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## MERGER OR SHARE EXCHANGE

Infoware Systems, Inc.

Certificate of Status	0
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11/2/2007



November 2, 2007

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

INFOWARE SYSTEMS, INC.  
600 JACKSON COURT  
SATELLITE BEACH, FL 32937

SUBJECT: INFOWARE SYSTEMS, INC.  
REF: P96000063531

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## ARTICLES OF MERGER

Between

**INFOWARE SYSTEMS, INC.**  
(a Florida corporation, the Surviving Corporation)

and

**ME Merger Sub, Inc.**  
(a Maryland corporation)

Pursuant to Section 607.1105 of the Florida Business Organizations Title, **INFOWARE SYSTEMS INC.**, a Florida corporation (the "Surviving Corporation") and **ME Merger Sub, Inc.**, a Maryland corporation (the "Non-Surviving Corporation") (the Surviving Corporation and the Non-Surviving Corporation shall be referred to collectively as the "Constituent Corporations"), hereby agree and certify as follows:

**FIRST:** The Non-Surviving Corporation and the Surviving Corporation agree that the Non-Surviving Corporation shall be merged with and into the Surviving Corporation, which shall be the surviving corporation and shall continue under the name of Infoware Systems, Inc. The names of the corporations included in the merger are as set forth above. The Surviving Corporation was incorporated under the general laws of the State of Florida on July 29, 1996 and is not qualified to do business in the State of Maryland. The Non-Surviving Corporation was incorporated under the general laws of the State of Maryland on September 28, 2007.

**SECOND:** The addresses of the principal or registered offices of the Constituent Corporations are as follows:

Infoware Systems, Inc.

Registered Office - 600 Jackson Court  
Satellite Beach, Florida 32937

ME Merger Sub, Inc.

Principal Office - 7 Saint Paul Street.  
Baltimore, Maryland 21202

The name and address of the Resident Agent of the Non-Surviving Corporation in Maryland is Resagent, Inc. 7 Saint Paul Street, Baltimore, Maryland 21202. The name and address of the Registered Agent of the Surviving Corporation in Florida is Donald F. Linton, 600 Jackson Court, Satellite Beach, Florida 32937. The name and address of the Registered Agent of the Surviving Corporation in Maryland is Resagent, Inc. 7 Saint Paul Street, Baltimore, Maryland 21202.

Neither of the Constituent Corporations owns any interest in land in the State of Maryland the title to which could be affected by the recording of an instrument among the land records.

**THIRD:** The terms and conditions of the merger, as set forth in the Agreement and Plan of Merger among Millennium Engineering and Integration Co., the Constituent Corporations, T. Trase Travers, the Barbara J.H. Linton Trust dated January 8, 1999, and the Donald F. Linton Trust dated January 8, 1999 (the "Plan of Merger"), a copy of which is attached hereto as Exhibit A, and as set forth in these Articles of Merger, were advised, authorized, and approved by the Constituent Corporations in the manner and by the vote required by their respective Articles of Incorporation and the general laws of their state of incorporation. The manner in which the Plan of Merger and these Articles of Merger were approved is set forth below.

The terms and conditions of the merger set forth in the Plan of Merger and these Articles of Merger were advised, authorized, and approved by the Non-Surviving Corporation in the manner and by the vote required by its Charter and the general laws of the State of Maryland. The manner in which the merger was approved is set forth below.

**FOURTH:** The Plan of Merger was duly advised by the Board of Directors of the Surviving Corporation in the following manner: The Board of Directors of the Surviving Corporation adopted resolutions declaring that the merger of the Non-Surviving Corporation into the Surviving Corporation is advisable in the form and upon the terms and conditions set forth in these Articles of Merger, and directing that the proposed merger be submitted to the Stockholders for their consideration and approval. The resolutions of the Board of Directors were adopted by a Consent of the Board of Directors signed by all of the members of the Board of Directors of the Surviving Corporation in accordance with Section 607.0821 of the Florida Business Corporation Act.

The Plan of Merger was duly advised by the Sole Director of the Non-Surviving Corporation in the following manner: The Sole Director of the Non-Surviving Corporation adopted resolutions declaring that the merger of the Non-Surviving Corporation into the Surviving Corporation is advisable in the form and upon the terms and conditions set forth in these Articles of Merger, and directing that the proposed merger be submitted to the sole Stockholder of the Non-Surviving Corporation for consideration and approval. The resolutions of the Sole Director were adopted by a Consent of Sole Director signed by the Sole Director of the Non-Surviving Corporation in accordance with Section 2-408 of the Maryland General Corporation Law.

**FIFTH:** The Plan of Merger was duly approved by the Stockholders of the Surviving Corporation in the following manner: The Stockholders of the Surviving Corporation approved the Plan of Merger, in the form and upon the terms and conditions set forth in these Articles of Merger, by a Consent of Stockholders signed by the Stockholders of the Surviving Corporation in accordance with Section 607.0704 of the Florida Business Corporation Act.

The Plan of Merger was duly approved by the sole Stockholder of the Non-Surviving Corporation in the following manner: The sole Stockholder of the Non-Surviving Corporation approved the merger, in the form and upon the terms and conditions set forth in these Articles of Merger, by a Consent of Sole Stockholder signed in accordance with Section 2-505 of the Maryland General Corporation Law.

The date of approval and consent of stockholders of both corporations is October 5<sup>th</sup> 2007.

**SIXTH:** (a) The Surviving Corporation shall continue under its present Articles of Incorporation, and the present By-Laws of the Surviving Corporation shall continue to be the By-Laws of the Surviving Corporation upon the effectiveness of the merger. The Surviving Corporation shall continue to be governed by the laws of the State of Florida.

(b) At the effective time, the officers and directors of the Surviving Corporation shall be as follows:

Officers of Surviving Corporation

Kerry Wisnosky - President  
Richard A. Maurer - Secretary / Treasurer

Board of Directors of Surviving Corporation

Kerry Wisnosky

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**  
**-ATTACHED-**

Brian M. McKee  
Susan Hall

**SEVENTH:** The total number of shares of stock which each of the Constituent Corporations has authority to issue, the number and par value of the shares of each class, and the aggregate par value of, those shares of stock, are as follows:

(a) The Surviving Corporation has authorized one class of capital stock, consisting of Five Hundred (500) shares of Common Stock, with a par value of One Dollar (\$1.00) per share for an aggregate par value of \$500.00.

(b) The Non-Surviving Corporation has authorized one class of capital stock, consisting of Five Thousand (5,000) shares of Common Stock, with a par value of One Dollar (\$0.01) per share for an aggregate par value of \$50.00.

**EIGHTH:** At and as of the effective time of the merger, the shares of the issued and outstanding Common Stock of the Surviving Corporation shall be exchanged and converted as follows:

Each share of the issued and outstanding Common Stock of the Surviving Corporation held by its Stockholders shall be surrendered and cancelled. The Stockholders of the Surviving Corporation shall receive, in exchange for their shares of Common Stock so surrendered and cancelled, merger consideration comprised of 345 shares of the Common Stock of Millennium Engineering and Integration Co, the Sole Shareholder of the Non-Surviving Corporation.

**NINTH:** The effective time of the merger shall be the later of (a) the date on which these Articles of Merger are accepted by the State Department of Assessments and Taxation of Maryland for record, or (b) the date on which these Articles of Merger are accepted by the Florida Department of State for record.

This Consent may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original copy of this Consent and all of which together will be deemed to constitute one and the same consent. This Consent may be executed by facsimile.

**- SIGNATURES APPEAR ON THE FOLLOWING PAGE -**

**AGREEMENT AND PLAN OF MERGER**

Among

**MILLENNIUM ENGINEERING AND INTEGRATION CO.,  
ME MERGER SUB, INC.,  
INFOWARE SYSTEMS, INC.**

and

**T. TRASE TRAVERS,  
the BARBARA J. H. LINTON TRUST DATED JANUARY 8, 1999,  
and  
the DONALD F. LINTON TRUST DATED JANUARY 8, 1999.**

Dated as of October 17, 2007

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of October \_\_, 2007 among Millennium Engineering and Integration Co., a Maryland corporation ("Millennium"); ME MERGER SUB, INC., a Maryland corporation ("ME Sub") and a wholly-owned subsidiary of Millennium; INFOWARE SYSTEMS, INC., a Florida corporation (the "Company"); and T. TRASE TRAVERS, BARBARA J. H. LINTON and DONALD F. LINTON, AS CO-TRUSTEES OF THE BARBARA J.H. LINTON TRUST DATED JANUARY 8, 1999, and DONALD F. LINTON and BARBARA J. H. LINTON, AS CO-TRUSTEES OF THE DONALD F. LINTON TRUST DATED JANUARY 8, 1999, (collectively the "Shareholders").

### WITNESSETH

WHEREAS, the Company is engaged in the business of providing custom computer software systems analysis and design services at facilities located in Satellite Beach, Florida (the "Business"); and

WHEREAS, the Shareholders are the owners of 100% of the issued and outstanding shares of capital stock of the company (the "Company Common Stock"); and

WHEREAS, Millennium and ME Sub desire that ME Sub merge with and into the Company and, to realize the benefits thereof, the Company and the Shareholders also desire that ME Sub merge with and into the Company, upon the terms and subject to the conditions set forth herein and in accordance with the Maryland General Corporation Law, and that the outstanding shares of Common Stock, no par value per share, of the Company ("Company Common Stock"), excluding any such shares held in the treasury of the Company, be converted upon such merger (the "Merger") into the right to receive such number of shares of voting common stock, par value \$0.10 per share, of Millennium ("Millennium Common Stock") as is equal to the Merger Consideration (ME Sub and the Company being hereinafter sometimes referred to as the "Constituent Corporations" and the Company being hereinafter sometimes referred to as the "Surviving Corporation"); and

WHEREAS, it is intended that the Merger shall qualify as a tax-free reorganization within the meaning of §368(a)(1)(A) and §368(a)(2)(E) of the Internal Revenue Code of 1986, as amended (the "Code"), and all terms and conditions set forth herein shall be interpreted to effectuate such intent; and

WHEREAS, the parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of §368(a) of the Code.

NOW, THEREFORE, in consideration of the premises, and of the mutual representations, warranties, covenants, agreements and conditions hereinafter set forth, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the parties hereby agree as follows:

## ARTICLE 1

### MERGER

SECTION 1.1. The Merger. At the Effective Time (as hereinafter defined), ME Sub shall be merged with and into the Company on the terms and conditions hereinafter set forth as permitted by and in accordance with the Maryland General Corporation Law and the Florida Business Corporation Act. Thereupon, the separate existence of ME Sub shall cease, and the Company, as the Surviving Corporation, shall continue to exist under and be governed by the Florida General Corporation Law and its Articles of Incorporation and Bylaws as in effect at the Effective Time shall remain unchanged until further amended in accordance with the provisions thereof and applicable law.

SECTION 1.2. Articles of Merger. As soon as practicable following fulfillment or waiver of the conditions specified in Article 4 hereof, and provided that this Agreement has not been terminated or abandoned pursuant to Article 7 hereof, the Company and ME sub will cause the Articles of Merger in substantially the form of Exhibit A attached hereto (the "Articles of Merger") to be executed and filed with the Maryland State Department of Assessments and Taxation as provided in the Maryland General Corporation Law and with the Florida Secretary of State as provided in the Florida Business Corporation Act. The purpose of the Surviving Corporation shall be to engage in any and all business activities in which a corporation is permitted to engage in accordance with the Corporation Act.

### SECTION 1.3. Closing; Effective Time of the Merger.

1.3.1 The closing of the Merger (the "Closing") shall take place on October 19, 2007, or on such other date as Millennium and the Company may agree. The time and date on which Closing is actually held is sometimes referred to herein as the "Closing Date".

1.3.2 The Merger shall become effective at 11:59 p.m. on the day of the later of (i) the filing of the Articles of Merger with the Maryland State Department of Assessments and Taxation and (ii) the filing of the Articles of Merger with the Florida Secretary of State, or at such other date or time thereafter as the parties may agree. The date and time of such effectiveness is herein sometimes referred to as the "Effective Time".

SECTION 1.4. Directors. From and after the Effective Time, the members of the Board of Directors of the Surviving Corporation shall consist of the members of the Board

of Directors of ME Sub (as constituted immediately prior to the Effective Time) until changed in accordance with its Articles of Incorporation and Bylaws and applicable law.

SECTION 1.5 Officers. From and after the Effective Time, the officers of the Surviving Corporation shall consist of the officers as provided in the Articles of Merger until changed in accordance with its Articles of Incorporation and Bylaws and applicable law.

SECTION 1.6. Conversion of Shares.

1.6.1. Consideration. Upon the Effective Time, the shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Common Stock to be canceled pursuant to Section 1.6.2 and any Dissenting Shares (as hereinafter defined)) shall, without any further action on the part of Millennium or ME Sub, on the one hand, or the Company or the Shareholders, on the other hand, be converted into the right to receive such amount of consideration as shall equal such number of shares of Millennium Common Stock as is determined in accordance with the formula set forth in Section 1.6.3 below.

1.6.2. Cancellation of Shares; Conversion of ME Sub Common Stock. At the Effective Time, (i) all shares of Company Common Stock owned by the Company or any direct or indirect wholly-owned subsidiary of the Company immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof and (ii) all shares of common stock of ME Sub shall be converted without further action into shares of common stock of the Company.

1.6.3. Conversion of Company Common Stock. At the Effective Time, the aggregate outstanding shares of Company Common Stock shall be converted, in the aggregate, into 345 shares of Millennium Common Stock (the "Merger Consideration") referred to herein as the "Purchase Price". The Merger Consideration shall be allocated to the Shareholders as set forth on Annex A hereto. At the Effective Time, the Company shall have no accounts receivable and cash in excess of liabilities (other than any and all amounts owed to the Bank of America, N.A., pursuant to that certain commercial aircraft note dated October 31, 2006, a copy of which is attached herein as Exhibit C) (defined as the "Target Amount") in the amount of FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500). To the extent that the accounts receivable plus cash on hand in excess of the liabilities referred to above at the Effective Time is less than the greater of the Target Amount, or the amount of working capital determined to be necessary for the ninety (90) day period after Closing, the Merger Consideration shall be reduced by one (1) share of Stock for each THREE THOUSAND ONE HUNDRED AND SIXTY FIVE DOLLARS and TWENTY SIX CENTS (\$3,165.26) of such deficiency.

1.6.4. Surrender. At Closing, the Shareholders shall deliver certificates representing all of the issued and outstanding shares of Company Common Stock together with duly executed stock powers.

1.6.5. Dissenting Shares.

(a) No Conversion. Notwithstanding any provision of this Agreement to the contrary, any shares of Company Common Stock held by a shareholder who has demanded and perfected appraisal or dissenters' rights for such shares in accordance with the Florida Business Corporation Act and who has not effectively withdrawn or lost such appraisal or dissenters' rights ("Dissenting Shares") shall not be converted into or represent a right to receive the Merger Consideration set forth in Section 1.6.3, but the holder thereof shall only be entitled to such rights as are granted by the Florida Business Corporation Act.

(b) Withdrawal or Loss of Dissenters' Rights. Notwithstanding the provisions of Section 1.6.5(a), if any holder of shares of Company Common Stock who is otherwise entitled to exercise appraisal or dissenters' rights under the Florida Business Corporation Act shall effectively withdraw or lose (through failure to perfect or otherwise) such appraisal or dissenters' rights, then, as of the later of the Effective Time and the occurrence of such event, such shareholder's shares shall automatically be converted into and represent only the right to receive the Merger Consideration upon surrender of the certificate representing such shares.

(c) Notice, etc. The Company shall give Millennium (i) prompt notice of any written demands for the exercise of appraisal or dissenters' rights in respect of any shares of Company Common Stock, withdrawals of such demands, and any other instruments served pursuant to the Florida Business Corporation Act (including instruments concerning appraisal or dissenters' rights) and received by the Company and (ii) the opportunity to participate in all negotiations and proceedings with respect to such demands. The Company shall not, except with the prior written consent of Millennium, voluntarily make any payment with respect to any demands for the exercise of appraisal or dissenters' rights in respect of any shares of Company Common Stock or offer to settle or settle any such demands.

1.6.6. No Further Transfers; Lost, Stolen or Destroyed Certificates. The amount paid pursuant to the Merger upon and following the surrender of shares of Common Stock, in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares of Company Common Stock, and, upon and after the Effective Time, no transfer of the shares of Company Common Stock outstanding prior to the Effective Time shall be made on the stock transfer books of the Surviving Corporation. If, after the Effective Time, certificates representing Company Common Stock are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Article 1.

1.6.7. Closing. Evidence of the fulfillment or waiver of the conditions set forth in Article 4 hereof (the "Closing") shall be provided by the parties hereto to each other (a) at the offices of counsel to Millennium, 7 St. Paul Street, Baltimore, Maryland 21202 at 10 a.m., local time, on the business day on which the last of the conditions set forth in Article 4 hereof is fulfilled or waived or (b) at such other time and place as the parties hereto may agree.

1.6.8. Effect of the Merger. Upon and after the Effective Time: (a) ME Sub shall merge with and into the Surviving Corporation; (b) the separate existence of ME Sub shall cease; (c) the shares of the Company shall be converted as provided in this Agreement; (d) the former holders of such shares are entitled only to the rights provided in this Agreement or to the rights provided under Section 607.1302 of the Florida Business Corporation Act; and (e) the Merger shall otherwise have the effect provided under the applicable laws of the State of Maryland (including Section 3-114 of the Maryland General Corporation Law) and the State of Florida (including Section 607.1107 of the Florida Business Corporation Act).

1.6.9. Further Assurances. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or right of the Constituent Corporations acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Constituent Corporations agree that the Surviving Corporation and its proper officers and directors shall and will execute and deliver all such property, deeds, assignments and assurances in law and do all acts necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, and that the proper officers and directors of the Constituent Corporations and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Constituent Corporations or otherwise to take any and all such action.

## ARTICLE 2

### REPRESENTATIONS AND WARRANTIES OF COMPANY AND SHAREHOLDERS

As a material inducement to Millennium to enter into and perform its obligations under this Agreement, the Company and Shareholders, jointly and severally, hereby represent and warrant to Millennium and ME Sub that, except as set forth on the disclosure schedule attached hereto as Exhibit B (the "Disclosure Schedule") (which specifically identifies the relevant subsection(s) hereof, which Disclosure Schedule shall be deemed to be part of the representations and warranties as if made hereunder):



**SECTION 2.1. Organization and Qualification, Etc.; Capital Stock; Subsidiaries.**

2.1.1. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida, and has the corporate power to own, lease or operate all of its properties and assets and to carry on the Business as and where it is now being conducted. Copies of the Company's Articles of Incorporation and Bylaws, previously delivered to Millennium and certified by the Secretary of the Company, are true, correct and complete copies of such documents and will not be amended prior to the Closing Date without the prior written consent of or request by Millennium or its agents. The Company is duly qualified to transact business as a foreign corporation in each jurisdiction in which the nature of the business conducted by the Company or the character and location of its properties or assets require that it be so qualified, except where the failure to be so qualified is not reasonably likely to have a material adverse change in or effect on the business, assets, properties, operations, results of operations, or condition (financial or otherwise) or prospects of the Company, the legality or validity of the Company, the enforceability as against the Company of, or the ability of the Company to perform its obligations under, this Agreement or its Articles of Incorporation (a "Material Adverse Effect").

2.1.2. The entire authorized capital stock of the Company consists of 500 shares of common stock, ONE DOLLAR (\$1.00) value per share. There are presently issued and outstanding 500 shares of common stock of the Company, all of which are duly authorized, validly issued, fully paid and nonassessable and without restriction on the right of transfer thereof. All of the issued and outstanding shares of the Company are comprised of the Company Common Stock and are owned of record by the Shareholders free and clear of all liens, security interests, claims and encumbrances or other restrictions of any kind. No shares are held in the Company's treasury. The Company does not have outstanding any stock or securities convertible or exchangeable for any shares of its capital stock, nor does it have outstanding any warrants, rights or options to subscribe for or to purchase any capital stock or any capital stock or securities convertible into or exchangeable for any capital stock. There are no preemptive rights existing with respect to the capital stock of the Company. The Company is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its capital stock. There are no agreements (oral or written) to which any of the Shareholders is a party or by which any Shareholder is bound involving the voting or sale of any of the Stock.

2.1.3. The Company does not own, of record or beneficially, any capital stock or other securities of any other corporation; does not own, directly or indirectly, any interest in a business, business trust, joint stock company or other business organization or association; and is not a party to any partnership or joint venture agreement. The Company, to the extent it may have previously owned stock in any corporation, has legally divested itself of such ownership, has paid all obligations relative to such ownership, has filed all tax returns and paid all taxes required by such prior ownership

and divestment thereof, and certifies that it has no obligations, contingent or otherwise, relating to such ownership or sale or divestment thereof.

SECTION 2.2. Authority Relative to Agreement. Each Shareholder has the power, capacity and authority, and the Company has the corporate power and authority, to execute and deliver this Agreement and to consummate the transactions contemplated hereby. Each Shareholder has the power, capacity and authority to transfer and deliver the Company Common Stock hereunder, free and clear of all liens, claims of ownership, security interests and encumbrances whatsoever. The execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated on its part have been authorized by its Board of Directors. No other corporate proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement by it or the consummation by it of the transactions contemplated on its part hereby. This Agreement has been duly executed and delivered by each Shareholder and the Company and is a valid and binding agreement of each Shareholder and the Company, enforceable in accordance with its terms, except as the enforceability may be affected by bankruptcy, insolvency, reorganization or other similar laws presently or hereafter in effect affecting the enforcement of creditors' rights generally.

SECTION 2.3. No Breach; Consents. Except as set forth in Section 2.3 of the Disclosure Schedule, the negotiation, execution, delivery and performance of this Agreement by the Shareholders and the Company, and the consummation of the transactions contemplated hereby, (i) do not and will not conflict with or result in any breach of any of the provisions of, constitute a default under, result in a violation of, result in the creation of any lien, security interest, charge, encumbrance or other restriction upon the assets of the Company under, or require any authorization, consent, approval, exemption or other action by or notice to any third party under, the provisions of the Charter or Bylaws of the Company or any license, permit, contract, franchise, indenture, mortgage, lease, loan agreement or other agreement (oral or written) or instrument to which the Company is a party or under which its properties are bound or to which any Shareholder is a party, and (ii) do not require any authorization, consent, approval, exemption or other action by or notice to any court or governmental body under any law, statute, rule, regulation or decree to which any Shareholder or the Company is subject.

SECTION 2.4. No Material Adverse Change. Except for accounts receivable and cash, which are addressed in Section 1.6.3 hereof, since August 31, 2007, there has been no material adverse change in the financial condition, properties, assets, operating results, employee relations, relations with suppliers, customer relations or business of the Company.

SECTION 2.5. Title to Properties.

2.5.1. To each Shareholder's knowledge and except for leased property (in which it holds a valid leasehold interest), the Company owns good and marketable title,

free and clear of all liens and encumbrances, to all of the material properties and assets shown on its balance sheet as of August 31, 2007, or acquired thereafter, except to the extent that such properties and assets have been disposed of for fair value in the ordinary course of business consistent with past practice.

2.5.2. To each Shareholder's knowledge, the Company is not in violation of any material applicable zoning ordinance or other law, regulation or requirement relating to the operation of owned or leased properties and the Company has not received any notice of any such material violations within the three years prior to the date hereof which has not been remedied.

2.5.3. To each Shareholder's knowledge, the Company leases, licenses or owns all of the properties and assets used in the Business.

**SECTION 2.6. Tax Matters.** Each of the Company and its subsidiaries has filed all tax returns and reports as required by law. To the best of the Company's and each Shareholder's knowledge these returns and reports are true and correct in all material respects. Each of the Company and its subsidiaries has paid all taxes and other assessments due. The Company has not elected pursuant to Section 1362(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable provisions of state law, to be treated as an S corporation. The Company has not elected to be treated as a collapsible corporation pursuant to Section 341(f) of the Code, nor has it made any other elections pursuant to the Code (other than elections that relate solely to methods of accounting, depreciation, or amortization) that are reasonably likely to have a Material Adverse Effect. The Company has never had any tax deficiency assessed, or, to the best of the Company's and each Shareholder's knowledge, proposed, against it and has not executed any waiver of any statute of limitations on the assessment or collection of any tax or governmental charge. Except as set forth in Section 2.6 of the Disclosure Schedule, none of the Company's federal income tax returns and none of its state income or franchise tax or sales or use tax returns have ever been audited by governmental authorities. The Company has withheld or collected from each payment made to each of its employees the amount of all taxes, including, but not limited to, federal income taxes, Federal Insurance Contribution Act taxes and Federal Unemployment Tax Act taxes required to be withheld or collected therefrom, and had paid the same to the proper tax receiving officers or authorized depositories. The Company has made adequate provisions on its books or account for all taxes, assessments, and governmental charges with respect to its business, properties, and operations through the Closing Date.

**SECTION 2.7. Contracts and Commitments.** Except as set forth in Section 2.7 of the Disclosure Schedule, and to each Shareholder's knowledge, the Company is not a party to:

(i) any contract, agreement, purchase order (other than purchase orders in the ordinary course of business) or other commitment for the purchase, sale or provision to or by the Company of goods, property or services having an individual value in excess of \$10,000 or an aggregate value in excess of \$100,000;

(ii) any pension, profit sharing, stock option, employee stock purchase or other plan providing for deferred compensation or other employee benefit plan, or any contract with any labor union;

(iii) any agreement or indenture relating to the borrowing of money or to the mortgaging, pledging or otherwise placing a lien on any asset or group of assets of the Company;

(iv) any lease or agreement under which it is lessee of or holds or operates any property, real or personal, owned by any other party, except for any lease of personal property under which the aggregate annual rental payments do not exceed \$5,000;

(v) any lease or agreement under which it is lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by it;

(vi) any agreements providing for the services of an independent contractor to which the Company is a party or by which it is bound;

(vii) any oral or written direct or indirect guarantee of any obligation; or

(viii) any other or additional material contracts, commitments, agreements, arrangements, writings, guarantees, leases and licenses to which the Company is a party or by which the Company or any of its property is bound having an individual value in excess of \$10,000 or an aggregate value in excess of \$100,000.

Each of the contracts, agreements, leases, licenses and commitments required to be listed in Section 2.7 of the Disclosure Schedule (the "Contracts") is valid and binding, enforceable in accordance with its respective terms, in full force and effect and, at Closing, will remain in full force and effect without the consent, approval or act of, or the making of any filing with, any other person. To each Shareholder's knowledge, none of the Contracts were entered into with any intent or for any purpose prohibited by law. True and complete copies of all of the Contracts (together with any and all amendments thereto) have been delivered to Millennium and identified with a reference to this Section of this Agreement. The Company has performed all obligations required to be performed

by it and is not in default under, or in breach of, or in receipt of any claim of default or breach under, any of the Contracts and no event has occurred which with the passage of time or the giving of notice or both would result in a default, breach or event of noncompliance under any such Contract; neither the Company nor any Shareholder has any knowledge of any breach or anticipated breach by the other parties to any such Contract; and to any Shareholder's knowledge the Company is not a party to any Contract for the purchase of goods or services at a rate currently materially above market prices.

**SECTION 2.8. Litigation, Etc.** Except as set forth in Section 2.8 of the Disclosure Schedule, there are no actions, suits, proceedings, orders, investigations (including without limitation any official inquiries or requests for documents to the Company or any Shareholder or others relating to the Company's business) or claims pending or, to the knowledge of each Shareholder or the Company, threatened against the Company, or to which the Company is a party, at law or in equity, or before or by any court, tribunal, governmental department, commission, board, bureau, agency or instrumentality, or any arbitration proceedings pending under collective bargaining agreements or otherwise, or any actions which seek to prohibit, restrict or delay the consummation of transactions contemplated hereby or to limit in any manner the right of Millennium to control the Company or any material aspect of the business of the Company after the Closing Date:

**SECTION 2.9. Brokerage.** There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement (oral or written) binding upon any Shareholder or the Company. The Shareholders will pay, and hold the Company and Millennium harmless against, any liability, loss or expense (including, without limitation, attorneys' fees and out-of-pocket expenses) arising in connection with any such claim.

**SECTION 2.10. Insurance.** Section 2.10 of the Disclosure Schedule contains an abstract or summary of each outstanding insurance policy maintained by the Company. The Company has given to Millennium a copy of each such insurance policy maintained with respect to the Company's properties, assets and the Business, and each such policy is in full force and effect.

**SECTION 2.11. Compliance with Laws.** To each Shareholder's knowledge, the Company has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments, and decrees applicable to its business or properties and has not failed to comply with any law or any regulation or requirement which reasonably could be expected to have a Material Adverse Effect, and the Company has not received notice of any such violation or non-compliance.

**SECTION 2.12. Employees and Contractors.**

2.12.1. Employees. To the best knowledge, information and belief of each Shareholder, the Company has complied with all laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining and the payment of social security and other taxes. To each Shareholder's knowledge, no present or former employee of the Company has any material claim against the Company (whether under law, any employment agreement or otherwise) on account of or for (i) overtime pay, other than overtime for the current payroll period, (ii) wages or salary for any period other than the current payroll period, (iii) vacation, time off or pay in lieu of vacation or time off, other than that earned in respect of the current fiscal year, or (iv) any violation of any statute, ordinance or regulation relating to minimum wages or maximum hours of work. To the knowledge of each Shareholder and the Company, no person has any claim or basis for any proceeding against the Company arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices or occupational safety and health standards which reasonably could be expected to have a Material Adverse Effect. To the knowledge of the Company, no employee of the Company (A) is in violation of any term of any employment contract, patent disclosure agreement, non-competition agreement or any restrictive covenant to a former employer relating to the right of any such employee to be employed by the Company because of the nature of the business conducted or presently proposed to be conducted by the Company or to the use of trade secrets or proprietary information of others or (B) has given notice to the Company, nor is the Company otherwise aware that any employee intends to terminate his or her employment with the Company. The names and current rates of compensation of all employees of the Company are as set forth on Section 2.12 of the Disclosure Schedule. Effective on or prior to the Effective Time, any and all employment agreements between the Company and any of its employees that shall be cancelled and shall be of no further effect.

2.12.2. Contractors. Section 2.12 of the Disclosure Schedule contains a list of all independent contractors (including consultants but excluding subcontractors) currently engaged by the Company, along with the position, date of retention and rate of remuneration, most recent increase (or decrease) in rate of remuneration and amount thereof, for each such Person. Except as set forth on Section 2.12 of the Disclosure Schedule, none of such independent contractors is a party to a written agreement or contract with the Company. Each such independent contractor has entered into customary covenants regarding confidentiality, non-competition and assignment of inventions and copyrights in such Person's agreement with the Company, a copy of which has been previously delivered to the Millennium. For the purposes of applicable law, including the Code, all independent contractors who are, or since the Closing Date have been, engaged by the Company are bona fide independent contractors and not employees of the Company. Except as noted on Section 2.12 of the Disclosure Schedule, each independent contractor is terminable on at least thirty days notice, without any obligation to pay severance or a termination fee.

**SECTION 2.13. Licenses and Permits.** All material permits, licenses and franchises held by the Company, or by its officers, employees or agents, with respect to the Business are listed in Section 2.13 of the Disclosure Schedule. Except as set forth in Section 2.13 of the Disclosure Schedule, such licenses, permits and franchises are freely transferable by the Company. All of the licenses, permits, approvals and clearances listed and described in Section 2.13 of the Disclosure Schedule represent all of the material licenses, permits, approvals and clearances (collectively, the "Licenses") issued to the Company as of the date hereof by a governmental or other authority and currently used by or necessary to the Company in connection with the operation of the Business as presently conducted. To each Shareholder's knowledge, the Licenses represent all material governmental or other authority licenses, permits, approvals or clearances which the Company is required to maintain by applicable statute or regulation in connection with its Business as presently conducted. The Licenses are in full force and effect in accordance with their terms, and there is no outstanding notice of cancellation or termination in connection therewith, nor is there any pending or, to the knowledge of any Shareholder or the Company, threatened administrative or judicial proceeding to revoke, cancel or declare any such License invalid in any respect. To each Shareholder's knowledge, the Licenses are sufficient and adequate in all material respects to permit the continued lawful conduct of the Company's Business in the manner now conducted.

**SECTION 2.14. Business Records; Bank Accounts.** The Company's personnel files, accounting records, and customer correspondence files shall be made available to Millennium promptly upon the execution of this Agreement and are complete and correct in all material respects, and accurately reflect the Company's business operations for a period of not less than three (3) years. As of the date hereof, Section 2.14 of the Disclosure Schedule contains a complete and accurate list showing the name and location of each bank or other institution in which the Company has any deposit account or safe deposit box, together with a listing of account numbers and the names of all persons authorized to draw thereon or have access thereto. The Company has not given any power of attorney, whether limited or general, to any person, firm, corporation or otherwise that is continuing in effect.

**SECTION 2.15. Environmental Matters.** To each Shareholder's knowledge, either the Company nor any of its subsidiaries has caused or allowed, or contracted with any party for, the generation, use, transportation, treatment, storage or disposal of any Hazardous Substances (as defined below) in violation of any applicable Environmental Law (as defined below) in connection with the operation of its business or otherwise. Each of the Company and its subsidiaries, the operation of its business, and any real property that it owns, leases or otherwise occupies or uses (collectively, the "Premises") are in compliance in all material respects with all applicable Environmental Laws and orders or directives of any governmental authorities having jurisdiction under such Environmental Laws, including, without limitation, any Environmental Laws or orders or directives with respect to any cleanup or remediation of any release or threat of release of Hazardous Substances. Neither the Company nor any of its subsidiaries has

received any written notice, citation, directive, letter or other communication about any proceeding, claim or lawsuit, from any Person concerning the ownership or occupation of the Premises, or the conduct of its operations in material violation of any applicable Environmental Laws. Each of the Company and its subsidiaries has obtained and is maintaining in full force and effect all necessary permits, licenses and approvals required by all Environmental Laws applicable to the Premises and the business operations conducted thereon (including operations conducted by tenants on the Premises), and is in compliance in all material respects with all such permits, licenses and approvals. Neither the Company nor any of its subsidiaries has caused or allowed a release, or, to the best of the Company's and each Shareholder's knowledge, a threat of release, of any Hazardous Substance into, at or near the Premises, and the Premises have not been subject to a release, or, to the best of the Company's and each Shareholder's knowledge, a threat of release, of any Hazardous Substance. For the purposes of this Agreement, the term "Environmental Laws" shall mean any Federal, state or local law or ordinance or regulation pertaining to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601, et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001, et seq., and the Resource Conservation and Recovery Act, 42, U.S.C. Sections 6901, et seq. For purposes of this Agreement, the term "Hazardous Substances" shall include oil and petroleum products, asbestos, polychlorinated biphenyls, urea formaldehyde and any other materials classified as hazardous or toxic under any Environmental Laws.

SECTION 2.16. Financial Statements. The Company's unaudited financial statements and notes thereto as at and for the fiscal year ended December 31, 2006, and for the eight month period ended August 31, 2007, consisting of balance sheets and statements of income, are attached as Exhibit 2.16 (the "Statements"). To each Shareholder's knowledge, the Statements fairly present the financial condition and results of the operations of the Company as of the date indicated and for the period indicated, and are in accordance with the books and records of the Company, complete and correct in all material respects. The Statements shall be in a form which is auditable as determined by Millennium. As to its government contracting business, the Company's books and records are compliant with all requirements of the Defense Contract Audit Agency. The parties agree that the distribution to on or more Shareholder prior to Closing of that certain motor vehicle ~~(VIN: [REDACTED] Model: [REDACTED] year: [REDACTED])~~ owned by the Company, shall not be a breach of the representation made under this Section 2.16.

SECTION 2.17. Accounts Receivable. To each Shareholder's knowledge, the accounts receivable of the Company, as shown on the Company's accounting records, are valid and existing and represent monies owed to the Company for services provided or goods sold and delivered, are collectible in the amounts there shown, and all such accounts receivable acquired subsequent to the date of such Statements are collectible in the aggregate amounts shown on the books of the Company, in each case after application



of reserves for returns and bad debts in accordance with accounting principles consistently applied by the Company. Except as reflected in Exhibit 2.16 or Section 2.17 of the Disclosure Schedule, there are no refunds, discounts or other adjustments payable relating to a material amount of such accounts receivable, and the Company has not received any written notice asserting any defenses, rights of set-off, assignments or conditions enforceable by third parties against the Company relating to a material amount of such accounts receivable.

**SECTION 2.18. Absence of Undisclosed Liabilities.** To each Shareholder's knowledge, except as set forth on Section 2.18 of the Disclosure Schedule, the Company has no material obligation or liability (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due and whether or not insured, except: (i) liabilities to be reflected on the Company's balance sheets as of August 31, 2007, (ii) liabilities under contracts or commitments described in Section 2.7 of the Disclosure Schedule which have arisen since August 31, 2007 in the ordinary course of business, (iii) liabilities for which the Company has valid insurance coverage, subject to policy limits and deductibles disclosed in Section 2.10 of the Disclosure Schedule, and (iv) all other liabilities incurred in the ordinary course of business since the Statements.

**SECTION 2.19. Inventories.** To each Shareholder's knowledge, the Company's inventories, if any, reflected on the Company's August 31, 2007 financial statements, and the inventories thereafter produced or acquired (i) consist of items of a quality and quantity usable or salable in the ordinary course of its business, at prevailing market prices, (ii) none of such items is materially damaged or generally unsalable in the ordinary course of business, or below standard quality, and (iii) the values at which such inventories are carried reflect an inventory valuation policy stating inventory based on actual physical count and at the lower of cost or wholesale market value. At Closing, the inventories will include a sufficient quantity of inventory necessary to meet the normal requirements of the operations of the Company as of the Closing in accordance with past practice and procedure.

**SECTION 2.20. Transactions with Certain Persons.** To each Shareholder's knowledge, except as set forth in Section 2.20 of the Disclosure Schedule, (i) during the past three (3) years, the Company has not, directly or indirectly, purchased, leased or otherwise acquired any goods, services or property from the Shareholder or from any person, firm, corporation or other entity directly or indirectly controlled by (or under common control with) the Shareholder, and (ii) the Company does not owe any amount to, nor is any amount owed to the Company by, any Shareholder or any person, firm, corporation or other entity directly or indirectly controlled by (or under common control with) the Company or any Shareholder.

**SECTION 2.21. Absence of Certain Business Practices.** Except as set forth in Section 2.21 of the Disclosure Schedule, neither the Company nor any officer, employee or agent acting on its behalf, has within the past five (5) years given (or agreed to give) any

material gift or similar benefit to any customer, supplier, governmental employee or other person in a position to help or hinder the Company's business. Neither the Company nor any of its subsidiaries has taken any action which would cause it to be in violation of the Foreign Corrupt Practices Act of 1977, as amended, or any rules or regulations thereunder. To the best of the Company's and the Shareholder's knowledge, there is not now, and there has never been, any employment by the Company or any of its subsidiaries of, or beneficial ownership in the Company or any of its subsidiaries by, any governmental or political official in any country in the world.

SECTION 2.22 [OMITTED]

SECTION 2.23. Absence of Certain Developments. Except as set forth on Section 2.23 of the Disclosure Schedule and except for transactions contemplated by this Agreement, including without limitation Section 1.6.3 hereof, since August 31, 2007, the Company has not:

- (a) redeemed or repurchased, directly or indirectly, any shares of its capital stock or declared or paid any dividends or distribution with respect to any shares of its capital stock;
- (b) issued any equity securities, securities convertible into equity securities, or warrants, options or other rights to acquire equity securities, or bonds or other securities;
- (c) borrowed any amount or incurred or become subject to any material liabilities, except current liabilities incurred in the ordinary course of business and liabilities under contracts entered into in the ordinary course of business having an individual value in excess of \$5,000 or an aggregate value in excess of \$25,000;
- (d) discharged or satisfied any material lien or encumbrance or paid any material obligation or liability other than current liabilities paid in the ordinary course of business;
- (e) mortgaged, pledged or subjected to any lien, charge or any other encumbrance, any of its properties or assets, except liens for current property taxes not yet due and payable;
- (f) sold, assigned, transferred or otherwise disposed of or committed to sell, assign, transfer or otherwise dispose of (including by license, franchise, option or other right of any nature whatsoever) any of its tangible assets having an individual value in excess of \$5,000 or an aggregate value in excess of \$25,000 (including books and records of the Company), except in the ordinary course of business, or canceled any material debts or claims having an individual value in excess of \$5,000 or an aggregate value in excess of \$25,000;

(g) suffered any extraordinary losses or waived any rights of material value, whether or not in the ordinary course of business or consistent with past practice;

(h) made capital expenditures in excess of \$10,000 or made any binding commitments therefor which would cause the aggregate amount of all actual capital expenditures for the period subsequent to August 31, 2007 to exceed \$10,000;

(i) paid or committed to any salary increases, bonuses or similar payments or any increase of other benefits or any adoption or establishment of any benefit plan or any payments of severance or termination pay, except in the ordinary course of business consistent with past practices;

(j) made any loans or advances to, guarantees for the benefit of, or any investments in, any person or entity in excess of an aggregate of \$10,000;

(k) made or committed to any charitable or political contributions or pledges in excess of an aggregate of \$1,000;

(l) suffered any material damage, destruction or casualty loss, whether or not covered by insurance;

(m) made or instituted any unusual or novel method of transacting business or changed any accounting methods, procedures or practices of the Company;

(n) suffered any material adverse action, ruling, order or position affecting the Company made or taken by a governmental or other authority, which action, ruling, order or position reasonably could be expected to have a Material Adverse Effect;

(o) disposed of any patents, trademarks or copyrights or any patent, trademark or copyright applications used in the operations of its business;

(p) entered into any transaction material to its business or relating to its business, except in the ordinary course of business consistent with past practice;

(q) written down the value of any inventory or written off as uncollectible any accounts receivable, in any material amounts, specifically relating to its business or any portion thereof;

(r) discontinued the manufacture or sale of any material products, product line, program or service;

(s) entered into any capital leases having a value in excess of \$10,000;

(t) made any amendments to or changes in its articles of incorporation or by-laws; or

(u) entered into any material agreement or made any commitment to do any of the foregoing or performed any act, or attempted to do any act, or permitted any act or omitted to act, which would cause a breach of any material contract, commitment or obligation to which the Company is a party.

## SECTION 2.24.

**2.24.1. Employee Plans.** Except as set forth in Section 2.24.1 of the Disclosure Schedule, neither the Company nor any entity required to be aggregated with the Company under Sections 414(b), (c), (m), (n) or (o) of the Code (an "ERISA Affiliate") sponsors, maintains, has any obligation to contribute to, has any liability under, or is otherwise a party to, any Benefit Plan. For purposes of this Agreement, "Benefit Plan" shall mean any plan, fund, program, policy, arrangement or contract whether formal or informal, which is in the nature of (i) an employee pension benefit plan (as defined in Section 3(2) of the Employment Retirement Income Security Act of 1974, as amended ("ERISA")), (ii) an employee welfare benefit plan (as defined in Section 3(1) of ERISA), or (iii) each employment, severance or similar contract, plan, arrangement or policy and each other plan or arrangement (written or oral) providing for compensation, bonuses, profit-sharing, stock option or other stock related rights or other forms of incentive or deferred compensation, vacation benefits, insurance coverage (including any self-insured arrangements), health or medical benefits, disability benefits, workers' compensation, supplemental unemployment benefits, severance benefits and post-employment or retirement benefits (including compensation, pension, health, medical or life insurance benefits) which is maintained, administered, contributed to or required to be contributed to by the Company or any ERISA Affiliate and covers any employee or former employee of the Company, or with respect to which the Company or any ERISA Affiliate has any liability, whether direct or indirect, actual or contingent, and whether formal or informal.

### **2.24.2. ERISA Plan Operations.**

(a) Each Benefit Plan which is intended to be qualified under Section 401(a) of the Code is so qualified and has been so qualified during the period from its adoption to date, and each trust forming a part thereof is exempt from tax pursuant to Section 501(a) of the Code. The Company has furnished to Millennium copies of the most recent Internal Revenue Service determination letters, if any, with respect to each such Benefit Plan. To the Company's knowledge, no event or circumstance has occurred since the date of such determination that would jeopardize the qualification of the Company's Benefit Plans. Each Employee Plan has been maintained in compliance in all material respects with its terms and with the requirements prescribed by any and

all statutes, orders, rules and regulations, including ERISA and the Code, which are applicable to such Plan.

(b) Except as set forth in Section 2.24.2 of the Disclosure Schedule, the transactions contemplated hereby will not (i) entitle any employee or independent contractor of the Company to severance pay or (ii) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to, any Benefit Plan.

(c) The Company has no liability with respect to post-retirement health, medical or life insurance benefits for retired, former or current employees of the Company.

(d) Except as has been furnished or made available to Millennium, there has been no amendment to, written interpretation or announcement (whether or not written) by the Company relating to any Benefit Plan which would increase materially the expense of maintaining such Benefit Plan above the level of the expense incurred in respect thereof for the Company's fiscal year ended on December 31, 2006.

(e) There is no pending or, to the Company's knowledge, threatened or contingent claims against the Company relating to any Benefit Plans, except benefit claims in the ordinary course.

(f) Neither the Company nor any ERISA Affiliate maintains, or has in the past maintained or contributed to, (i) any plan that constitutes or constituted a "multiemployer plan," as defined in Section 3(37) of ERISA, or (ii) a plan that is or was subject to Title IV of ERISA.

#### **SECTION 2.25. Intellectual Property.**

2.25.1 Set forth in Section 2.25 of the Disclosure Schedule is a list and brief description of all domestic and foreign patents, patent applications, registered trademarks, trademark applications, registered service marks, service mark applications, trade names, registered copyrights and copyright applications which are in the process of being prepared, owned by or registered in the name of the Company or any of its subsidiaries, of which the Company or its subsidiaries is a licensee. Each of the Company and its subsidiaries is the sole and exclusive owner or a licensee of all Intellectual Property (as defined below) material to the conduct of its business as presently or proposed to be conducted (the "Company Intellectual Property"), free and clear of any liens, claims, encumbrances or adverse interests, except that one or more lenders to the Company or its subsidiaries may have a security interest in such Company Intellectual Property. Each of the Company and its subsidiaries owns or possesses adequate licenses or other rights to use and license its customers the right to

use (in the manner and to the extent presently or proposed to be used or licensed) all Intellectual Property currently or proposed to be used in its business unless such absence or failure is not reasonably likely to have a Material Adverse Effect. None of the Intellectual Property that the Company or any of its subsidiaries owns or purports to own, or, to the knowledge of the Company, any of the other Company Intellectual Property infringes or conflicts with, and neither the Company nor any of its subsidiaries has interfered with, infringed upon, misappropriated, or otherwise come into conflict with, any Intellectual Property Rights (as defined below) of third parties and, to the knowledge of the Company, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property Rights of the Company or any of its subsidiaries. No claim is pending or, to the best of the Company's or each Shareholder's knowledge, threatened to the effect that the operations of the Company or any of its subsidiaries or the use by the Company's or any of its subsidiaries' customers of any of the Company Intellectual Property licensed to them as provided in such license infringe upon or conflict with the asserted rights of any other Person. No claim is pending, or to the best of the Company's or each Shareholder's knowledge, threatened to the effect that any such Intellectual Property owned or licensed by the Company or any of its subsidiaries, or which the Company or any of its subsidiaries otherwise has the right to use, is invalid or unenforceable by the Company. All prior art known to the Company which may be or may have been pertinent to the examination of any United States patent or patent application listed in Section 2.25 of the Disclosure Schedule has been cited to the United States Patent and Trademark Office. Each of the Company and its subsidiaries uses reasonable measures to safeguard any confidential technical information developed by and belonging to the Company and such subsidiary.

2.25.2 None of the Intellectual Property that the Company or any of its subsidiaries owns or purports to own, is subject to any outstanding judgment or contract restricting the use thereof by the Company or such subsidiary. Neither the Company nor any of its subsidiaries has entered into or become subject to any agreement to indemnify any other Person against any charge of infringement of any Intellectual Property Rights, except for infringement indemnification obligations incurred in the ordinary course of business.

2.25.3 All licenses, sublicenses or other rights of use that the Company or any of its subsidiaries has or purports to have granted to customers are valid and authorized by the terms under which the Company or such subsidiary licenses or otherwise uses such rights. Neither the Company nor any of its subsidiaries is in default in the payment of any royalties, license fees or other consideration to any owner or licensor of any Intellectual Property used in or necessary for the conduct of its business as now conducted and/or as proposed to be conducted or to any agent or representative of any such owner or licensor by reason of the use thereof by the Company or any of its subsidiaries nor otherwise is in default in any material respect in the performance of any of its obligations to any such owner or licensor, and no such

owner or licensor, nor any such agent or representative thereof, has notified the Company or any of its subsidiaries in writing of any claim of any such default.

2.25.4 "Intellectual Property" means (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, (ii) all trademarks, service marks, trade dress, logos, trade names and corporate names, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (iv) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (v) all computer software (including data and related documentation), (vi) all other proprietary rights, and (vii) all copies and tangible embodiments thereof (in whatever form or medium).

2.25.5 "Intellectual Property Rights" means, with reference to any Intellectual Property, any or all of the legally enforceable rights (including any or all inchoate rights, whether such rights are perfected or not perfected) and moral rights, if any, with respect to such Intellectual Property under the laws of any jurisdiction, including (i) any and all patents, patents pending, inventor's certificates, trademarks, service marks, copyrights, any and all applications therefor or for registration thereof, and any and all substitutions, extensions, reissues, renewals, divisions, continuations, or continuations-in-art thereof and (ii) any rights under laws relating to trade secrets.

SECTION 2.26. Debt. On the Closing Date, the Company shall have no debt on its books other (a) than ordinary and customary accounts payable and miscellaneous other expenses which are not material to the financial condition of the Company, and (b) any and all amounts owed to the Bank of America, N.A., pursuant to that certain commercial aircraft note dated October 31, 2006, a copy of which is attached herein as Exhibit C.

SECTION 2.27. Material Misstatements or Omissions. No Shareholder nor the Company has knowingly made any material misstatements of fact or omitted to state any material fact necessary or desirable to make complete, accurate, and not misleading every representation, warranty, schedule, and agreement set forth, described or referred to herein.

SECTION 2.28. Effective Date of Warranties, Representations and Covenants. Each warranty, representation, and covenant set forth in this Article 2 shall be deemed to be made on and as of, and speak on and as of, the date hereof and as of the Closing Date (except as otherwise specifically provided herein). Prior to the Closing Date, each Shareholder will notify Millennium of any change since the date hereof in any fact, condition or circumstance which would require a modification of the foregoing

representations and warranties (including any Schedule thereto) to make such representation or warranty (or Schedule thereto) complete, accurate and not misleading in all material respects. The Company and the Shareholders shall have the right to supplement and update the Disclosure Schedule to reflect events that have occurred between the date of this Agreement and the Closing which could not have been disclosed at the date of this Agreement; provided, however, that no such supplemental or updated information shall be deemed to avoid or cure any misrepresentation or breach of warranty or constitute an amendment of any breach of representation or warranty made by the Company or the Principal Stockholders as of the date of this Agreement; and provided, further, however, that such right shall not be deemed in any way to waive, modify or amend any condition to Closing set forth in Article 4 hereof unless the Buyer expressly waives the condition in writing. The representations and warranties contained in this Article 2 shall not be affected or deemed waived by reason of the fact that Millennium and/or its representatives should have known that any such representation or warranty is or might be inaccurate in any respect.

SECTION 2.29. Investment Representations. The Shareholder is an accredited investor as such term is defined in Section 501(a) of Regulation D promulgated under the Securities Act. The Millennium Common Stock is being acquired for such Shareholder's own account for investment purposes and not with a view to the distribution or resale thereof (except in compliance with the Securities Act of 1933, as amended, and any comparable State securities laws or any exemptions therefrom). Each Shareholder has such experience in evaluating and investing in private placement transactions of securities in companies similar to Millennium so as to be capable of evaluating the merits and risks of such Shareholder's investment in Millennium and has the capacity to protect such Shareholder's own interests. Each Shareholder represents and warrants to Millennium that he or she is aware that the acquisition of Millennium Common Stock involves substantial risk and that his financial condition and investments are such that he or she is in a financial position to hold such shares for an indefinite period of time and to bear the economic risk of and withstand a complete loss of such investment.

SECTION 2.30. Resignations. Each Shareholder has obtained the resignation of such Shareholder, as applicable, as a Director of the Company, effective as of the Closing Date, and has obtained the resignations of all officers of the Company, effective as of the Closing Date.

SECTION 2.31. Millennium's Knowledge. As soon as Millennium (for purposes of this Section 2.31, "Millennium" shall mean the CEO, President or any Vice President of Millennium) knows or discovers, through its due diligence review of the Company or its analysis of any documents or other written materials provided to Millennium by any Shareholder or the Company as part of Millennium's due diligence review of the Company, any inaccuracy in, or breach of, any representations and warranties contained in this Article 2, Millennium shall inform the Shareholders and the Company of such inaccuracy or breach, in writing, and give the Shareholders and the Company an



opportunity to cure any such inaccuracy within ten (10) days of the receipt of any such notice.

**SECTION 2.32. Disclosures.** Neither this Agreement, nor the Disclosure Schedule, nor any Exhibit to this Agreement, nor any due diligence materials, nor other information furnished by or on behalf of the Company to Millennium contains an untrue statement of a material fact or omits a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they were made, not misleading. None of the Ancillary Agreements or certificates prepared or supplied by the Company with respect to the transactions contemplated hereby or thereby contains an untrue statement of a material fact or omits a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading. There is no fact known to any Shareholder which the Company has not disclosed to Millennium and their counsel in writing which materially and adversely affects the business, financial condition, operations, prospects, property or assets of the Company. The financial projections provided by or on behalf of the Company to Millennium (collectively, "Projections") were prepared in good faith based on the experience of the Company in the industry and on reasonable assumptions of fact and opinion as to future events. As of the date hereof no facts have come to the attention of the Company which would, in its opinion, require the Company to revise the assumptions underlying such projections and other estimates or the conclusions derived therefrom.

**SECTION 2.33. U.S. Real Property Holding Corporation.** Neither the Company nor any of its subsidiaries is now or has ever been a "United States real property holding corporation," as defined in Section 897(c)(2) of the Code and Section 1.897-2(b) of the Regulations promulgated by the Internal Revenue Service.

**SECTION 2.34 Government Contract Matters.**

2.34.1 Section 2.34.1 of the Disclosure Schedule identifies all of the Company's Current Government Contracts (including all Task/Delivery Orders issued thereunder) and Bids which, if accepted, would result in a Government Contract (a "Government Bid"). The Company has delivered to the Purchaser correct and complete copies of all Current Government Contracts and Government Bids. To each Shareholder's knowledge, all Government Contracts constitute valid and binding obligations of the Company and are fully enforceable in accordance with their terms. Except as set forth in Section 2.34.1 of the Disclosure Schedule, with respect to each and every such Current Government Contract or Bid to which the Company is a party:

(a) the Company has complied with all terms and conditions of such Current Government Contract or Government Bid, including all clauses, provisions and requirements incorporated expressly, by reference or by operation of law therein;

(b) the Company has complied with all requirements of all Rules or agreements pertaining to such Current Government Contract or Government Bid;

(c) all representations and certifications executed, acknowledged or set forth in or pertaining to such Current Government Contract or Government Bid were, to the Company's Knowledge, complete and correct as of their effective date, and the Company has, to the Company's Knowledge, complied with all such representations and certifications;

(d) neither the United States Government nor any prime contractor, subcontractor or other Person has notified the Company, either in writing or, to the Company's Knowledge, orally, that the Company has breached or violated any Rule, certification, representation, clause, provision or requirement pertaining to such Current Government Contract or Government Bid;

(e) no termination for convenience, termination for default, cure notice or show cause notice is currently in effect pertaining to such Current Government Contract or Government Bid;

(f) to the Company's Knowledge, no cost incurred by the Company pertaining to such Current Government Contract or Government Bid has been formally questioned or challenged, is the subject of any investigation or has been disallowed by the United States Government; and

(g) to the Company's Knowledge, no money due to the Company pertaining to such Current Government Contract or Government Bid has been withheld or set off nor has any claim been made to withhold or set-off money and the Company is entitled to all progress payments received with respect thereto.

2.34.2 Except as set forth in Section 2.34.2 of the Disclosure Schedule, to each Shareholder's knowledge:

(a) neither the Company nor, to the Company's Knowledge, any of its managers, officers, employees, consultants, agents or Affiliates is (or during the last three (3) years has been) under administrative, civil or criminal investigation, indictment or information by any Governmental Entity, or any audit or investigation by any Governmental Entity with respect to any alleged irregularity, misstatement or omission arising under or relating to any Government Contract or Government Bid, and have not entered into any plea or settlement agreement with respect thereto (other than governmental audits undertaken in the Ordinary Course of Business); and

(b) to the Company's Knowledge, there exists no irregularity, misstatement or omission arising under or relating to any Current Government Contract or Government Bid that has led or could lead to any of the consequences set

forth in the immediately preceding sentence or any other damage, penalty assessment, recoupment of payment or disallowance of cost.

2.34.3 Except as set forth in Section 2.34.3 of the Disclosure Schedule, to the Company's Knowledge, there exist:

(a) no outstanding claims, demands or requests for equitable adjustment against the Company either by the United States Government or by any prime contractor, subcontractor, vendor or other third party, arising under or relating to any Current Government Contract or Government Bid; and

(b) to the Company's Knowledge, no disputes between the Company and the United States Government under the Contract Disputes Act or any other Federal statute or between any the Company and any prime contractor, subcontractor or vendor arising under or relating to any Current Government Contract or Government Bid. To the Company's Knowledge, except as set forth in Section 2.34.3 of the Disclosure Schedule, the Company has no interest in any pending or potential claim against the United States Government or any prime contractor, subcontractor or vendor arising under or relating to any Current Government Contract or Government Bid.

2.34.4 Except as set forth in Section 2.34.4 of the Disclosure Schedule, during the last three (3) years, the Company has not been debarred or suspended from participation in the award of contracts with the United States or any Governmental Entity (excluding for this purpose ineligibility to bid on certain contracts due to generally applicable bidding requirements), nor has the Company entered into any administrative settlement agreement with respect to any actual or threatened suspension or debarment. To each Shareholder's knowledge, there exist no facts or circumstances that would warrant the institution or suspension or debarment proceedings or the finding of non-responsibility or ineligibility on the part of the Company with respect to the Business or any director, officer, manager or employee of the Company in respect of the Business. To the Company's Knowledge, no payment has been made by the Company, or by any person on behalf of the Company, in connection with any Current Government Contract in violation of applicable procurement laws or regulations or in violation of, or requiring disclosure pursuant to, the Foreign Corrupt Practices Act.

2.34.5 Except as set forth in Section 2.34.5 of the Disclosure Schedule, to each Shareholder's knowledge, the Company's accounting and procurement systems and the associated entries reflected in the Company's financial statements with respect to the Current Government Contracts and Government Bids are in compliance in all respects with all Rules.

2.34.6 Except as set forth in Section 2.34.6 of the Disclosure Schedule, to each Shareholder's knowledge and, all goods and services provided by the Company to the United States Government pursuant to any Current Government Contract or to any

other Person pursuant to any Current Government Contract or as a part of the delivery to the United States Government or to any other Person pursuant to any Current Government Contract of any article designed, engineered or manufactured in the Business were complete and correct in all material respects as of the date so provided. Except as set forth in Section 2.34.6 of the Disclosure Schedule, the Company has provided all goods and services to the United States Government or to any other Person pursuant to the Current Government Contracts as required by rule and/or the terms of the applicable Current Government Contracts.

2.34.7 Except as set forth in Section 2.34.7 of the Disclosure Schedule, to each Shareholder's knowledge, the Company has not, within the three (3) years prior to the date hereof, received any adverse or negative assessment of its performance under any Current Government Contract.

2.34.8 To each Shareholder's knowledge, all property or equipment furnished to the Company prior to the Closing Date by the U.S. Government or any other government customer that has not been returned to such customer is properly accounted for and in the possession of the Company. All such property and equipment is in good operating condition and state of repair, reasonable wear and tear excepted.

2.34.9 Except for the intellectual property items set forth in Section 2.34.9 of the Disclosure Schedule, to each Shareholder's knowledge, no Government Entity has any rights with respect to any technical data or computer software that are material to the Company's business.

2.34.10 Except to the extent prohibited by applicable Law, to each Shareholder's knowledge, Section 2.34.10 sets forth all industrial facility security clearances held by Company and all industrial personnel security clearances sponsored by the Company on behalf of its employees, consultants or independent contractors. All of the security clearances held by the Company and its employees, consultants or independent contractors are in full force and effect and constitute all of the security clearances necessary for the current conduct of the Company's business.

**SECTION 2.35. Business Activity Restriction.** To each Shareholder's knowledge, there is no non-competition or other similar agreement, commitment, judgment, injunction, order or decree to which the Company is a party or subject to that has or could reasonably be expected to have the effect of prohibiting or impairing the conduct of business by the Company. The Company has not entered into any agreement under which the Company is restricted from selling, licensing or otherwise distributing any of its technology or products to, or providing services to, customers or potential customers or any class of customers, in any geographic area, during any period of time or in any segment of the market or line of business.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES OF MILLENNIUM

As a material inducement to the Shareholders to enter into and perform his or her obligations under this Agreement, Millennium represents and warrants to each Shareholder as follows:

**SECTION 3.1. Organization, Capital Stock, Etc.**

3.1.1. Each of Millennium and ME Sub is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation (Maryland, in the case of Millennium, and Maryland, in the case of ME Sub).

3.1.2. The entire authorized capital stock of Millennium consists of one hundred thousand (100,000) shares of capital stock, \$0.10 par value per share, of 6,334.9901 shares are issued and outstanding.

**SECTION 3.2. Authority Relative to Agreement.** ME Sub has not conducted any business activities prior to the date of this Agreement, other than the negotiation and execution of this Agreement. All outstanding shares of capital stock of ME Sub are owned, beneficially and of record, by Millennium. Millennium and ME Sub each has the corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated on its part hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Boards of Directors of Millennium and of ME Sub. No other corporate proceedings on their part or the part of the stockholders of Millennium or ME Sub are necessary to authorize the execution and delivery of this Agreement by it or the consummation by it of the transactions contemplated on its part hereby. This Agreement has been duly executed and delivered by each of Millennium and ME Sub and is the valid and binding agreement of each of Millennium and ME Sub except as the enforceability may be affected by bankruptcy, insolvency, reorganization or other similar laws presently or hereafter in effect affecting the enforcement of creditors' rights generally.

**SECTION 3.3. No Breach; Consents.** The execution, delivery and performance of this Agreement by Millennium and ME Sub and the consummation of the transactions contemplated hereby (a) do not and will not conflict with or result in any breach of any of the provisions of, constitute a default under, result in a violation of, result in the creation of any lien, security interest, charge or encumbrance upon the assets of either of Millennium or ME Sub under, or require any authorization, consent, approval, exemption or other action by or notice to any third party under the provisions of the Charter or Bylaws of Millennium or ME Sub or any license, indenture, mortgage, lease, loan agreement or other agreement (oral or written) or instrument to which either Millennium or ME Sub is a party, and (b) do not require any authorization, consent, approval, exemption or other action by or notice to any court or governmental body under any law, statute, rule, regulation or decree to which either Millennium or ME Sub is subject.

SECTION 3.4. Litigation. There is no claim, action, suit or proceeding pending or, to the knowledge of Millennium, threatened against Millennium or any of its properties which seeks to prohibit, restrict or delay consummation of the transactions contemplated hereby or to limit in any manner the right of Millennium to control the Company or any material aspect of the Business of the Company after the Effective Time, and there is no judgment, decree, injunction, ruling or order of any court, governmental department, commission, agency or instrumentality or arbitrator outstanding against Millennium having, or which Millennium believes may in the future have, any such effect.

SECTION 3.5. Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Millennium or ME Sub.

SECTION 3.6. Financial Statements. Millennium's unaudited balance sheet dated at, and income statement for the eight-month period ended, August 31, 2007, have been provided to the Shareholders and fairly present the financial condition and results of the operations of Millennium as of the date indicated and for the period indicated and have been prepared in accordance with generally accepted accounting principles consistently applied, and are in accordance with the books and records of Millennium, complete and correct in all material respects.

SECTION 3.7. Intellectual Property. Each of Millennium and its subsidiaries owns or possesses adequate licenses or other rights to use and license its customers the right to use (in the manner and to the extent presently or proposed to be used or licensed) all Intellectual Property currently or proposed to be used in its business unless such absence or failure is not reasonably likely to have a Material Adverse Effect on Millennium.

#### ARTICLE 4

##### CLOSING CONDITIONS

SECTION 4.1. Closing Conditions Relating to Millennium. The obligations of Millennium under this Agreement are subject to the satisfaction at or prior to the Effective Time of each of the following conditions, any of which may be waived by Millennium in its sole and absolute discretion:

###### 4.1.0 Contingencies.

4.1.1. The representations and warranties of the Company and the Shareholders contained in this Agreement shall be true and correct on the date hereof

and on the Closing Date (except to the extent that they expressly relate to an earlier date);

4.1.2. The Company and the Shareholders shall have performed and complied in all material respects with all the covenants and agreements contained in this Agreement and satisfied all the conditions required by this Agreement to be performed or complied with or satisfied by it or them at or prior to the Closing;

4.1.3. Millennium and the Company shall have received all approvals and actions of or by all Governmental Bodies, which are necessary to consummate the transactions contemplated hereby,

4.1.4. On the Closing Date, there shall be no injunction, restraining order or decree of any nature of any court or Governmental Body in effect that restrains or prohibits the consummation of the transactions contemplated by this Agreement; and no action, suit or proceeding shall have been instituted by any person or entity, or threatened by any Governmental Body, before a court or Governmental Body, to restrain or prevent the carrying out of the transactions contemplated by this Agreement or that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

4.1.5. All existing employment agreements between the Company and any employee thereof shall be cancelled prior to the Effective Time and shall be of no further effect and Millennium shall have received evidence to such effect. To be effective as of the Effective Time, each of the following members of the Company's management team shall have entered into an Employment Agreement with Millennium substantially in the form set forth in Exhibit 4.1.6.2: T. Trase Travers, Donald Linton and Barbara J. H. Linton.

4.1.6 Deliveries. At or prior to the Closing, each Shareholder shall deliver, or cause to be delivered to Millennium, the following items, fully executed by all appropriate parties and in form and substance acceptable to Millennium:

4.1.6.1. General Release and Covenant; Termination of Agreements. Each Shareholder shall execute and deliver to the Company a release of the Company of and from all manner of action and actions, cause or causes of actions, debts and sums of money, claims and demands whatsoever, except for any obligations that are specifically included hereunder or including the Merger Consideration, and the General Release and Covenant in the form of Exhibit 4.1.6.1 attached hereto. Millennium shall have received evidence of termination and waiver, and indemnification from the Shareholders as to any further obligations or liabilities under the Stock Purchase Agreement dated as of October 1, 2007, by and among the Shareholders of the Company, as Sellers, and Timothy T. Travers, as the Buyer.

4.1.6.2. Employment Agreement. The Employment Agreement in the form of Exhibit 4.1.6.2 attached hereto shall have been executed and delivered to Millennium by T. Trase Travers, Donald Linton and Barbara J. H. Linton.

4.1.6.3. Consents. The Shareholders and the Company shall deliver to Millennium copies of all necessary third party and governmental consents, in a form satisfactory to Millennium, that the Shareholders and the Company are required to obtain in order to consummate the transactions contemplated by this Agreement.

4.1.6.4. [OMITTED].

4.1.7. Due Diligence Results. Nothing shall have come to the attention of Millennium, in the course of its due diligence investigation pursuant to Section 5.1 or otherwise, which demonstrates that any of the representations or warranties of the Shareholders or the Company is inaccurate or incomplete in any material respects; provided, however, that Millennium shall, prior to Closing, inform the Shareholder of any such inaccuracy in order to allow the Shareholders or the Company to cure any such inaccuracy within ten (10) days of the receipt of any such notice.

4.1.8. No Injunction. The consummation of the transactions contemplated hereby shall not have been enjoined by any court of competent jurisdiction and no proceeding seeking such an injunction shall be pending.

SECTION 4.2. Closing Conditions Relating to the Shareholders. The obligations of the Company Shareholders and the Company under this Agreement are subject to the satisfaction at or prior to the Effective Time of the following conditions, but compliance with any or all of such conditions may be waived by the Company or the Shareholders, as the case may be:

4.2.1. The representations and warranties of Millennium contained in this Agreement shall be true and correct on the date hereof and on the Closing Date (except to the extent that they expressly relate to an earlier date);

4.2.2. Millennium shall have performed and complied in all material respects with all of the covenants and agreements contained in this Agreement and satisfied all of the conditions required by this Agreement to be performed or complied with or satisfied by Millennium at or prior to the Closing;

4.2.3 Millennium and the Company shall have received all approvals and actions of or by all governmental bodies, which are necessary to consummate the transactions contemplated hereby;



4.2.4. On the Closing Date, there shall be no injunction, restraining order or decree of any nature of any court or governmental body in effect that restrains or prohibits the consummation of the transactions contemplated by this Agreement;

4.2.5. No action, suit or proceeding shall have been instituted by any person or entity, or threatened by any governmental body, before a court or governmental body, to restrain or prevent the carrying out of the transactions contemplated by this Agreement and the Merger Agreement;

4.2.6. Deliveries. At or prior to the Closing, Millennium shall deliver, or cause to be delivered to T. TRASE TRAVERS, BARBARA J. H. LINTON or DONALD F. LINTON, for the BARBARA J.H. LINTON TRUST DATED JANUARY 8, 1999, and DONALD F. LINTON or BARBARA J. H. LINTON, for the DONALD F. LINTON TRUST DATED JANUARY 8, 1999, respectively, the following items:

4.2.6.1. The General Release and Covenant in the form of Exhibit 4.1.6.1 hereof to T. Trase Travers, Donald Linton and Barbara J. H. Linton.

4.2.6.2. The Employment Agreement in the form of Exhibit 4.1.6.2 hereof to T. Trase Travers, Donald Linton and Barbara J. H. Linton.

4.2.6.5. The Merger Consideration to the Shareholder, with 34.5 shares thereof being delivered as part of the Escrow Assets pursuant to Section 6.1.6.1 hereof.

## ARTICLE 5

### PRE-CLOSING AGREEMENTS

SECTION 5.1. Due Diligence. The Shareholders and the Company shall grant to Millennium, and its employees, counsel, accountants and other representatives, full and complete access to the Company, its facilities, management, employees and records and its outside accountants and counsel for purposes of a due diligence investigation in connection with the transactions contemplated hereby. Millennium agrees to exercise its reasonable best efforts in conducting such due diligence in a manner that will not significantly interfere with or disrupt the normal operations of the Company or arouse suspicions of the Company's employees, customers or suppliers that the capital stock of the Company is for sale. The Company will provide Millennium and its representatives full access to all relevant financial information, personnel, service and contractual information. The cost of any such due diligence shall be borne by Millennium.

SECTION 5.2. Operation of Business. The Company shall continue to operate the Business in the ordinary course in such manner that each and every warranty and representation of the Company and the Shareholders made herein (including as to each

and every Schedule hereto) as of the date hereof will be true, complete and accurate in all material respects as of the date of the Closing hereunder, without substantial change, and will maintain or cause to be maintained all existing insurance coverage on the properties and assets of the Company until the Closing. Until the Effective Time, all risk of loss, damage, or destruction to the assets and properties of the Company shall be upon the Company and Shareholders, and in the event of any material loss, damage, or destruction to the assets and properties of the Company, Millennium shall be entitled to terminate this Agreement within thirty (30) days of learning of the same. Prior to Closing, the Company shall not increase any current compensation levels of employees or pay any bonuses or other direct or indirect compensation without the prior written consent of Millennium. The Shareholders agree to provide to Millennium monthly financial statements for the periods following August 31, 2007, as they become available. The Company and the Shareholders will use their respective best efforts to preserve the management team and work force of the Company and to preserve employee morale generally. The Company shall not knowingly and intentionally take any material action that it believes is out of the ordinary course of business without the prior written consent of Millennium.

SECTION 5.3. Best Efforts. The parties hereto agree to use their best efforts to cause all conditions to Closing to be satisfied and to cause the transactions contemplated hereby to be consummated.

SECTION 5.4. Confidentiality. Millennium, the Company and Shareholders agree that they, and their respective officers, directors and other representatives, will hold in strict confidence the negotiations relating to the transactions contemplated by this Agreement, and all information exchanged pursuant thereto. If, for any reason, Closing does not occur, all information exchanged by Millennium, the Company and Shareholders shall promptly be returned to the other party. In addition, each Shareholder and the Company will refrain from, and the Company will cause its officers, directors, representatives, agents and employees to refrain from, directly or indirectly, encouraging, soliciting, initiating or participating in discussions or negotiations with or providing any non-public information to any person other than Millennium concerning the sale or purchase of the Business (except in the ordinary course of its business), any merger or consolidation involving the Company or any other transaction in which the Company's Business or the Shareholder's Stock would be acquired by a person other than Millennium.

SECTION 5.5. Public Announcements. None of Millennium, the Company or any Shareholder shall issue any press release or otherwise make any public statement with respect to this Agreement or the transactions contemplated hereby unless such press release or public statement is satisfactory to the other party to this Agreement, and Millennium and the Shareholders (including on behalf of the Company) shall consult with each other as to the form and substance of any public disclosure related thereto; provided,

however, that nothing contained herein shall prohibit any party from making any disclosure which is required by law.

## ARTICLE 6

### POST-CLOSING AGREEMENTS

#### SECTION 6.1. Indemnification by the Shareholders and Millennium.

6.1.1. Without limitation as to the other rights of Millennium, up to the amount set forth in Section 6.1.6.3 hereof, the Shareholders shall, jointly and severally, indemnify, save and keep Millennium, its successors and assigns and its stockholders, directors, officers, affiliates, representatives and employees and the estates, personal representatives and heirs of such persons, forever harmless against and from all liability, demands, claims, actions or causes of action, assessments, losses, penalties costs, damages or expenses, including, without limitation, reasonable attorneys' and expert witness fees (collectively, the "Losses") sustained or incurred by any of the foregoing persons as a result of or arising out of or by virtue of (i) any breach by any Shareholder or the Company of any representations, warranties or covenants made by any Shareholder or the Company herein or in any certificate, exhibit or Schedule delivered to Millennium in connection herewith, any reduction in Merger Consideration required by Section 1.6.3 or (ii) any misrepresentation contained in any certificate, exhibit or Schedule or other document or instrument delivered by any Shareholder or the Company in accordance with any provision of this Agreement. Each Shareholder acknowledges and agrees that the obligation to indemnify and hold harmless pursuant to this Section 6.1.1 is an obligation solely of the Shareholders and that, from and after the Closing, the Shareholders shall have no right of contribution from the Company or the Surviving Corporation, its successors, or any assigns of any of them in respect of the obligations of the Shareholders under this Section 6.1.1 and that the right to recover from the Shareholders shall not require Millennium to seek any recovery from the Company or the Surviving Corporation in respect of any Losses.

6.1.2. Without limitation as to the other rights of the Shareholders, Millennium shall indemnify, save and keep each Shareholder, his or her successor and assigns and the estates, personal representatives and heirs of such persons forever harmless against and from all liability, demands, claims, actions, or causes of actions, assessments, losses, penalties, costs, damages or expenses including reasonable attorneys and expert witness fees (collectively the "Losses") sustained or incurred by any of the foregoing persons as a result of or arising out of or by virtue of (i) any breach by Millennium of any representations, warranties or covenants made by Millennium or ME Sub to the Shareholders herein or in any certificate, exhibit or Schedule delivered by Millennium or ME Sub to the Shareholders, if any, in connection herewith, or (ii) any misrepresentation contained in any certificate, exhibit or Schedule or other document or

instrument delivered by Millennium to Shareholder in accordance with any provision of this Agreement.

6.1.3. A party required under this Section 6.1 to furnish indemnity (the "Indemnifying Party") shall satisfy its obligation of indemnification under this Section 6.1 within forty-five (45) days after written notice thereof from any party entitled to such indemnity hereunder (the "Indemnified Party") to the Indemnifying Party; provided, however, that a party shall not be deemed in breach hereof for so long as it contests in good faith its liability for indemnification hereunder.

6.1.4. As soon as practicable after obtaining knowledge thereof, any Indemnified Party shall notify the Indemnifying Party of any claim or demand which the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. A failure to give such notice shall not negate a right to indemnification hereunder; provided, however, that the Indemnified Party shall bear any amount of Loss resulting directly from a failure to give a timely notice. If such claim or demand relates to a claim or demand asserted by a third party against the Indemnified Party, the Indemnifying Party shall have the right to employ such counsel as is reasonably acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any said claim or demand at its own cost and expense, provided that unless the Indemnified Party bears a greater risk of loss than the Indemnifying Party, the Indemnifying Party shall control the defense of said claim or demand. So long as the Indemnifying Party is defending in good faith any such claim or demand, (i) the Indemnified Party shall not settle such claim or demand without the prior written consent of the Indemnifying Party, and (ii) any settlement of such claim or demand made without such consent of the Indemnifying Party shall not be subject to indemnity under this Section 6.1.

6.1.5. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required for use in contesting any claim or demand asserted by a third party against any Indemnified Party. Whether or not the Indemnifying Party so elects to defend any such claim or demand, the Indemnified Party shall not have any obligation to do so and the Indemnified Party shall not waive any rights it may have against the Indemnifying Party under this Section 6.1 with respect to any such claim or demand by electing or failing to elect to defend any such claim, provided that the Indemnified Party against which a claim or demand is asserted in the first instance shall file in a timely manner any answer or pleading with respect to a suit or proceeding in such action as is necessary to avoid default or other adverse results.

6.1.6. The obligations of Section 6.1.1 above shall be subject to and limited by the following:

6.1.6.1. On the Closing Date, the Shareholders shall deliver into an escrow account 34.5 shares of the Merger Consideration (the "Escrow Assets") to be held and subsequently disbursed in accordance with the terms of an Indemnity Escrow Agreement in the form of Exhibit 6.1.6.1 hereto. The right of the Shareholders to receive any Escrow Assets held in such escrow account shall be conditioned upon such Escrow Assets not being otherwise distributed in accordance with the Indemnity Escrow Agreement to indemnify or reimburse Millennium for any Losses in accordance with this Section 6.1.

6.1.6.2. The parties hereto agree that, in the case of any tax period that begins before and ends after the Closing Date, the tax for the pre-closing portion of such period shall be determined by allocating items of income, deductions, credits and allowances between the pre-closing and post-closing portion and by calculating the tax for such pre-closing portion as if such portion were a separate taxable year.

6.1.6.3. Notwithstanding any provision herein to the contrary, Millennium shall not be entitled to indemnification for any amounts in excess of the lesser of (a) the ESOP Value Per Share at the time of a claim multiplied by the number of shares issued hereunder, or (b) ONE MILLION NINETY TWO THOUSAND FOURTEEN DOLLARS and SEVENTY CENTS (\$1,092,014.70). For purposes of this Section 6.1.6.3, "ESOP Value Per Share" shall mean the value of one (1) share of Millennium Common Stock held by the Millennium Employee Stock Ownership Plan (the "ESOP") as determined by the most recent valuation of such stock conducted by the Trustee of such plan.

6.1.6.4. The remedies set forth in Section 6.1.1 shall be the sole and exclusive remedy against the Company and the Shareholder under this Agreement.

6.1.6.5. All representations and warranties in this Agreement will survive the Closing until the first anniversary of the Closing Date except that the representations and warranties in Sections 2.6 and 2.15 will survive until all applicable statutes of limitation with respect to the matters set forth in such representations and warranties have elapsed, and except that all representations and warranties in Sections 2.1.2 and 2.2 will survive indefinitely.

6.1.7. Coincidence of Parties. After the Closing Date, losses, damages and expenses incurred or sustained by the Company by reason of any act or omission of the Shareholder indemnified against in Section 6.1.1 hereof shall be deemed, for the purposes of this Article 6, to have been incurred or sustained by Millennium or the Company. Additionally, the obligations of Millennium set forth in Section 6.1.2 hereof shall, where appropriate, be deemed to be the obligation of the Company after the Closing Date; and references to Millennium in Section 6.1.2 hereof shall, where appropriate, be deemed to include the Company.

SECTION 6.2. Further Assurances. The Shareholders shall, at any time and from time to time on and after the Closing Date, upon request by Millennium and without further consideration, take such actions or cause others to do so, and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all transfers, conveyances, powers of attorney and assurances, as may be reasonably required or desirable for the better conveying, transferring, assigning, delivering, assuring and confirming to Millennium, or its respective successors and assigns, or for aiding and assisting in collecting or reducing to possession, any or all of the Shareholders' obligations under this Agreement.

SECTION 6.3. Transfer. Each certificate representing the Millennium Common Stock and any other securities issued in respect of the Millennium Common Stock upon any stock split, stock dividend, recapitalization, merger, or similar event, shall be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable State securities or other laws):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE (FEDERAL) SECURITIES ACT OF 1933 OR THE APPLICABLE SECURITIES ACT OF ANY STATE BUT HAVE BEEN ISSUED IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION CONTAINED IN SAID ACTS. NO SALE, OFFER TO SELL OR OTHER TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE MADE UNLESS A REGISTRATION STATEMENT UNDER SAID ACTS IS IN EFFECT WITH RESPECT TO THE SECURITIES, OR AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF SUCH ACTS IS THEN APPLICABLE.

6.4. Benefits. The Parties agree that the Company's employees' date of service for purposes of determining vacation, retirement benefits vesting, and participation in the ESOP will be effective date under the Company's plans. Notwithstanding the terms of this Section 6.4., the eligibility of such employees to participate in Millennium's employment or retirement benefits plans shall be determined based solely on the terms and conditions of Millennium's employee or retirement benefit plans.

## ARTICLE 7

### TERMINATION

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to consummation of the transactions contemplated hereby:

7.1. By the mutual consent of Millennium and the Shareholders owning a majority of the Company Common Stock.

7.2. By Millennium in its sole discretion within ten (10) business days following its receipt of the Statements referred to in Section 2.16.

7.3. By Millennium if all of the conditions to Closing described in Section 4.1 have not been satisfied by November 1, 2007, as such date may be extended hereunder.

7.4. By Millennium if the transactions shall not have been consummated by November 1, 2007, or such later date as may be agreed upon by the parties.

7.5. By Millennium (if Millennium is not then in breach of any term of this Agreement) if any Shareholder (i) has failed to perform or observe any covenant, agreement or condition contained in this Agreement required to be performed or observed on or prior to the Closing Date; or (ii) breached any of its representations or warranties contained in this Agreement, which failure or breach shall not have been cured within ten (10) days after Millennium has notified such Shareholder of its intent to terminate this Agreement pursuant to this Section 7.5.

7.6. By the Shareholders if Millennium has materially breached any representation or warranty herein or failed to perform any material obligation or condition hereof and such breach or failure has not been cured within ten (10) days after the Shareholders have notified Millennium of their intent to terminate this Agreement pursuant to this Section 7.6.

Any termination pursuant to this Article 7 shall be without liability on the part of any party, except as provided in this Article 7.

## ARTICLE 8

### MISCELLANEOUS

SECTION 8.1. Survival. Subject to the time limitations for the assertion of indemnification claims set forth in this Agreement, the representations and warranties of the Shareholders and Millennium shall survive Closing, notwithstanding any investigation on the part of the Shareholders or Millennium, as the case may be.

SECTION 8.2. Expenses. Except as otherwise provided in Article 7 hereof, each party will pay all of its Expenses in connection with the negotiation of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated by this Agreement; provided, however, that the Expenses of Shareholders and Company Counsel shall be paid by the Company prior to Closing or by the Shareholders and provided further that such purposes shall not relieve the Company and the Shareholders to satisfy the requirements of Section 1.6.3 herein. For purposes of this Section 8.2, "Expenses" shall include all out-of-pocket expenses and fees (including, without limitation, fees and expenses payable to investment banking firms, counsel, accountants, experts and consultants) incurred in connection with this Agreement and the transactions contemplated by this Agreement.

SECTION 8.3. Amendments and Waivers. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Agreement. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

SECTION 8.4. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given (i) upon delivery if delivered by hand; (ii) four (4) days subsequent to mailing if mailed by express, certified or registered mail, with postage prepaid, in the continental United States; (iii) two (2) days subsequent to pick-up by such courier if sent by a nationally or internationally recognized overnight courier service that regularly maintains records of items picked up and delivered; or (iv) when transmitted if sent by telecopier, as follows:

If to Millennium:

Millennium Engineering and Integration Company  
2231 Crystal Drive  
Suite 711  
Arlington, Virginia 22202  
Attn: Kerry Wisnoosky, President  
FAX No.: 703-413-7751

with a copy to:

William M. Davidow, Jr., Esquire  
Whiteford, Taylor & Preston L.L.P.  
7 St. Paul Street  
Baltimore, Maryland 21202  
FAX No.: (410) 223-4367



If to the Shareholders or, prior to the Closing, to the Company:

Infoware Systems, Inc.  
600 Jackson Court  
Satellite Beach, Florida 32937  
Attn: T. Trase Travers, Chief Executive Officer  
FAX No.: (321) 773-4644

with a copy to:

David M. Presnick, Esquire  
96 Willard Street  
Cocoa, Florida 32937  
FAX No.: (321) 639-3911

or such other address as shall be furnished in writing by any of the parties, and any such notice or communication shall be deemed to have been given two (2) business days after the date so mailed.

**SECTION 8.5. Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement, and the rights, interests and obligations hereunder, may not be assigned by either party without the prior written consent of the other party hereto. Notwithstanding the foregoing, Millennium may assign its rights and obligations hereunder to any of Millennium's wholly-owned subsidiaries with the effect that the Merger contemplated hereby may be made by such subsidiary.

**SECTION 8.6. Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement unless the consummation of the transaction contemplated hereby is adversely affected thereby.

**SECTION 8.7. Complete Agreement.** This document and the documents referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

**SECTION 8.8. No Third-Party Beneficiaries.** This Agreement shall be for the benefit only of the parties hereto, and their respective successors and assigns.

SECTION 8.9. Singular and Plural; Gender. The singular shall include the plural and vice-versa, and the use of one gender shall be deemed to include all other genders whenever appropriate.

SECTION 8.10. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement will be governed by the laws of the State of Maryland without reference to any conflict of laws rules.

SECTION 8.11. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SECTION 8.12. Schedules. The Schedules hereto are an integral part of this Agreement. Information described in any Schedule of this Agreement shall be deemed disclosed in all Schedules of this Agreement and the term "Agreement" shall include all Schedules, exhibits and other deliveries attached or made pursuant hereto. Except as otherwise specifically provided for herein, any Schedules which have not been prepared and attached to this Agreement on the date of execution hereof shall be prepared and delivered by Shareholder to Millennium within ten (10) days from the date of execution of this Agreement.

SECTION 8.13. Headings. The headings and captions set forth herein are for convenience of reference only and shall not affect the construction or interpretation hereof.

SECTION 8.14. Further Documents. Each Shareholder shall, whenever and as often as requested to do so by Millennium, but without expense to such Shareholder, execute, acknowledge, and deliver all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and any and all other further instruments and documents as may be necessary, expedient, or proper in the reasonable opinion of Millennium or its counsel in order to complete the transactions contemplated herein.

SECTION 8.15. Arbitration. Any and all disputes, controversies or claims that lead up to the execution of this Agreement or that arise out of or relate to this Agreement or the breach of it, and including any claims regarding the validity, scope and enforceability of this arbitration clause, shall, if not promptly settled by the parties, be solely and finally resolved by arbitration. The arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association (the "AAA") in effect at the time and shall be conducted before a single arbitrator. The parties to the arbitration shall attempt to agree, by mutual consent, to the appointment of the arbitrator. In the absence of agreement among the parties, any party to the arbitration

may apply to AAA for a list of arbitrators from which list the arbitrator shall be selected in accordance with the commercial arbitration rules of AAA.

Any such action or proceeding brought by Millennium arising out of or relating to this Agreement shall be brought in Baltimore City, Maryland and in no other location. Any such action or proceeding brought by any Shareholder arising out of or relating to this Agreement shall be brought in Baltimore City, Maryland and in no other location. All cross complaints shall be filed with the same arbitration panel and in the same location in which the original complaint was filed. The parties hereby waive the right to object to such location on the basis of venue or forum nonconveniens. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction in Maryland and each party hereto consents to the jurisdiction of such courts and waives all claims of improper venue. The arbitrator shall determine all claims in accordance with the internal law of the State of Maryland. The internal procedural and substantive laws of Maryland and the United States Federal Arbitration Act shall govern all questions of arbitral procedure, arbitral review, scope of arbitral authority, and arbitral enforcement. The parties further agree that the arbitration proceeding shall constitute an absolute bar to the institution of any court proceeding, and that the decision and award of the arbitrator shall be final and binding.

The cost of the arbitration proceeding shall be shared equally by the parties except that each party shall be responsible for its own attorneys fee, if any.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year first above written, intending to be legally bound hereby.

WITNESS:

INFOWARE SYSTEMS, INC.

By: \_\_\_\_\_ (SEAL)  
T. Trase Travers., President

- Company -

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
T. Trase Travers, Individually

WITNESS:

\_\_\_\_\_

THE BARBARA J.H. LINTON TRUST  
DATED JANUARY 8, 1999

\_\_\_\_\_  
Barbara J.H. Linton, Co-Trustee

\_\_\_\_\_

\_\_\_\_\_  
Donald Linton, Co-Trustee

WITNESS:

\_\_\_\_\_

THE DONALD F. LINTON TRUST  
DATED JANUARY 8, 1999

\_\_\_\_\_  
Barbara J.H. Linton, Co-Trustee

\_\_\_\_\_

\_\_\_\_\_  
Donald Linton, Co-Trustee

- Shareholders-

WITNESS:

\_\_\_\_\_

MILLENNIUM ENGINEERING AND  
INTEGRATION CO.

By: \_\_\_\_\_ (SEAL)  
Kerry Wisnosky, President

- Millennium -

WITNESS:

ME MERGER SUB, INC.

By: \_\_\_\_\_ (SEAL)  
Kerry Wisnosky, President

- ME Sub -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year first above written, intending to be legally bound hereby.

WITNESS:

Susan D. Hall

INPOWARE SYSTEMS, INC.

By: [Signature] (SEAL)  
T. Trass Travers, President

- Company -

WITNESS:

Susan D. Hall

[Signature]  
T. Trass Travers, Individually

WITNESS:

Susan D. Hall

Susan D. Hall

THE BARBARA J.H. LINTON TRUST  
DATED JANUARY 8, 1999

[Signature]  
Barbara J.H. Linton, Co-Trustee

[Signature]  
Donald Linton, Co-Trustee

WITNESS:

Susan D. Hall

Susan D. Hall

THE DONALD F. LINTON TRUST  
DATED JANUARY 8, 1999

[Signature]  
Barbara J.H. Linton, Co-Trustee

[Signature]  
Donald Linton, Co-Trustee

- Shareholders -

WITNESS:

Susan D. Hall

MILLENNIUM ENGINEERING AND  
INTEGRATION CO.

By: [Signature] (SEAL)  
Kerry Wisnosky, President

- Millennium -

WITNESS:

Susan D. Hall

ME MERGER SUB, INC.

By: [Signature] (SEAL)  
Kerry Wisnosky, President

- ME Sub -

ANNEX A

ALLOCATION OF MERGER CONSIDERATION

	<u>Merger Consideration</u>	<u>Consideration to be Deposited Under Indemnity Escrow Agreement</u>
T. Trase Travers	172.5 shares of Millennium Common Stock	17.25 shares of Millennium Common Stock
Barbara J. H. Linton Trust dated January 8, 1999	86.25 shares of Millennium Common Stock	8.625 shares of Millennium Common Stock
Donald F. Linton Trust dated January 8, 1999	86.25 shares of Millennium Common Stock	8.625 shares of Millennium Common Stock
<b>TOTALS</b>	<b>345 shares of Millennium Common Stock</b>	<b>34.5 shares of Millennium Common Stock</b>

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