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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): CAMAX Manufacturing Technologies, Inc.

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

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: 6/30/96

2. Name and address of receiving party(ies) Name: CAMAX Manufacturing Technologies, Inc.

Internal Address:

Street Address: 2000 Eastman Drive City: Milford State: Ohio Zip: 45150-2789

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

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,430,965

Additional number(s) attached Yes No

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

Name: Michael D. Johns

Internal Address: 1900 Chemed Center

Street Address: 255 East Fifth Street

City: Cincinnati State: Ohio Zip: 45202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

04-1133

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

DO NOT USE THIS SPACE

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

Michael D. Johns Name of Person Signing

Signature

8/28/01 Date

Total number of pages including cover sheet, attachments, and document: 40

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002365 FRAME: 0931

State of Minnesota

**SECRETARY OF STATE**

**CERTIFICATE OF MERGER**

I, Mary Kiffmeyer, Secretary of State of Minnesota, keeper of the Great Seal of the State and custodian of the documents pertaining to businesses governed by the laws of this State, do hereby certify that: the entities listed below have merged under the provisions of Minnesota law and have designated the surviving entity listed below. I further certify that the merger documents were filed on and are effective on the dates listed below. I further certify that the ability of the non-surviving participating entities to do business ceased as of the effective date of the merger.

**PARTICIPATING ENTITIES:**

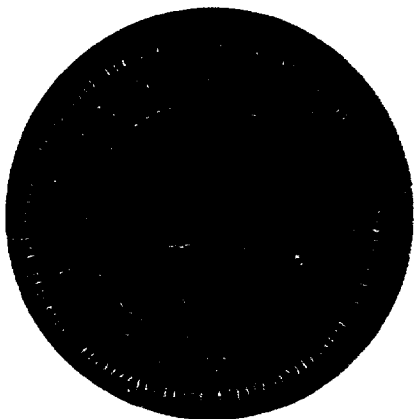
MN: CAMAS MANUFACTURING TECHNOLOGIES, INC.  
OH: SDRC-SYSTEMS, INC.

**SURVIVING ENTITY: CAMAS MANUFACTURING TECHNOLOGIES, INC.**

**FILING DATE: 06/28/1996**

**EFFECTIVE DATE: 06/30/1996**

This certificate has been issued on August 27, 2001.



*Mary Kiffmeyer*  
Secretary of State.

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State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Joan Anderson Grove, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: CAMAX MANUFACTURING TECHNOLOGIES, INC.  
OH: SDRC-SYSTEMS, INC.

State of Formation and Name of Surviving Entity:

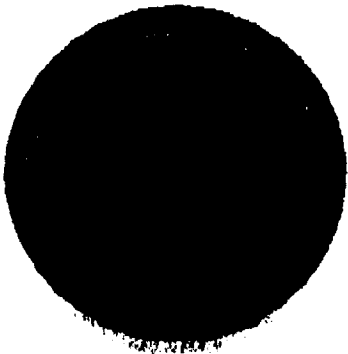
OH: SDRC-SYSTEMS, INC.

Effective Date of Merger: June 30, 1996

Name of Surviving Entity After Effective Date of Merger:

CAMAX MANUFACTURING TECHNOLOGIES, INC.

This certificate has been issued on: June 28, 1996



*Joan Anderson Grove*  
Secretary of State.

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ARTICLES OF MERGER  
BETWEEN  
CAMAX MANUFACTURING TECHNOLOGIES, INC.  
AND  
SDRC-SYSTEMS, INC.

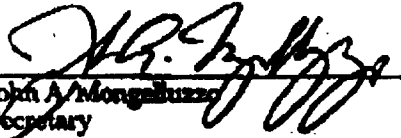
The undersigned, Gregory S. Furness, Executive Vice President, Chief Financial Officer, Secretary and Treasurer of CAMAX Manufacturing Technologies, Inc., a Minnesota corporation ("CAMAX"), and John A. Mongelluzzo, Secretary of SDRC-Systems, Inc., an Ohio corporation, do hereby certify as follows:


1. Attached hereto as Annex A is the plan of merger for the merger of CAMAX into SDRC-Systems, Inc., which plan has been duly adopted by the board of directors and shareholders of each of such corporations.
2. Such plan of merger has been approved by CAMAX and SDRC-Systems, Inc. pursuant to Chapter 902A of the Minnesota Business Corporation Act.
3. The merger shall be effective as of June 30, 1996.

IN WITNESS WHEREOF, each of the undersigned does hereby execute this document for and on behalf of his respective corporation as of the 28th day of June, 1996.

SDRC-SYSTEMS, INC.

CAMAX MANUFACTURING  
TECHNOLOGIES, INC.

  
John A. Mongelluzzo  
Secretary

  
Gregory S. Furness  
Executive Vice President, Chief Financial  
Officer, Secretary and Treasurer

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Annex A

**AGREEMENT OF MERGER  
AND PLAN OF REORGANIZATION**

This Agreement of Merger and Plan of Reorganization (the "Agreement") made this 16th day of January, 1996 by and among CAMAX Manufacturing Technologies, Inc., a Minnesota corporation ("CAMAX"; all references herein to CAMAX shall also be references to the CAMAX Subsidiaries as such term is defined below); Structural Dynamics Research Corporation, an Ohio corporation ("SDRC") and SDRC Systems, Inc., an Ohio corporation ("Surviving Corporation").

**WITNESSETH:**

WHEREAS, CAMAX, SDRC and Surviving Corporation wish to effect a merger under the authority and provisions of the corporation law of Ohio and the corporation law of Minnesota pursuant to which at the effective date, as defined herein, CAMAX will be merged with and into SDRC Systems, Inc. (the "Merger"); and

WHEREAS, for federal income tax purposes, CAMAX, SDRC and Surviving Corporation intend the Merger to qualify as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(2)(D) of the Internal Revenue Code of 1986, as amended (the "Code").

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

**ARTICLE I  
THE MERGER**

**Section 1.1 Transfer of Property and Liabilities.** Upon the Effective Date (as defined in Article 9 hereof) of the Merger, the separate existence of CAMAX shall cease; all of the outstanding shares of common stock, without par value of CAMAX ("CAMAX Common Stock") shall be exchanged for and converted into shares of the common stock without par value of SDRC ("SDRC Common Stock"), as hereinafter provided; and upon the filing of the appropriate Certificate of Merger with the Secretary of State of Ohio and Articles of Merger with the Secretary of State of Minnesota, Surviving Corporation shall possess all of the rights, privileges, immunities, powers and purposes, and all of the property, real and personal, causes of action and every other asset of CAMAX, and shall assume and be liable for all of the liabilities, obligations and penalties of CAMAX, in accordance with the General Corporation Law of the State of Ohio and the Minnesota Business Corporation Act.

**Section 1.2 Surviving Corporation.** Following the Merger, the existence of Surviving Corporation shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers, subject to all of the duties and liabilities of a corporation organized under the laws of the State of Ohio. The Articles of Incorporation and Code of Regulations of Surviving Corporation, as of the Effective Date, shall continue in full force and effect, and shall not be changed in any manner by the Merger; except that Article First of the Articles of Incorporation of Surviving Corporation shall be amended in its entirety to read as follows:

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**FIRST:** The name of the Corporation shall be CAMAX Manufacturing Technologies, Inc.

The officers and directors of Surviving Corporation immediately prior to the Effective Date shall continue as the officers and directors of Surviving Corporation.

**Section 1.3 Principal Office.** Following the Effective Date, the principal office of Surviving Corporation shall be located in Milford, Clermont County, Ohio.

**Section 1.4 State Law.** Surviving Corporation shall be an Ohio corporation, governed in all respects by the corporate laws of the State of Ohio.

**Section 1.5 Registered Office.** The address, including street and number of the registered office of Surviving Corporation in Minnesota, shall be 7851 Metro Parkway, Minneapolis, Minnesota 55425

**Section 1.6 Agreement with Secretary of State.** The Surviving Corporation shall file with the Secretary of State of Minnesota an agreement to the following effect (and if acceptable to the Secretary of State of Minnesota, this Agreement when filed as part of the Articles of Merger shall constitute such agreement):

**Section 1.6.1 Service of Process.** The Surviving Corporation may be served with process in Minnesota in any proceeding for the enforcement of an obligation of the Surviving Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of CAMAX against the Surviving Corporation.

**Section 1.6.2 Appointment of Agent.** The Surviving Corporation irrevocably appoints the Secretary of State of Minnesota as its agent to accept service of process in any proceeding and such service of process may be forwarded to:

John A. Mongelluzzo  
 Vice President, General Counsel and Secretary  
 Legal Department  
 Structural Dynamics Research Corporation  
 2000 Eastman Drive  
 Milford, Ohio 45150-2789

**Section 1.6.3 Dissenting Shareholders.** The Surviving Corporation will promptly pay to the dissenting shareholders of CAMAX the amount, if any, to which they are entitled under Section 302A.473 of the Minnesota Business Corporation Act with respect to the rights of dissenting shareholders.

**ARTICLE 2.  
 CONVERSION OF SHARES**

**Section 2.1 Conversion Ratio.** All of the shares of CAMAX Common Stock issued and outstanding as of the close of business on the business date immediately prior to the Effective Date shall, in the aggregate, without any action on the part of Surviving Corporation or any holder of such shares, be converted by the Merger into shares of SDRC Common Stock without par value ("SDRC Common Stock") having a total value of \$30,000,000 (the "Total Value"). The total number of shares of SDRC Common Stock to be issued shall be determined by dividing the Total Value by the "Applicable Value Per Share of SDRC Common Stock."

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The "Applicable Value Per Share of SDRC Common Stock" shall be the average of the last sale prices of the SDRC Common Stock as reported on the Nasdaq National Market for the 20-trading day period ending on the fifth trading day prior to the Effective Date (the "Valuation Period"). Of the total number of shares of SDRC Common Stock so determined, 10% thereof shall be set aside for retention under Section 2.2 below. Each individual share of CAMAX Common Stock issued and outstanding as of the close of business on the business date immediately prior to the Effective Date shall be converted into that number of shares of SDRC Common Stock equal to the total number of shares of SDRC Common Stock to be issued in the Merger as provided above (less the number of shares retained pursuant to Section 2.2) divided by the total number of shares of CAMAX Common Stock issued and outstanding as of the close of business on the business date immediately prior to the Effective Date; provided, however, that no fractional shares of SDRC Common Stock shall be issued pursuant to the Merger and in lieu thereof cash shall be paid for fractional shares that would otherwise be issued, in accordance with Section 2.3 below.

**Section 2.2 Retention of Shares.** From and after the Effective Date, SDRC shall retain that number of shares of SDRC Common Stock which represents 10% of the total shares to be issued to the CAMAX shareholders upon consummation of the Merger, in accordance with the conversion ratio set forth in Section 2.1 of this Agreement, which SDRC shall have the option of redeeming as payment for any amounts due SDRC or the Surviving Corporation pursuant to Article 11 of this Agreement (the "Retention Shares"). For the purposes of any such redemption by SDRC, the redeemed shares shall be valued at the Applicable Value Per Share of SDRC Common Stock.

Upon the earlier of (i) the date that SDRC files its Annual Report on Form 10-K for the year ended December 31, 1996 or (ii) the first anniversary of the Closing Date, as defined herein, (the "Retention Period") SDRC shall distribute any Retention Shares not previously redeemed to the CAMAX shareholders on a pro rata basis based upon their percentage ownership of CAMAX Common Stock immediately prior to the Effective Date in the same manner as provided in the last sentence of Section 2.1 above.

**Section 2.3 Exchange of Certificates.** After the Effective Date, each holder of a certificate or certificates for shares of CAMAX Common Stock, upon surrender of the same duly transmitted to SDRC's stock transfer agent (or in lieu of surrendering such certificates in the case of lost, stolen, destroyed or mislaid certificates, upon execution of such documentation as may be reasonably required by SDRC's stock transfer agent), shall be entitled to receive in exchange therefor a certificate or certificates representing the number of whole shares of SDRC Common Stock into which such holder's shares of CAMAX Common Stock shall have been converted by the Merger, less that proportion of the Retention Shares attributable to such shareholder, plus a cash payment for any fraction of a share to which the holder is entitled, in lieu of such fraction of a share, equal in amount to the product resulting from multiplying such fraction by the Applicable Value Per Share of SDRC Common Stock. Until so surrendered, each outstanding certificate that prior to the time the Merger becomes effective represented shares of CAMAX Common Stock shall be deemed for all corporate purposes to evidence ownership of the number of full shares of SDRC Common Stock into which the same shall have been converted; provided, however, that dividends or distributions otherwise payable with respect to shares of SDRC Common Stock into which CAMAX Common Stock shall have been so converted shall be paid with respect to such shares only when the certificate or certificates evidencing any such shares of CAMAX Common Stock shall have been so surrendered (or in lieu of surrendering such certificates in the case of lost, stolen, destroyed or mislaid certificates, upon execution of such documentation as may be reasonably required by SDRC), and, thereupon, any such dividends and distributions shall be paid, without interest, to the holder entitled thereto, subject however to the operation of any applicable escheat or similar laws relating to unclaimed funds.

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#### Section 2.4 Dissenting Shares.

(a) Notwithstanding anything in this Agreement to the contrary, if Section 302A.471 of the Minnesota Business Corporation Act shall be applicable to the Merger, shares of CAMAX Common Stock that are issued and outstanding immediately prior to the Effective Date and which are held by shareholders who have not voted such shares in favor of the Merger, who shall have delivered, prior to any vote on the merger, a written demand for the fair value of such shares in the manner provided in Section 302A.473 of the Minnesota Business Corporation Act and who, as of the Effective Date, shall not have effectively withdrawn or lost such right to dissenters' rights ("Dissenting Shares") shall not be converted into or represent a right to receive shares of SDRC Common Stock pursuant to Section 2.1 hereof, but the holders thereof shall be entitled only to such rights as are granted by Section 302A.473 of the Minnesota Business Corporation Act. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to Sections 302A.471 and 302A.473 of the Minnesota Business Corporation Act shall receive payment therefor from the Surviving Corporation in accordance with the Minnesota Business Corporation Act; provided, however, that if such holder of Dissenting Shares shall have effectively withdrawn such holder's demand for appraisal of such shares or lost such holder's right to appraisal and payment of such shares under Section 302A.473 of the Minnesota Business Corporation Act, such holder or holders (as the case may be) shall forfeit the right to appraisal of such shares and each such share shall thereupon be deemed to have been canceled, extinguished and converted, as of the Effective Date, into and represent the right to receive payment from the Surviving Corporation of the shares of SDRC Common Stock, as provided in Section 2.1 hereof.

(b) CAMAX shall give SDRC (i) prompt notice of any written demand for fair value, any withdrawal of a demand for fair value and any other instrument served pursuant to Section 302A.473 of the Minnesota Business Corporation Act received by CAMAX, and (ii) the opportunity to direct all negotiations and proceedings with respect to demands for fair value under such negotiations and proceedings with respect to demands for fair value under such Section 302A.473 of the Minnesota Business Corporation Act. CAMAX shall not, except with the prior written consent of SDRC, voluntarily make any payment with respect to any demand for fair value or offer to settle or settle any such demand.

#### Section 2.5 Plan Stock Options.

(a) At the Effective Date, each outstanding option to purchase shares of CAMAX Common Stock (individually, a "Plan Option" and, collectively, the "Plan Options") issued pursuant to the Point Control Co. 1987 Incentive Stock Option Plan, CAMAX Systems, Inc. 1985 Incentive Stock Option Plan, CAMAX Systems, Inc. 1987 Non-Qualified Stock Option Plan, CAMAX Manufacturing Technologies, Inc. 1995 Long-Term Incentive and Stock Option Plan and CAMAX Manufacturing Technologies, Inc. 1995 Directors' Stock Option Plan (individually, a "Plan" and, collectively, the "Plans"), whether vested or unvested, shall be assumed by SDRC. Each Plan Option shall be deemed to constitute an option to acquire, on the same terms and conditions as were applicable under such Plan Option, the same number of shares of SDRC Common Stock as the holder of such Plan Option would have been entitled to receive pursuant to the Merger had such holder exercised such option in full immediately prior to the Effective Date (rounded down to the nearest whole share), at a price per share equal to (x) the aggregate exercise price for the shares of CAMAX Common Stock otherwise purchasable pursuant to such Plan Option divided by (y) the number of full shares of SDRC Common Stock deemed purchasable pursuant to such Plan Option; provided, however, that in the case of any option to which Section 421 of the Code applies by reason of its qualification under Section 422 of the Code ("qualified stock options"), the option price, the number of shares purchasable pursuant to such option and the terms and conditions of exercise of such option shall be determined in order to comply with Section 424(a) of the Code. The stock appreciation rights attached to each Plan Option, if

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any (the "Stock Appreciation Rights"), shall attach to the option to acquire SDRC Common Stock into which such Plan Option is converted pursuant to the preceding sentence, on the same terms and conditions as were applicable under such Plan Option.

(b) As soon as practicable after the Effective Date, SDRC shall deliver to the holders of Plan Options appropriate notices setting forth such holders' rights pursuant to the Plan and the agreements evidencing the grants of such Plan Options shall continue in effect on the same terms and conditions (subject to the adjustments required by this Section 2.5) after giving effect to the Merger and the assumption by SDRC as set forth above. SDRC shall comply with the terms of the Plan and ensure, to the extent required by, and subject to the provisions of, such Plan, that Plan Options which qualified as qualified stock options prior to the Effective Date continue to qualify as qualified stock options of SDRC after the Effective Date.

(c) SDRC shall take all corporate action necessary to reserve for issuance a sufficient number of shares of SDRC Common Stock for delivery upon exercise of Plan Options assumed by it in accordance with this Section 2.5 immediately after the Effective Date.

#### Section 2.6 Other Stock Options.

(a) At the Effective Date, each outstanding option to purchase shares of CAMAX Common Stock (individually, a "Stock Option" and, collectively, the "Stock Options") issued other than pursuant to the Plan, whether vested or unvested, shall be assumed by SDRC. Each Stock Option shall be deemed to constitute an option to acquire, on the same terms and conditions as were applicable under such Stock Option, the same number of shares of SDRC Common Stock as the holder of such Stock Option would have been entitled to receive pursuant to the Merger had such holder exercised such option in full immediately prior to the Effective Date, at a price per share equal to (x) the aggregate exercise price for the shares of CAMAX Common Stock otherwise purchasable pursuant to such Stock Option divided by (y) the number of full shares of SDRC Common Stock deemed purchasable pursuant to such Stock Option.

(b) As soon as practicable after the Effective Date, SDRC shall deliver to the holders of Stock Options appropriate notices setting forth such holders' rights and the agreements evidencing the grants of such Stock Options shall continue in effect on the same terms and conditions (subject to the adjustments required by this Section 2.6 after giving effect to the Merger and the assumption by SDRC as set forth above).

(c) SDRC shall take all corporate action necessary to reserve for issuance a sufficient number of shares of SDRC Common Stock for delivery upon exercise of Stock Options assumed by it in accordance with this Section 2.6 immediately after the Effective Date.

### ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF CAMAX

CAMAX and its Subsidiaries, as herein defined, hereby represent and warrant to SDRC and Surviving Corporation, their successors and assigns as follows:

Section 3.1 Organization and Good Standing. CAMAX is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota, and duly authorized to carry on the business presently conducted by it. CAMAX and its Subsidiaries are qualified to do business in the

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jurisdictions listed on Schedule 3.1 and are not required to be qualified to do business in any other jurisdiction where the failure to be so qualified would have a Material Adverse Effect on CAMAX or its Subsidiaries.

**Section 3.2 Capitalization.** As of the date of this Agreement, CAMAX's authorized capital stock consists of 50 million shares of common stock, without par value per share, of which 18,241,192 shares are issued and outstanding, fully paid and nonassessable. CAMAX has no outstanding options, warrants or other rights entitling another person to acquire any securities of CAMAX of any kind other than options to purchase a total of 3,260,738 shares of CAMAX Common Stock under the Plans and Stock Options.

**Section 3.3 Subsidiaries.** Schedule 3.3 is a list of all of CAMAX's direct or indirect subsidiaries and all joint ventures (the "Subsidiaries"), and each of the Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which each is incorporated.

**Section 3.4 Financial Statements.** CAMAX has previously furnished to SDRC its audited financial statements as of December 31, 1994, 1993 and 1992 together with unaudited financial statements for the eleven month period ended November 30, 1995 (collectively, the "Financial Statements"). The Financial Statements fairly present the financial condition of CAMAX as of said dates and the results of its operations for the periods then ended, in conformity with generally accepted accounting principles, consistently applied, except that the November 30, 1995 Financial Statements do not include footnotes in accordance with generally accepted accounting principles. There are no material liabilities, obligations or indebtedness of CAMAX required to be disclosed in the Financial Statements other than the liabilities, obligations or indebtedness disclosed therein (including footnotes).

**Section 3.5 Title.** Except as set forth on Schedule 3.5 and except where the result would not have a Material Adverse Effect on CAMAX, CAMAX and its Subsidiaries have good and marketable title to all of the properties and assets reflected in the Financial Statements as of the latest balance sheet contained in the Financial Statements, and which are still owned by it, and CAMAX and its Subsidiaries have good and marketable title to all properties and assets acquired by it after such date and still owned by it, subject to (i) any liens and encumbrances that do not materially adversely impair the use of the property, (ii) statutory liens for taxes not yet due and payable and (iii) minor defects and irregularities in title that do not materially adversely impair the use of the property.

**Section 3.6 Accounts Receivable.** Schedule 3.6 includes an accurate aging schedule of all of the accounts receivable reflected on CAMAX's latest balance sheet included in the Financial Statements. The net accounts receivable reflected on the latest balance sheet included in the Financial Statements will be fully collectible after such date in the ordinary course of business using reasonable business methods in light of the nature of the business.

**Section 3.7 Real Property.** Except as set forth on Schedule 3.7, (i) CAMAX and its Subsidiaries do not own or lease any real estate and (ii) CAMAX's or its Subsidiaries' leases of real property are all assignable and do not contain change of control provisions. With respect to all real estate leased by CAMAX or its Subsidiaries: (i) CAMAX or its Subsidiaries are the owner and holder of the entire interest in the leasehold estates purported to be granted by such leases; (ii) CAMAX or its Subsidiaries are not in material default under any lease and each lease constitutes a valid and binding obligation of the respective parties thereto; and (iii) there are no material declared defaults currently existing, neither CAMAX nor its Subsidiaries have received any notices of material default, and, to the knowledge of CAMAX or its Subsidiaries, no events have occurred that with notice, the lapse of time or both, or otherwise would constitute a material default under any of the real estate leases to which CAMAX or its Subsidiaries are a party.

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Except as set forth on Schedule 3.7, all improvements owned by CAMAX or its Subsidiaries (including buildings and other structures) on the real estate leased by CAMAX conform in all respects to applicable federal, state, local and foreign laws and regulations (including, but not limited to, those relating to environmental protection, conservation, occupational safety and health, zoning and building) and the real estate leased by CAMAX or its Subsidiaries is zoned for the purpose for which CAMAX or its Subsidiaries use or propose to use the real estate. All improvements (including buildings and other structures) owned by CAMAX or its Subsidiaries on the leased real estate are in good condition and repair, and there does not exist any condition that interferes with the economic value or the use thereof as presently used or as presently proposed to be used by CAMAX or its Subsidiaries.

**Section 3.8 Environmental Matters.** Except as disclosed on Schedule 3.8: (i) the property and assets of CAMAX and its Subsidiaries and the operations conducted thereon by CAMAX and its Subsidiaries (a) do not materially violate any applicable federal, state or local environmental law, regulation or ordinance (each hereinafter an "Environmental Law"), including by way of illustration and not by way of limitation, the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response Compensation and Liability Act of 1980, and the Toxic Substances Control Act (including any amendments or extensions thereof, and rules, regulations, standards or guidelines pursuant to any Environmental Laws) and all other environmental standards or requirements, and (b) are not subject to any existing, pending or, to the knowledge of CAMAX or its Subsidiaries, threatened investigation, inquiry or proceeding by any governmental authority or to any remedial obligations under any Environmental Law; (ii) all notices, permits, licenses or similar authorizations, if any, required to be obtained or filed under any Environmental Law in connection with the use of the real properties and assets of CAMAX and its Subsidiaries, including, without limitation, past or present treatment, storage, disposal or release of any or all petroleum products, underground storage tanks, and all Hazardous Substances (as such term is hereinafter defined) into the environment, have been obtained or filed; (iii) no Hazardous Substances have been disposed of or otherwise released by CAMAX or its Subsidiaries or, to the knowledge of CAMAX or its Subsidiaries, by others on or to the real properties on which the operations of CAMAX or its Subsidiaries are conducted except in strict compliance with Environmental Laws; and (iv) neither CAMAX nor its Subsidiaries have contingent liability in connection with the release of any Hazardous Substances into the environment. "Hazardous Substances" shall mean any toxic or hazardous or noxious substance, material or waste which is regulated by any local government authority having jurisdiction over the real properties of or used by CAMAX, the States of Minnesota or Oregon or the United States government, including, but not limited to (i) asbestos or any asbestos containing material of any kind or character which is now or may become friable and polychlorinated biphenyls ("PCBs") as regulated by the Toxic Substance Control Act, 15 U.S.C.A. Section 2601 et seq., or materials or substances designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act, 33 U.S.C.A. Section 1251 et seq., defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et seq., or defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 et seq.

Except as disclosed on Schedule 3.8, no notice of any violation of any Environmental Laws has been received by CAMAX or its Subsidiaries concerning the real properties of or used by CAMAX or its Subsidiaries, and, to the knowledge of CAMAX or its Subsidiaries, there are no existing or pending requirements of any governmental authority relating to environmental matters requiring any remedial action or other work, repairs, construction or capital expenditures with respect to the real properties. Neither CAMAX nor its Subsidiaries have been named as a "potentially responsible party" in connection with any litigation, investigation or similar matter, and CAMAX does not know of any matter in which CAMAX or its Subsidiaries may be so named.

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Except as set forth in Schedule 3.8, to the best of CAMAX's knowledge there is not located in, on or under the real properties owned or used by CAMAX or its Subsidiaries (1) electrical transformers or other equipment containing PCB's, (2) underground storage tanks, (3) urea formaldehyde foam insulation, (4) asbestos in any form, or (5) any other Hazardous Substances.

**Section 3.9 Inventories.** Schedule 3.9 includes an accurate and complete inventory listing as of November 30, 1995. The items comprising the inventory reflected in the inventory amounts on CAMAX's latest balance sheet included in the Financial Statements and on Schedule 3.9 were, as of the dates thereof, and will be at the Effective Date, of a quality and quantity that can be sold, used or consumed in the ordinary course of CAMAX's business as conducted on the date hereof and will in no event include items which are obsolete or not usable by CAMAX in the ordinary course of its business, except where the result would not have a Material Adverse Effect on CAMAX.

**Section 3.10 Absence of Material Adverse Changes.** Except as disclosed on Schedule 3.10: (i) since December 31, 1994, there have been no changes which would have a Material Adverse Effect on the financial condition, operations or business of CAMAX; and (ii) neither CAMAX's chief executive officer nor its chief financial officer is aware of any events which have occurred since December 31, 1994 or which are reasonably certain to occur in the future and which reasonably can be expected to result in any Material Adverse Effect on the financial condition, operations or business of CAMAX.

**Section 3.11 Relationship with Customers and Distribution Channels.** To the best knowledge of CAMAX, there exists no threat on the part of any material customer (including any reseller) or supplier to materially reduce the volume of its purchases from or sales to CAMAX or to otherwise materially modify its business relationship with CAMAX.

**Section 3.12 Absence of Undisclosed Liabilities.** Except to the extent reflected or reserved against on CAMAX's latest balance sheet included in the Financial Statements, CAMAX does not have any undisclosed liabilities or obligations (secured, unsecured, contingent or otherwise) of a nature customarily reflected on a corporate balance sheet prepared in accordance with generally accepted accounting principles.

**Section 3.13 Litigation.** Except as disclosed on Schedule 3.13 hereto, there are no actions, suits, proceedings, investigations or assessments of any kind pending before any court, administrative agency, arbitration association, or other regulatory body, or to the best knowledge of CAMAX, threatened against CAMAX or its Subsidiaries which if successful might result in any Material Adverse Effect on CAMAX or its Subsidiaries or which questions the validity or legality of this Agreement or of any action taken or to be taken by CAMAX in connection with this Agreement.

**Section 3.14 Taxes.** Except to the extent reserved against on the latest balance sheet included in the Financial Statements and/or as set forth on Schedule 3.14, CAMAX and its Subsidiaries have (i) timely filed all tax returns, schedules, declarations, and tax-related documents (collectively, "Returns") required to be filed by any and all jurisdictions to which it is or has been subject; (ii) timely paid in full any taxes, interest and penalties with respect thereto, subject to audit of the taxing authorities by such jurisdictions and timely made any deposits of tax required by taxing jurisdictions; (iii) fully accrued on its books an amount sufficient to pay all taxes not yet due for any completed taxable period; (iv) made timely payments of the taxes required to be deducted and withheld from the wages paid to employees; and (v) otherwise satisfied, in all material respects, all legal requirements applicable to it with respect to all aforementioned obligations to taxing jurisdictions. All Returns filed by CAMAX correctly reflect in all material respects its income, expenses, deductions, credits and loss carryovers and the taxes due and are otherwise accurate and complete in all

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material respects. CAMAX has delivered to SDRC true and complete copies of all federal income tax returns of CAMAX for each of the taxable years ended 1993 and 1994, inclusive. The most recent period for which an assessment can no longer be made by the IRS with respect to federal income tax obligations of CAMAX is for the fiscal year ended 1991. Except as set forth on Schedule 3.14, CAMAX has not experienced an audit of any of the Returns, and CAMAX has no knowledge that an audit of any of the Returns is in progress and has no reason to believe that any such audit is contemplated. There are no other pending questions by any taxing authority relating to, or claims asserted for (or to the knowledge of CAMAX or its Subsidiaries any basis therefor), taxes or assessments of CAMAX. For purposes of this Section, "tax" and "taxes" (when not modified by other words such as "income" or "franchise") shall include all income, gross receipts, franchise, excise, real and personal property, and other taxes imposed by any federal, state, municipal, local, or other governmental agency, including assessments in the nature of taxes.

**Section 3.15 Contracts, Agreements and Commitments.** Except as disclosed on Schedule 3.15, as of the date hereof, CAMAX is not a party to any material contract, agreement or commitment, oral or written, which is to be performed in whole or in part at or after the date of this Agreement. Except as set forth on Schedule 3.15, there is no breach or violation of, or default under any material contract, agreement or commitment, and no event has occurred which, with notice or lapse of time or both, would constitute a breach, violation or default, or give rise to a right of termination, modification, cancellation, prepayment or acceleration under any such contract, agreement or commitment.

**Section 3.16 Intellectual Property.**

(a) Schedule 3.16 contains a complete and accurate list of all of CAMAX's and its Subsidiaries' Intellectual Property, as defined herein. Schedule 3.16 also contains a complete and accurate list of all third-party owned software incorporated into any CAMAX product. Except as set forth in Schedule 3.16, CAMAX and its Subsidiaries own all right, title and interest in and to, or hold valid licenses, if any, in and to the rights of the Intellectual Property. Schedule 3.16 sets forth a list of all software products currently marketed by CAMAX and its Subsidiaries, or marketed within the three year period prior to the date of this Agreement, and identifies the source or method of intellectual property protection utilized or relied upon by CAMAX with respect to each such product. Except as described on Schedule 3.16, none of the software products marketed by CAMAX or its Subsidiaries has entered the public domain or otherwise lacks intellectual property protection.

(b) Except as set forth on Schedule 3.16, CAMAX and its Subsidiaries have not, as of and since the date upon which they acquired any of the Intellectual Property, (i) transferred, conveyed, sold, assigned, pledged, mortgaged or granted a security interest in any of the Intellectual Property to any third party, (ii) entered into any license, franchise or other agreement with respect to any of the Intellectual Property with any third person, or (iii) otherwise encumbered any of the Intellectual Property. CAMAX and its Subsidiaries have maintained and enforced the Intellectual Property in accordance with their customary practices in order to safeguard the secrecy of all the Intellectual Property that are considered to be trade secrets.

(c) The conduct of the business of CAMAX and its Subsidiaries as currently conducted does not, to CAMAX's knowledge, conflict, misappropriate or infringe in any way with any intellectual property right of any third party that, individually or in the aggregate, is reasonably likely to have a Material Adverse Effect on CAMAX's business, and there is no claim, suit, action or proceeding pending or, to the knowledge of CAMAX, threatened against CAMAX or any of its Subsidiaries (i) alleging that use of the Intellectual Property or any intellectual property licenses conflicts or infringes in any way with any third party's

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intellectual property rights, or (ii) challenging CAMAX's or its Subsidiaries' ownership of or right to use or the validity of any Intellectual Property. To CAMAX's knowledge, there are no conflicts, misappropriations, infringements or other violations by any third party of any of the Intellectual Property owned by or licensed by or to CAMAX or any of its Subsidiaries.

(d) Each copyright registration, patent and trademark registration and each application therefor listed in Schedule 3.16 is valid, subsisting and in proper form, and has been duly maintained, including the submission of all necessary filings in accordance with the legal and administrative requirements of the appropriate jurisdictions. CAMAX and its Subsidiaries have taken all of the proper precautions to maintain the secrecy of its Intellectual Property that are considered to be trade secrets, and to protect their trade secrets from disclosure to the full extent required under Minnesota law. Except as set forth in Schedule 3.16, there have been no failures in complying with such requirements and no Copyright, Patent or Trademark, each as defined herein, has lapsed and there has been no cancellation or abandonment thereof.

(e) Neither CAMAX nor any other person has, to the knowledge of CAMAX, granted any release, covenant not to sue, or non-assertion assurance or entered into any indemnification or settlement agreement with any person with respect to any part of the Intellectual Property or any intellectual property licenses associated with the Intellectual Property.

For the purpose of this Agreement, "Intellectual Property" shall be defined as (a) all know-how, show-how, confidential or proprietary technical information, trade secrets, designs, processes, computer software, databases originating with CAMAX or as "work for hire" created by or on behalf of CAMAX, research in progress, inventions or invention disclosures (whether patentable or unpatentable) and drawings, schematics, blueprints, flow sheets, designs and models; (b) all copyrights, copyright registrations, copyrights mask works and copyright applications (the "Copyrights"); (c) all patents, patent applications, patents pending, patent disclosures on inventions and all patents issued upon said patent applications or based upon such disclosures (the "Patents"); and (d) all registered and unregistered trade names, trademarks, service marks, product designations, corporate names, trade dress, logos, slogans, designs and general intangibles of like nature, together with all registrations and recordings and all applications for registration therefor and all translations, adaptations, derivatives and combinations thereof (the "Trademarks").

Section 3.17 Business Operation. Since December 31, 1994, and except for the grant and exercise of Stock Options and Plan Options, CAMAX has been operating in the ordinary course of business, has not made any changes in its capital or corporate structures, nor any material changes in its methods of business operation and has not provided any increases in employee salaries or benefits or made a commitment to change the compensation of any employee, other than in the ordinary course. Except as set forth on Schedule 3.17, since December 31, 1994, CAMAX has not declared or paid any dividends nor made any distributions of any other kind to its shareholders.

Section 3.18 CAMAX's Employees and Employee Benefit Plans. Schedule 3.18 contains a complete and accurate list and a brief description of each employee contract and each plan or arrangement, including the total number of CAMAX shares authorized to be issued under each such contract, plan or arrangement, which provides any of the following benefits: bonus, profit sharing, employee stock ownership, stock option, stock appreciation right, stock grant, phantom stock, pension, retirement, insurance, medical, hospitalization, dental, disability, vacation, workers' compensation, unemployment, deferred or incentive compensation, severance or any other benefit, including, without limitation, each "employee pension benefit plan" within the meaning of Section 3(2) of ERISA, and "employee welfare benefit plan" within the meaning of Section 3(1) of ERISA (collectively, "Benefit Plans") with respect to any one or more of the employees or former

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employees of CAMAX. To the extent the Benefit Plans have been reduced to writing, complete and accurate copies of all the Benefit Plans have been delivered to SDRC. In the event a Benefit Plan is not in written form, Schedule 3.18 includes a complete and accurate description of each Benefit Plan. CAMAX is not and never has been obligated to make contributions to any multi-employer plan within the meaning of Section 3(37) of ERISA and there exist no unfunded liabilities under any of the Benefit Plans. Schedule 3.18 also includes an accurate and complete list of each employee of CAMAX with each employee's job title and annual compensation set forth next to each employee's name. Except as set forth on Schedule 3.18, there has been no change in the compensation payable to such employees. Except as otherwise set forth in Schedule 3.18, CAMAX has not promised to provide and is not providing any medical or life insurance benefits to former employees or any other persons other than current employees. CAMAX has previously delivered to SDRC copies of all executory employment agreements.

### Section 3.19 Compliance of Plans with ERISA and Code.

**3.19.1 Compliance.** If any of the Benefit Plans were to be terminated, neither CAMAX nor its Subsidiaries would have any material liability with respect to any Benefit Plan other than for amounts already paid or provided for. All Benefit Plans comply in all respects with all applicable laws and regulations including the requirements of the Code that the Benefit Plans be non-discriminatory with regard to coverage, availability of benefits and amount and level of benefits. Each Benefit Plan has received a favorable determination letter from the Internal Revenue Service ("IRS"), each of which is current, that such Benefit Plan meets the requirements of Section 401(a) of the Code. There is no "excess reserve" with respect to any Benefit Plan under Section 419(A)(7)(C) of the Code. Each participant and beneficiary under each of the Benefit Plans, and each of their spouses and dependents, has received (i) all notices and reports required by ERISA within the required deadlines, and (ii) adequate and timely notice of all elections and options permitted under the Benefit Plans. All required contributions have been made to each of the Benefit Plans.

**3.19.2 Violations.** CAMAX and its Subsidiaries have not engaged in any transaction which could result in a material liability under Section 409 of ERISA or Section 4975 of the Code. The execution and delivery of this Agreement will not cause the termination of any of the Benefit Plans, involve any prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code, nor constitute a breach of fiduciary responsibility with respect to the Benefit Plans.

**3.19.3 Documents.** CAMAX has delivered to SDRC: (i) all determination letters issued by the IRS within the past five years with respect to the Benefit Plans, and the requests therefor; (ii) any and all documents submitted by CAMAX and its Subsidiaries to the IRS or the Department of Labor ("DOL") with respect to the Benefit Plans during the past five years; (iii) any document relating to the Benefit Plans or the participation of CAMAX or its Subsidiaries therein, or the benefits provided thereunder that create liability with respect thereto; and (iv) any documents received by CAMAX or its Subsidiaries from the IRS or the DOL challenging or raising questions regarding the compliance of any Benefit Plan with the Code, ERISA or any other applicable law.

**Section 3.20 Labor and Employment Matters.** Except as set forth on Schedule 3.20, there has not been filed with the National Labor Relations Board any complaint alleging any unfair labor practices against CAMAX or its Subsidiaries; there are no facts that would lead to any such unfair labor practice charge; and there has been no occurrence within the past two years of any material work stoppage or strike or any significant labor troubles at the facilities of CAMAX or its Subsidiaries. CAMAX and its Subsidiaries are not parties to any collective bargaining agreements. No person or party (including, but not limited to, governmental agencies of any kind) has any valid or enforceable claim or any basis for any valid and

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enforceable action or proceeding against CAMAX or its Subsidiaries arising out of any federal and/or state equal employment opportunity statutes, ordinances or regulations, including, but not limited to, those pertaining to race, age, religion, gender, sexual harassment and all other similar claims. Except as set forth on Schedule 3.20, all of CAMAX's and its Subsidiaries' employees are United States citizens or are otherwise fully and properly authorized to work on a permanent basis in the United States.

**Section 3.21 Overtime, Back Wages, Vacation and Minimum Wages.** Except as set forth on Schedule 3.21 or as reflected in the latest balance sheet included in the Financial Statements, no present or former employee of CAMAX or its Subsidiaries has any valid and enforceable claim (whether under federal or state law) under any employment agreement, or otherwise, on account of or for (i) overtime pay, other than overtime pay for the current payroll period, (ii) wages or salary for any period other than the current payroll period, (iii) vacation or time off (or pay in lieu thereof), other than that earned in respect of the previous twelve months, or (iv) any violation of any statute, ordinance or regulation relating to minimum wages or maximum hours of work.

**Section 3.22 Discrimination, Occupational Safety and Other Statutes and Regulations:** Except as set forth on Schedule 3.22, no person or party (including, but not limited to, governmental agencies of any kind) has any valid and enforceable claim, or any basis for any valid and enforceable action or proceeding against CAMAX or its Subsidiaries arising out of any breach or violation by CAMAX or its Subsidiaries of any statute, ordinance or regulation relating to discrimination in employment or employment practices or occupational safety and health standards (including without limitation, the Occupational Safety and Health Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 or the Americans with Disabilities Act).

**Section 3.23 CAMAX's Insurance Policies.** Schedule 3.23 contains an accurate and complete list of each insurance policy currently providing coverage for the assets of CAMAX and its Subsidiaries, their directors, officers and all employees. CAMAX and its Subsidiaries have at all times maintained liability coverage with financially sound and reputable insurance carriers in amounts which are reasonable in light of the business of CAMAX and its Subsidiaries and its claims experience. CAMAX and its Subsidiaries have no knowledge that any insurance carriers presently providing insurance coverage to CAMAX or its Subsidiaries intend to cancel or refuse to renew such policies or materially increase the premiums payable for coverage comparable to present coverage, except for premium increases to be generally applicable; nor does CAMAX or its Subsidiaries have any knowledge that any such insurance carriers intend to require CAMAX or its Subsidiaries to implement material changes in its present operating facilities or methods or products as a condition to maintaining insurance.

**Section 3.24 Bank Matters.** Set forth on Schedule 3.24 is a list of each bank account, including the name and address of the bank and the account number, maintained by CAMAX or its Subsidiaries. The list identifies each person who has signature power with respect to each such account. Schedule 3.24 also contains a list of all bank loans held by CAMAX or its Subsidiaries, including the name and address of the bank, the loan number, the original loan amount and all balances due. CAMAX has previously provided SDRC with copies of all documentation with respect to any bank loans.

**Section 3.25 Securities Laws and Regulations.** Except as set forth on Schedule 3.25, all of the CAMAX Common Stock previously issued, including without limitation stock issued in connection with any of the Plans and Stock Options, were issued in full compliance with all federal and state securities laws and all regulations promulgated thereunder.



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**Section 3.26 Minute Books and Stock Record Books.** The minute books of CAMAX and its Subsidiaries contain complete and accurate records of all meetings and other corporate actions of each of its shareholders and its Boards of Directors, including, but not limited to, any committees of each such corporation's Board of Directors. The stock record books of CAMAX and its Subsidiaries contain complete and accurate records of all transactions involving the issuance or transfer of equity securities of CAMAX or its Subsidiaries, respectively.

**Section 3.27 Brokers' Fees.** Except for the fee payable to Wessell's, Arnold and Henderson, CAMAX (i) has not, directly or indirectly, dealt with any broker or finder in connection with this transaction and (ii) has not incurred or will not incur any obligation for any broker's or finder's fee or commission in connection with the transactions provided for in this Agreement.

**Section 3.28 Fairness Opinion.** As referenced in Paragraph 2(a) of the offer letter to CAMAX from SDRC dated December 7, 1995 (the "Offer Letter"), CAMAX has received from an independent investment banking firm an opinion, in form and substance satisfactory to CAMAX, a copy of which is attached hereto as Exhibit 3.28, that the Merger will, if consummated, be fair to the shareholders of CAMAX from a financial point of view and such fairness opinion shall not have been withdrawn as of the Effective Date.

**Section 3.29 Tax Opinion.** As referenced in Paragraph 2(a) of the Offer Letter, CAMAX has received from tax counsel an opinion, in form and substance satisfactory to CAMAX, a copy of which is attached hereto as Exhibit 3.29, that the Merger will, if consummated, constitute a tax-free transaction under the Code and such opinion shall not have been withdrawn as of the Effective Date.

**Section 3.30 Additional Tax Matters.** To the knowledge of CAMAX and its Subsidiaries, neither CAMAX nor any of its Subsidiaries, affiliates or shareholders has taken or agreed to take any action that would prevent the Merger from constituting a transaction qualifying as a reorganization under Sections 368(a)(1)(A) and 368(a)(2)(L) of the Code.

**Section 3.31 Corporate Power and Authorization.** The directors of CAMAX, by resolution adopted by the vote of the directors at a meeting duly called and held in accordance with applicable law, have duly approved this Agreement, and have directed that this Agreement be submitted to a vote of CAMAX's shareholders at a special meeting of shareholders to be called for that purpose, all in accordance with and as required by law and in accordance with the Articles of Incorporation and Bylaws of CAMAX. CAMAX has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder subject to certain required regulatory and shareholder approvals. This Agreement, when executed and delivered, will have been duly authorized and will constitute valid and binding obligations of CAMAX, enforceable in accordance with their respective terms, except to the extent that (i) enforceability thereof may be limited by insolvency, reorganization, liquidation, bankruptcy, readjustment of debt or other laws of general application relating to or affecting the enforcement of creditors' rights, and (ii) the availability of certain remedies may be precluded by general principles of equity, subject, however, to the receipt of requisite regulatory approvals and the approval of CAMAX's shareholders.

**Section 3.32 No Violation.** Except as set forth on Schedule 3.32, neither the execution of this Agreement, nor the consummation of the transactions contemplated hereby, (i) conflicts with, results in a breach of, violates or constitutes a material default under, CAMAX's Articles of Incorporation or Bylaws or any federal, state or local law, statute, ordinance, rule, regulation or court or administrative order, or any agreement, arrangement or commitment to which CAMAX, its Subsidiaries or any of its property is subject or bound; (ii) results in the creation of or gives any person the right to create any lien, charge, encumbrance.

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security agreement or any other rights of others or other adverse interest upon any material right, property or asset belonging to CAMAX or its Subsidiaries other than such rights as may be given dissenting shareholders of CAMAX pursuant to Minnesota law; (iii) terminates or gives any person the right to terminate, amend, abandon or refuse to perform any material agreement, arrangement or commitment to which CAMAX or its Subsidiaries is a party or by which CAMAX's or its Subsidiaries' rights, properties or assets are subject or bound; or (iv) accelerates or modifies, or gives any party thereto the right to accelerate or modify, the time within which, or the terms according to which, CAMAX or its Subsidiaries are to perform any duties or obligations or receive any rights or benefits under any material agreements, arrangements or commitments. For purposes of subparagraphs (iii) and (iv) immediately preceding, material agreements, arrangements or commitments exclude agreements, arrangements or commitments having a term expiring less than six months from the date of this Agreement or which do not require the expenditure of more than \$150,000 (but shall include all agreements, arrangements or commitments pursuant to which credit has been extended by CAMAX or its Subsidiaries).

**Section 3.33 International Business Matters.** Except (i) as set forth on Schedule 3.33 or (ii) to the extent it would not have a Material Adverse Effect on CAMAX:

(a) CAMAX and its Subsidiaries have complied in all respects with all laws, regulations and ordinances of the foreign jurisdictions in which CAMAX or its Subsidiaries do business or propose to do business;

(b) All contracts and agreements between CAMAX or its Subsidiaries and any foreign parties are duly registered with or approved by the appropriate regulatory authority in each foreign jurisdiction in which CAMAX or its Subsidiaries do business or propose to do business;

(c) CAMAX and its Subsidiaries are properly incorporated and authorized to do business in all foreign jurisdictions where CAMAX or its Subsidiaries currently do or propose to do business and have all foreign governmental licenses and permits necessary for conducting the business each conduct and such licenses and permits are in full force and effect; no violations have been recorded and no proceedings are pending or threatened to revoke or limit any of such licenses and permits;

(d) Neither CAMAX nor its Subsidiaries has knowingly violated any foreign law, regulation or ordinance or any U.S. laws pertaining to business with foreign jurisdictions, including without limitation the United States Foreign Corrupt Practices Act, the violation of which could have a Material Adverse Effect on the ability of CAMAX to do business in foreign jurisdictions, and CAMAX and its Subsidiaries are not aware of any claims or litigation in any foreign jurisdictions pending or threatened against CAMAX or its Subsidiaries;

(e) The sale of CAMAX's or its Subsidiaries' products in any foreign jurisdiction is not restricted by any United States export laws and/or any regulations promulgated thereunder, and CAMAX and its Subsidiaries conduct their international sales in full compliance with all applicable export laws and regulations. CAMAX and its Subsidiaries have previously provided SDRC with evidence of the classification of CAMAX's or its Subsidiaries' software under applicable United States export laws and regulations;

(f) CAMAX is current on all payments due to foreign distributors; and

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(g) All revenues resulting from sales made in foreign jurisdictions by CAMAX or its Subsidiaries are reported on CAMAX's Financial Statements in accordance with United States generally accepted accounting principles.

Schedule 3.33 includes an itemized description of any restrictions imposed by foreign governments or governmental agencies on CAMAX's or its Subsidiaries' ability to terminate any of their distribution agreements or other agreements with foreign entities selling CAMAX products.

Section 3.34 Maintenance and Enhancement Agreements. Schedule 3.34 includes a copy of CAMAX's standard software maintenance agreement and, except as set forth on Schedule 3.34, there exist no deviations to CAMAX's standard software maintenance agreement which require increased maintenance obligations by CAMAX to any of its customers.

Except as set forth on Schedule 3.34, CAMAX and its Subsidiaries have not orally or in writing committed to provide selective special enhancements to any of their software products for particular CAMAX customers.

Section 3.35 Full Disclosure. No representation or warranty made by CAMAX and its Subsidiaries in this Agreement or any Schedule or Exhibit hereto and no statement or certificate or memorandum furnished or to be furnished by CAMAX pursuant hereto or in connection with the transactions covered hereby contains or will contain any untrue statement of a material fact, or omit any material fact, the omission of which would be misleading.

#### ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF SDRC

SDRC and Surviving Corporation, jointly and severally, hereby represent and warrant to CAMAX, its successors and assigns as follows:

Section 4.1 Organization and Good Standing. Each of SDRC and Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio, and is duly authorized to carry on the business presently conducted by it.

Section 4.2 Capitalization. SDRC's authorized capital stock consists of 100,000,000 shares of common stock, no par value, of which 30,535,975 shares are issued and outstanding as of December 31, 1995, fully paid and nonassessable. Surviving Corporation's authorized capital stock consists of 500 shares of common stock, no par value, of which 10 shares are issued and outstanding as of December 31, 1995, fully paid and nonassessable.

Section 4.3 Corporate Power and Authorization. The Boards of Directors of SDRC and Surviving Corporation, respectively, and the shareholder of the Surviving Corporation, by resolution adopted by votes of the directors at meetings duly called and held in accordance with applicable law, have each duly approved this Agreement, all in accordance with and as required by law and in accordance with the Articles of Incorporation and Code of Regulations of SDRC and Surviving Corporation, respectively. SDRC and Surviving Corporation each have the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder subject to certain required regulatory approvals. This Agreement, when executed and delivered, will have been duly authorized and will constitute valid and binding obligations of

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each of SDRC and Surviving Corporation, enforceable in accordance with their respective terms, except to the extent that (i) enforceability thereof may be limited by insolvency, reorganization, liquidation, bankruptcy, readjustment of debt or other laws of general application relating to or affecting the enforcement of creditors' rights, and (ii) the availability of certain remedies may be precluded by general principles of equity, subject, however, to the receipt of requisite regulatory approvals.

**Section 4.4 No Violation.** Neither the execution of this Agreement, nor the consummation of the transactions contemplated hereby, (i) conflicts with, results in a breach of, violates or constitutes a material default under either SDRC's or Surviving Corporation's Articles of Incorporation or Code of Regulations or any federal, state or local law, statute, ordinance, rule, regulation or court or administrative order, or any agreement, arrangement, or commitment, to which SDRC or Surviving Corporation or any of their property is subject or bound; (ii) results in the creation of or gives any person the right to create any lien, charge, encumbrance, security agreement or any other rights of others or other adverse interest upon any material right, property or asset belonging to SDRC or Surviving Corporation; (iii) terminates or gives any person the right to terminate, amend, abandon, or refuse to perform any material agreement, arrangement or commitment to which CAMAX is a party or by which SDRC's or Surviving Corporation's rights, properties or assets are subject or bound; or (iv) accelerates or modifies, or gives any party thereto the right to accelerate or modify, the time within which, or the terms according to which, SDRC or Surviving Corporation is to perform any duties or obligations or receive any rights or benefits under any material agreements, arrangements or commitments.

**Section 4.5 Due Diligence.** SDRC has completed, to its satisfaction, a due diligence review of CAMAX's products, software and intellectual property and of CAMAX's books, records, contracts, agreements and other documents directly impacting CAMAX and its Subsidiaries, as provided in Paragraph 2(f) of the Offer Letter.

**Section 4.6 Shares to be Issued.** The shares of SDRC Common Stock to be issued and delivered pursuant to this Agreement will, when so issued, be duly and validly issued, fully paid and non-assessable.

**Section 4.7 SEC Filings.** SDRC has delivered to CAMAX true and complete copies of its (i) Annual Reports on Form 10-K for the years ended December 31, 1994, 1993 and 1992, as filed with the Securities and Exchange Commission ("SEC"), and its Annual Report to Shareholders for such years; (ii) proxy statements relating to all of SDRC's meetings of shareholders (whether annual or special) since December 31, 1992; and (iii) all other reports, statements and registration statements (including Quarterly Reports on Form 10-Q and Current Reports on Form 8-K) filed by SDRC with the SEC since December 31, 1994 (collectively, the "SEC Filings"). As of their respective dates, the SEC Filings (including all exhibits and schedules thereto and documents incorporated by reference therein) complied as to form in all material respects with the applicable laws and rules and regulations of the SEC and did not contain any untrue statement of 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 financial statements of SDRC and its subsidiaries included or incorporated by reference in the SEC Filings (including the related notes and schedules) have been prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the consolidated assets, liabilities and financial position of SDRC and its consolidated subsidiaries as of the dates thereof and the consolidated results of their operations and changes in financial position for the periods then ended (subject, in the case of any unaudited interim financial statements, to normal year-end adjustments). Since January 1, 1992, SDRC has filed in a timely manner all

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reports that it was required to file with the SEC pursuant to the Securities Exchange Act of 1934, as amended (the "1934 Act"), and the rules and regulations promulgated thereunder.

**Section 4.8 No Material Adverse Change.** Except as disclosed in the SEC Filings filed with the SEC through the date of this Agreement, since September 30, 1995, there has been no change in, and no event, occurrence or development in the business of SDRC, the Surviving Corporation or any of the SDRC subsidiaries that, taken together with other events, occurrences and developments with respect to such business, has had or would reasonably be expected to have a Material Adverse Effect on SDRC or the ability of SDRC to consummate the transactions contemplated hereby.

**Section 4.9 Prospectus/Proxy Statement.** At the time the Registration Statement (as defined in Section 5.8) becomes effective and at the time the Prospectus/Proxy Statement (as defined in Section 5.8) is mailed to the shareholders of CAMAX for purposes of obtaining the approvals referred to in Section 5.15 and at all times subsequent to such mailing up to and including the times of such approvals, the Registration Statement and the Prospectus/Proxy Statement (including any amendments or supplements thereto), with respect to all information set forth therein relating to SDRC, the SDRC Common Stock, this Agreement, the Merger and all other transactions contemplated hereby, will (a) comply in all material respects with applicable provisions of the Securities Act of 1933 (the "1933 Act") and the 1934 Act and (b) 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 contained therein, in light of the circumstances under which they were made, not misleading.

**Section 4.10 Current Plans or Intentions.** To the knowledge of SDRC and the Surviving Corporation, neither SDRC nor any of its subsidiaries, affiliates or shareholders has taken or agreed to take any action that would prevent the Merger from constituting a transaction qualifying as a reorganization under Sections 368(a)(1)(A) and 368(a)(2)(D) of the Code and SDRC does not have any current plan or intention to take any of the following actions within the twelve month period immediately following the Effective Date:

(a) liquidate the Surviving Corporation;

(b) merge the Surviving Corporation with or into another corporation, except if the Surviving Corporation is the surviving corporation;

(c) cause the Surviving Corporation or any Surviving Corporation Subsidiary to sell or otherwise dispose of any of its assets to any entity other than the Surviving Corporation or a Surviving Corporation Subsidiary, with the following exceptions: (i) sales or dispositions in the ordinary course of business, or (ii) sales or dispositions which would not violate the "substantially all" test as defined in Rev. Proc. 77-37, 1977-2 568 Section 3.01;

(d) dispose of any stock of the Surviving Corporation except for transfers to corporations controlled by SDRC, as defined in Section 368(c) of the Code, or cause the Surviving Corporation to issue shares of its stock to anyone other than SDRC that would result in SDRC losing 80% control of the Surviving Corporation, as defined in Section 368(c) of the Code.

For purposes of this Section 4.10, the term "Surviving Corporation Subsidiary" shall mean any entity with respect to which the Surviving Corporation or another Surviving Corporation Subsidiary (so defined), at the time of the occurrence of the event described in this Section 4.10, owns stock that possesses at least 80% of the total voting power of such entity and has a value equal to at least 80% of the total value of the stock of such entity.

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**Section 4.11 Litigation.** Except as disclosed in SDRC's SEC Filings, there are no actions, suits, proceedings, investigations or assessments of any kind pending before any court, administrative agency, arbitration association, or other regulatory body, or to the knowledge of SDRC, threatened against SDRC, the Surviving Corporation or any of its subsidiaries which if successful might have a Material Adverse Effect or which questions the validity or legality of this Agreement or of any action taken or to be taken by SDRC or the Surviving Corporation in connection with this Agreement.

**Section 4.12 Brokers' Fees.** Neither SDRC nor the Surviving Corporation (i) has, directly or indirectly, dealt with any broker or finder in connection with this transaction and (ii) has not incurred or will not incur any obligation for any broker's or finder's fee or commission in connection with the transactions provided for in this Agreement.

**Section 4.13 Governmental Authorities; Consents.** Except for the applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act"), and except for the filing of the Certificate of Merger and the Articles of Merger with the Secretaries of State of the States of Ohio and Minnesota, SDRC and Surviving Corporation are not required to submit any notice, report or other filing with any governmental authority in connection with the execution or delivery by it of this Agreement, the Certificate of Merger or the Articles of Merger or the consummation of the transactions contemplated hereby or thereby. No approval or authorization of any governmental or regulatory authority or any other party or person (except the approval of the Agreement of Merger and Plan of Reorganization by the shareholders of CAMAX and Surviving Corporation) is required to be obtained by SDRC or Surviving Corporation in connection with their execution, delivery and performance of this Agreement, the Certificate of Merger or the Articles of Merger or the transactions contemplated hereby or thereby.

**Section 4.14 Full Disclosure.** No representation or warranty made by SDRC or Surviving Corporation in this Agreement or exhibit hereto and no statement or certificate or memorandum furnished or to be furnished by SDRC or Surviving Corporation pursuant hereto or in connection with the transactions covered hereby contains or will contain any untrue statement of a material fact, or omit any material fact, the omission of which would be misleading.

## ARTICLE 5 COVENANTS

**Section 5.1 Cooperation.** Each of the parties hereto shall cooperate with the other party in all reasonable respects, and shall take all other steps necessary to carry out and consummate the transactions contemplated by this Agreement at the earliest practicable time including, without limitation, the filing of applications, notices and other documents with, and obtaining approval from, appropriate governmental regulatory agencies.

**Section 5.2 Access to Information.** CAMAX and its Subsidiaries have permitted SDRC, its officers, employees, accountants, agents and attorneys, and SDRC has permitted CAMAX, its officers, employees, accountants, agents and attorneys, to have reasonable access during business hours to their respective books, records and properties for the purpose of making a detailed examination or updating and amplifying prior examinations of the financial condition, assets, liabilities, legal compliance, affairs and the conduct of the business of CAMAX or SDRC, as the case may be, and permitting one another to undertake a complete due diligence investigation to its satisfaction provided, however, that any such due diligence investigation by SDRC or CAMAX shall not relieve SDRC or CAMAX from any responsibility or liability for any material

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misrepresentation or material breach of warranty hereunder discovered in the course of or subsequent to such investigation and prior to the Effective Date.

**Section 5.3 Conduct of the Business Until the Effective Date.** Except for actions contemplated hereby or taken with the prior written consent of SDRC, CAMAX and its Subsidiaries will, from the date of this Agreement until the Effective Date, conduct their business only in the ordinary course and consistent with past practices, and CAMAX and its Subsidiaries will refrain from taking any action which would result in a material breach of any representation and warranty made by CAMAX and its Subsidiaries herein. During the period from the date of this Agreement to the Effective Date, CAMAX and its Subsidiaries shall not without prior written consent from SDRC, (1) license, sell or otherwise dispose of any asset, property or intellectual property rights, in any form, in whole or in part, nor (2) make any individual disbursements, commitments or purchases in excess of \$150,000, except for any disbursements planned or made in the ordinary course of business in accordance with the current CAMAX Manufacturing Technologies, Inc. Bonus Plan.

**Section 5.4 CAMAX Subsidiaries.** As of the Effective Date, either CAMAX or Point Control Co., an Oregon corporation and a wholly-owned subsidiary of CAMAX, shall be the sole owner of all of the issued and outstanding stock of all of the CAMAX Subsidiaries.

**Section 5.5 Capital Structure and Dividends.** From the date of this Agreement until the Effective Date, except for the issuance of CAMAX Common Stock pursuant to the valid exercise of Plan Options or Stock Options, neither CAMAX nor any of its Subsidiaries will issue any long term debt or additional securities of any kind or warrants or options to purchase any of such securities. As of the date of this Agreement, except for the issuance of CAMAX Common Stock pursuant to the valid exercise of Plan Options or Stock Options, CAMAX shall take no actions which change or affect its capital structure; nor shall CAMAX, without the prior written consent of SDRC, pay any dividends or make any distributions on CAMAX's or any of its Subsidiaries' stock.

**Section 5.6 No Other Negotiations.** From the date of this Agreement until the Effective Date, CAMAX agrees that neither it, its Subsidiaries, nor any officer, director, employee or agent on its behalf will initiate or hold discussions, negotiate or bargain with or entertain offers from any other party concerning the acquisition or change in control of CAMAX, however structured. In the event CAMAX receives an unsolicited offer relating to the type of transaction contemplated hereby, CAMAX shall immediately notify SDRC in writing of the existence and contents of the offer, the identity of the offeror, and shall provide SDRC with a copy of the offer and any related correspondence. CAMAX shall immediately inform the offeror of the existence of this Agreement and CAMAX shall reject such offer.

**Section 5.7 Option Plans.** From the date of the Offer Letter until the Effective Date, CAMAX shall not grant or have granted any options under the Plans or the Stock Options. SDRC shall make all filings required under federal and state securities laws within 30 days of the Effective Date, including, without limitation, filing registration statements on Form S-8 (or such other form as may be appropriate) with the Securities and Exchange Commission, so as to permit the exercise of such options and the sale of the shares received by the optionees upon such exercise.

#### Section 5.8 Registration Statement

(a) For the purposes (i) of holding a meeting of the shareholders of CAMAX to approve this Agreement and the Merger and (ii) of registering the SDRC Common Stock to be issued to holders of

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CAMAX Common Stock in connection with the Merger with the SEC and with applicable state securities authorities, the parties hereto shall cooperate in the preparation of an appropriate registration statement (such registration statement, together with any and all amendments and supplements thereto, being herein referred to as the "Registration Statement"), which shall include a prospectus/proxy statement satisfying all applicable requirements of the 1933 Act, the 1934 Act, applicable state securities laws and the rules and regulations thereunder (such prospectus/proxy statement, together with any and all amendments or supplements thereto, being herein referred to as the "Prospectus/Proxy Statement").

(b) SDRC shall furnish such information concerning SDRC as is necessary in order to cause the Prospectus/Proxy Statement, insofar as it relates to SDRC, to be prepared in accordance with Section 5.8(a). SDRC agrees promptly to advise CAMAX if at any time prior to the CAMAX shareholders' meeting any information provided by SDRC in the Prospectus/Proxy Statement becomes incorrect or incomplete in any material respect, and to provide the information needed to correct such inaccuracy or omission.

(c) CAMAX shall furnish SDRC with such information concerning CAMAX and the Subsidiaries as is necessary in order to cause the Prospectus/Proxy Statement, insofar as it relates to CAMAX and the Subsidiaries, to be prepared in accordance with Section 5.8(a). CAMAX agrees promptly to advise SDRC if at any time prior to the CAMAX shareholders' meeting any information provided by CAMAX in the Prospectus/Proxy Statement becomes incorrect or incomplete in any material respect, and to provide SDRC with the information needed to correct such inaccuracy or omission.

(d) SDRC will use reasonable efforts to file the Registration Statement with the SEC and applicable state securities agencies within 30 days of the date of this Agreement. SDRC shall use reasonable efforts to cause the Registration Statement to become effective under the 1933 Act and applicable state securities laws at the earliest practicable date. CAMAX authorizes SDRC to utilize in the Registration Statement the information concerning CAMAX and the Subsidiaries provided to SDRC for the purpose of inclusion in the Prospectus/Proxy Statement. CAMAX shall have the right to review and comment on the form of proxy statement included in the Registration Statement. SDRC shall advise CAMAX promptly when the Registration Statement has become effective and of any supplements or amendments thereto, and SDRC shall furnish CAMAX with copies of all such documents. Prior to the Effective Date or the termination of this Agreement, each party shall consult with the other with respect to any material (other than the Prospectus/Proxy Statement) that might constitute a "prospectus" relating to the Merger within the meaning of the 1933 Act.

(e) SDRC shall use reasonable efforts to cause to be delivered to CAMAX a letter relating to the Registration Statement from Pricewaterhouse LLP, SDRC's independent auditors, dated a date within two business days before the date on which the Registration Statement shall become effective and addressed to CAMAX, in form and substance reasonably satisfactory to CAMAX and customary in scope and substance for letters delivered by independent public accountants in connection with registration statements similar to the Registration Statement.

(f) CAMAX shall use reasonable efforts to cause to be delivered to SDRC a letter relating to the Registration Statement from Deloitte & Touche LLP, CAMAX's independent auditors, dated a date within two business days before the date on which the Registration Statement shall become effective and addressed to SDRC, in form and substance reasonably satisfactory to SDRC and customary in scope and substance for letters delivered by independent public accountants in connection with registration statements similar to the Registration Statement.



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(g) SDRC shall bear the costs of all SEC filing fees with respect to the Registration Statement and the costs of qualifying the shares of SDRC Common Stock under Blue Sky Laws to the extent necessary. CAMAX shall bear all printing and mailing costs in connection with the preparation and mailing of the Prospectus/Proxy Statement to CAMAX shareholders. SDRC and CAMAX shall each bear their own legal and accounting expenses in connection with the Registration Statement.

#### Section 5.9 Employee Matters

(a) Subject to the following agreements, after the Effective Date SDRC shall have the right to continue, amend or terminate any or all of the Benefit Plans (as defined in Section 3.18) in accordance with the terms thereof and subject to any limitation arising under applicable law. Until SDRC shall take such action, however, such Benefit Plans shall continue in force for the benefit of present and former employees of CAMAX or the Subsidiaries who have any present or future entitlement to benefits under any of the Benefit Plans ("CAMAX Employees").

(b) SDRC will honor the obligations of CAMAX with respect to vested rights under Benefit Plans and agreements of CAMAX relating to CAMAX Employees in accordance with the terms of such vested rights and subject to the provisions of Section 5.9(a).

(c) SDRC will credit all employees of CAMAX and its Subsidiaries with all service with CAMAX and its Subsidiaries for purposes of eligibility to participate, eligibility for benefits, calculation of benefits and vesting under any of the Surviving Corporation's or SDRC's existing or future employee benefit plans, programs or arrangements under which the right to or the amount of benefits is based on service of such employees.

(d) This Section 5.9 is an agreement solely between CAMAX and the Subsidiaries and SDRC and the Surviving Corporation. Nothing in this Section 5.9, whether express or implied, confers upon any employee of CAMAX, any of the Subsidiaries or SDRC or any other person, any rights or remedies, including, but not limited to: (i) any right to employment or recall, (ii) any right to continued employment for any specified period, or (iii) any right to claim any particular compensation, benefit or aggregate of benefits, of any kind or nature whatsoever, as a result of this Section 5.9.

Section 5.10 Tax and Accounting Treatment. CAMAX, its Subsidiaries, SDRC and the Surviving Corporation shall use reasonable efforts to cause the Merger to qualify, and shall not take any actions which could prevent the Merger from qualifying, for pooling-of-interests accounting treatment and as a "reorganization" pursuant to Sections 368(a)(1)(A) and 368(a)(2)(D) of the Code that would be tax free to the shareholders of CAMAX.

Section 5.11 SDRC SEC Reports. SDRC shall continue to file all reports with the SEC necessary to permit the shareholders of CAMAX who are "affiliates" of CAMAX (within the meaning of such term as used in Rule 145 under the 1933 Act) to sell the SDRC Common Stock received by them in connection with the Merger pursuant to Rules 144 and 145(d) under the 1933 Act if they would otherwise be so permitted. After the Effective Date, SDRC will file with the SEC reports and other materials required by the federal securities laws on a timely basis.

Section 5.12 Indemnification. With respect to all acts or omissions occurring or alleged to occur prior to the Effective Date, and only with respect thereto, SDRC and the Surviving Corporation shall indemnify each person who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective

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Date, an officer, director or employee of CAMAX or any of the Subsidiaries (the "Indemnified Party" or "Indemnified Parties"), for judgments, penalties, fines, including, without limitation, excise taxes against the Indemnified Party with respect to an employee benefit plan settlement, and reasonable expenses, including, attorneys' fees and disbursements, incurred by the Indemnified Party in connection with a proceeding, to the extent such indemnification would be required under Section 302A.521 of the Minnesota Business Corporation Act as in effect on the Effective Date.

**Section 5.13 SEC Reports.** SDRC agrees to provide to CAMAX copies of all reports and other documents filed with the SEC by it and between the date hereof and the Effective Date within five days after the date such reports or other documents are filed with the SEC.

**Section 5.14 Nasdaq National Market Listing.** SDRC shall use its best efforts to list on the Nasdaq National Market, subject to official notice of issuance, the shares of SDRC Common Stock to be issued to the holders of CAMAX Common Stock in the Merger.

**Section 5.15 Shareholder Approval.** CAMAX shall call a meeting of its shareholders for the purpose of voting upon this Agreement and the Merger, and shall schedule such meeting based on consultation with SDRC. The Board of Directors of CAMAX shall recommend approval of this Agreement and the Merger, and use its best efforts (including, without limitation, soliciting proxies for such approvals) to obtain such shareholder approval.

**Section 5.16 Sales of SDRC Common Stock.** In order that SDRC may account for the Merger as a pooling of interests, CAMAX shall use its best efforts to cause the directors and officers of CAMAX and other affiliates not to sell any shares of SDRC Common Stock until after SDRC has filed with the SEC a Form 8-K or Form 10-Q including financial results for at least 30 days of the combined operations of SDRC and CAMAX.

**Section 5.17 Tax Files.** CAMAX shall maintain and make available to SDRC all of its files, working papers and Returns associated with the federal income tax obligations of CAMAX for the earliest fiscal year for which unused net operating loss carry forwards exist through 1994, inclusive.

## ARTICLE 6 CONDITIONS PRECEDENT TO CLOSING

**Section 6.1 Conditions to the Obligations of Each of the Parties.** The obligation of each of the parties hereto to consummate the transaction provided for herein is subject to the fulfillment on or prior to the Effective Date of each of the following conditions:

**Section 6.1.1 Corporate Approvals.** The shareholders of CAMAX and Surviving Corporation each shall have duly approved and adopted this Agreement and the Merger in accordance with and as required by law and in accordance with each company's charter and bylaws or code of regulations.

**Section 6.1.2 Governmental Approvals.** All necessary governmental and regulatory orders, consents, clearance and approvals and requirements shall have been secured and satisfied and all applicable waiting periods expired for the consummation of the transaction contemplated hereby, including, without limitation, a pre-merger notification pursuant to the HSR Act, if required.

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**Section 6.1.3 Registered Stock.** SDRC shall have registered the shares of SDRC Common Stock to be issued to CAMAX's shareholders hereunder with the SEC pursuant to the 1933 Act, and shall have complied with all applicable state securities laws by registration or exemption of the SDRC Common Stock. The registration statement with respect thereto shall have been declared effective by the SEC and all applicable state securities authorities and no stop order shall have been issued.

**Section 6.1.4 Tax Opinion.** Dinsmore & Shohl, counsel for SDRC, shall have delivered an opinion to both CAMAX and SDRC, satisfactory to both parties, that the transaction contemplated hereby will be treated for tax purposes as a tax-free exchange of stock pursuant to the Code.

**Section 6.1.5 Employment of CAMAX Employees.** Prior to the Effective Date, SDRC shall have identified those employees of CAMAX which shall be retained by SDRC.

**Section 6.1.6 Nasdaq National Market.** The SDRC Common Stock to be issued to holders of CAMAX Common Stock in the Merger shall have been approved for listing on the Nasdaq National Market on an official notice of issuance.

**Section 6.1.7 No Orders.** The consummation of the Merger or the transactions contemplated hereby shall not have been restrained, enjoined, or prohibited by any court or governmental authority of competent jurisdiction, and there shall be no action or proceeding pending which seeks such relief.

**Section 6.1.8 Escrow Agreement.** The Escrow Agreement referenced in Section 10.2 shall have been entered into at or prior to the Effective Date.

**Section 6.2 Conditions to the Obligation of SDRC and Surviving Corporation.** The obligation of SDRC and Surviving Corporation to consummate the transaction provided for herein is subject to fulfillment at or prior to the Effective Date of each of the following conditions unless waived by SDRC and Surviving Corporation in a writing delivered to CAMAX which specifically refers to the condition or conditions being waived:

**Section 6.2.3 Representations and Warranties.** All of the representations and warranties of CAMAX set forth in Article 3 of this Agreement shall be true and correct in all material respects at and as of the respective dates set forth with respect to each, as of the date of this Agreement and at and as of the Effective Date as if each such representation and warranty was given on and as of the Effective Date (except (i) that any such representation and warranty made as of a specified date shall only need to have been true in all material respects on and as of such date, and (ii) that any liability or potential liability which accrues to CAMAX as a result of its compliance with any other Covenants or Conditions to Closing specified in this Agreement shall not constitute a breach of any CAMAX's representations and warranties, hereunder).

**Section 6.2.4 CAMAX's Covenants.** CAMAX shall have performed all covenants and obligations required by this Agreement to be performed by it on or before the Effective Date.

**Section 6.2.5 Financial Statements.** CAMAX shall have delivered to SDRC audited financial statements for the year ended December 31, 1995 at least 14 days prior to the Effective Date and SDRC shall have caused its independent public accountants to have reviewed such audited 1995 financial statements and CAMAX's unaudited financial statements as of the end of the month immediately preceding the Effective Date, performed such other auditing procedures as may be requested by SDRC and reported that it is not aware of any material modifications that should be made in order for such financial statements to be in

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conformity with generally accepted accounting principles and to accurately state CAMAX's financial condition and results of operations as of the respective dates thereof. In addition, such audited 1995 financial statements shall not be materially and adversely different from the latest dated financial statements included in the Financial Statements after giving effect to CAMAX's results of operations in the ordinary course of business, for the month ended December 31, 1995.

**Section 6.2.4 Pooling of Interests.** SDRC shall have received assurances satisfactory to it that the transaction contemplated hereby may be accounted for as a pooling-of-interests, the SEC shall have raised no objection to such accounting treatment and SDRC shall have received on or before the Effective Date a letter from Price Waterhouse, LLP supporting the pooling-of-interests accounting treatment for the Merger. In addition, Deloitte & Touche LLP shall have issued, prior to the Effective Date, a letter indicating that CAMAX is a poolable entity.

**Section 6.2.5 Dissenter's Rights.** The holders of not more than 10% of the outstanding shares of CAMAX Common Stock shall have exercised dissenter's rights in connection with the shareholders' vote taken on the Merger.

**Section 6.2.6 CAMAX's Liabilities.** The liabilities of CAMAX reflected on the audited balance sheet dated December 31, 1995 shall not exceed the liabilities disclosed on CAMAX's audited balance sheet dated December 31, 1994 by greater than 20%.

**Section 6.2.7 CAMAX's Shareholders' Equity.** The aggregate amount of CAMAX's shareholders' equity on the audited balance sheet dated December 31, 1995, shall not be less than the total shareholders' equity disclosed on its audited balance sheet dated December 31, 1994.

**Section 6.2.8 Opinion of CAMAX's Corporate Counsel.** Dorsey & Whitney P.L.L.P., counsel for CAMAX, shall have delivered to SDRC a customary opinion of counsel dated the Effective Date, in the form attached hereto as Exhibit 6.2.8.

**Section 6.2.9 Opinion of CAMAX's Intellectual Property Counsel.** Dorsey & Whitney, P.L.L.P. intellectual property counsel for CAMAX, shall have delivered to SDRC an opinion of counsel dated the Effective Date, in the form attached hereto as Exhibit 6.2.9.

**Section 6.2.10 Consents.** On or before the Effective Date, CAMAX shall have delivered to SDRC evidence satisfactory to it of receipt or anticipated receipt of all material consents, licenses and authorizations from all customers, lessors, licensors, government agencies and any other persons or organizations, the consent, license or authorization of which are necessary to permit SDRC to continue CAMAX's business after the Effective Date.

**Section 6.2.11 Severance Arrangements.** At or prior to the Effective Date, CAMAX and its Subsidiaries shall have severed the employment of each CAMAX employee identified by SDRC as an employee not to be retained by SDRC after the Effective Date, in accordance with any instructions of SDRC as to the method, timing and terms or conditions of such severance.

**Section 6.2.12 Closing Documents.** Prior to the Effective Date, CAMAX and the Subsidiaries shall have delivered to SDRC and Surviving Corporation all of the following:

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(a) certificates of the Chief Executive Officer and the Chief Financial Officer of CAMAX, dated as of the date of the Effective Date, stating that the conditions precedent set forth in Sections 6.2.1 and 6.2.2 above have been satisfied;

(b) copies of the third party and governmental consents and approvals and of the authorizations referred to in Section 6.2.10 above;

(c) CAMAX's and each Subsidiary's minute books, stock transfer records, corporate seal and other materials related to CAMAX's and the Subsidiaries' corporate administration;

(d) a copy of the Articles of Incorporation of CAMAX and each Subsidiary, as amended to date, certified by the Secretary of State in each jurisdiction in which such corporation exists, and a Certificate of Good Standing of CAMAX and each Subsidiary from the Secretary of State in each jurisdiction in which such corporation exists evidencing the good standing of CAMAX and each Subsidiary in such jurisdiction;

(e) a copy of each of (i) the text of the resolutions adopted by the board of directors of CAMAX authorizing the execution, delivery and performance of this Agreement and the Articles of Merger, (ii) the text of the resolutions adopted by the shareholders of CAMAX authorizing the execution, delivery and performance of this Agreement and the Articles of Merger and the consummation of all of the transactions contemplated by this Agreement and the Articles of Merger, and (iii) the bylaws of CAMAX; along with certificates executed on behalf of CAMAX by its corporate secretary certifying to SDRC and Surviving Corporation that such copies are true, correct and complete copies of such resolutions and bylaws, respectively, and that such resolutions and bylaws were duly adopted and have not been amended or rescinded;

(f) incumbency certificates executed on behalf of CAMAX by its corporate secretary certifying the signature and office of each officer executing this Agreement and the Articles of Merger; and

(g) such other documents, instruments and certificates as SDRC may reasonably request.

**Section 6.3 Conditions to the Obligation of CAMAX.** The obligation of CAMAX to consummate the transaction provided for herein is subject to the fulfillment at or prior to the Effective Date of each of the following conditions unless waived by CAMAX in a writing delivered to SDRC which specifically refers to the condition or conditions being waived:

**Section 6.3.1 Representations and Warranties.** All of the representations and warranties of SDRC and Surviving Corporation set forth in Article 4 of this Agreement shall be true and correct in all material respects at and as of the respective dates set forth with respect to each, as of the date of this Agreement and at and as of the Effective Date as if each such representation and warranty was given on and as of the Effective Date (except that any such representation and warranty given as of a specified date shall only need to have been true in all material respects on and as of such date).

**Section 6.3.2 SDRC's and Surviving Corporation's Covenants.** SDRC and Surviving Corporation shall have performed all covenants and obligations required by this Agreement to be performed each on or before the Effective Date.

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Section 6.3.3 Opinion of SDRC's Counsel. Dinsmore & Shohl, counsel for SDRC, shall have delivered to CAMAX a customary opinion of counsel dated the Effective Date, in the form attached hereto as Exhibit 6.3.3.

Section 6.3.4 Closing Documents. Prior to the Effective Date, SDRC and Surviving Corporation shall have delivered to CAMAX all of the following:

(a) certificates of the Chief Executive Officer and the Chief Financial Officer of SDRC and Surviving Corporation dated as of the date of the Effective Date, stating that the conditions precedent set forth in Sections 6.3.1 and 6.3.2 above have been satisfied;

(b) copies of the third party and governmental consents and approvals and of the authorizations referred to in Section 6.2.10 above;

(c) a copy of the Articles of Incorporation of SDRC and Surviving Corporation, as amended to date, certified by the Secretary of State of the State of Ohio, and a Certificate of Good Standing of SDRC and Surviving Corporation from the Secretary of the State of Ohio evidencing the good standing of SDRC and Surviving Corporation;

(d) a copy of each of (i) the text of the resolutions adopted by the boards of directors of SDRC and Surviving Corporation authorizing the execution, delivery and performance of this Agreement and the Articles of Merger and the consummation of all of the transactions contemplated by this Agreement and the Articles of Merger, (ii) the text of the resolutions adopted by the sole shareholder of Surviving Corporation authorizing the execution, delivery and performance of this Agreement and the Articles of Merger and the consummation of all of the transactions contemplated by this Agreement and the Articles of Merger, and (iii) the codes of regulations of SDRC and Surviving Corporation; along with certificates executed on behalf of SDRC and Surviving Corporation by their respective corporate secretaries certifying to CAMAX that such copies are true, correct and complete copies of such resolutions and codes of regulations were duly adopted and have not been amended or rescinded;

(e) incumbency certificates executed on behalf of SDRC and Surviving Corporation by their respective corporate secretaries certifying the signature and office of each officer executing this Agreement and the Articles of Merger; and

(f) such other documents, instruments and certificates as CAMAX may reasonably request.

#### ARTICLE 7 PUBLICITY

All notices to third parties and all other parties concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between the parties. None of the parties shall cause or authorize any such notice or publicity without the prior written approval of the other party (for purposes of authority to consent to any public announcement on behalf of CAMAX or its Subsidiaries, the President and Chief Executive Officer of CAMAX shall be the only authorized person); provided, however, that in the case of an announcement which SDRC may be required by law, by any governmental agency or

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by the Nasdaq National Market to make, issue or release, such action by SDRC without the prior approval by the other parties shall not constitute a breach of this Section.

### ARTICLE 8 TERMINATION

Section 8.1 Circumstances of Termination. This Agreement may be terminated (notwithstanding approval of the shareholders of CAMAX):

(i) By the mutual consent in writing of SDRC, Surviving Corporation and CAMAX;

(ii) By SDRC and Surviving Corporation, if any condition provided in Section 6.1 or 6.2 hereof has not been satisfied or waived on or before the Effective Date;

(iii) By CAMAX if any condition provided in Section 6.1 or 6.3 has not been satisfied or waived on or before the Effective Date;

(iv) By either SDRC and Surviving Corporation or CAMAX if the merger contemplated by this Agreement is not fully and legally consummated by June 30, 1996.

Section 8.2 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 8.1 hereof, each party shall pay the costs and expenses incurred by it in connection with this Agreement and no party (or any of its officers, directors or shareholders) shall be liable to any other party for any costs, expenses, damage or loss of anticipated profits hereunder.

### ARTICLE 9 EFFECTIVE DATE OF MERGER

After adoption and approval of this Agreement by the shareholders of CAMAX in accordance with the requirements of applicable law, and upon satisfaction of each of the conditions set forth in Article 6 (unless waived in accordance with this Agreement) and in the absence of any facts that would give any party hereto a right to terminate this Agreement (which right has not been waived), and at such time as shall be agreed upon in writing by CAMAX, SDRC and Surviving Corporation (if no such agreement has been reached, then on the day of the meeting of shareholders of CAMAX at which this Agreement is approved), a Certificate of Merger shall be submitted for filing with the Secretary of State of Ohio and the Articles of Merger shall be submitted for filing with the Secretary of State of Minnesota. The date of the later of such filings, or at such other date as the parties may agree upon in writing pursuant to applicable law, is referred to in this Agreement as the "Effective Date."

### ARTICLE 10 INDEMNIFICATION

Section 10.1 Indemnification Obligation of CAMAX. In the event SDRC and/or the Surviving Corporation incurs any expenses, losses, damages, deficiencies or costs, or has received any written claim, demand, suit, or other notice from a third party which, if such party were to prevail against SDRC and/or the

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Surviving Corporation would result in any expense, loss, damage, deficiency or cost, in an aggregate cumulative amount in excess of \$175,000 during the Retention Period, resulting from any misrepresentation or breach by CAMAX of any representation, warranty or covenant made by CAMAX in this Agreement (except that any liability or potential liability which accrues to CAMAX as a result of its compliance with any of the Covenants or Conditions to Closing specified in this Agreement shall not constitute a breach of any of CAMAX's representations and warranties hereunder), SDRC and/or the Surviving Corporation shall be entitled to be indemnified and held harmless against such expenses, losses, damages, deficiencies, and/or costs by redeeming Retention Shares having a value equal thereto, as provided in Section 2.2 above.

Section 10.2 Procedure for Indemnification. In connection with any claim for indemnification by SDRC or the Surviving Corporation under Section 10.1, the procedure set forth below shall be followed:

(a) SDRC or the Surviving Corporation shall give to the Representatives and the Escrow Agent (as such terms are defined below) written notice of any matter for which indemnity may be sought under Section 10.1, promptly but in any event within 30 business days after SDRC or the Surviving Corporation receives written notice thereof.

(b) The Representatives shall have the right to adjust or settle any claim, suit or judgment coming within the scope of this indemnity obligation and shall have the right to control any litigation related thereto. Either party hereto desiring to participate in the handling of any such claim, suit or judgment being handled by the other party shall have the right, at its expense and with its counsel, to join with the other party and participate fully in the defense of any such claim or interest.

(c) SDRC, the Surviving Corporation and the Representatives shall cooperate in the defense of any such claim or litigation and each shall make available all books and records which are relevant in connection with such claim or litigation.

(d) Any and all amounts finally determined from time to time to be due by reason of the indemnity obligations under Sections 10.1 and 10.2, shall be paid to SDRC or the Surviving Corporation from the redemption by SDRC of that number of Retention Shares covering the indemnity obligation within ten days of the amounts being finally determined as provided in the Escrow Agreement as such term is defined below.

(e) SDRC and CAMAX shall appoint First Trust National Association, Minneapolis, Minnesota (the "Escrow Agent") to hold the Retention Shares pursuant to an Escrow Agreement in substantially the form appended hereto as Exhibit 10.2. CAMAX shall appoint one or more individuals to act as representatives (the "Representatives") of the CAMAX shareholders, which Representatives shall also be parties to the Escrow Agreement.

#### ARTICLE 11 MISCELLANEOUS

Section 11.1 Headings. The subject headings of the sections, paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

Section 11.2 Entire Agreement, Modification and Waiver. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous



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agreements, including without limitation the Offer Letter, representations and understandings of the parties; provided, however, the Confidentiality Agreement between CAMAX and SDRC dated December 4, 1995 shall survive until the Effective Date. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**Section 11.3 Knowledge.** For purposes of this Agreement, "knowledge" or "best knowledge" means the actual knowledge of current members of the board of directors and officers through and including the Vice President level of CAMAX and its Subsidiaries, as such knowledge has been obtained in the normal conduct of the business and following a reasonable investigation by such individuals.

**Section 11.4 Material Adverse Effects.** As used in this Agreement, the term "Material Adverse Effect" with respect to any party means any single or a series of related conditions, events, changes or occurrences that have or may reasonably be expected to have a financially adverse effect on the business, operations, results of operations and/or financial condition of such party and its subsidiaries, if any, taken as a whole, in the amount of \$125,000 or more.

**Section 11.5 Consents.** Where any consent or waiver of SDRC or the Surviving Corporation is required or requested hereunder, John A. Mongelluzzo, Vice President, Secretary and General Counsel shall be the authorized person to provide any such consent or waiver. Where any consent or waiver of CAMAX and its Subsidiaries is required or requested hereunder, Robert J. Majtales shall be the authorized person to provide any such consent or waiver.

**Section 11.6 Survivability.** The representations, warranties, covenants and agreements of CAMAX set forth in this Agreement shall survive the Effective Date and the consummation of the transactions contemplated hereby until the end of the Retention Period. If a notice is given in accordance with the Escrow Agreement before the expiration of such Retention Period, then (notwithstanding the expiration of such Retention Period) the representation, warranty, covenant or agreement applicable to such claim shall survive until, but only for purposes of, the resolution of such claim.

**Section 11.7 Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 11.8 Further Assurances.** At any time and from time to time after the Effective Date, each party will execute such additional instruments and take such actions as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

**Section 11.9 Assignment.** This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns; provided, however, that any assignment by either party of its rights under this Agreement without written consent of the other party shall be void.

**Section 11.10 Effect of Certain Actions.** No action taken pursuant to or related to this Agreement, including without limitation any investigation by or on behalf of any party, shall be deemed to constitute a

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waiver by the party taking such action of compliance with any representation, warrant, condition or agreement contained herein.

**Section 11.11 Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party (including, without limitation, service by overnight courier service) to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, at the address set forth below, or on the date of service if delivered by facsimile to the facsimile number set forth below, which facsimile is confirmed within three days by deposit of a copy of such notice in first class mail, registered or certified, postage prepaid at the address set forth below. Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

If to SDRC:

Structural Dynamics Research Corporation  
2000 Eastman Drive  
Milford, Ohio 45150  
Fax No. (513) 576-2049  
Attn: John A. Mongelluzzo

with a copy to:

Dinsmore and Shohl  
1900 Chemed Center  
255 East Fifth Street  
Cincinnati, Ohio 45202  
Fax No. (513) 977-8141  
Attn: Charles F. Hertlein, Jr.

If to CAMAX:

CAMAX Manufacturing Technologies, Inc.  
7851 Metro Parkway  
Minneapolis, Minnesota 55425  
Attn: Gregory S. Furness

with a copy to:

Dorsey & Whitney  
Pillsbury Center South  
220 S. 6th Street  
Minneapolis, Minnesota 55402  
Attn: David J. Lubben

**Section 11.12 Governing Law.** This Agreement shall be construed, without regard to conflicts of laws, in accordance with, and governed by the laws of, the State of Ohio.

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IN WITNESS WHEREOF, the parties to this Agreement have duly executed it as of the date set forth above.

**CAMAX MANUFACTURING TECHNOLOGIES, INC.**

By: /s/ Robert J. Majtes

Its: President and Chief Executive Officer

**STRUCTURAL DYNAMICS RESEARCH CORPORATION**

By: /s/ John A. Mongelluzzo

Its: Vice President, Secretary and General Counsel

**SDRC SYSTEMS, INC.**

By: /s/ John A. Mongelluzzo

Its: Vice President, Secretary and General Counsel

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**EXHIBIT LIST**

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- 3.28 Fairness Opinion
- 3.29 Tax Opinion
- 6.2.8 Form of Opinion of CAMAX's Corporate Counsel
- 6.2.9 Form of Opinion of CAMAX's Intellectual Property Counsel
- 6.3.3 Form of Opinion of SDRC's Corporate Counsel
- 10.2 Form of Escrow Agreement

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## SCHEDULES

Schedule	Description
3.1	Jurisdictions in which Qualified to do Business
3.3	Subsidiaries
3.5	Liens and Encumbrances
3.6	Accounts Receivable
3.7	Real Property
3.8	Environmental Matters
3.9	Inventory
3.10	Absence of Material Adverse Changes
3.11	Customers
3.13	Litigation
3.14	Taxes
3.15	Contracts, Agreements and Commitments
3.16	Intellectual Property
3.17	Dividends Paid
3.18	Employees and Employee Plans
3.20	Labor and Employment
3.21	Employee Claims
3.22	Discrimination
3.23	Insurance Policies
3.24	Bank Accounts and Loans

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**Schedule**

- 3.32 **Violations**
- 3.33 **International Matters**
- 3.34 **Software Maintenance Agreements**

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**AMENDMENT TO  
AGREEMENT OF MERGER AND  
PLAN OF REORGANIZATION**

This Amendment to Agreement of Merger and Plan of Reorganization made this \_\_\_\_\_ day of April, 1996, by and among CAMAX Manufacturing Technologies, Inc., a Minnesota corporation ("CAMAX"), Structural Dynamics Research Corporation, an Ohio corporation ("SDRC") and SDRC Systems, Inc., an Ohio corporation ("Surviving Corporation").

This Amendment amends that certain Agreement of Merger and Plan of Reorganization dated January 16, 1996 (the "Merger Agreement") by and among CAMAX, SDRC and Surviving Corporation. All capitalized terms not expressly defined herein will have the same meanings as set forth in the Merger Agreement.

NOW THEREFORE, the parties hereto agree to amend the Merger Agreement as follows:

1. Section 2.1 is hereby amended in its entirety to read as follows:

**Section 2.1 Conversion Ratio.** All of the shares of CAMAX Common Stock issued and outstanding as of the close of business on the business date immediately prior to the Effective Date shall, in the aggregate, without any action on the part of Surviving Corporation or any holder of such shares, be converted by the Merger into shares of SDRC Common Stock without par value ("SDRC Common Stock") having a total value of \$30,000,000 (the "Total Value"). The total number of shares of SDRC Common Stock to be issued shall be determined by dividing the Total Value by the "Applicable Value Per Share of SDRC Common Stock." The "Applicable Value Per Share of SDRC Common Stock" shall be the average of the last sale prices of the SDRC Common Stock as reported on the Nasdaq National Market for the 20-trading day period ending on the second trading day prior to the meeting date set forth on the proxy statement/prospectus for the special meeting of CAMAX shareholders to be held for the purpose of approving the Merger and Merger Agreement (the "Valuation Period"). Of the total number of shares of SDRC Common Stock so determined, 10% thereof shall be set aside for retention under Section 2 below. Each individual share of CAMAX Common Stock issued and outstanding as of the close of business on the business date immediately prior to the Effective Date shall be converted into that number of shares of SDRC Common Stock equal to the total number of shares of SDRC Common Stock to be issued in the Merger as provided above (less the number of shares retained pursuant to Section 2) divided by the total number of shares of CAMAX Common Stock issued and outstanding as of the close of business on the business date immediately prior to the Effective Date; provided, however, that no fractional shares of SDRC Common Stock shall be issued pursuant to the Merger and in lieu thereof cash shall be paid for fractional shares that would otherwise be issued, in accordance with Section 2.3 below.

2. Section 8.1(iv) is hereby amended to read as follows:

(iv) By either SDRC and Surviving Corporation or CAMAX if the merger contemplated by this Agreement is not fully and legally consummated by July 31, 1996.

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3. Except as amended by this Amendment, the Merger Agreement remains in full force and effect in accordance with its terms.

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day first above written.

**CAMAX MANUFACTURING TECHNOLOGIES, INC.**

By: /s/ Robert J. Majoles  
Its: President and Chief Executive Officer

**STRUCTURAL DYNAMICS RESEARCH CORPORATION**

By: /s/ John A. Mongelluzzo  
Its: Vice President, General Counsel and Secretary

**SDRC SYSTEMS, INC.**

By: /s/ John A. Mongelluzzo  
Its: Vice President, General Counsel and Secretary

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED  
JUN 28 1996

*John Robert Howe*  
Secretary of State

*m*

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