that certain Credit Agreement dated September 11, 1998 by and among State Street Bank and Trust Company (the "Bank"), Parent, and its Subsidiaries (the "Credit Agreement"), there are certain covenants described in Section 6(m) of the Credit Agreement with which Parent must comply prior to consummation of the Merger.

Schedule 4.10 Parent Disclosure Regarding Intellectual Property

Parent has filed applications to register the trademarks "Netwatch Online" and "Netwatch." These registrations have been denied because of an existing registration of the trademark "Netwatch." Parent believes that the company owning this trademark is no longer doing business and Parent has commenced proceedings with the United States Patent and Trademark Office to revoke the existing trademark and to pursue Parent's applications.

Microfilm Number _____
Entity Number 644429

Filed with the Department of State of PA MAR 2 5 1994
W. J. Horn Secretary of the Commonwealth

ACTING Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION
DSCB:15-1926 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: Sullivan Hospitality Technologies Corp.

2. (Check and complete one of the following):

The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 42 North Main Street, Greensburg, PA 15601 Westmoreland
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of _____

Number and Street City State Zip County

DSCB:15-1926 (Rev 90)-2

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider	County
Sulcus Acquiring Corporation	Ch 00 Corporation System	Westmoreland

4. (Check, and if appropriate complete, one of the following):

The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

The plan of merger shall be effective on March 25, 1999 at 5:00 p.m.

Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of corporation	Manner of adoption
Sulcus Hospitality Technologies Corp.	Adopted by the directors and shareholders pursuant to 15 Pa.C.S. §1924(a)
Sulcus Acquiring Corporation	Adopted by the director and shareholder pursuant to 15 Pa.C.S. §1924(a)

6. ~~(Strike out this paragraph if no foreign corporation is a party to the merger). The plan was not adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.~~

7. (Check, and if appropriate complete, one of the following):

The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

<u>41 North Main Street</u>	<u>Greensburg</u>	<u>PA</u>	<u>15601</u>
Number and Street	City	State	Zip

DSCH 15-1926 (Rev 90)3-

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 15th day of March 1992.

Sulcus Hospitality Technologies Corp.
 (Name of Corporation)
 BY: Leon D. Harris
 (Signature) Leon D. Harris
 TITLE: Chief Executive Officer

Sulcus Acquiring Corporation
 (Name of Corporation)
 BY: Clunet R. Lewis
 (Signature) Clunet R. Lewis
 TITLE: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 31st day of December, 1999, by and between **Radix Systems, Inc.**, a Pennsylvania corporation ("Radix"), **NRG Management Systems, Inc.**, a Pennsylvania corporation ("NRG"), and **Sulcus Hospitality Technologies, Inc.**, a Pennsylvania corporation ("Sulcus"), pursuant to and in accordance with the provisions of the Pennsylvania Business Corporations Law of 1988 (the "Act").

Sulcus, Radix and NRG hereby agree to and do hereby affect the merger of Radix and NRG with and into Sulcus (the "Merger") upon the terms and conditions set forth in the Agreement, effective as of the Effective Date (defined below):

1. CONSTITUENT CORPORATIONS

a. The name and state of incorporation of each of the constituent corporations involved in the Merger to be effected are as follows:

<u>Name</u>	<u>State of Formation</u>
Sulcus Hospitality Technologies, Inc.	Pennsylvania
Radix Systems, Inc.	Pennsylvania
NRG Management Systems Inc.	Pennsylvania

b. The name of the Surviving Entity is Sulcus which on the Effective Date, on consummation of the merger shall be changed to Eltrax International, Inc. (the "Surviving Entity"). This provision, which is attached to the Articles of Merger-Domestic Business Corporation to be filed with the Pennsylvania Department of State, shall effectively amend Sulcus' Articles of Incorporation without further action by Sulcus' Sole Director.

2. CAPITAL STOCK

a. All shares of Sulcus' common stock have all of the rights, preferences and limitations of shares of common stock as stated in the Act. The holders of shares of Sulcus' common stock are not entitled to vote as a class. The number of shares of the capital stock of Sulcus will not change prior to the Effective Date.

b. All shares of Radix's common stock have all of the rights, preferences and limitations of shares of common stock as stated in the Act. The holders of shares of Radix's common stock are not entitled to vote as a class.

c. All shares of NRG's common stock have all of the rights, preferences and limitations of shares of common stock as stated in the Act. The holders of shares of NRG's

common stock are not entitled to vote as a class.

3. TERMS AND EFFECT OF MERGER

a. On the Effective Date, on consummation of the Merger, Sulcus, Radix and NRG will cease to exist separately, and Radix and NRG will be merged with and into Sulcus in accordance with the provisions of this Agreement and in accordance with the provisions of, and with the effect provided, in the Act.

b. On the Effective Date, on consummation of the Merger, all of the outstanding shares of Sulcus' capital stock will remain issued and outstanding.

c. On the Effective Date, on consummation of the Merger, all of the outstanding shares of Radix's capital stock will be cancelled and returned, and will cease to exist without any payment being made or due in respect of such shares.

d. On the Effective Date, on consummation of the Merger, all of the outstanding shares of NRG's capital stock will be cancelled and returned, and will cease to exist without any payment being made or due in respect of such shares.

4. ARTICLES, BYLAWS, OFFICERS AND DIRECTORS

a. The Articles of Incorporation and Bylaws of Sulcus in effect on the Effective Date shall be the Articles of Incorporation and Bylaws of the Surviving Entity.

b. The directors of Sulcus on the Effective Date shall be the directors of the Surviving Entity to serve in such capacity until the next annual meeting of shareholders of Sulcus, or until their successors are duly elected and qualified.

c. The officers of Sulcus on the Effective Date shall be the following persons, who shall hold the offices set forth opposite their respective names below until their successors have been duly elected and have qualified, or as otherwise provided by Bylaws of Sulcus:

<u>Name</u>	<u>Office</u>
Don Hallacy	President
John Picardi	Vice President
Clunet Lewis	Secretary
William A. Fielder, III	Treasurer

5. FILING OF AGREEMENT; EFFECTIVE DATE

a. To cause the merger to become effective, an Articles of Merger-Domestic Business Corporation shall be filed (i) with the Pennsylvania Department of State pursuant to, and in accordance with, the Act.

b. The effective date of the Merger (the "Effective Date") shall be January 1, 2000.

6. ADOPTION AND APPROVAL

In accordance with the provisions of the Act, the Agreement has been executed by an authorized officer of each of Sulcus, Radix, and NRG. Also, in accordance with § 1924(b)(3) of the Act, the Agreement has been adopted and approved by the Sole Director of Sulcus on its own behalf, and as parent and sole shareholder of Radix and NRG.

7. COPIES OF THIS AGREEMENT

An original, executed copy of this Agreement shall remain on file at the Surviving Entity's principal place of business, the address of which on the Effective Date, and on consummation of the Merger, shall be 900 Circle 75 Parkway, Suite 1700, Atlanta, Georgia, 30339, and upon request and without cost, the Surviving Entity shall furnish a copy thereof to any of its shareholders, and to any shareholder of Radix and NRG, and upon request and at cost to any other person.

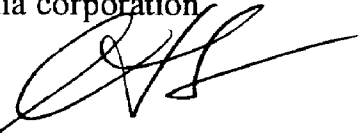
8. MERGER PERMITTED UNDER PENNSYLVANIA LAW

This Merger is permitted under, and has been effectuated in accordance with, the laws of the Commonwealth of Pennsylvania.

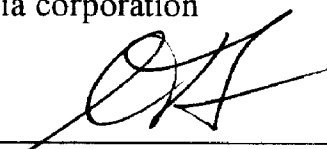
[signatures on following page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be executed as of the day and year first above written.


Sulcus Hospitality Technologies, Inc.
a Pennsylvania corporation

By: 
Clunet R. Lewis, President

Radix Systems, Inc.
a Pennsylvania corporation

By: 
Clunet R. Lewis, President

NRG Management Systems, Inc.
a Pennsylvania corporation

By: 
Clunet R. Lewis, President

Microfilm Number _____

Filed with the Department of State on _____

Entity Number 694429

Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

DSCB:15-1926 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: Sulcus Hospitality Technologies Corp (parent corporation)

2. (Check and complete one of the following):

The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Bank & Trust Building Greensburg PA 15601 Westmoreland
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street City State Zip

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider	County
NRG Management Systems, inc.	c/o CT Corporation System, Inc	Allegheny
Radix Systems, Inc.	c/o CT Corporation System, Inc.	Allegheny

DSCB:15-1926 (Rev 90)-2

4 (Check, and if appropriate complete, one of the following):

___ The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

The plan of merger shall be effective on: December 31, 1999 at _____
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of Corporation	Manner of Adoption
<u>Sulcus Hospitality Technologies Corp.</u>	<u>Adopted by action of the board of directors of Sulcus Hospitality</u>
<u>Radix Systems, Inc.</u>	<u>Technologies Corp. the parent corporation pursuant to</u>
<u>NRG Management Systems, Inc.</u>	<u>15 Pa.C.S. ss 1924(b)(3).</u>

6. (Strike out this paragraph if no foreign corporation is a party to the merger). The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.

7. (Check, and if appropriate complete, one of the following):

___ The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

<u>900 Circle 75 Parkway, Suite 1700</u>	<u>Atlanta</u>	<u>GA</u>	<u>30339</u>	<u>Cobb</u>
Number and Street	City	State	Zip	County

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 14th day of DECEMBER 1999

Sulcus Hospitality Technologies Corp.
(Name of Corporation)

BY: _____
(Signature)

Clunet R. Lewis

TITLE: President

(Name of Corporation)

BY: _____
(Signature)

TITLE: _____

EXHIBIT A

**TO ARTICLES OF MERGER FOR
SULCUS HOSPITALITY TECHNOLOGIES CORP.**

The name of the Surviving Entity is Sulcus Hospitality Technologies Corp. which on the Effective Date, on consummation of the merger shall be changed to Eltrax International, Inc.

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