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MERGER OR SHARE EXCHANGE

Any exhibits not included are assumed to be a part of the Agreement.

SI GOVERNMENT SOLUTIONS, INC.

Certificate of Status	0
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merger SP 4/18.

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with sections 607.1101 and 607.1105 of the Florida Business Corporations Act (the "Act").

ARTICLE 1
MERGING ENTITY

The name, address of its principal office, jurisdiction, and entity type for the merging party are as follows:

Name and Street Address	Jurisdiction	Entity Type
Raytheon SI Government Solutions, Inc. (the "Merging Entity") 870 Winter Street, Waltham, MA 02451	Florida	Corporation

Florida Document/Registration Number: P08000031804 FEI Number: 262385392

ARTICLE 2
SURVIVING ENTITY

The name, address of its principal office, jurisdiction and entity type of the surviving party are as follows:

Name and Street Address	Jurisdiction	Entity Type
SI Government Solutions, Inc. (the "Surviving Entity") 378 North Babcock Street, Melbourne, FL 32935	Florida	Corporation

Florida Document/Registration Number: P04000169500 FEI Number: 202028570

ARTICLE 3
ADOPTION OF MERGER BY MERGING ENTITY

The attached Agreement and Plan of Merger meets the requirements of Section 607.1101 of the Act and was approved by the Shareholders of the Merging Entity on April 16, 2008.

ARTICLE 4
ADOPTION OF MERGER BY SURVIVING ENTITY

The attached Agreement and Plan of Merger meets the requirements of Section 607.1101 of the Act and was approved by the Shareholders of the Surviving Entity on April 16, 2008.

ARTICLE 5
AGREEMENT AND PLAN OF MERGER

The attached Agreement and Plan of Merger is permitted under the Act.

ARTICLE 6
MERGER EFFECTIVE DATE

The merger shall become effective as of the date the Articles of Merger are filed with Florida Department of State.

{Signatures appear on the next page.}

Dated as of this 17th day of April, 2008

RAYTHEON SI GOVERNMENT SOLUTIONS, INC.

By: Brooke Bartleson
Name: Brooke Bartleson
Title: Assistant Secretary

SI GOVERNMENT SOLUTIONS, INC.

By: _____
Name: Gordon Burns
Title: Chief Executive Officer

Dated as of this 17th day of April, 2008

RAYTHEON SI GOVERNMENT SOLUTIONS, INC.

By: _____
Name: Brooke Bartleson
Title: Assistant Secretary

SI GOVERNMENT SOLUTIONS, INC.

By: _____
Name: Gordon Burns
Title: Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

RAYTHEON COMPANY ("PARENT"),

RAYTHEON SI GOVERNMENT SOLUTIONS, INC. ("SUB"),

SI GOVERNMENT SOLUTIONS, INC. ("CORPORATION"),

GORDON BURNS (IN HIS CAPACITY AS THE STOCKHOLDERS' AGENT, "STOCKHOLDERS' AGENT"),

GORDON BURNS (IN HIS INDIVIDUAL CAPACITY, "BURNS"),

TERRY GILLETTE ("GILLETTE"),

AND

HELAYNE RAY ("RAY")

MARCH 27, 2008

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into as of March 27, 2008, by and among Raytheon Company, a Delaware corporation ("**Parent**"), Raytheon SI Government Solutions, Inc., a Florida corporation ("**Sub**"), SI Government Solutions, Inc., a Florida corporation (the "**Corporation**"), Gordon Burns, in his capacity as Stockholders' Agent (as hereinafter defined), Gordon Burns, an individual residing in the State of Connecticut (in his individual capacity, "**Burns**"), Terry Gillette, an individual residing in the State of Florida ("**Gillette**"), and Helayne Ray, an individual residing in the State of Florida ("**Ray**," and together with Burns and Gillette, the "**Majority Stockholders**"). Certain capitalized terms used in this Agreement are defined elsewhere in this Agreement.

RECITALS

A. The respective boards of directors of the Corporation, Sub and Parent are of the opinion that the transactions described herein are in the best interests of the parties to this Agreement and their respective stockholders. This Agreement provides for the acquisition of the Corporation by Parent pursuant to the merger of Sub with and into the Corporation with the Corporation as the surviving corporation. At the effective time of such merger, the outstanding shares of Capital Stock of the Corporation shall be converted into the right to receive the consideration provided herein. As a result, the Corporation shall continue to conduct its business and operations as a wholly owned subsidiary of Parent. The transactions described in this Agreement are subject to the approvals of the Stockholders, and the satisfaction of certain other conditions described in this Agreement.

B. As a condition and inducement to Parent's willingness to enter into this Agreement, the Majority Stockholders have made certain covenants and obligations set forth in this Agreement, pursuant to which they have agreed, among other things, subject to the terms of this Agreement, to vote the shares of the Corporation over which such Persons have voting power to approve this Agreement.

C. The parties desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby and to prescribe various conditions to the transactions contemplated hereby.

D. A portion of the Base Consideration payable to the Stockholders shall be held by the Escrow Agent as security for certain representations, warranties and covenants as set forth in this Agreement, and in connection with certain dissenters' rights as set forth in this Agreement.

E. The Majority Stockholders shall agree to indemnify Parent in certain circumstances as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.01 Certain Definitions.

Each of the following terms shall have the meaning given such terms as set forth in the section of this Agreement set forth below opposite such term:

Defined Term	Section
Acquisition	6.11
Act	3.14
Articles of Merger	2.03
Agreement	Preamble
Basket	7.04(a)
Burns	Preamble
Burns Indemnification	7.02
Certificates	2.06(a)
Class A Preferred Shares	3.05
Closing	2.02
Closing Date	2.02
Closing Payments	2.05(b)
Closing Working Capital Adjustment Statement	2.07(b)(i)
Common Stock	3.05
Competing Transaction	6.14(d)
Corporation	Preamble; 3.20(d)
Corporation Policies	3.21
Corporation Returns	6.03(a)
Customer Meetings	6.04(c)
DCAA	5.03(o)
Dissenting Shares	2.05(e)
Dissenting Shares Escrow Fund	2.08(a)
Dissenting Stockholder	2.05(e)

Defined Term	Section
Effective Time	2.03
Election Date	6.13(a)
Employee Plans	3.22(a)
Environmental Laws	3.20(d)
Environmental Permits	3.20(d)
ERISA	3.22(a)
ERISA Affiliate	3.22(a)
Escrow Fund	2.08(a)
Estimated Working Capital	2.07(a)(i)
Estimated Working Capital Adjustment	2.07(a)(ii)
Estimated Working Capital Adjustment Statement	2.07(a)(i)
FAR	3.16(b)
FCPA	3.16(k)
Final Working Capital	2.07(b)(i)
Final Working Capital Adjustment	2.07(b)(iv)
Final Working Capital Adjustment Statement	2.07(b)(iii)
Financial Statements	3.08(a)
Gillette	Preamble
Government Contract Agreement	6.12(a)
Grantees	6.14(e)
Hazardous Materials	3.20(d)
I Squared Distribution Payment Release	5.03(m)(xiii)
Indemnification Notice	7.05(a)
Indemnification Objection Notice	7.05(b)
Indemnifying Parties	7.05(a)
Indemnitees	7.02
Information Statement	6.02(b)
Laws	3.04

Defined Term	Section
Leased Real Property	3.19(b)
Lien	3.04
Majority Stockholders	Preamble
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Maximum Indemnification Amount	7.04(a)
Merger	2.01
Multi-employer plan	3.22(c)
Mutual Non-Disclosure Agreement	6.01
Option Acknowledgment and Release	6.13(a)
Option Plans	6.13(a)
Options	6.13(a)
Outstanding Options	3.05
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Parent MAE	4.01
Parent Returns	6.03(a)
Paying Agent	2.06(b)
Permits	3.15
Permitted Indemnification Claim	7.05(b)
Permitted Liens	3.07(a)
Post-Closing Benefit Plans	6.10
Preferred Stock	3.05
Promissory Note Consent	6.13(b)
Promissory Notes	6.13(b)
Proposed Transaction	6.14(d)
PTO	6.10
Purchaser Indemnitees	7.01
Ray	Preamble
Real Property Leases	3.19(b)

Defined Term	Section
Related Parties	3.10
Related Party Agreements	3.10
Resolution Period	2.07(b)(ii)
Seller Indemnitees	7.02
Separate Counsel	7.05(c)
Short Period Returns	6.03(a)
Stockholder Schedule	3.05
Stockholders' Agent	Preamble
Stockholders' Agent Escrow Fund	2.08(c)
Straddle Period	6.03(c)
Sub	Preamble
Successor Agent	2.06(b)
Surviving Corporation	2.01
Takeover Laws	3.35
Target Net Working Capital Amount	2.07(a)(ii)
Third Party Software	3.17(j)
Transaction Documents	3.02
Transactions	3.02
Voting Agreements	Recitals
Working Capital Dispute Notice	2.07(b)(ii)

1.02 Additional Definitions.

The following terms, when used in this Agreement, shall have the meanings set forth below:

"Action" means any litigation, investigation or proceeding (whether administrative, arbital, mediation or otherwise) and audits of any nature.

"Affiliate" of a Person means: (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person; (ii) any officer, director, partner, employer, or direct or indirect beneficial owner of any 10% or greater equity or voting interest of such Person; or (iii) any other Person for which a Person described in clause (ii) acts in any such capacity.

"Aggregate Option Exercise Price" means the aggregate amount of the exercise price consideration received by the Corporation, either in cash or by the issuance of Option Promissory Notes, for any Options that are exercised between the date of this Agreement and the Election Date, plus the aggregate amount of accrued interest outstanding on the Option Promissory Notes as of the Effective Time.

"Aggregate Promissory Note Amount Outstanding" means the aggregate amount outstanding (including principal and accrued interest) on the Promissory Notes as of the Effective Time.

"Annual Financial Statements" means the audited balance sheets of the Corporation, at December 31, 2007, 2006, and 2005, and the related statements of income and cash flows for the years ended December 31, 2007, 2006, and 2005, in each case, together with the notes thereto and the audit report thereon of Hoyman Dobson, each as delivered to Parent prior to execution of this Agreement.

"Asset Purchase Agreement" means that certain asset purchase agreement, dated as of even date herewith, between I Squared and Parent, which is attached hereto as **Exhibit H**.

"Base Consideration" means an amount equal to $27,000,000.

"Broker's Fee" means an amount equal to $1,605,000 payable to BB&T Capital Markets by the Corporation.

"Capital Stock" means the outstanding shares of Common Stock and Class A Preferred Shares.

"CAS" means the Cost Accounting Standards of the United States government, 48 C.F.R. Chapter 99.

"Claim" means any and all claims, including by means of action or otherwise, demands, causes of action, suits, injunctions, judgments, decrees and settlements.

"Class A Preferred Dividend" means the aggregate amount of the Class A Preferred Dividend (as defined in the Corporation's articles of incorporation, as amended).

"Code" means the Internal Revenue Code of 1986, as amended.

"Consent" means any consent, approval, authorization or similar affirmation by any Person under any Contract, Law or Permit.

"Consulting Agreement" means collectively, each of the following agreements: (a) that certain Consulting Agreement, dated as of January 1, 2005, by and between the Corporation and Burns, as amended by that certain Addendum, dated as of January 6, 2006, by and between the Corporation and Burns, and (b) that certain CFO Consulting Agreement, dated as of January 1, 2006, by and between the Corporation and Burns.

"Contract" means any contract (including subcontracts), agreement, lease or other obligation, written or oral (including any amendments and other modifications thereto), express or implied, into which the Corporation has entered.

"Corporation 401(k) Plan" means the SI Government Solutions, Inc. 401(k) Plan effective January 1, 2005, as amended from time to time.

"Corporation Bonus Plans" means the 2005 Employee Performance Bonus Plan, 2006 Employee Performance Bonus Plan, 2007 Employee Performance Bonus Plan, and 2007 Special Projects Bonus Plan.

"**Corporation's Knowledge**" means the actual knowledge of Burns, Gillette, and Ray, or such knowledge as each of the foregoing would have after due inquiry.

"**Corporation Letter**" means and refers to the letter from the Corporation to each of Parent and Sub dated the date hereof and identifying exceptions to the warranties and representations set forth in, and other disclosure matters required by, Article III, which has been prepared by the Corporation. Any disclosure made in any Section of the Corporation Letter is deemed to be given only with respect to the corresponding Section of this Agreement and any other Section expressly cross-referenced therein.

"**Damage**" means any assessment, loss, damage, liability, debt, diminution in value, charge (including any judgment and decree which gives rise to any of the foregoing), cost and expense, including interest, penalties, court costs, attorneys' fees and expenses.

"**Debt**" means any amount owed (including, without limitation, unpaid interest and fees thereon) in respect of (i) borrowed money and (ii) capitalized lease obligations, as determined under GAAP; provided, that Debt shall not be deemed to include any accounts payable incurred in the ordinary course of business or any undrawn letters of credit.

"**Dissenting Shares Escrow Amount**" means the product of (i) the Potential Dissenting Shares Number and (ii) 120% of the Per Share Closing Consideration (computed before deduction of the Escrow Amount).

"**Distribution Payment**" means the amount required to be paid by the Corporation to I Squared, Inc., pursuant to the Contribution Agreement, dated as of January 10, 2005, as a result of the transactions contemplated by this Agreement.

"**Escrow Agent**" means JPMorgan Chase Bank, N.A., a national banking association.

"**Escrow Agreement**" means that certain agreement by and among Parent, the Stockholders' Agent, and the Escrow Agent, to be entered into on the Closing Date, in the form attached hereto as Exhibit B.

"**Escrow Amount**" means the sum of (i) the Indemnity Escrow Amount and (ii) the Dissenting Shares Escrow Amount.

"**FBCA**" means the Florida Business Corporation Act, as amended from time to time.

"**GAAP**" means generally accepted accounting principles in the United States, in effect as of the date of this Agreement.

"**Governing Documents**" means true and complete copies of the Corporation's articles of incorporation and bylaws, as amended from time to time, as currently in full force and effect.

"**Governmental Authority**" means any federal, state, municipal, local, foreign or judicial, administrative, legislative or regulatory agency, department, commission, or tribunal of competent jurisdiction (including any branch, department or official thereof).

"**Government Bid**" means any written, formal offer to sell made by the Corporation prior to the Closing Date which, if accepted, would result in a Government Contract.

"**Government Contract**" means any prime contract, subcontract, teaming agreement or

arrangement, joint venture, basic ordering agreement, pricing agreement, letter contract or other similar arrangement, between the Corporation, on the one hand, and (i) any Governmental Authority, (ii) any prime contractor of a Governmental Authority in its capacity as a prime contractor, or (iii) any subcontractor with respect to any contract of a type described in clauses (i) or (ii) above, on the other hand. A task, purchase or delivery order under a Government Contract will not constitute a separate Government Contract, for purposes of this definition, but will be part of the Government Contract to which it relates.

"**Government Data Rights**" means rights in the Intellectual Property of the Corporation granted to a Governmental Authority under applicable Law, regulation or contract clause which implements such applicable Law or regulation, or to a prime contractor or higher tier subcontractor of a Governmental Authority pursuant to Law, regulation or contract clause which implements such applicable Law or regulation and which is applicable to the prime contract or higher tier subcontract and flowed down to the Corporation in a Government Contract.

"**Guaranty**" means that certain Guaranty, dated as of October 24, 2006, and executed by Burns, in connection with the Real Property Lease for the Leased Real Property located at 378 N. Babcock Street, Melbourne, FL 32935.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations thereunder.

"**Indemnity Escrow Amount**" means an amount in cash equal to $3,500,000 to be deposited with the Escrow Agent at Closing.

"**Independent Accountant**" means such national or regional accounting firm of good reputation as is mutually agreed upon by Parent and the Stockholders' Agent and which shall not be the regular accounting firm of Parent or the Corporation; provided, that in the event that Parent and the Stockholders' Agent are unable to agree on the Independent Accountant, then Parent and the Stockholders' Agent shall each have the right to request the American Arbitration Association to appoint the Independent Accountant.

"**Intellectual Property**" means any and all (a) United States and foreign (i) patents and patent applications (including reissues, divisions, continuations, continuations-in-part, extensions, requests for continued examination, continued prosecution applications and re-examination applications), patent disclosures, inventions and improvements thereto, (ii) trademarks, service marks, certification marks, trade name rights, trade dress, logos, business and product names, slogans, registrations and applications for registration thereof, and (iii) copyrights, registrations thereof and copyright registration applications, (b) proprietary interests, whether registered or unregistered, in inventions, processes, designs, formulae, trade secret rights, know-how, database rights, data in databases, website content, domain names, internet protocol address space, software (including source and object code), industrial models, confidential, technical and business information, manufacturing, engineering and technical drawings, and product specifications, (c) proprietary interests in any similar intangible asset of a technical, scientific or creative nature, including slogans, logos, trade dress and the like, and (d) proprietary interests in or to any documents or other tangible media containing any of the foregoing.

"**Interim Financial Statements**" means the Corporation's consolidated balance sheet as of February 29, 2008, and consolidated statements of income and cash flow for the period beginning on January 1, 2008 and ending on February 29, 2008.

"**IRS**" means the Internal Revenue Service.

"**I Squared**" means I Squared, Inc., a Florida corporation.

"**LIBOR**" means the six-month London Interbank Offered Rate as in effect on the Closing Date as reported in *The Wall Street Journal*.

"**Material Adverse Effect**" means, as to the Corporation, any event, fact, condition, change, circumstance or effect that is materially adverse to the business, assets, liabilities, properties, prospects, results of operations or condition (financial or otherwise) of the Corporation, taken as a whole, or on the ability of the Corporation to consummate the Transactions under this Agreement.

"**Merger Consideration**" means the aggregate Per Share Closing Consideration for all shares of Capital Stock, plus or minus the Final Working Capital Adjustment.

"**Net Loss Contract**" means a Contract (including any option period but only if the option period has been exercised) that has an actual or forecasted "net return on sales" or margin which is less than or equal to zero, with "net return on sales" calculated in accordance with GAAP.

"**Non-Disclosure Agreement**" means the Non-Disclosure Agreement dated August 28, 2007, by and between the Corporation and Parent.

"**Option Promissory Notes**" means any promissory notes which are held by the Corporation and issued by any holder of Options as payment for the exercise price of such Options.

"**Outstanding Capital Stock Number**" shall equal the sum (without duplication) of (i) the aggregate number of shares of Common Stock outstanding immediately prior to the Effective Time (including, for the avoidance of doubt, all shares of Common Stock issued by the Corporation pursuant to exercises of Options that occur between the date of this Agreement and the Election Date), and (ii) the aggregate number of shares of Class A Preferred Shares outstanding immediately prior to the Effective Time.

"**Per Share Closing Consideration**" means the quotient, rounded to the nearest whole cent, obtained by dividing (A) the sum of (i) the Base Consideration, plus (ii) the Aggregate Option Exercise Price, plus (iii) the Aggregate Promissory Note Amount Outstanding, minus (iv) the Escrow Amount, minus (v) the Stockholders' Agent Escrow Amount, minus (vi) the Broker's Fee, and plus or minus, as applicable, (vii) the Estimated Working Capital Adjustment, if any, by (B) the Outstanding Capital Stock Number.

"**Person**" means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, association, trust, Governmental Authority or other entity or organization.

"**Potential Dissenting Shares**" means the shares of Capital Stock immediately prior to the Effective Time that are held by Persons who have delivered timely notice of their exercise of appraisal rights with respect to the Merger in accordance with Sections 607.1321 and 607.1323 of the FBCA.

"**Potential Dissenting Shares Number**" means the number of Potential Dissenting Shares.

"**Potential Dissenting Stockholder**" means a holder of Potential Dissenting Shares.

"**Pre-Closing Tax Period**" means (i) any taxable period ending on or before the close of business on the Closing Date and (ii) in the case of any taxable period that includes, but does not end on, the Closing Date, the portion of such period which ends on, and includes, the close of business on the Closing Date.

"**Pro Rata Portion**" means with respect to each Stockholder, the percentage obtained by dividing (i) the number of shares of Capital Stock owned by such Stockholder immediately prior to the Effective Time by (ii) the Outstanding Capital Stock Number.

"**Recent Balance Sheet**" means the audited balance sheet of the Corporation as of the Recent Balance Sheet Date.

"**Recent Balance Sheet Date**" means December 31, 2007.

"**Requisite Stockholder Approval**" means the approval of the holders of a majority of the shares of Common Stock and Class A Preferred Shares entitled to vote on the matter submitted for stockholder approval, voting together as a single class.

"**Shares**" means (i) all shares of Capital Stock of the Corporation owned, beneficially or of record, by each Majority Stockholder as of the date hereof, and (ii) all additional shares of Capital Stock of the Corporation acquired by such Majority Stockholder, beneficially or of record, during the period commencing with the execution and delivery of this Agreement and expiring on the Closing Date.

"**Software**" means computer programs or data in computerized form, whether in object code, source code or other form.

"**Stockholder**" means a holder of shares of Capital Stock, including, for the avoidance of doubt, any holder of Options that exercises such Options between the date of this Agreement and the Election Date.

"**Stockholders' Agent Escrow Agreement**" means that certain agreement by and between the Stockholders' Agent and the Escrow Agent, to be entered into on the Closing Date.

"**Stockholders' Agent Escrow Amount**" means the cash amount directed by the Corporation in its sole and absolute discretion to be deposited with the Escrow Agent under the Stockholders' Agent Escrow Agreement, which amount the Corporation shall notify Parent of in writing at least five business days prior to the Closing Date.

"**Subsidiary**" means with respect to any Person, any corporation or other entity of which such Person has, directly or indirectly, ownership of securities or other interests having the power to elect a majority of such corporation's board of directors (or similar governing body), or otherwise having the power to direct the business and policies of that corporation or other entity other than securities or interests having such power only upon the happening of a contingency that has not occurred.

"**Tax**" or "**Taxes**" means (i) any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), custom duties, capital stock, franchise, profits, withholding, social security (or similar excises), unemployment, disability, ad valorem, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, by any Governmental Authority responsible for imposition of any such tax (domestic or foreign), (ii) in the case of the Corporation or any of its Subsidiaries, liability for the payment of any amount of the type described in clause (i) as a result of being or having been on or before the Closing Date a member of an affiliated, consolidated, combined or unitary group, or a party to any agreement or arrangement, as a result of which liability of the Corporation or any of its Subsidiaries to a Governmental Authority is determined or taken into account with reference to the liability of any other Person, and (iii) liability of the Corporation or any of its Subsidiaries for the payment of any amount as a result of being party to any Tax Sharing Agreement or

with respect to the payment of any amount of the type described in (i) or (ii) as a result of any existing express or implied obligation (including an indemnification obligation).

"**Tax Return**" means any return, declaration, disclosure, election, schedule, estimate, report, claim for refund, estimates or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Tax Sharing Agreement**" means all existing agreements or arrangements (whether or not written) binding the Corporation or any of its Subsidiaries that provide for the allocation, apportionment, sharing or assignment of any Tax liability or benefit, or the transfer or assignment of income, revenues, receipts or gains for the principal purpose of determining any Person's Tax liability.

"**Terms of Employment**" means an instrument entered into by the Corporation and another Person in the form of the instrument attached hereto as **Exhibit G**.

"**Transfer**" means, with respect to any security, the direct or indirect assignment, sale, transfer, tender, exchange, pledge, hypothecation, or the grant, creation or suffrage of a lien, security interest or encumbrance in or upon, or the gift, placement in trust, or other disposition of such security (including transfers by testamentary or intestate succession or otherwise by operation of law) or any right, title or interest therein (including, but not limited to, any right or power to vote to which the holder thereof may be entitled, whether such right or power is granted by proxy or otherwise), or the record or beneficial ownership thereof, the offer to make such a sale, transfer, or other disposition, and each agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing.

"**Working Capital**" shall mean the current assets of the Corporation less the current liabilities of the Corporation as of the Closing Date, as determined in accordance with GAAP and, to the extent consistent with GAAP, on the basis of the same accounting principles and practices used by the Corporation in preparing the Recent Balance Sheet; provided, that Working Capital shall (i) include and be increased by any cash held by the Corporation, (ii) include and be reduced by any Debt of the Corporation, (iii) include or be increased by any amounts paid by customers of the Corporation as of the Closing Date for which the Corporation has not provided the requisite services as of the Closing Date, and (iv) be decreased by any costs incurred in connection with the preparation and filing of the Short Period Returns by Parent and/or Sub. For the avoidance of doubt, Working Capital shall be neither increased nor decreased to reflect payments made to the Corporation in respect of satisfaction of the Promissory Notes or the Option Promissory Notes or the exercise of Options for cash between the date of this Agreement and the Election Date.

1.03 Rules of Construction.

This Agreement shall be construed in accordance with the following rules of construction:

(a) the terms defined in this Agreement include the plural as well as the singular;

(b) all references in the Agreement to designated "Articles," "Sections" and other subdivisions are to the designated articles, sections and other subdivisions of the body of this Agreement;

(c) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms;

(d) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; and

(e) the words "includes" and "including" are not limiting.

ARTICLE II
TRANSACTIONS AND TERMS OF MERGER

2.01 Merger.

Subject to the terms and conditions of this Agreement, at the Effective Time, Sub shall be merged with and into the Corporation in accordance with the provisions of Section 607.1107 of the FBCA and with the effects provided in Section 607.1106 of the FBCA (the "**Merger**"). The Corporation shall be the surviving corporation (the "**Surviving Corporation**") resulting from the Merger, shall continue to be governed by the Laws of the State of Florida, shall become a wholly owned subsidiary of Parent, and the separate corporate existence of the Corporation with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger.

2.02 Closing.

Subject to the satisfaction or waiver of all of the conditions to the Closing contained in Article V, the closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of GrayRobinson, P.A. at 1800 West Hibiscus Boulevard, Melbourne, FL 32902, as soon as practicable (but not later than five business days) after the satisfaction or waiver of the conditions to the Closing contained in Article V (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions), unless another date or place is agreed to in writing by the parties hereto. The date on which the Closing actually occurs is hereinafter referred to as the "**Closing Date.**"

2.03 Effective Time.

Subject to the terms and conditions of this Agreement, on the Closing Date, the parties will cause articles of merger to be filed with the Department of State of the State of Florida as provided in Section 607.1105 of the FBCA (the "**Articles of Merger**"). The Merger shall take effect when the Articles of Merger become effective (the "**Effective Time**").

2.04 Surviving Corporation Governing Instruments, Directors and Officers.

(a) At the Effective Time, (i) the Articles of Incorporation of the Surviving Corporation shall be amended to change the name of the Corporation to Raytheon SI Government Solutions, Inc. and to read in form and substance substantially the same as **Exhibit A** hereto and (ii) the Bylaws of the Surviving Corporation shall be amended to read in form and substance substantially the same as **Exhibit A** hereto, in each case until thereafter changed or amended as provided therein or applicable Law.

(b) The directors of Sub in office immediately prior to the Effective Time, together with such additional persons as may thereafter be elected, shall serve as the directors of the Surviving Corporation from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation.

(c) The officers of Sub in office immediately prior to the Effective Time, together with such additional persons as may thereafter be elected, shall serve as the officers of the Surviving Corporation from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation.

2.05 Treatment of Capital Stock.

Subject to the provisions of this Article II, at the Effective Time, by virtue of the Merger and without any action on the part of Parent, the Corporation, Sub or the stockholders of any of the foregoing, the shares of the constituent corporations shall be converted as follows:

(a) Each share of capital stock of Parent issued and outstanding immediately prior to the Effective Time shall remain an issued and outstanding share of capital stock of Parent and shall not be affected by the Merger.

(b) Each share of Sub common stock issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be converted into one share of common stock of the Surviving Corporation.

(c) Each share of Common Stock (excluding shares held by Parent, Sub, the Corporation or any of their respective Subsidiaries and any Dissenting Shares) issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be converted into and exchanged for (i) the right to receive an amount in cash, without interest, equal to the Per Share Closing Consideration and (ii) the contingent right to receive payments as provided in Section 2.07, the Escrow Agreement and the Stockholders' Agent Escrow Agreement.

(d) Each share of Class A Preferred Shares (excluding shares held by Parent, Sub, the Corporation or any of their respective Subsidiaries and any Dissenting Shares) issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be converted into and exchanged for (i) the right to receive an amount in cash, without interest, equal to the Per Share Closing Consideration and (ii) the contingent right to receive payments as provided in Section 2.07, the Escrow Agreement and the Stockholders' Agent Escrow Agreement.

(e) Any holder of shares of Capital Stock who perfects, and has not withdrawn or otherwise forfeited at or prior to the Effective Time, such holder's dissenters' rights in accordance with and as contemplated by Section 607.1302 of the FBCA (a "**Dissenting Stockholder**"), shall be entitled to receive only the payment provided by the FBCA with respect to shares of Capital Stock owned by such Dissenting Stockholder (the "**Dissenting Shares**"); provided, that no such payment shall be made to any Dissenting Stockholder unless and until such Dissenting Stockholder has complied with the applicable provisions of the FBCA and surrendered to the Corporation the Certificate or Certificates representing the Dissenting Shares for which payment is being made. In the event that after the Effective Time a Dissenting Stockholder fails to perfect, or effectively withdraws or loses, his right to appraisal and of payment for his Dissenting Shares, Parent shall issue and deliver the consideration to which such holder of shares of Capital Stock is entitled under this Article II (without interest) upon surrender by such holder of the certificate or certificates representing the shares of Capital Stock held by such holder. The Corporation shall give Parent (i) prompt notice of any written demands for appraisal, attempted withdrawals of such demands, and any other instruments served pursuant to applicable Law received by the Corporation relating to stockholders' rights of appraisal, and (ii) the opportunity to direct all negotiations and proceedings with respect to demand for appraisal under the FBCA. The Corporation shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demands for appraisals of Dissenting Shares, offer to settle or settle any such demands or approve any withdrawal of any such demands.

(f) Each of the shares of Capital Stock held by Parent, Sub, the Corporation or any of their respective Shares, in each case other than shares of Capital Stock held on behalf of third parties, shall be cancelled and retired at the Effective Time and no consideration shall be issued in exchange therefor.

2.06 Exchange of Certificates.

(a) At the Effective Time, the stock transfer books of the Corporation shall be closed as to holders of the shares of Capital Stock immediately prior to the Effective Time and no transfer of shares of Capital Stock by any such holder shall thereafter be made or recognized. Until surrendered for exchange in accordance with the provisions of this Section 2.06, each certificate or certificates or book-entry which represented or evidenced shares of Capital Stock immediately prior to the Effective Time (the "**Certificates**"), other than shares to be cancelled pursuant to Section 2.05 (f) or as to Dissenting Shares as to which statutory dissenters' rights have been perfected as provided in Section 2.05(e), shall from and after the Effective Time represent or evidence for all purposes only the right to receive the consideration provided in Section 2.05 in exchange therefor. Any Person who otherwise would be deemed a Dissenting Stockholder shall not be entitled to receive the applicable Merger Consideration with respect to the shares of Capital Stock owned by such Person unless and until such Person shall have failed to perfect or shall have effectively withdrawn or lost such holder's right to dissent from the Merger under the FBCA.

(b) As promptly as practicable after the Effective Time, Parent shall send or cause to be sent by a paying agent appointed by it (the "**Paying Agent**") to each former holder of record of a Certificate appropriate transmittal materials and instructions for use in exchanging such holder's Certificates for the consideration provided in Section 2.05 (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of such Certificates to the Paying Agent). Upon the surrender of a Certificate (or effective affidavit of loss in lieu thereof as provided in Section 2.06(d)) to the Paying Agent in accordance with the terms of such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor a check in the amount (after giving effect to any required Tax withholdings) of the consideration payable in respect of such shares pursuant to Section 2.05 (collectively, the "**Closing Payments**"), and the Certificate so surrendered shall forthwith be cancelled. No interest will be paid or accrued on any amount payable upon due surrender of the Certificates. In the event of a transfer of ownership of shares of Capital Stock that is not registered in the transfer records of the Corporation, a check for any consideration to be paid upon due surrender of the Certificate may be paid to such a transferee if the Certificate formerly representing such shares of Capital Stock is presented to the Paying Agent, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid or are not applicable.

(c) Notwithstanding the foregoing, neither the Paying Agent nor any Party shall be liable to any former holder of shares of Capital Stock for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws.

(d) If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed, receipt of such bond, security or indemnity as Parent and the Paying Agent may require and such other documents necessary to evidence and effect the bona fide exchange thereof, the Paying Agent shall, in exchange for the shares of Capital Stock represented by such lost, stolen or destroyed Certificate, pay the consideration into which the shares of Capital Stock formerly represented by such Certificate shall have been converted.

(e) Each of the Corporation, the Surviving Corporation, and Parent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Stockholder such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code and any provision of applicable Law (including under Section 1445 of the Code, if applicable). To the extent that amounts are so withheld by the Corporation, the Surviving Corporation, or Parent, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as

having been paid to the Stockholder in respect of which such deduction and withholding was made by the Corporation, the Surviving Corporation, or Parent, as the case may be.

2.07 Computation of Working Capital Adjustment.

(a) Not later than five business days prior to the Closing Date, the Corporation will deliver to Parent an estimated balance sheet of the Corporation as of the close of business on the Closing Date and a statement setting forth its best estimate of the Working Capital of the Corporation as of the Closing Date (the "**Estimated Working Capital**") and a statement setting forth a detailed calculation of the Estimated Working Capital Adjustment and the aggregate Per Share Closing Consideration for all shares of Capital Stock as of the Closing Date (taken together, the "**Estimated Working Capital Adjustment Statement**"). The Estimated Working Capital Adjustment Statement will be prepared applying GAAP, as modified by the definition of Working Capital contained herein, and, to the extent consistent with GAAP, on the basis of the same accounting principles and practices used by the Corporation in the preparation of the Recent Balance Sheet. The Estimated Working Capital Adjustment Statement shall reflect payment of all fees and expenses incurred and payable by the Corporation in the Corporation's negotiating, executing and performing this Agreement in accordance with Section 9.03.

(b) In the event that the Estimated Working Capital as reflected on the Estimated Working Capital Adjustment Statement is in excess of $1,000,000 (the "**Target Net Working Capital Amount**"), then the Per Share Closing Consideration shall be increased, on a dollar for dollar basis, by the quotient of (i) the amount of such excess, and (ii) the Outstanding Capital Stock Number. In the event that the Estimated Working Capital as reflected on the Estimated Working Capital Adjustment Statement is less than the Target Net Working Capital Amount, then the Per Share Closing Consideration shall be decreased, on a dollar for dollar basis, by the quotient of (x) the amount of such shortfall, and (y) the Outstanding Capital Stock Number. "**Estimated Working Capital Adjustment**" means the amount of the excess or shortfall as contemplated above which results in an increase or decrease, as the case may be, to the Per Share Closing Consideration in accordance with this Section 2.07(b).

(c) As soon as practicable after the Closing, but in no event later than 90 days after the Closing Date, Parent will prepare (or cause to be prepared) and deliver to the Stockholders' Agent a balance sheet of the Corporation as of the close of business on the Closing Date, a statement setting forth the actual Working Capital of the Corporation as of the Closing Date (the "**Final Working Capital**"), and a statement setting forth a detailed calculation of the Final Working Capital Adjustment and the Merger Consideration (taken together the "**Closing Working Capital Adjustment Statement**"). The Closing Working Capital Adjustment Statement will be prepared applying GAAP, as modified by the definition of Working Capital contained herein, and, to the extent consistent with GAAP, on the basis of the same accounting principles and practices used by the Corporation in the preparation of the Recent Balance Sheet.

(d) The Stockholders' Agent then shall have 30 days from receipt of the Closing Working Capital Adjustment Statement to give Parent written notice of his objection to any item or calculation contained in the Closing Working Capital Adjustment Statement, specifying in reasonable detail all disputed items and the basis therefore (a "**Working Capital Dispute Notice**"). If the Stockholders' Agent concurs with the Closing Working Capital Adjustment Statement or otherwise does not give Parent a Working Capital Dispute Notice within such 30-day period, such Closing Working Capital Adjustment Statement shall be deemed final and conclusive with respect to the determination of the Final Working Capital Adjustment and shall be binding on the parties for all purposes under this Agreement. If, however, the Stockholders' Agent delivers a Working Capital Dispute Notice objecting to any items or calculations contained in the Closing Working Capital Adjustment Statement within such 30-day period, the Parent and the Stockholders' Agent shall meet within 30 days following the date of the Working Capital Dispute Notice (the "**Resolution Period**") and shall attempt in good faith to resolve such objections, and

any written resolution by them as to any disputed amount shall be deemed final and conclusive with respect to the determination of the Final Working Capital Adjustment and shall be binding on the parties for all purposes under this Agreement. Any amounts that were not timely disputed pursuant to a Working Capital Dispute Notice (or if so disputed, subsequently resolved) may not be disputed. In all events the Closing Working Capital Adjustment Statement shall be final and binding, except to the extent of those amounts timely identified in a Working Capital Dispute Notice in accordance with this paragraph.

(e) If Parent and the Stockholders' Agent are unable to resolve the Stockholders' Agent's objections within the Resolution Period, then all amounts and issues remaining in dispute and Parent's responses thereto will be submitted by Parent and the Stockholders' Agent for review by the Independent Accountant. All parties agree to execute, if requested by the Independent Accountant, a reasonable engagement letter with respect to the determination to be made by the Independent Accountant. The Independent Accountant will determine only those issues still in dispute at the end of the Resolution Period and the Independent Accountant's determination will be based upon and consistent with the terms and conditions of this Agreement. The determination by the Independent Accountant will be based solely on the information contained in the presentations with respect to such disputed items by Parent and the Stockholders' Agent to the Independent Accountant and not on the Independent Accountant's independent review. Each of Parent and the Stockholders' Agent will use its reasonable best efforts to provide its presentations and related information as promptly as practicable following submission to the Independent Accountant of the disputed items, and each such party will be entitled, as part of its presentation, to respond to the presentation of the other party and any questions and requests of the Independent Accountant. Discovery shall be limited to documents designated by the Independent Accountant as necessary for it to assess the proper calculation of the Final Working Capital consistent with this Agreement. The Independent Accountant's determination will be made within 30 days after its engagement (which engagement will be made no later than five business days after the end of the Resolution Period), or as soon thereafter as possible, and will be set forth in a written statement delivered to the Stockholders' Agent and Parent. The Closing Working Capital Adjustment Statement as finalized by the Independent Accountant shall be deemed final and conclusive with respect to the Final Working Capital Adjustment and shall be binding on all parties for all purposes under this Agreement. In deciding any matter, the Independent Accountant (A) will be bound by the provisions of Section 2.07(b) and (B) may not assign a value to any item greater than the greatest value for such item claimed by either Parent or the Stockholders' Agent or less than the smallest value for such item claimed by Parent or the Stockholders' Agent. The fees and expenses of the Independent Accountant in resolving all such objections shall be borne by (1) Parent in an amount equal to the proportion of the total disputed amount that the Independent Accountant finds in favor of the Stockholders' Agent and (2) the Stockholders' Agent in an amount equal to the proportion of the total disputed amount that the Independent Accountant finds in favor of Parent. The amount of the fees and expenses of the Independent Accountant to be paid by the Stockholders' Agent will be assessed against the Escrow Fund. Except as provided in the preceding sentence, all other costs and expenses incurred by the parties in connection with resolving any dispute hereunder before the Independent Accountant will be borne by the party incurring such cost and expense. The term **"Final Working Capital Adjustment Statement"** will mean the definitive Closing Working Capital Adjustment Statement agreed to by Stockholders' Agent and Parent in accordance with Section 2.07(d) or resulting from the determination made by the Independent Accountant in accordance with this Section 2.07(e).

(f) In the event that the Final Working Capital as reflected on the Final Working Capital Adjustment Statement is in excess of the Estimated Working Capital then the Per Share Closing Consideration shall be increased by the quotient of (i) the amount of such excess, and (ii) the Outstanding Capital Stock Number. In the event that the Final Working Capital as reflected on the Final Working Capital Adjustment Statement is less than the Estimated Working Capital, then the Per Share Closing Consideration shall be decreased by the quotient of (x) the amount of such shortfall, and (y) the Outstanding Capital Stock Number. If there is any increase in the Per Share Closing Consideration pursuant to this

Section, Parent shall pay to each Stockholder the amount of each Stockholder's Pro Rata Portion of such increase, together with interest thereon from the Closing Date to the date of payment at LIBOR, by check or wire transfer in immediately available funds within seven days after final determination in accordance with Section 2.07(b). If there is any decrease in the Per Share Closing Consideration pursuant to this Section, the Escrow Agent shall pay to Parent the amount of such decrease, together with interest thereon from the Closing Date to the date of payment at LIBOR, out of the Escrow Fund within seven days after final determination in accordance with Section 2.07. "**Final Working Capital Adjustment**" means the amount of the excess or shortfall as contemplated above which results in an increase or decrease, as the case may be, to the Per Share Closing Consideration in accordance with this Section 2.07(f).

(g) Notwithstanding the foregoing provisions of this Section 2.07, no payments shall be made pursuant to Section 2.07(f) unless the absolute value of the Final Working Capital Adjustment Amount would exceed $150,000, and if the Final Working Capital Adjustment Amount would exceed $150,000, then the full amount thereof shall be paid.

2.08 Escrow; Stockholders' Agent Escrow.

(a) On the Closing Date, Parent, the Escrow Agent and the Stockholders' Agent shall execute the Escrow Agreement and Parent shall deposit with the Escrow Agent the Indemnity Escrow Amount (such cash deposit to be referred to as the "**Indemnity Escrow Fund**"), and the Dissenting Shares Escrow Amount (such cash deposit to be referred to as the "**Dissenting Shares Escrow Fund,**" and together with the Indemnity Escrow Fund, collectively referred to as the "**Escrow Fund**"), each for the benefit and on behalf of the Stockholders. The Escrow Fund shall be disbursed in accordance with the terms of the Escrow Agreement. The parties hereto agree that the Escrow Fund is part of the Per Share Closing Consideration contemplated hereunder, and the obligation to release the Escrow Fund to the Stockholders is absolute and unconditional, subject only to the terms of the Escrow Agreement.

(b) The Indemnity Escrow Fund is being established pursuant to this Agreement, but is available to Parent for any Permitted Indemnification Claims under this Agreement and under the Asset Purchase Agreement. Any and all amounts contributed by the Stockholders to the Indemnity Escrow Fund shall, in addition to being available to satisfy Permitted Indemnification Claims of Parent under this Agreement, be available to satisfy Permitted Indemnification Claims of Parent under the Asset Purchase Agreement, irrespective of whether the basis giving rise to any Permitted Indemnification Claim under the Asset Purchase Agreement would give rise to a Permitted Indemnification Claim under this Agreement.

(c) On the Closing Date, the Escrow Agent and the Stockholders' Agent shall execute the Stockholders' Agent Escrow Agreement, and Parent shall deposit with the Escrow Agent an amount equal to the Stockholders' Agent Escrow Amount for purposes of paying expenses, if any, incurred by the Stockholders' Agent in connection with this Agreement (such cash deposit to be referred to as the "**Stockholders' Agent Escrow Fund**"). The Stockholders' Agent Escrow Fund shall be disbursed by the Stockholders' Agent in his sole and absolute discretion either (i) to make payments as directed by the Stockholders' Agent or (ii) for distribution to the Stockholders in accordance with each Stockholder's Pro Rata Potion.

2.09 Stockholders' Agent.

(a) Appointment. The parties hereto have agreed that it is desirable to designate a representative for the Stockholders to act as their true and lawful attorney-in-fact, for them in their name and on their behalf (the "**Stockholders' Agent**"), to (i) give and accept notice in accordance with this Agreement, the Escrow Agreement and any other Transaction Document or other agreement or document entered into in connection with the Transactions, whether prior to, on or after the Closing, (ii) execute the

Escrow Agreement and any other Transaction Document or other agreement or document entered into in connection with the Transactions, whether prior to, on or after the Closing, (iii) waive any provisions of any such agreements, (iv) authorize delivery to Parent of any funds from the Escrow Fund in accordance with the Escrow Agreement, (v) conduct, control and cooperate with respect to the defense of any litigation described in Article VI, (vi) settle disputes between the parties, and (vii) perform the other duties required of the Stockholders' Agent under this Agreement, the Escrow Agreement and any other Transaction Document to which the Stockholders' Agent is a party. This power of attorney shall not be terminated or otherwise affected by the disability of any Stockholder. This power of attorney shall terminate only when the duties of the Stockholders' Agent have been fully performed or upon resignation as provided below. The parties have designated Burns as the initial Stockholders' Agent, and approval of this Agreement by the holders of the shares of Capital Stock shall constitute ratification and approval of such designation on behalf of all Stockholders.

(b) Successor Agent. Burns may resign as Stockholders' Agent by giving 30 days prior written notice to the parties hereto. If Burns resigns as Stockholders' Agent or if Burns is unable to serve as the Stockholders' Agent for any reason, the Stockholders shall vote for one Stockholder (other than Burns) to become the Stockholders' Agent (the "**Successor Agent**"), with the Stockholder who receives votes from the Stockholders who held a majority of the shares of Capital Stock at the Closing being appointed as the Successor Agent. The Successor Agent shall become the Stockholders' Agent hereunder upon the date specified in the resignation letter or upon Stockholder vote, such date being at least 30 days after the date of the notice of resignation, and shall be entitled to resign and appoint a successor on the same terms and conditions as the initial Stockholders' Agent.

(c) Agent for Service of Process. The approval of this Agreement by the holders of the shares of Capital Stock shall constitute the irrevocable appointment of the Stockholders' Agent as the lawful agent of each Stockholder, for and on such Stockholder's behalf, to accept and acknowledge service of, and upon whom may be served, all necessary processes in any action, suit or proceeding arising under this Agreement that may be had or brought against such Stockholder's successors or assigns, in any court of competent jurisdiction, such service of process or notice to have the same force and effect as if served upon each and every Stockholder.

(d) Duties. Each Stockholders' Agent (including any Successor Agent) shall act in the best interests of the Stockholders as such Person shall in good faith determine. Each Stockholders' Agent and Successor Agent shall have no liability to Parent, Sub, the Corporation, the Surviving Corporation, or the Stockholders for any action taken or omitted to be taken hereunder, unless such liability is determined by a judgment or a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Person.

(e) No Liability of Parent. Neither Parent, the Surviving Corporation, nor any of their Affiliates shall be liable in any way to the Stockholders, the Corporation, or the Stockholders' Agent, based on any act or omission of the Stockholders' Agent relating to this Agreement or the Escrow Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION AND THE MAJORITY STOCKHOLDERS

Each of the Corporation and the Majority Stockholders, jointly and severally, represents and warrants to each of Parent and Sub the following matters of the Corporation, and each Majority Stockholder severally and not jointly, represents and warrants to each of Parent and Sub the following matters of such Majority Stockholder, in each case, both as of the date of this Agreement and as of the Closing Date (except to the extent that a representation or warranty expressly states that such representation or warranty is current

only as of an earlier date or as of the date of this Agreement):

3.01 Corporate Existence and Power.

The Corporation is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. The Corporation has all corporate power and authority required to use or own its property and assets that it purports to use or own and to carry on its business as now conducted. The Corporation is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect. Section 3.01 of the Corporation Letter sets forth a list of those jurisdictions in which the Corporation is so qualified to do business. True and complete copies of the Governing Documents are attached hereto as **Exhibit C**. The Corporation has delivered to Parent true and complete copies of all documents filed with any state authority with respect to any merger, consolidation or reincorporation in which the Corporation has been a participant. Section 3.01 of the Corporation Letter contains a true, complete and correct list of the officers and directors of the Corporation.

3.02 Corporate Authorization; Binding Effect.

(a) The Corporation has all requisite corporate power and corporate authority required to enter into this Agreement and each and every agreement contemplated hereby (collectively, the "**Transaction Documents**"), to perform its obligations hereunder and thereunder and to consummate the Merger and the other transactions contemplated hereby and thereby (collectively, the "**Transactions**"). The execution, delivery and performance of this Agreement and the other Transaction Documents by the Corporation and the consummation by the Corporation of the Transactions have been duly authorized by all necessary corporate action on the part of the Corporation in accordance with the laws of the State of Florida other than the approval of the Stockholders in accordance with Florida Law and the Governing Documents. This Agreement has been duly executed and delivered to Parent and Sub by the Corporation and constitutes a valid and binding agreement of the Corporation enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon execution and delivery at the Closing by the Corporation of each other Transaction Document to which the Corporation is a party, such Transaction Document will be duly and validly executed by the Corporation, and delivered to each of Parent and Sub on the Closing Date, and will constitute (assuming, in each case, the due authorization, execution and delivery by each other party thereto) the Corporation's valid and binding agreement, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The board of directors of the Corporation, by resolutions duly adopted at a meeting duly called and held or by a unanimous written consent in lieu of a meeting, has determined that the Transactions are in the best interests of the Corporation and the Stockholders, has approved this Agreement and the Merger, has authorized the execution of this Agreement and has recommended to the Stockholders approval of this Agreement and the Merger.

(b) Such Majority Stockholder has all requisite power, legal capacity, right and authority to enter into this Agreement and each of the other Transaction Documents, to perform his or her obligations hereunder and thereunder and to consummate the Transactions. This Agreement has been duly executed and delivered by such Majority Stockholder to Parent and constitutes a valid and binding agreement of such Majority Stockholder enforceable against such Majority Stockholder in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization,

moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon execution and delivery at the Closing by such Majority Stockholder of each other Transaction Document to which such Majority Stockholder is a party will be duly and validly executed by such Majority Stockholder, and will constitute (assuming, in each case, the due authorization, execution and delivery by each other parties thereto) such Majority Stockholder's valid and binding agreement, enforceable against him or her in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.03 Governmental Authorization and Consents.

(a) Except for those Consents, filings or notices set forth in Section 3.03 of the Corporation Letter, no Consent of, filing with, or notice to, any Governmental Authority, lenders, lessors, creditors, stockholders or any other Person, including the filing of any pre-merger notice under or pursuant to the HSR Act, is required by the Corporation in connection with the execution, delivery and performance by the Corporation of this Agreement, each other Transaction Document, and the consummation by the Corporation of the Transactions.

(b) The execution, delivery and performance by such Majority Stockholder of this Agreement and the other Transaction Documents and the consummation by such Majority Stockholder of the Transactions require no Permit, action or Consent by or in respect of, or filing with, any Governmental Authority, including the filing of any pre-merger notice under or pursuant to the HSR Act.

3.04 Non-contravention.

(a) The execution and delivery of the Transaction Documents by the Corporation, the performance by the Corporation of its obligations under the Transaction Documents, and the consummation of the Transactions do not and will not (a) contravene or conflict with the Governing Documents, (b) assuming compliance with the matters referred to in Section 3.03, contravene or conflict in any material respect with any applicable provision of any law, regulation, code, statute, rule, judgment, injunction, settlement, award, writ, order or decree or other requirement of any Governmental Authority (collectively, "Laws") binding upon or applicable to the Corporation, (c) assuming compliance with the matters referred to in Section 3.03, require notice, breach, conflict with or constitute a default, or impair or alter the rights of the Corporation or any third party, or give rise to a right of termination, suspension, cancellation, amendment or acceleration of any right or obligation of the Corporation or any third party, or to a loss of any benefit to which the Corporation is entitled, or increase or impose any liability, in each case, under any provision of any Contract binding upon the Corporation or by which any of the Corporation's assets or properties may be bound or subject, or any Permit held by the Corporation, or (d) result in the creation or imposition of any Lien on the shares of Capital Stock or on any assets or properties of the Corporation. For purposes of this Agreement, "Lien" means, with respect to the shares of Capital Stock or any asset of the Corporation, any mortgage, lien, pledge, charge, security interest or similar encumbrance of any kind or character in respect of such asset.

(b) The execution, delivery and performance by such Majority Stockholder of this Agreement and the other Transaction Documents and the consummation of the Transactions do not require the consent of any other Person, and do not and will not (i) contravene or constitute a default under or breach or violation of (A) any Laws of any Governmental Authority applicable to such Majority Stockholder or (B) any Contract to which such Majority Stockholder is a party by which any of his or her properties or assets are bound, other than defaults that individually or in the aggregate would not impair the

ability of such Majority Stockholder to perform his or her obligations under this Agreement and the other Transaction Documents or (ii) give rise to any right of termination, cancellation, modification or acceleration under any such Contract.

3.05 Capitalization.

The authorized capital stock of the Corporation consists solely of 20,000,000 shares of common stock, with no par value ("**Common Stock**"), which have been designated as Class A Common Shares and Class B Common Shares, and 10,000,000 shares of preferred stock ("**Preferred Stock**"), of which 666,667 shares have been designated as Class A Preferred Shares (the "**Class A Preferred Shares**"). As of the date hereof, there are issued and outstanding 11,511,376 shares of Class A Common Shares and 6,880,235 shares of Class B Common Shares, all of which (a) have been duly authorized and validly issued and are fully paid and nonassessable; and (b) were not issued in violation of any preemptive rights, rights of first refusal or first offer or similar rights of any kind. As of the date hereof, there are issued and outstanding 666,667 shares of Class A Preferred Shares which (a) have been duly authorized and validly issued and are fully paid and nonassessable; and (b) were not issued in violation of any preemptive rights, rights of first refusal or first offer or similar rights of any kind. There are no accrued or unpaid dividends with respect to issued and outstanding shares of Common Stock or Preferred Stock, including the Class A Preferred Dividend, which has been fully paid prior to the date hereof. The Corporation has no other authorized, issued or outstanding class of capital stock. There are no existing options, rights, subscriptions, warrants, unsatisfied preemptive rights, Contracts, calls or other written, oral or implied commitments relating to (i) the authorized and unissued shares of Capital Stock of the Corporation, or (ii) any securities or obligations convertible into or exchangeable for, or giving any Person any right to subscribe for or acquire from the Corporation, any shares of capital stock of the Corporation and no such convertible or exchangeable securities or obligations are outstanding, except for, as of the date hereof, and as of the date immediately prior to the Closing Date, other than outstanding Options that have been previously granted which are exercisable into an aggregate of 1,142,500 shares of Common Stock to 23 employees of the Corporation (the "**Outstanding Options**"). Prior to the Closing, in compliance with Section 6.13(a) of this Agreement, all previously granted and exercisable Options either will be exercised or will be terminated at the Effective Time in accordance with the terms of the Option Plans. As of the Closing, no option, right, subscription, warrant, unsatisfied preemptive right, Contract, call or other written, oral or implied commitment relating to (i) the authorized and unissued capital stock of the Corporation or (ii) any securities or obligations convertible into or exchangeable for, or giving any Person any right to subscribe for or acquire from the Corporation, capital stock of the Corporation shall be outstanding. Except as set forth in Section 6.14 and as otherwise set forth in Section 3.05 of the Corporation Letter, there are no voting trusts, stockholder agreements, proxies or other Contracts in effect to which the Corporation is a party, or by which it is bound, with respect to the governance of the Corporation or the voting or transfer of any shares of Capital Stock. All outstanding shares of Capital Stock and Options were issued or granted in compliance in all material respects with all applicable federal and state securities laws. Except as contemplated by this Agreement, there are no obligations, contingent or otherwise, of the Corporation to repurchase, redeem or otherwise acquire securities of the Corporation. Section 3.05 of the Corporation Letter sets forth a true and complete list, as of the date of this Agreement, of each Person who holds Common Stock, Class A Preferred Shares, and Options, together with the number of shares and Options held by such Person and the grant date and exercise price for the Options (the "**Stockholder Schedule**").

3.06 Subsidiaries.

The Corporation does not now and has not ever owned any Subsidiary, and does not own any capital stock, other equity securities or any other type of ownership interest in any other Person.

3.07 Title to Properties; Absence of Liens; Sufficiency of Assets.

For the avoidance of doubt, this Section 3.07 does not address Intellectual Property, which is the subject matter of the representations and warranties in Section 3.17.

(a) The Corporation has good and marketable, indefeasible title to or other valid and enforceable rights to use or, in the case of leased property and assets, valid leasehold interests in, all of its tangible assets and property, free and clear of all Liens, except for Liens for Taxes not yet due and payable (collectively, "**Permitted Liens**").

(b) There are no Claims affecting any of the Corporation's tangible assets or properties pending or threatened which might materially detract from the value, interfere with any present use or adversely affect the marketability of any such property or assets; nor, to the Corporation's Knowledge, is there any valid basis for any such Claims. The Corporation has not received notice of any Action affecting any such tangible property or assets or which might materially detract from the value, interfere with any present use or adversely affect the marketability of any such property or assets; nor to the Corporation's Knowledge is there any valid basis for such Action.

(c) The tangible assets and property owned or leased by the Corporation constitute all of the tangible assets and property used or held for use in connection with the business of the Corporation and constitute all of the tangible assets and property necessary to conduct such business as currently conducted by the Corporation. All such tangible assets and property owned or leased by the Corporation are in good operating condition and repair, ordinary wear and tear expected, and are usable in the ordinary course of business consistent with the Corporation's past practices.

3.08 Financial Statements; Related Information.

(a) Section 3.08 of the Corporation Letter sets forth true, correct and complete copies of the Annual Financial Statements and Interim Financial Statements (together with any financial statements of the Corporation for and as of any month-end delivered to Parent after the date of this Agreement and prior to Closing, the "**Financial Statements**"). The Financial Statements (i) were prepared from the books and records of the Corporation and fairly present, in all material respects, in conformity with GAAP as historically applied by the Corporation on a consistent basis except as may be indicated in notes to such Financial Statements, the financial position of the Corporation as of the dates thereof and its results of operations and cash flows for the periods then ended, and (ii) except as indicated therein, reflect all Claims against and all debts and liabilities of the Corporation, fixed or contingent, as of the respective dates thereof required to be reflected or disclosed therein in accordance with GAAP as historically applied by the Corporation on a consistent basis, except as may be indicated in notes to such Financial Statements.

(b) Reserves for warranty claims, liabilities, bad debts, estimates to complete and amounts payable to any Government Authority for any differential between final approved rates and the provisional billing rates utilized by the Corporation on the Financial Statements reflect all facts and circumstances which were known to the management of the Corporation as of each date such Financial Statements were prepared and are sufficient to pay for such warranty claims, liabilities, bad debts, estimates to complete and amounts payable. Other than the inventory on the Recent Balance Sheet, the Corporation does not hold any inventory for sale. The Corporation has not entered into any off balance sheet financial arrangements, including any transaction involving a hedge or derivative financial instrument. The accounts receivable balance reflected in the Financial Statements represents all revenue earned under executed and funded or unfunded Contracts but not collected, whether such amounts are classified as billed or unbilled accounts receivable. The net property and equipment balance reflected in the Financial Statements

represents the sum of all individual property and equipment assets that are owned by the Corporation and not fully depreciated.

(c) The Corporation maintains a system of internal accounting or management controls, which, considering the size and nature of its operations, is sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of the Financial Statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets when determined to be necessary and appropriate action is taken with respect to differences.

3.09 Absence of Certain Changes.

Since December 31, 2007, the Corporation has conducted its business in the ordinary course consistent with past practice and there has not been:

(a) a Material Adverse Effect and there have been no events, occurrences or developments which could be expected to result in a Material Adverse Effect;

(b) (i) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of the Corporation, (ii) any repurchase, redemption or other acquisition by the Corporation of any outstanding shares of capital stock, any warrants, options or other rights to purchase any capital stock of the Corporation, or other securities of, or other ownership interests in, the Corporation, (iii) any grants or issuances of options or other rights to acquire any capital stock of the Corporation or transfers, issuances, sales or disposals of any shares of capital stock or rights to acquire capital stock of the Corporation, or (iv) any recapitalization, reclassification or like change in the capitalization of the Corporation;

(c) any acquisition by the Corporation of assets, including stock or other equity interest, from any Person (whether by merger, consolidation or combination or acquisition of stock or assets) or any sale, lease, license or other disposition of assets or property of the Corporation other than in the ordinary course of business consistent with past practices;

(d) any amendment of any term of any outstanding security of the Corporation;

(e) any incurrence, assumption or guarantee by the Corporation of any indebtedness for borrowed money;

(f) any creation or assumption by the Corporation of any Lien (other than Permitted Liens) on any asset;

(g) any making of any loan, advance or capital contribution to or investment in any Person, excluding any advance to any employee not in excess of $3,000 made in the ordinary course of business consistent with past practices relating solely to advancement of travel and other business expenses;

(h) any condemnation, seizure, damage, destruction or other casualty loss (whether or not covered by insurance) affecting the assets, properties or business of the Corporation and no such loss is threatened;

(l) any material transaction or commitment made, or any Material Contract entered into, amended or terminated by the Corporation or any relinquishment by the Corporation of any Material Contract or other material right, other than those contemplated by this Agreement;

(j) any change in any method of accounting or accounting practice by the Corporation, except for any such change required by reason of a concurrent change in GAAP;

(k) except as contemplated under this Agreement, any (i) grant of any severance or termination pay to any director, officer, employee or independent contractor of the Corporation except pursuant to the severance policies of the Corporation existing on the date hereof, (ii) commencement or renewal of any Employee Plan (or any amendment to any existing Employee Plan) with any director, officer, employee or independent contractor of the Corporation, (iii) entering into of any Employee Plan with a Person providing for compensation, bonus or other benefits in excess of $100,000 during any 12-month period, (iv) payment of or provision for any bonus, stock option, stock purchase, profit sharing, deferred compensation, pension, retirement or other similar payment or arrangement to any director, officer, employee or independent contractor of the Corporation, (v) increase in coverage or benefits payable under any existing Employee Plan, (vi) any other increase in compensation, bonus or other benefits payable to any director, officer, employee or independent contractor of the Corporation other than increases in the ordinary course of business consistent with past practice of the Corporation, or (vii) waiver of or significant modification to any non-solicitation or non-competition provisions of any employment agreement or other Contracts;

(l) any labor dispute, other than routine and individual grievances that are unlikely to result in any material Claim or Action, or any activity or proceeding by a labor union or representative thereof to organize any employees of the Corporation, or any lockouts, strikes, slowdowns or work stoppages or threats thereof by or with respect to such employees;

(m) any capital expenditure, or commitment for a capital expenditure, for additions or improvements to property, plant and equipment in excess of $50,000 individually or $100,000 in the aggregate;

(n) except for capital expenditures and commitments referred to in paragraph (m) above, any (i) acquisition, lease, license or other purchase of, or (ii) disposition, assignment, transfer, license or other sale of, any tangible assets or property or Intellectual Property in one or more transactions, or any commitment in respect thereof, that, individually or in the aggregate, involved or involve payments of $25,000 or more;

(o) a cancellation or compromise of any material debt or claim or waiver or release of any material right of the Corporation;

(p) except as set forth in Section 3.09(p) of the Corporation Letter, an entry into or any bid for the entry into a Government Contract;

(q) any receipt by the Corporation from the applicable contracting Governmental Authority or other authorized Person of any written or, to the Corporation's Knowledge, other notice of termination of any Government Contract;

(r) a grant of credit to any customer, distributor or supplier of the Corporation on terms or in amounts materially more favorable than had been extended to such Person in the past;

(s) any material adverse change in the Corporation's relations with any customers, distributors, suppliers or agents;

(t) any settlement or compromise of any pending or threatened Claim;

(u) a default by the Corporation or, to the Corporation's Knowledge, any default by another party under any material lease, license or other occupancy arrangement or any receipt of notice of noncompliance or violation thereof by the Corporation from any Person;

(v) any entry into a Net Loss Contract or outstanding bids made for Contracts that are estimated to be Net Loss Contracts;

(w) any delay or postponement by the Corporation in the payment of accounts payable and other liabilities outside the ordinary course of business; or

(x) any Contract entered into, other than this Agreement, to take any actions, or cause to be taken, any of the actions specified in this Section 3.09.

3.10 Related Party Transactions.

No (a) Stockholder, (b) officer, director or Affiliate of the Corporation, (c) immediate family member of any such officer, director or Affiliate, or of a Stockholder, and (d) entity controlled by any one or more of the foregoing (excluding the Corporation) (collectively, the **"Related Parties"**) presently or since January 1, 2005: (i) owns or has owned, directly or indirectly, any interest in (excepting not more than five percent stock holdings for investment purposes in securities of publicly held and traded companies), or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as, a competitor, lessor, lessee, customer, distributor, sales agent, or supplier of the Corporation; (ii) owns or has owned, directly or indirectly, in whole or in part, any tangible or intangible property that the Corporation uses or the use of which is necessary or desirable for the conduct of its business except for intangible property that is the subject of the Asset Purchase Agreement; (iii) has or had any Claim whatsoever or has brought any Action against, or owes or owed any amount to, the Corporation; or (iv) on behalf of the Corporation, has made any payment or commitment to pay any commission, fee or other amount to, or purchase or obtain or otherwise contract to purchase or obtain any goods or services from, any corporation or other Person of which any officer or director of the Corporation, or an immediate family member of the foregoing, is a partner or stockholder (excepting stock holdings solely for investment purposes in securities of publicly held and traded companies). Section 3.10 of the Corporation Letter contains a complete list of all Contracts between the Corporation and any Related Party (collectively, the **"Related Party Agreements"**) entered into on or prior to the date of this Agreement or contemplated under this Agreement to be entered into before Closing (other than those Contracts entered into after the date of this Agreement for which Parent has given its prior written consent pursuant to Section 6.01). The Corporation is not a party to any transaction with any Related Party on other than arm's-length terms.

3.11 Material Contracts.

(a) Section 3.11(a) of the Corporation Letter is a complete list of each of the following (whether oral or written) to which the Corporation is a party to or bound by as of the date of this Agreement (each a **"Material Contract"**):

(i) any (a) Real Property Lease or (b) lease for personal property providing for annual rentals for such personal property lease of $10,000 or more or aggregate payments for such personal property lease of $50,000 or more;

(ii) any Contract for the purchase of materials, software, supplies, goods, services, equipment or other assets providing for either annual payments by the Corporation of $10,000 or more or aggregate payments by the Corporation of $50,000 or more;

(iii) any sales, distribution or value added reseller agreement providing for the sale by the Corporation of materials, supplies, goods, services, equipment or other assets that provides for either annual payments to the Corporation of $50,000 or more or aggregate payments to the Corporation of $75,000 or more;

(iv) any partnership, joint venture or limited liability company agreement or any Contract concerning an equity or partnership interest in another Person;

(v) any Contract relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise);

(vi) any Contract relating to indebtedness for borrowed money or the deferred purchase price of property (in either case, whether incurred, assumed, guaranteed or secured by any asset);

(vii) any option to license, license or franchise Contract, excluding those licenses of Intellectual Property set forth in Sections 3.17(b) and 3.17(c) of the Corporation Letter;

(viii) any commission, agency, dealer, sales representative or marketing Contract;

(ix) any Contract that limits the freedom of the Corporation to compete in any line of business, in any market or customer segment or with any Person;

(x) any Contract containing any right of first refusal or right of first negotiation;

(xi) any Contract pursuant to which the Corporation has hired or retained a consultant providing for aggregate payments of $10,000 or more;

(xii) any Contract pursuant to which the Corporation is subject to confidentiality or non-disclosure obligations;

(xiii) any Contract under which the Corporation agrees to indemnify any party other than in the ordinary course of business and any bonds or agreements or guarantees in which the Corporation acts as surety or guarantor;

(xiv) any Government Contract;

(xv) any Contract providing for payments by the Corporation annually in excess of $100,000; or

(xvi) any Employee Plan with the Corporation's current or former directors, officers, employees or independent contractors.

(b) Each Material Contract constitutes a valid and binding obligation of the Corporation, is in full force and effect and is enforceable against the Corporation and, to the Corporation's Knowledge, each other party thereto, in accordance with its terms, subject to general equitable principles (regardless of whether such enforceability is considered in a proceeding at equity or at law), and except as

enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to creditors' rights. The Corporation has paid in full all amounts due under the Material Contracts which are due and payable or accrued in accordance with GAAP as consistently applied, all amounts due to others under the Material Contracts (and has recognized revenues due from others thereunder in accordance with GAAP as consistently applied), and has satisfied in full or provided for all of its liabilities and obligations under the Material Contracts which are due and payable, except amounts or liabilities disputed in good faith by the Corporation for which adequate reserves have been set aside. Neither the Corporation nor, to the Corporation's Knowledge, any other party is in default under or breach of any Material Contract. Since January 1, 2005, the Corporation has not received any written notice that it is in default under or breach of any Material Contract, and no event or circumstance has occurred that, with notice or lapse of time or both, would constitute any default or breach.

(c) The Corporation does not intend and, to the Corporation's Knowledge, no other Person intends to terminate (whether for cause or convenience) or cause a default under any Material Contract before its stated term, if any. No Claim for non-performance of any Material Contract is pending or, to the Corporation's Knowledge, threatened by any Governmental Authority against the Corporation. There are no pending negotiations regarding a downward adjustment in price or other modification to a Material Contract that could be expected to result in terms that are adverse to the Corporation for work previously performed and accepted, or any attempt or outstanding rights to negotiate such downward adjustment in price or such other modification for work previously performed under any Material Contract; and no Person has made a written demand for any such renegotiation. Except as separately identified in Section 3.11(c) of the Corporation Letter, no Consent of any Person is needed in order that the Material Contracts continue in full force and effect following the consummation of the Transactions.

(d) Section 3.11(d) of the Corporation Letter sets forth a summary of all outstanding proposals of the Corporation. True and complete copies of all Material Contracts and outstanding proposals, in each case as amended to date, have been delivered to, or, to the extent not requested to be delivered, have been made available for inspection by Parent and Sub.

3.12 No Undisclosed Material Liabilities.

There are no liabilities or obligations of the Corporation of any kind whatsoever including any liability for Taxes (whether accrued, contingent, absolute, determined, determinable or otherwise), and to the Corporation's Knowledge, there are no existing conditions, situations or circumstances which, individually or in the aggregate, reasonably would be expected to result in such a liability or obligation, other than:

(a) liabilities or obligations disclosed or provided for in the Recent Balance Sheet;

(b) liabilities incurred in the ordinary course of business consistent with past practice since December 31, 2007; and

(c) liabilities which are specifically taken into account in determining the Corporation's Working Capital and reflected in the Estimated Working Capital Adjustment Statement.

3.13 Litigation.

There is no Claim or Action pending against or, to the Corporation's Knowledge, threatened against or affecting the Corporation or any of its officers or directors in their capacity as officers or directors of the Corporation before any Governmental Authority nor, to the Corporation's Knowledge, is there any valid basis for any such Claim or Action (a) in which the plaintiff is seeking damages against the

Corporation or its officers or directors in their capacity as officers or directors of the Corporation, (b) which in any manner challenges or seeks to prevent, enjoin, alter or materially delay any of the transactions contemplated hereby, (c) in which the penalties, if determined adversely to the Corporation or any of its officers or directors, involve suspension, debarment, termination of contract or any other remedy that would restrict the business activities of the Corporation, or (d) which would result in a Material Adverse Effect to the Corporation. The Corporation is not subject to any judgment, order or decree. There are no Claims or Actions pending by the Corporation or which the Corporation presently intends to initiate.

3.14 Compliance with Laws and Court Orders.

The Corporation is not in violation of, default under or conflict with, has not violated, and is not and has not been under investigation with respect to or, to the Corporation's Knowledge, been threatened to be charged with or given notice of any violation of any Law applicable to its business, properties, assets and operations (including those relating to wages and hours, record keeping, possession of classified information or zoning). Since January 1, 2005, the Corporation has not received any written notice from any Governmental Authority to the effect that the Corporation is not in compliance with any Law applicable to its business, properties, assets and operations (including those relating to wages and hours, record keeping, possession of classified information or zoning). The Corporation is not currently in, and since January 1, 2005 has not been in, material violation of, breach or default under any requirement of the Export Administration Regulations implemented under the International Emergency Economic Powers Act ("Act") (50 U.S.C. 1702). Since January 1, 2005, the Corporation has not made any voluntary disclosure to the U.S. government or any non-U.S. government with respect to any alleged irregularity, misstatement or omission arising under or relating to International Traffic in Arms Regulations or Export Administration Regulations. No set of facts exists that would constitute valid grounds for the assertion of a Claim by a Government Authority against the Corporation under the International Traffic in Arms Regulations or Export Administration Regulations.

3.15 Licenses and Permits.

The Corporation has all Permits and Consents required to carry on the business of the Corporation as now conducted. Section 3.15 of the Corporation Letter correctly sets forth a list of each license, franchise, permit, order, registration, certificate, approval or other similar authorization of a Governmental Authority affecting, or relating in any way to, the assets or business of the Corporation (collectively, the "**Permits**"), and each pending application for any Permit, together with the name of the Governmental Authority issuing such Permit or with which such application is pending. The Permits are valid and in full force and effect, and the Corporation is not and has not been in violation of or default under, and no condition exists that with notice or lapse of time or both would constitute a violation of or default under, the Permits. No proceeding is pending or, to the Corporation's Knowledge, threatened, to revoke or limit any Permit, and none of the Permits will be terminated or impaired or become terminable, in whole or in part, as a result of the transactions contemplated hereby. The Corporation is in compliance in all material respects with the terms of such Permits. Since January 1, 2005, the Corporation has not received any written notice from any Governmental Authority to the effect that the Corporation is not in compliance with any Permit.

3.16 Governmental Contracts.

(a) Customers and Suppliers. Section 3.16(a) of the Corporation Letter sets forth a current, complete and accurate list of (i) all Government Contracts (including subcontracts) which either are currently active in performance or which have been active in performance since January 1, 2005 (excluding any Government Contracts which are no longer active in performance and for which the Corporation has been released from all liability by such customer or supplier) and (ii) all Government Bids currently submitted by the Corporation. No prime contract between the Corporation and the United States

which is currently active in performance, and none of the outstanding bids to the United States for prime contracts were or are designated in the solicitation as a "small business set aside contract," any other "set aside contract" or other order or contract requiring small business or other special status.

(b) Compliance. The Corporation is not currently in, since January 1, 2005 has not been in, and the execution and delivery of this Agreement by the Corporation and the consummation of the Transactions by the Corporation will not result in, any material violation, breach or default of any term or provision of any Government Contract or Government Bid to which the Corporation is now or has been a party. The Corporation is not currently in, and since January 1, 2005 has not been in, material violation of, breach or default under any requirement of any Law (including Laws under the Federal Acquisition Regulation (along with any agency supplements, "FAR"), the Arms Export Control Act (22 U.S.C. 277 et seq.) and agency export regulations) applicable to the Government Contracts or Government Bids to which the Corporation is now or has been a party. Since January 1, 2005, all representations and certifications executed, acknowledged or submitted with respect to the Government Contract or Government Bid to which the Corporation is now or has been a party, including, without limitation, any statements made in connection with the Procurement Integrity Law, 41 U.S.C. § 423, the Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601-1612, the Byrd Amendment, 31 U.S.C. § 1352, and their associated implementing regulations, were accurate in every material respect as of their effective date and the Corporation has fully complied with all such representations and certifications in every material respect. The Corporation has not received a cure notice, a show cause notice or a stop work notice, has not been threatened with termination for default, and, to the Corporation's Knowledge, does not have a basis to believe that cause exists for a termination for default under any Government Contract. To the Corporation's Knowledge, no basis for a Claim or request for equitable adjustment by any of its vendors, suppliers, higher-tier contractors, or subcontractors against the Corporation relating to any Government Contract exists. The Corporation is not a guarantor or otherwise liable for any liability (including indebtedness) of any other Person with respect to any Government Contract or Government Bid. The Corporation does not have any reason to expect or anticipate that the actual incurred costs of the Corporation allocable to any Government Contract or Government Bid will, at the time that performance of such Government Contract or Government Bid concludes, exceed the price or any funding limitation or authorizations applicable to such Government Contract or Government Bid.

(c) Government Claims. Since January 1, 2005: (i) to the Corporation's Knowledge, none of its directors, officers, employees, consultants or agents is or has been under administrative, civil or criminal investigation or indictment by any Governmental Authority; (ii) there is not or has not been pending, to the Corporation's Knowledge, any Action related to the Corporation, its employees, consultants or agents resulting in a material adverse finding with respect to any alleged misrepresentation or omission arising under or relating to any Government Contract or Government Bid; (iii) the Corporation has not made, and does not believe it reasonably should make, any voluntary disclosure to the U.S. government or any Governmental Authority with respect to any alleged irregularity, misstatement or omission arising under or relating to a Government Contract or Government Bid; (iv) there are not and have not been any outstanding Claims against the Corporation or by the Corporation, requests for equitable adjustment, or requests for waiver or deviation from the requirements by or to either the U.S. government or any Governmental Authority or by any prime contractor, subcontractor, vendor or other third party arising under or relating to any Government Contract or Government Bid; and (v) there are not and have not been any disputes (as that term is interpreted pursuant to the Contract Disputes Act of 1978) between the Corporation and the U.S. government or any non-U.S. government under the Contract Disputes Act of 1978, as amended, or between the Corporation and any prime contractor, subcontractor or vendor arising under or relating to any such Government Contract or Government Bid.

(d) Potential Claims. To the Corporation's Knowledge, no set of facts exists that would constitute valid grounds for the assertion of a Claim by a Government Authority against the

Corporation for any of the following: (i) defective pricing, (ii) FAR and/or CAS noncompliance, (iii) fraud, (iv) false claims or false statements, (v) unallowable costs as defined in the FAR at Part 31, including those that may be included in indirect cost claims for prior years that have not yet been finally agreed to by the DCAA and/or the Administrative Contracting Officer, or (vi) any other monetary Claims relating to the performance or administration by the Corporation of Government Contracts to which it is or has been a party.

(e) Suspension or Debarment. (i) Since its inception, the Corporation has not been and is not, and to the Corporation's Knowledge its directors, officers, employees, consultants or agents have not been or are not, suspended or debarred from bidding on Government Contracts in connection with the conduct of its business or have or are the subject of a finding of non-responsibility or ineligibility for U.S. government or any government contracting with any Governmental Authority, or were or are for any reason listed on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (or similar listing); (ii) no such suspension, debarment or exclusion proceeding has been initiated or, to the Corporation's Knowledge, threatened against it or any of its directors, officers, employees, consultants or agents; and (iii) the Corporation does not have any reasonable basis to believe that one will be initiated. The Corporation has conducted its operations, including with respect to maintaining systems of internal controls and government contractor compliance programs (including cost accounting systems, estimating systems, purchasing systems, proposal systems, billing systems and material management systems), in material compliance with the requirements of the Laws pertaining to Government Contracts and Government Bids. If the Corporation has not received approved rates from the DCAA due solely to the timing of the Closing Date and not due to inaccuracies or other problems with the Corporation's rate submission to the DCAA, and, as a result, the Corporation is operating under provisionally approved rates, to the Corporation's Knowledge, there are no issues that would prevent the final approved rates from being received in a timely manner or would result in the final approved rates being materially different than the provisional rates.

(f) Technical Data. Except for the rights with respect to Software and "data" items described in Section 3.17(d) of the Corporation Letter, no Government Authority has any rights with respect to any "technical data" or "computer software" that are material to the Corporation's business.

(g) Clearances. The Corporation, and its officers, directors, managers, employees, consultants and agents hold all security clearances necessary for the operation of the business of the Corporation as presently conducted. A true and complete list of such security clearances (including the names of such officers, directors, managers, employees, consultants and agents and their respective security clearances) has been delivered to Parent and Sub prior to execution of this Agreement.

(h) Fixed Price Contracts. Except for the Contracts listed in Section 3.16(h) of the Corporation Letter, both as of the date of this Agreement and as of the Closing Date, there is no fixed-price Government Contract that the Corporation has entered into or is otherwise obligated to perform and for which performance has not been completed, final payment has not been received, or warranty, support, or maintenance obligations have been retained, where the costs to the Corporation of completing performance of the fixed price component of the Government Contract and/or fulfilling all contractual obligations, have exceeded or are reasonably expected to exceed the fixed price amount of the Government Contract (i.e., the Corporation is in a loss position or expects to incur a loss with respect to the fixed price component of the contract or subcontract). For the purposes of this Section 3.16(h), the term "costs" means all costs attributable to a particular contract or subcontract in accordance with the FAR and/or GAAP consistent with the Corporation's past practices, including all allocations of allowable general and administrative expenses to such contract or subcontract, and the term "fixed price" with respect to Government Contracts includes the following: firm-fixed-price contracts; fixed-price contracts with economic price adjustment; fixed-price incentive contracts; fixed-price contracts with prospective price redetermination, fixed-ceiling

price contracts with retroactive price redetermination; firm-fixed-price, level-of-effort term contracts; all General Services Administration (GSA) schedule contracts or other agency multiple award schedule contract of a fixed price nature; and all variations or combinations of the above listed contract types.

(i) Government Furnished Property. Section 3.16(i) of the Corporation Letter sets forth a listing of all property or equipment furnished to the Corporation prior to the Closing Date by any Government Authority or any other customer that has not been returned to such customer and all such property or equipment is properly accounted for and in the possession of the Corporation. All such property and equipment is in good operating condition and state of repair, reasonable wear and tear excepted. The Corporation is in compliance with and has complied in all material respects with all requirements under applicable Laws and the terms of the applicable Government Contract(s) concerning the management of the government furnished property or equipment, including all requirements for the inventorying, reporting, proper care and maintenance of such government furnished property or equipment, as well as all requirements pertaining to the use and/or rental (whether permitting or prohibiting such use and/or rental, as the case may be) of such government furnished property or equipment. There are not outstanding loss, damage or destruction reports that have been or should have been submitted to any Governmental Authority in respect of any government furnished property or equipment.

(j) Organizational Conflicts of Interest. Section 3.16(j) of the Corporation Letter identifies, by Contract or task order and description, all work or future business opportunities from which the Corporation, its Affiliates, Subsidiaries or other related Person, are currently limited, prohibited, or otherwise restricted from performing or bidding, due to express organizational conflicts of interest Contract terms or provisions, or due to organizational conflicts of interest mitigation plans submitted by the Corporation, its Affiliates or Subsidiaries in connection with any Government Contract. Except pursuant to the Government Contracts set forth in Section 3.16(j) of the Corporation Letter, since January 1, 2005, the Corporation has not had access to non-public information nor provided systems engineering, technical direction, consultation, technical evaluation, source selection services or services of any type, nor prepared specifications or statements of work, nor engaged in any other conduct that would create in any current government procurement an Organizational Conflict of Interest (as defined in FAR 9.501) with the Corporation. The Corporation is not aware of any existing actual or potential organizational conflicts of interest relevant to a Government Contract or Government Bid arising from or relating the Corporation's current contractual relationships or other activities.

(k) Undue Influence. None of the Corporation nor any of its current (or former) directors, officers, employees, managers, agents or representatives, or any Person associated with or acting for or on their behalf, has directly or indirectly made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of what form, whether in money, property, or services (i) to obtain favorable treatment for business or Government Contracts or other contracts secured, (ii) to pay for favorable treatment for business or Government Contracts or other contracts secured, (iii) to obtain special concessions or for special concessions already obtained, or (iv) otherwise in violation of any Law. No payment or other benefit has been made or conferred by the Corporation or, by any of its Subsidiaries or by any Person on behalf of the Corporation or any of its Subsidiaries in connection with any Government Contract or Government Bid in violation of applicable Laws (including but not limited to procurement Laws, the Foreign Corrupt Practices Act (15 U.S.C. 78dd-1 et. seq.) (as amended, the "FCPA") or international anti-bribery conventions and local anti-corruption and bribery Laws in jurisdictions in which the Corporation or any of its Subsidiaries is operating). The Corporation has not received any communication that alleges that the Corporation or any of its directors, officers, employees, managers or any agent thereof is in violation of, or has liability under any such Laws.

3.17 Proprietary Rights.

(a) Ownership. Section 3.17(a) of the Corporation Letter contains a correct and complete list and summary description of all Intellectual Property owned by the Corporation, and the Corporation owns the entire right, title and interest in and to such Intellectual Property free and clear of any Lien. All Intellectual Property listed on Section 3.17(a) of the Corporation Letter will be in full force and effect on the Closing Date. At or prior to the Closing, the Corporation will be identified in documents recorded at the appropriate Governmental Authority as the assignee of record of each patent, patent application, trademark, trademark application, service mark, service mark application, copyright application and registered copyright listed in Section 3.17(a) of the Corporation Letter. No registered Intellectual Property, or applications therefor, of the Corporation is the subject of any interference, opposition, cancellation, nullity, re-examination or other proceeding, as applicable, which places in question the validity or scope of the Corporation's rights in its registered Intellectual Property or applications therefor. All products covered by registered Intellectual Property of the Corporation and all usages of registered Intellectual Property of the Corporation have been marked with the appropriate patent, trademark or other marking required or desirable to maximize available damages awards. All Intellectual Property used in the Corporation's business is solely owned by the Corporation and has been duly and properly assigned to the Corporation, except as otherwise provided in Section 3.17(b) of the Corporation Letter with respect to Intellectual Property licensed to the Corporation.

(b) Licenses to the Corporation. Section 3.17(b) of the Corporation Letter sets forth all Intellectual Property licensed to the Corporation by other Persons that is used by or on behalf of the Corporation in performance of the Corporation's business as it has been conducted immediately prior to the Closing Date, other than commercially available third party software which may be generally useful in the operations of the business (e.g., word processing software). All such licenses set forth in Section 3.17(b) of the Corporation Letter grant the Corporation all necessary reseller rights. Section 3.17(b) of the Corporation Letter also includes a list of any third party Software and derivatives of third party Software embedded into any Software owned, used or distributed by the Corporation and, except as set forth in Section 3.17(b) of the Corporation Letter, there is no third party Software or derivatives of third party software embedded into any Software owned, used or distributed by the Corporation. The Intellectual Property licensed to the Corporation by other Persons is licensed pursuant to legal, valid and binding agreements that are in full force and effect and enforceable by the Corporation in accordance with their terms. The Corporation is not in breach of any payment or other obligation that would provide a basis for termination of such agreements and such agreements are freely assignable or otherwise transferable to Parent and Sub in connection with the Transactions. Neither the Corporation nor, to the Corporation's Knowledge, any other party to any such agreement is in default or breach in any material respect under the terms of any such agreements and no event or circumstance has occurred that, with notice or lapse of time or both, would give rise to a claim by any other Person of breach or right of rescission, termination, revision or amendment of any such agreement.

(c) Licenses from the Corporation to Third Parties. Except for Government Data Rights referenced in Section 3.17(d), the Corporation has not granted any licenses or ownership rights to Intellectual Property to another Person other than as listed and summarized (e.g. scope, exclusive/non-exclusive) in Section 3.17(c) of the Corporation Letter. The Intellectual Property licensed by the Corporation to other Persons is licensed pursuant to legal, valid and binding agreements that are in full force and effect and enforceable by the Corporation in accordance with their terms. Neither the Corporation nor, to the Corporation's Knowledge, any other party to any such agreement is in default or breach under the terms of any such agreements and to the Corporation's Knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would give rise to a claim of breach or right of rescission, termination, revision or amendment of any such Contract, including the Transactions contemplated hereby.

(d) Government Rights. Section 3.17(d) of the Corporation Letter sets forth a complete listing of all Software and "technical data items delivered by the Corporation to any Governmental Authority, together with an indication of (i) all license rights in and to such Software and data items obtained by such Governmental Authority, and (ii) all rights in and to such Software and data items asserted by the Corporation and/or I Squared. With respect to those delivered Software and "technical data" items owned by the Corporation and/or owned by I Squared that are used by the Corporation in its business, the U.S. Government has only the Corporation's standard commercial license, or "Limited rights" or "Restricted rights" or "Unlimited Rights" licenses (as such terms are defined and used in FAR 52.227-14 or its equivalent) in such as is specifically set forth in Section 3.17(d) of the Corporation Letter, and any such respective rights do not have a Material Adverse Effect on the continued operation of the business of the Corporation. As to those specific Software and "technical data" items identified in Section 3.17(d) of the Corporation Letter which have been delivered to a Governmental Authority, the Corporation or I Squared, as applicable, has asserted the rights set forth in Section 3.17(d) of the Corporation Letter and, as of the Closing Date, the U.S. Government has not objected to or otherwise challenged any such assertions. The "Asserted Rights Categories" described in Section 3.17(d) of the Corporation Letter are adequately supported by the facts related to the development and delivery of the Software in question, are consistent with the applicable Laws and regulations governing the assertion of such rights, and the assertions of such rights have been made in accordance with applicable contractual and regulatory requirements. The Corporation has provided to the U.S. government or any other Person no greater Intellectual Property rights to use third party materials or Intellectual Property than have been granted to the Corporation.

(e) Adverse Effect. The Transactions contemplated by this Agreement will not result in any termination, loss or impairment of any Intellectual Property nor require payment of any fee to owners of any Intellectual Property licensed to the Corporation.

(f) Encumbrances. Except for Government Data Rights referenced in Section 3.17(d) or as disclosed in Section 3.17(f) of the Corporation Letter, the Corporation has not assigned, hypothecated or otherwise encumbered title in and to any of its owned or licensed Intellectual Property and is not obligated to pay any further sums to another Person for the use of such Intellectual Property. The Corporation has no Contract to pay any former or current employee or consultant any sums for the Corporation's use of any Intellectual Property. No directors, employees, consultants, contract workers, former directors, former employees, former consultants or former contract workers have any rights or claims to any of the Corporation's rights to its Intellectual Property.

(g) Infringement. The Corporation owns or has the right to use all Intellectual Property used in or required to conduct its business as conducted since December 31, 2004. Following the Closing Date, the Corporation together with Parent will own or have the right to use all Intellectual Property necessary for the Corporation to (x) continue to conduct its business as conducted immediately prior to the Closing Date, and (y) perform the Corporation's current obligations under all Contracts to which the Corporation is a party and perform the Corporation's future obligations under any bid or proposal (or series of related bids or proposals) for Contract submitted by the Corporation to any other Person should such bid or proposal be accepted. The use or other exploitation of any Intellectual Property used in and/or necessary for the current and/or planned operation of the Corporation's business does not and will not infringe or misappropriate any Intellectual Property right of a third party, and to the Corporation's knowledge, there are and have been no infringements or misappropriations by any other party of any Intellectual Property owned by the Corporation or transferred to Parent pursuant to the Asset Purchase Agreement. Neither the Corporation nor I Squared has received any notice either (i) alleging that the conduct of the Corporation's business infringes or misappropriates any Intellectual Property rights of a third party, or (ii) inviting the Corporation or I Squared to consider licensing any Intellectual Property rights of a third party. There are no Claims or Actions pending, or to the Corporation's Knowledge, threatened, which challenge the validity,

enforceability or ownership of any Intellectual Property owned by the Corporation or any Intellectual Property transferred to Raytheon pursuant to the Asset Purchase Agreement. There are no Claims or Actions pending or, to the Corporation's Knowledge, threatened against any Person, who would be entitled to indemnification by the Corporation for such Claims, that a deliverable delivered by the Corporation to such Person infringes any other Person's Intellectual Property. The Corporation has not entered into any Contract to indemnify any other party against any charge of infringement that a deliverable delivered by the Corporation to such party infringes a third party's Intellectual Property. The Corporation has not been sued at any time for infringing any Intellectual Property of another Person.

(h) Know-How. Except for Government Data Rights referenced in Section 3.17(d) or as disclosed in Section 3.17(h) of the Corporation Letter, there have been no disclosures by the Corporation or any of its Affiliates, to any other Person, other than disclosures to Government Authorities under obligation of confidentiality or other Persons who are bound to hold such information in confidence pursuant to confidentiality agreements or otherwise by operation of law, of any algorithms, process, technique, formula, research and development results or other know-how relating to the business of the Corporation, the unauthorized public disclosure of which could have a Material Adverse Effect.

(i) Protection. The Corporation has taken other commercially reasonable measures to (I) protect the proprietary nature of the Intellectual Property (x) used or planned for use in the operation of its business, or (y) Intellectual Property entrusted to the Corporation by third parties, and (ii) ensure the physical and electronic protection of its trade secrets, and the trade secrets entrusted to the Corporation by third parties, from unauthorized disclosure, use or modification, including, the implementation and enforcement of policies requiring each employee or independent contractor, or former employee or independent contractor, that has or had access to trade secrets or who does or did participate in the development of the Corporation's Intellectual Property, to execute an agreement which is adequate to protect the Corporation's proprietary rights therein and to assign all rights in the Intellectual Property to the Corporation, and all such current and former employees and contractors of the Corporation have executed such agreements. All current employees of the Corporation have executed a Terms of Employment instrument in the form attached hereto as **Exhibit G**, and all current independent contractors of the Corporation have signed a consulting agreement which contains similar provisions with respect to the protection of the Corporation's Intellectual Property as contained in the Terms of Employment instrument. To the Corporation's Knowledge, no material breach or other violation of such policies or agreement (including, without limitation, any breach or violation that materially lessens the value of any material trade secret of the Corporation) exists. The Corporation has an unqualified right to use all trade secrets and other proprietary information currently used in its business. Except for Government Data Rights referenced in Section 3.17(d), such trade secrets and all other proprietary information material to the Corporation's business are not part of the public knowledge or literature and, to the Corporation's Knowledge, such trade secrets and all other proprietary information material to its business have not been used, divulged or appropriated either for the benefit of any third party or to the detriment of the Corporation.

(j) Joint Ownership. The Corporation is not a party to any jointly owned Intellectual Property where an accounting is due to a joint owner for any exploitation of such Intellectual Property.

(k) No Embedded Third Party Software. No Intellectual Property used or owned by the Corporation contains or requires to function any software or software code ("**Third Party Software**") that is owned by or proprietary to any third party, including any Third Party Software that is a part of, embedded in, linked to (whether by static or dynamic linking) or otherwise incorporated in or into such Intellectual Property, except for Third Party Software that is identified as such in (a) a log-on flash screen or "About" file embedded in such Intellectual Property that is displayed to or readily accessible by a normal end-user thereof and/or (b) as disclosed in Section 3.17(k) of the Corporation Letter. For clarity, this Section 3.17(k), and the term "Third Party Software," applies to and includes, COTS Software, so-called

"FOSS" or "free" or "open source" software and any other software or software code owned by or proprietary to any third party, whether or not separately compilable or separately available.

(l) No Viruses. Except as indicated on Section 3.17(l) of the Corporation Letter, the Corporation has used its reasonable efforts and up-to-date versions of commercially available anti-virus products and services to ensure that (a) all Intellectual Property used or owned by the Corporation does not and shall not contain any code, feature or function designed to (i) disable such Intellectual Property or render it incapable of processing data or (ii) enable the Corporation or any third party to (A) discontinue the effective use by the Parent or its Subsidiaries of any such Intellectual Property; (B) access, erase, destroy, corrupt or modify any data without Parent's or Sub's knowledge and consent; or (C) bypass any internal or external security measure without Parent's prior knowledge and consent, in each case, other than any code, feature or function designed for rendering computer network operations services, information assurance and cybersecurity technology services relating to information leakage detection and prevention, insider communications and threat detection, internet/intranet usage monitoring and external network surveillance ("Virus"), and (b) all such Intellectual Property is free from all known Viruses. The Corporation shall immediately provide to Parent and Sub written notice in reasonable detail upon becoming aware of the existence of any Virus or any of the foregoing features or functions contained in Intellectual Property used or owned by the Corporation. In the event the Corporation, Parent, or Sub discovers the existence of any Virus or other such feature or function in such Intellectual Property, the Corporation shall cooperate with Parent and Sub, at the Corporation's expense, to effect the prompt removal of the same from and repair of any files or data corrupted or otherwise damaged or infected thereby.

3.18 Taxes.

(a) (i) The Corporation has timely filed all Tax Returns, taking into account any properly granted extensions of time to file, with the appropriate taxing authorities required to have been filed, and such Tax Returns are correct and complete in all material respects; (ii) all Taxes due and owed by the Corporation, whether or not shown on any Tax Return, have been timely paid; (iii) the Corporation and its officers, directors or any employee responsible for Tax matters have complied in all material respects with all rules and regulations relating to the withholding of Taxes and the remittance of withheld Taxes in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party; (iv) the Corporation has not waived any statute of limitations in respect of its Taxes or agreed to any extension of time with respect to a Tax assessment of deficiency; (v) no withholding is required under Section 1445 of the Code in connection with the consummation of the Transactions; (vi) to the Corporation's Knowledge, the Corporation has not engaged in any transaction that would constitute a "tax shelter", a "reportable transaction", a transaction substantially similar to a "tax shelter" or "reportable transaction" within the meaning of Section 6011, 6662A or 6662 of the Code and the Regulations thereunder and similar state or local Tax statutes and that has not been disclosed on an applicable Tax Return; (vii) the Corporation has not submitted a request for a ruling to the IRS or a state tax authority; (viii) the Corporation has not at any time made, changed or rescinded any express or deemed election relating to Taxes that is not reflected in any Tax Return; (ix) the Corporation has not at any time changed any of its methods of reporting income or deductions for Tax purposes from those employed in the preparation of its Tax Returns; (x) the Corporation has not been a member of an affiliated group of corporations within the meaning of Section 1504(a) of the Code that has filed or at any time was required to file a consolidated federal income tax return for any taxable period, and the Corporation has not been a member of an affiliated group of corporations that has filed or at any time was required to file a consolidated, combined or unitary income tax return under provisions of state, local or foreign tax Law comparable to Section 1504(a) of the Code for any taxable period; (xi) the Corporation has (A) no obligation under any Contract with any other Person with respect to Taxes of such other Person, (B) no liability for Taxes of any other Person under Treasury Regulations Section 1.1502-6 (or comparable provision of state, local or foreign tax Law), and (C) no liability for Taxes of any other Person as a transferee or successor, by contract or otherwise; (xii) the

unpaid Taxes of the Corporation (A) do not exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect temporary differences between book and Tax income) set forth or included in the Recent Balance Sheet and (B) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Corporation in filing its Tax Returns; (xiii) no transfer Taxes of any kind will be due and payable by the Corporation as a result of this Agreement; (xiv) no payments by the Corporation to employees required under or contemplated by this Agreement will be non-deductible under Sections 162(a), 162(m) or 280(G) of the Code or other similar provisions of the Code concerning non-deductibility of expenses; (xv) the Corporation is not currently the beneficiary of any extension of time within which to file any Tax Returns; (xvi) there are no liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of the Corporation; (xvii) no officer or director of the Corporation has knowledge that any tax authority intends to assess any additional Taxes for any period for which Tax Returns have been filed; (xviii) no Tax Actions are pending or being conducted with respect to the Corporation; (xix) the Corporation has not received from any taxing authority (including jurisdictions in which the Corporation has not filed Tax Returns) any (A) notice indicating an intent to open an audit or other review, (B) request for information related to Tax matters or (C) notice of deficiency or proposed adjustment for any amount of Tax, proposed, asserted or assessed by any taxing authority against the Corporation; (xx) the Corporation is not a party to or bound by any Tax Sharing Agreement; (xxi) the Corporation has not distributed stock of another Person nor has had its stock distributed by another Person in a transaction that was purported or intended to be governed in whole or in part by Sections 354, 355 or 361 of the Code; (xxii) the Corporation has been a C corporation at all times since its initial incorporation and the Corporation will be a C corporation through the Closing Date; (xxiii) the Corporation will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (A) change in method of accounting for a taxable period ending on or prior to the Closing Date under Section 481 of the Code or similar state and local Tax Law, (B) any "closing agreement" as described in Section 7121 of the Code or similar state or local Tax Law executed on or prior to the Closing Date, (C) installment sale or open transaction disposition made on or prior to the Closing Date, (D) prepaid amount received on or prior to the Closing Date, (E) any item having been reported on the completed contract method of accounting or the percentage of completion method of accounting, or (F) other action taken prior to the Closing Date.

(b) Section 3.18(b) of the Corporation Letter lists (i) all Tax Returns filed for taxable periods ended on or after December 31, 2004 for or on behalf of the Corporation, (ii) indicates those Tax Returns that have been audited, (iii) indicates those Tax Returns that currently are the subject of audit and (iv) indicates those Tax Returns that must be filed and their due dates for a Tax period or year commencing before and ending before or after the Closing Date. The Corporation has delivered to Parent and Sub correct and complete copies of all income, franchise, sales, use, property, business license and payroll Tax Returns filed by or on behalf of the Corporation, examination reports and statements of deficiencies assessed against or agreed to by the Corporation since December 31, 2004.

3.19 Real Property.

(a) The Corporation does not currently own, nor has it ever owned, any real property.

(b) Section 3.19(b) of the Corporation Letter sets forth a true, correct and complete list of all leases, subleases and other agreements (collectively, the "**Real Property Leases**") under which the Corporation uses or occupies or has the right or obligation to use or occupy or pay rent or other fees for use thereof, now or in the future, any real property (the land, buildings and other improvements covered by the Real Property Leases being hereinafter referred to as the "**Leased Real Property**") which list includes the true, correct and complete property address, square footage and lease expiration date of each respective Real Property Lease, together with details of any security deposit and other prepaid amounts owing in respect of each Real Property Lease. The Corporation has heretofore delivered or made available to Parent

and Sub true, correct and complete copies of all Real Property Leases, including all modifications, amendments and supplements thereto. Each Real Property Lease is valid, binding and in full force and effect, and as of the Closing, all amounts currently owing pursuant to the Real Property Leases will have been paid in full. The Corporation is not, and to the Corporation's Knowledge no other party is, in default or breach in any material respect under any Real Property Lease and, to the Corporation's Knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default or breach thereunder. The Corporation has not received notice of, nor to the Corporation's Knowledge, has there been any threatened default by any landlord or tenant under any Real Property Lease or under any subordinate transfer under a Real Property Lease. All required Consents of, filings with, or notices to, any party to any of the Real Property Leases in connection with the Transactions have been completed or will be completed by the Closing Date. The Corporation has received any and all tenant improvements allowances or other sums due and payable to the Corporation under the Real Property Leases. All of the land, buildings, structures, plants, facilities and other improvements used by the Corporation in the conduct of its business are included in the Leased Real Property.

(c) The Corporation has not received notice of any pending, or to the Corporation's Knowledge, are there any threatened, condemnation, eminent domain or similar proceedings affecting the Leased Real Property, any improvements thereon or any portion thereof. The Corporation has not received notice that there are any pending, or to the Corporation's Knowledge, have there been any, threatened requests, applications or proceedings to alter or restrict any zoning or other use restrictions applicable to the Leased Real Property, any improvements thereon or any portion thereof. There are no adverse parties in possession of the Leased Real Property or any portion or portions thereof, and on the Closing Date the Corporation's interests in the Leased Real Property will be free and clear of any and all leases, licenses, occupants or tenants.

(d) Collectively, the Leased Real Property is adequate for the operation of the business of the Corporation as presently conducted and, there are no conditions existing or Claims or Actions pending or, to the Corporation's Knowledge, threatened that would materially impair the adequacy of the Leased Real Property for that purpose.

(e) The Leased Real Property has direct and unobstructed access to electric, gas, water, sewer and telephone lines, all of which are adequate for the uses to which the Leased Real Property is currently devoted and intended to be devoted by the Corporation.

(f) No third-party Claim has been made against the Corporation or, the Corporation's Knowledge, against the landlord under any Real Property Lease based on an event or circumstance occurring on the Leased Real Property or relating to the Corporation's use and occupancy of the Leased Real Property, and no event or circumstance has occurred that could give rise to such a third-party Claim.

3.20 Environmental Matters.

(a) (i) No notice, notification, demand, request for information, citation, summons or order has been received by the Corporation, no penalty has been assessed against the Corporation, and no Claim or Action (or any basis therefor) is pending or is threatened by any Governmental Authority or other Person with respect to any matters relating to the Corporation and relating to or arising out of any Environmental Law;

(ii) no complaint has been filed with respect to any matters relating to the Corporation and relating to or arising out of any Environmental Law;

(iii) there are no liabilities of the Corporation of any kind whatsoever whether accrued, contingent, absolute, determined, determinable or otherwise, arising under or relating to any Environmental Law, and to the Corporation's Knowledge, there are no facts, conditions, situations or set of circumstances that would reasonably be expected to result in or be the basis for any such liability;

(iv) the Corporation is and has been in compliance with all Environmental Laws in all material respects; and has obtained and is in compliance with all Environmental Permits in all material respects; and

(v) the Corporation has never performed or subcontracted for performance any asbestos removal, repair or abatement activities with respect to any contract, its own facilities or otherwise.

(b) There has been no environmental investigation, study, audit, test, review or other analysis conducted in relation to the business of the Corporation or any property or facility now or previously owned, leased, used, or operated by the Corporation which has not been delivered to Parent and Sub prior to execution of this Agreement.

(c) The Corporation has not released, disposed of, transported, stored, generated or arranged for the transportation or disposal of, any Hazardous Materials to, at or upon any location.

(d) For purposes of this Section 3.20, the following terms shall have the meanings set forth below:

"**Corporation**" shall include any entity which is, in whole or in part, a predecessor of the Corporation;

"**Environmental Laws**" means any federal, state, local and foreign law, treaty, judicial decision, regulation, rule, judgment, order, decree or governmental restriction or requirement or any Contract with any Governmental Authority, whether now or hereinafter in effect, relating to the environment or to pollutants, contaminants, wastes or chemicals or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substances, wastes or materials, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., the Occupational, Safety and Health Act, 29 U.S.C. 651, et seq., the Clean Air Act, 42 U.S.C. 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, the Safe Drinking Water Act, 42 U.S.C. 300f, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. 1802 *et seq.* and the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 *et seq.*, and other comparable federal, state, local and foreign laws and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder;

"**Environmental Permits**" means all permits, licenses, franchises, certificates, approvals and other similar authorizations of Governmental Authorities relating to or required by Environmental Laws and affecting the business of the Corporation as currently conducted; and

"**Hazardous Materials**" means any substance, material, liquid or gas defined or designated as hazardous or toxic (or by any similar term) under any Environmental Law, or any other regulated material that could result in the imposition of liability under any Environmental Law, including, without limitation, petroleum products and friable materials containing more than one percent asbestos by weight.

3.21 Insurance Coverage.

Section 3.21 of the Corporation Letter lists all insurance policies and fidelity bonds relating to the assets, properties, business, operations, employees, officers or directors of the Corporation or that are otherwise maintained by the Corporation (the "**Corporation Policies**") (specifying the insurer, the policy number or covering note number with respect to binders and the limits, and the aggregate limit, if any, of the insurer's liability thereunder), and the Corporation has provided Parent and Sub with (or access to) true and complete copies of all such Corporation Policies. The Corporation Policies are in full force and effect. There is no Claim by the Corporation pending under any of such Corporation Policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds or in respect of which such underwriters have reserved their rights. There are no facts or occurrences of any events that are reasonably likely to form the basis for any Claim against the Corporation which will not be fully covered by such policies. All premiums payable under all such Corporation Policies have been timely paid, and the Corporation otherwise has complied in all material respects with the terms and conditions of all such policies and bonds. Section 3.21 of the Corporation Letter also indicates the dates since such Corporation Policies have been in effect. The Corporation has not received notice of any threatened termination of, material premium increase with respect to, or material alteration of coverage under, any of such Corporation Policies.

3.22 Employee Benefit Plans.

(a) Section 3.22(a) of the Corporation Letter contains a correct and complete list identifying (i) each "employee benefit plan," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("**ERISA**") and (ii) 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, other welfare 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 Corporation or any ERISA Affiliate and covers any director, officer, employee or independent contractor or former director, officer, employee or independent contractor of the Corporation, or with respect to which the Corporation or any ERISA Affiliate has any liability, whether direct or indirect, actual or contingent, whether formal or informal, and whether legally binding or not. Such plans are referred to herein individually as an "**Employee Plan**" and collectively as the "**Employee Plans.**" For purposes of this Section 3.22, "**ERISA Affiliate**" of any Person means any other Person that, together with such Person, would be treated as a single employer under Section 414 of the Code.

(b) With respect to each Employee Plan, the Corporation has delivered to Parent and Sub (to the extent such document exists) correct and complete copies of the current plan document and summary plan description, the most recent determination letter received from the Internal Revenue Service, if any, the Form 5500 Annual Report which has been filed for each of the three most recent years prior to the Closing Date, results of testing for compliance with all applicable Laws pertaining to coverage, non-discrimination, top-heavy status, limits on contributions and benefits, and tax deductibility of contributions for each of the three most recent years prior to the Closing Date, documentation of all actions taken to correct any instances of possible noncompliance with Laws under voluntary correction procedures of the Internal Revenue Service or Department of Labor, including self-corrections, within the six years prior to the Closing Date, and all trust agreements, insurance contracts, and other funding agreements that implement such Employee Plan. The Corporation has delivered to Parent and Sub all correspondence for

the six years prior to the Closing Date to and from any Governmental Authority that initiated an inquiry, investigation, or audit of any Employee Plan.

(c) Neither the Corporation nor any ERISA Affiliate contributes to or maintains, or has ever contributed to or maintained, any plan that constitutes or constituted a "**multiemployer plan**," as defined in Section 3(37) of ERISA, or that is or was subject to Title IV of ERISA.

(d) Each Employee 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 holding funds of an Employee Plan is, and has been since its formation, exempt from tax pursuant to Section 501(a) of the Code. To the Corporation's Knowledge, no event or circumstance has occurred since the date of such determination that would jeopardize the qualification of the Employee Plans. Each Employee Plan and related trust, if any, have at all times been maintained, operated, and administered (including the filing and distribution of all required reports and descriptions) in compliance in all material respects with its terms and with the requirements prescribed by any and all Laws, including ERISA and the Code, which are applicable to such Employee Plan. Each Employee Plan providing deferred compensation or benefits subject to Section 409A of the Code, including applicable transitional guidance, has been operated in compliance with the applicable requirements of Section 409A of the Code at all times at which Section 409A of the Code applies to such Employee Plan.

(e) Except as required by the terms of the Corporation 401(k) Plan incident to its termination, the consummation of the Transactions will not (i) entitle any current or former employee or independent contractor of the Corporation to severance pay, unemployment compensation or any payment contingent upon a change in control or ownership of the Corporation, 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 or enhance the amount or benefits payable or provided under, or trigger any other material obligation pursuant to, any Employee Plan. There is no Contract covering any employee or former employee of the Corporation or any ERISA Affiliate that, individually or collectively, could give rise to the payment of any amount that would not be deductible pursuant to the terms of Sections 162(m) or 280G of the Code.

(f) To the Corporation's Knowledge, the Corporation has no liability with respect to post retirement health, medical or life insurance benefits or other welfare benefits for retired, former or current employees of the Corporation, other than pursuant to the terms of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(g) There has been no amendment to, written interpretation or announcement (whether or not written) by the Corporation or any of its Affiliates to any current or former employee of the Corporation relating to, or any change in employee participation or coverage under, any Employee Plan which (i) is not in accordance with the written or otherwise preexisting terms and provisions of such Employee Plan or (ii) would increase materially the expense of maintaining such Employee Plan above the level of the expense incurred in respect thereof for the Corporation's fiscal year ended on December 31, 2007.

(h) All contributions and payments accrued under each Employee Plan, other than the spending account liabilities under the Corporation's cafeteria plan, determined in accordance with prior funding and accrual practices, as adjusted to include proportional accruals for the period ending at the Closing Date, have been discharged and paid on or prior to the Closing Date except to the extent accounted for as a liability and taken into account in determining the Working Capital and reflected in the Estimated Working Capital Adjustment Statement.

(i) There is no pending or, to the Corporation's Knowledge, threatened or contingent Claim or Action against the Corporation relating to any Employee Plans, except for claims for benefits which are payable in the ordinary course.

(j) No Employee Plan, nor any trust created thereunder, nor, to the Corporation's Knowledge, any trustee or administrator thereof, has engaged in a transaction with such Employee Plan or with a party in interest, as defined in Section 3(14) of ERISA, that constitutes a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or that would subject such Employee Plan, trust, trustee, administrator or party in interest to a penalty imposed by Title I, Part 5 of ERISA.

3.23 Employees.

(a) Section 3.23(a) of the Corporation Letter sets forth a true and complete list as of the date of this Agreement of (i) the names, titles, annual salaries, bonus and other compensation of all employees, directors and officers of the Corporation and the wage rates for all non-salaried employees of the Corporation (by classification) and (ii) the names of all independent contractors or consultants and the terms and conditions pursuant to which they are compensated. None of the officers of the Corporation, nor to the Corporation's Knowledge, none of the employees, contractors or consultants of the Corporation intends to resign, retire or discontinue his or her relationship with the Corporation as a result of the Transactions or otherwise within one year after the Closing Date. The Corporation is not a party to any employment contract with any of its officers or employees with respect to such person's employment and the employment of each employee and the engagement of each independent contractor of the Corporation is terminable at will, without any penalty, liability or severance obligation incurred by the Corporation. To the Corporation's Knowledge, no employee or independent contractor of the Corporation is in violation of any term of any employment contract, confidentiality or other proprietary information disclosure agreement or any other Contract relating to the right of any such employee to be employed by the Corporation.

(b) The Corporation has fully complied with the requirements of the Immigration Reform and Control Act of 1986, as amended, and other United States immigration Laws related to the verification of citizenship or legal permission to work in the United States with respect to all of the employees of the Corporation.

3.24 Labor Matters.

(a) The Corporation is in material compliance with all currently applicable Laws respecting employment and employment practices, including provisions relating to wages and hours, safety and health, work authorization, equal employment opportunity, immigration and the withholding of income taxes, unemployment compensation, worker's compensation, employee privacy and right to know and social security contributions. The Corporation is not engaged in any unfair labor practice, and (other than for wages earned in the ordinary course of business during the payroll period immediately preceding the Closing Date, the liability for payment of which shall be taken into account in determining the Working Capital and reflected in the Estimated Working Capital Adjustment Statement) there exists no basis for the assessment of any unpaid wages with respect to any Corporation employee.

(b) The Corporation is not in violation of the Procurement Integrity Act, 41 U.S.C. Section 423, or any related statutes or regulations, such as 18 U.S.C. Sections 207 and 208, governing the employment or use of former government employees. The Corporation has in place adequate processes to ensure compliance with government restrictions on employment and use of former government employees, including but not limited to the Procurement Integrity Act and FAR Part 3.1.

(c) There is no unfair labor practice complaint pending or, to the Corporation's Knowledge, threatened against the Corporation before the National Labor Relations Board, Department of Labor, Equal Employment Opportunity Commission or any other Governmental Authority. The Corporation is not now and since its inception has not been bound by or party to any collective bargaining agreement or other Contract with any labor organization or other representative of any of the employees of the Corporation. There currently is no labor strike, slowdown, lockout or stoppage or union organization campaign, election or similar action pending or, to the Corporation's Knowledge, threatened against or affecting the Corporation.

(d) As of the Closing Date, the Corporation has not incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act, as it may be amended from time to time, or similar applicable state Law; nor has the Corporation taken any action prior to the Closing Date which could result in any such liability or obligation to the Corporation within the six-month period immediately following the Closing Date if, during such six-month period, only terminations of employment in the normal course of operations occur.

3.25 Books and Records.

The Corporation has maintained business records with respect to the assets and its business and operations which are true, accurate and complete in all material respects, and there are no material deficiencies in such business records. The Corporation does not have any of its primary records, systems, controls, data or information which are material to the operation of its business recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether or not computerized) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of the Corporation.

3.26 Accounts Receivable and Order Backlog.

(a) Except (i) as set forth in Section 3.26(a)(i) of the Corporation Letter and (ii) for the reserve for doubtful accounts to be taken into account in determining the Working Capital and reflected in the Estimated Working Capital Adjustment Statement, all accounts receivable, unbilled work in process and other debts due or recorded in the financial statements of the Corporation as being due to the Corporation as of the Closing Date were actually made in the ordinary course of business and will be good and collectible in full in the ordinary course of business. None of such accounts receivable or other debts is, at the Closing Date, subject to any defense, counterclaim or set-off. The Corporation has delivered to Parent and Sub a complete and accurate list of all receivables of the Corporation as of December 31, 2007, a copy of which is attached to Section 3.26(a)(ii) of the Corporation Letter.

(b) A true and complete list of (i) the backlog in respect of all firm product and service purchase orders and contracts for the sale of goods or the delivery of services by the Corporation to persons other than Governmental Authorities, and (ii) the backlog in respect of all firm funded product and service purchase orders and contracts for the sale of goods or the delivery of services by the Corporation to Governmental Authorities, in each case pending as of February 29, 2008, is set forth in Section 3.26(b) of the Corporation Letter.

3.27 Ceiling Remaining.

Section 3.27 of the Corporation Letter lists all active customer Contracts of the Corporation as of February 29, 2008, with ceiling remaining and accurately specifies the ceiling remaining for each such Contract. The Corporation has not exceeded the billing ceiling on any of its active Contracts and adequate ceiling value remains on each of such active contracts to bill (a) any rate overages or other balances relating

to such Contracts that are recorded in the unbilled accounts receivable balance listed in the Interim Balance Sheet as well as (b) any billings to such Contracts that will result from work performed from February 29, 2008 through the Closing Date.

3.28 Customers.

Section 3.28 of the Corporation Letter lists the names of and describes all Contracts with and the percentage of business attributable to the ten largest Corporation end-users or other customers based on revenue received for the 12-month period ended December 31, 2007. For purposes of this Agreement, the term "end-users or other customers" means the particular government department, agency, branch, division or command, or any other similar subdivision of the government that is the direct recipient of the services rendered by the Corporation. Since December 31, 2007, no end-user or other customer has ceased doing business with the Corporation or materially decreased the amount of business it does with the Corporation. The Corporation has not received any written communication or other notice from any end-user or other customer that it intends to cease doing business with the Corporation or decrease the amount of business it does with the Corporation by an amount equal to or greater than ten percent, whether as a result of any announcement of the Transactions or otherwise.

3.29 Customer or Third Party Approval.

The work substantially completed by the Corporation prior to the Closing Date which will require either customer or third party approval or acceptance but which has not yet received the required customer or third party approval or acceptance will meet all material requirements and specifications of the applicable Contract as modified through the Closing Date.

3.30 Absence of Unlawful Payments.

None of (a) the Corporation, (b) any stockholder, director or officer of the Corporation, nor, (c) to the Corporation's Knowledge, any employee, agent or other Person acting on behalf of the Corporation: (i) has used any corporate or other funds for unlawful contributions, payments, gifts or entertainment; made any unlawful expenditures relating to political activity to government officials or others or established or maintained any unlawful or unrecorded funds; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; or violated any provision of the FCPA; or (iii) has accepted or received any unlawful contributions, payments, gifts or expenditures.

3.31 Product or Service Liability.

Since January 1, 2005, there has been no Claim or Action, by or before any Governmental Authority pending or, to the Corporation's Knowledge, threatened against or involving the Corporation relating to (a) any products of or services performed by the Corporation and alleged to have been defective or improperly rendered or not in compliance with contractual requirements, or (b) any products or software delivered or sold by the Corporation which are defective or not in compliance with contractual requirements.

3.32 Product Warranty.

Each product manufactured, sold, leased or delivered by the Corporation has been in conformity in all material respects with all applicable contractual commitments and all express and implied warranties, and the Corporation has no material liability (and to the Corporation's Knowledge, there is no basis for any present or future Claim against it giving rise to any liability) for replacement or repair thereof or other damages in connection therewith, except for claims arising in the normal course of business, which in the

aggregate, are not material to the financial condition of the Corporation.

3.33 Finders' Fees.

Except as set forth in Section 3.33 of the Corporation Letter, no broker, finder, agent or similar intermediary has acted on behalf of the Corporation or the Stockholders' Agent in connection with this Agreement or the transactions contemplated hereby, and there are no brokerage commissions, finders' fees or similar fees or commissions payable by the Corporation or the Stockholders' Agent in connection therewith based on any Contract with the Corporation.

3.34 Bank Accounts and Powers of Attorney.

Set forth in Section 3.34 of the Corporation Letter is an accurate and complete list showing (i) the name and address of each bank or other depository with which the Corporation has an account or safe deposit box, the number of any such account or any such box and the names of all Persons authorized to draw thereon or to have access thereto, and (ii) the names of all Persons, if any, holding powers of attorney from the Corporation and a summary statement of the terms thereto.

3.35 State Takeover Laws; Charter Provisions.

The Corporation has taken all necessary action to exempt the transactions contemplated by this Agreement from, or if necessary to challenge the validity or applicability of, any applicable "moratorium," "fair price," "business combination," "control share," or other anti-takeover Laws (collectively, "Takeover Laws"). The Corporation has taken all action so that the entering into this Agreement and the consummation of the Merger and the other Transactions do not and will not result in the grant of any rights to any Person under the Governing Documents or restrict or impair the ability of Parent or Sub to vote, or otherwise to exercise the rights of a Stockholder with respect to, shares of Capital Stock that may be directly or indirectly acquired or controlled by them.

3.36 Fairness of Consideration.

The Per Share Closing Consideration has been negotiated by the Corporation at arm's length, and the Corporation is not under any compulsion to enter into this Agreement, and based thereon and upon the warranties and representations of the parties to this Agreement, the Corporation in good faith believes that the Per Share Closing Consideration to be tendered by Parent for each share of Capital Stock, will be approximately equal to the fair market value of a share of Capital Stock.

3.37 Effect of the Transaction.

No creditor, employee, consultant or customer or other Person having a material business relationship with the Corporation has informed the Corporation that such Person currently intends to change the relationship because of this Agreement or because of any of the transactions contemplated hereby, nor, to the Corporation's Knowledge, is there any such intent.

3.38 Material Statements and Omissions.

(a) No representation or warranty made by the Corporation contained in this Agreement or in any certificate, document or other instrument furnished or to be furnished by the Corporation pursuant to the terms hereof nor the Corporation Letter contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact required to make any statement contained herein or therein, in light of the circumstances in which they were made, not misleading.

(b) None of the information supplied or to be supplied by the Corporation or any of its Affiliates for inclusion in or incorporated by reference in the Information Statement will, at the date the Information Statement is mailed to the Stockholders or at the time the Requisite Stockholder Approval is obtained, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT AND SUB

Parent and Sub, jointly and severally, represent and warrant to the Corporation the following matters both as of the date of this Agreement and as of the Closing Date (except to the extent that a representation or warranty expressly states that such representation or warranty is current only as of an earlier date or as of the date of this Agreement):

4.01 Corporate Existence and Power.

Each of Parent and Sub is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all corporate powers and all Permits and Consents required to carry on its business as now conducted, except for those licenses, authorizations, permits, consents and approvals the absence of which would not have a Parent MAE. For purposes of this Agreement, the term "**Parent MAE**" means any change or effect that is materially adverse or unfavorable on the business, assets, properties, prospects, results of operations or condition (financial or otherwise) of Parent, Sub, and its other subsidiaries taken as a whole, or on the ability of Parent or Sub to consummate the Transactions under this Agreement.

4.02 Corporate Authorization; Binding Effect.

Each of Parent and Sub has all requisite corporate power and corporate authority required to enter into the Transaction Documents and to consummate the Transactions. The execution and delivery of this Agreement by each of Parent and Sub and the consummation of the Transactions by each of Parent and Sub have been duly authorized by all necessary corporate action on the part of Parent and Sub. This Agreement has been duly executed and delivered by each of Parent and Sub and constitutes a valid and binding agreement of each of Parent and Sub enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.03 Governmental Authorization.

Other than any novation agreement with the U.S. government to which each of Parent and/or Sub will be a party in connection with the Transactions, no Consent of, filing with, or notice to, any Governmental Authority or other Person, including the filing of any pre-merger notice under or pursuant to the HSR Act, is required in connection with this Agreement and each of the Transaction Documents to which each of Parent and/or Sub is a party, and the consummation by each of Parent and Sub of the Transactions.

4.04 Non-contravention.

The execution and delivery of this Agreement and the other Transaction Documents by each of Parent and Sub, the performance by each of Parent and Sub of its obligations thereunder and the

consummation of the Transactions do not and will not (a) contravene or conflict with the certificate of incorporation or bylaws of each of Parent and Sub, (b) assuming compliance with the matters referred to in Section 4.03, contravene or conflict with any applicable Law binding upon or applicable to each of Parent and Sub in any material respect, or (c) require notice or constitute a default under, or give rise to any right of termination, amendment, cancellation or acceleration of any right or obligation of each of Parent and Sub or to a loss of any benefit to which each of Parent and Sub is entitled under, any Contract binding upon Parent and/or Sub, except as would not have a Parent MAE or (d) result in the creation or imposition of any Lien on any assets of Parent and/or Sub, with such exceptions, in the case of clauses (c) and (d), as would not, individually or in the aggregate, have a Parent MAE or materially adversely affect the Transactions.

4.05 No Prior Activities.

Sub has not incurred nor will it incur any liabilities or obligations, except those incurred in connection with its organization and with the negotiation of this Agreement and the performance hereof, and the consummation of the Transactions contemplated hereby, including the Merger. Except as contemplated by this Agreement, Sub has not engaged in any business activities of any type or kind whatsoever, or entered into any agreements or arrangements with any Person, or become subject to or bound by any obligation or undertaking. All of the issued and outstanding shares of capital stock of Sub are validly issued and owned by Parent, free and clear of all Liens (other than those created by this Agreement and the Transactions contemplated hereby).

ARTICLE V
CONDITIONS TO CLOSING

5.01 General Conditions.

The respective obligations of each party to this Agreement to consummate the Transactions shall be subject to the following conditions, unless waived in writing prior to the Closing Date by such party:

(a) Stockholder Approval. The Requisite Stockholder Approval shall have been obtained.

(b) No Actions or Orders. No action shall have been taken, and no Law shall have been enacted, entered, promulgated or enforced (and not repealed, superseded, lifted or otherwise made inapplicable), by any Governmental Authority or any other Person which restrains, enjoins or otherwise prohibits the consummation of the Transactions or has the effect of making illegal or otherwise prohibiting the Transactions (each party agreeing to use its reasonable best efforts to avoid the effect of any such statute, rule, regulation or order or to have any such order, judgment, decree or injunction lifted); provided, that this condition may not be invoked by a party if any such action, suit or proceeding was the result of any act or omission by such party.

(c) Third Party Approvals. To the extent required by applicable Law or Contract, all Permits and Consents required to be obtained from, and notices required to be given to, any Governmental Authority, customer or other third party to permit the consummation of the Transactions shall have been received, obtained or given, as the case may be, and shall be in full force and effect.

(d) Escrow Agreement. Parent, the Stockholders' Agent, and the Escrow Agent will have executed and delivered the Escrow Agreement.

5.02 Conditions to Obligations of the Corporation.

The obligations of the Corporation to consummate the Transactions shall be subject to the satisfaction of the following conditions, unless waived in writing prior to the Closing Date by the Corporation:

(a) Representations and Warranties. The representations and warranties set forth in Sections 4.01 and 4.02 shall be true and correct in all material respects. There shall not exist inaccuracies in the representations and warranties of the Parent and Sub set forth in this Agreement (including the representations and warranties set forth in Sections 4.01 and 4.02) such that the aggregate effect of such inaccuracies has, or is reasonably likely to have, a Parent MAE; provided, that, for purposes of this sentence only, those representations and warranties which are qualified by references to "material" or "Parent MAE" or to the "knowledge" or words of similar effect of any Person shall be deemed not to include such qualifications.

(b) Covenants. Each of Parent and Sub shall have performed, in all material respects, all obligations and complied, in all material respects, with all covenants required by this Agreement to be performed or complied with by Parent and Sub on or prior to the Closing Date.

(c) Closing Certificate. Each of Parent and Sub shall have executed and delivered to the Corporation a certificate, dated as of the Closing Date and signed by an officer of Parent or Sub, as applicable, evidencing compliance with Sections 5.02(a) and (b).

(d) Corporate Approval. Each of Parent and Sub shall have delivered to the Corporation certified resolutions of its board of directors evidencing approval of this Agreement and the Transactions, and resolutions of Parent as the sole stockholder of Sub, approving this Agreement and the Merger.

(e) Broker's Fee Payment. Parent shall have paid, on behalf of the Corporation, the Broker's Fee to BB&T Capital Markets by wire transfer of immediately available funds to an account designated by the Corporation in writing on behalf of BB&T Capital Markets.

5.03 Conditions to Obligations of Parent and Sub.

The obligation of each of Parent and Sub to consummate the Transactions shall be subject to the satisfaction of the following conditions, unless waived in writing prior to the Closing Date by Parent and Sub:

(a) Representations. Each of the representations and warranties of the Corporation in Section 3.05 shall be true and correct, in each case at and as of the date of this Agreement and the Closing Date with the same force and effect as though made at and as of the Closing Date (except to the extent a representation or warranty speaks specifically as of an earlier date, in which case as of such date). The representations and warranties set forth in Sections 3.01, 3.02, and 3.18 shall be true and correct in all material respects, in each case at and as of the date of this Agreement and the Closing Date with the same force and effect as through made at and as of the Closing Date. There shall not exist inaccuracies in the representations and warranties of the Corporation set forth in this Agreement (including the representations and warranties set forth in Sections 3.01, 3.02, 3.05 and 3.18) such that the aggregate effect of such inaccuracies has, or is reasonably likely to have, a Material Adverse Effect, in each case at and as of the date of this Agreement and the Closing Date with the same force and effect as through made at and as of the Closing Date; provided, that, for purposes of this sentence only, those representations and warranties which

are qualified by references to "material" or "Material Adverse Effect" or to the "knowledge" or words of similar effect of any Person shall be deemed not to include such qualifications.

(b) Covenants. The Corporation shall have performed, in all material respects, all obligations and complied, in all material respects, with all covenants required by this Agreement to be performed or complied with by each of them on or prior to the Closing Date.

(c) Consents. The Corporation shall have obtained and provided to each of Parent and Sub each approval and consent listed in Schedule 5.03(c), each in form and substance reasonably satisfactory to Parent.

(d) Estoppel Certificates. Each of the landlord consents identified on Schedule 5.03(c) and related estoppel certificates shall have been executed and delivered by the applicable parties thereto (other than Parent and Sub) and the Corporation shall have provided copies to each of Parent and Sub.

(e) Corporate Approval. The Corporation shall have delivered to each of Parent and Sub (i) certified resolutions of its board of directors evidencing approval of this Agreement, the Merger and the Transactions and declaring and authorizing the full payment of the Class A Preferred Dividend and (ii) certified resolutions of the holders of the shares of Capital Stock evidencing their approval of this Agreement and the Merger.

(f) Corporation Debt. The Corporation will not have any outstanding indebtedness in respect of borrowed money on the Closing Date.

(g) Customer Meetings. The Customer Meetings shall have occurred prior to the Closing Date to the satisfaction of Parent.

(h) No Material Adverse Effect. There shall not have occurred after the date hereof any event or events that, individually or in the aggregate, constitute a Material Adverse Effect.

(i) Asset Purchase. The transactions contemplated by the Asset Purchase Agreement shall have been consummated.

(j) Promissory Notes. All principal amounts and interest owed pursuant to the Promissory Notes shall have been repaid and Parent and Sub shall have received an executed Promissory Note Consent from each Stockholder set forth on Schedule 6.13(b).

(k) Consulting Agreement. The Consulting Agreement shall have been terminated, and the Corporation shall have delivered to each of Parent and Sub, evidence of such termination, along with a written acknowledgment from Burns that he has received all fees, compensation, expenses, and any other monies owed thereunder and has no claims against the Corporation with respect to the Consulting Agreement.

(l) Distribution Payment. I Squared shall have released the Corporation from its obligation to make the Distribution Payment and such release shall have been approved by the holders of the requisite number of shares of capital stock of I Squared.

(m) Closing Documents. Each of Parent and Sub shall have received the following agreements and documents, each of which shall be in full force and effect:

(i) a certificate executed on behalf of the Corporation, dated the date of Closing and signed by an executive officer of the Corporation, evidencing compliance with Sections 5.03(a) through (l) hereof;

(ii) written resignations of all directors and officers of the Corporation, effective as of the Closing;

(iii) written termination of each of the powers of attorney set forth in Section 3.34 of the Corporation Letter, which are specified by Parent and/or Sub;

(iv) Noncompetition Agreement, in substantially the form attached as **Exhibit D**, executed by the Person set forth on **Schedule 5.03(m)(iv)** hereto;

(v) (A) Retention, Noncompetition and Confidentiality Agreements, in substantially the form attached as **Exhibit E**, executed by each of the Persons set forth on **Schedule 5.03(m)(v-A)**, and (B) Retention, Noncompetition and Confidentiality Agreements, in substantially the form attached as **Exhibit F**, executed by each of the Persons set forth on **Schedule 5.03(m)(v-B)**;

(vi) evidence satisfactory to each of Parent and Sub of (A) the amendments of the Option Plans required pursuant to Section 6.13(a) have been adopted by the board of directors of the Corporation and are in full force and effect, (B) the termination of all outstanding options granted under the Option Plans that have not been exercised prior to the Closing, and (C) receipt by Parent and Sub of an executed Option Acknowledgment and Release;

(vii) the stock book, stock ledger and minute book of the Corporation;

(viii) (A) a FIRPTA Certificate, dated no more than thirty (30) days prior to the date of Closing and signed by a responsible corporate officer of the Corporation, certifying that the Corporation is not, and has not been at any time during the five years preceding the date of such certification, a United States real property holding company, as defined in Section 897(c)(2) of the Code, and (B) proof reasonably satisfactory to Parent that the Corporation has provided notice of such certification to the IRS in accordance with the provisions of Treasury regulations Section 1.897-2(h)(2);

(ix) (A) certificates from appropriate authorities as to the good standing of the Corporation in the State of Florida and each other jurisdiction in which the Corporation is required to be qualified as a foreign corporation, as of a recent date (but no earlier than the third business day) prior to the Closing, and (B) certificates from appropriate authorities as to the payment of all required fees and Taxes by the Corporation in the State of Florida and each other jurisdiction in which the Corporation is required to be qualified as a foreign corporation, as of a recent date prior to the Closing;

(x) such certificates, documents or other instruments as Parent and Sub may reasonably request evidencing compliance by the Corporation with the terms of this Agreement;

(xi) a certificate, in form and substance satisfactory to Parent and its counsel and executed by an executive officer of the Corporation on behalf of the Corporation, setting forth the Outstanding Capital Stock Number and Pro Rata Portion with respect to the shares of Capital Stock as of the Effective Time;

(xii) the Articles of Merger duly executed by an authorized officer of the Corporation;

(xiii) a certificate executed by an executive officer of I Squared providing that the Corporation is released in its entirety from its obligation to make the Distribution Payment to I Squared and that such release has been approved by the requisite number of shares of capital stock of I Squared (the **"I Squared Distribution Payment Release"**);

(xiv) evidence satisfactory to each of Parent and Sub of the termination of the Tax Sharing Agreement;

(xv) evidence satisfactory to each of Parent and Sub that the Corporation has fully paid the Class A Preferred Dividend to each holder of Class A Preferred Shares;

(xvi) evidence satisfactory to Parent and Sub that all shares of Capital Stock that are subject to Liens immediately prior to the Effective Time are free and clear of all such Liens at the Effective Time; and

(xvii) executed payoff letter from BB&T Capital Markets, in form and substance satisfactory to Parent and Sub, evidencing receipt of the Broker's Fee and acknowledging and agreeing that the Corporation does not owe any amounts to BB&T Capital Markets or any of its Affiliates.

(n) Dissenting Stockholders. The Corporation shall not have received notice from Dissenting Stockholders of their intent to dissent to the Merger with respect to more than 5% of the shares of Capital Stock.

(o) DCAA. The Corporation shall have received official written notification from the Defense Contract Audit Agency ("DCAA"), such as a letter on DCAA letterhead or a DCAA audit report, stating substantially to the effect that the DCAA has approved the provisional rates for 2007 related to the Government Contracts set forth on Schedule 5.03(o).

ARTICLE VI
CERTAIN COVENANTS AND AGREEMENTS

6.01 Actions of the Corporation Pending Closing.

From the date hereof through the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, the Corporation agrees to (a) conduct its business and operations only in the ordinary course and in substantially the same manner as heretofore conducted, (b) use its reasonable best efforts to preserve its business organizations intact, and to retain its present officers and key employees, to preserve the goodwill of customers, suppliers and all other Persons having business relationships with the Corporation, (c) pay its obligations to its creditors in the ordinary course of business, (d) use its reasonable best efforts to maintain and keep its properties and assets in as good repair and condition as at present, ordinary wear and tear excepted, (e) use its reasonable best efforts to prevent the lapse of any material Intellectual Property of the Corporation, (f) operate its business in all material respects in compliance with all applicable Laws, (g) confer with Parent and Sub concerning operational matters of a material nature, (h) maintain in effect and, when necessary, renew the Corporation Policies and to confer with Parent and Sub prior to making any modifications to the Corporation Policies, and (i) immediately after the date hereof, request all Persons who are parties to a mutual non-disclosure agreement with the Corporation, a form of which is attached hereto as Exhibit K (the **"Mutual Non-Disclosure Agreement"**), to return to the Corporation all "Confidential Information" (as such term is defined in the Mutual Non-Disclosure Agreement) provided to such Persons by the Corporation or to certify to the Corporation (in accordance with the terms of the Mutual Non-Disclosure Agreement) the destruction of such Confidential Information provided by the Corporation to such Persons.

Without limiting the generality of the foregoing, prior to the Closing Date, the Corporation shall not, except as expressly contemplated by this Agreement, without the prior written consent of Parent and Sub, directly or indirectly do any of the following:

(i) except to the extent required by the FBCA or other applicable Law, amend or otherwise change the Governing Documents;

(ii) issue or authorize or propose the issuance of, sell, transfer, pledge or dispose of, grant or otherwise create, or agree to issue or authorize or propose the issuance, sale, transfer, pledge, disposition, grant or creation of any additional shares of, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of, its capital stock or any debt or equity securities convertible into or exchangeable for such capital stock;

(iii) purchase, redeem or otherwise acquire or retire, or offer to purchase, redeem or otherwise acquire or retire, any shares of its capital stock;

(iv) enter into any Material Contract; amend any Material Contract other than in the ordinary course of business; terminate or fail to renew any Material Contract except for termination due to the expiration of the term of such Material Contract through no affirmative action of the Corporation; make or enter into a Net Loss Contract; amend or terminate any Contract if the result of such amendment or termination would result in the Contract becoming a Net Loss Contract;

(v) authorize any new capital expenditures or purchase of fixed assets which are in excess of $50,000 individually or $100,000 in the aggregate;

(vi) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, or reclassify, recapitalize, split, combine or exchange any of its shares of capital stock;

(vii) incur or become contingently liable with respect to any indebtedness for borrowed money or guarantee any such indebtedness or issue or guarantee any debt securities;

(viii) except as may be required by applicable Law, (A) increase the compensation or benefits payable or to become payable to, or enter into or amend any employment agreement with, its directors, officers, employees or independent contractors, (B) grant any severance or termination pay to any director, officer, employee or independent contractor, except with respect to (1) non-executive employees pursuant to existing Employee Plans or (2) any director or executive officer as provided in any existing agreement with such director or executive officer or pursuant to existing Employee Plans, (C) enter into any severance agreement with any director, officer, employee or independent contractor, except in the ordinary course of business or as provided in any existing agreement with such director, officer or employee or pursuant to existing Employee Plans, or (D) establish, adopt, enter into, terminate, withdraw from or amend in any material respect or take action to accelerate any rights or benefits under any collective bargaining agreement, any stock option plan or any Employee Plan or policy;

(ix) change any accounting policies or procedures, except as may be required by GAAP or applicable Law;

(x) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial equity interest in or a substantial portion of the assets of, or by any other means, any business or any Person;

(xi) mortgage or otherwise encumber, subject to any Lien other than Permitted Liens, or sell, transfer or otherwise dispose of, any of its properties or assets that are material, individually or in the aggregate, to the Corporation's business;

(xii) adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Corporation;

(xiii) pay, discharge or satisfy any Claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction in the ordinary course of business and consistent with past practice of liabilities reflected or reserved against in the financial statements of the Corporation or incurred in the ordinary course of business and consistent with past practice;

(xiv) make or change any Tax election, settle any Action, Claim or examination of Taxes, adopt or apply to change any method of accounting or accounting practice for Tax purposes, file any amended Tax Return, enter into any closing agreement or request a Tax ruling from a Tax authority, settle any Actions or Claims for Taxes, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Taxes, Tax Return or Claim or Action for Taxes, or take any action or fail to take any action that would have a material adverse effect on the Tax liability of the Corporation;

(xv) waive, release, assign, settle or compromise any material rights, Claims or Actions (including any rights under any confidentiality agreement);

(xvi) transfer to any Person any rights to the Intellectual Property of the Corporation other than in the ordinary course of business consistent with past practices;

(xvii) abandon any listed applications relating to Intellectual Property; or

(xviii) authorize any of, or commit or agree to take any of, the foregoing actions or any action which would make any of the representations or warranties of the Corporation contained in this Agreement untrue or incorrect or prevent the Corporation from performing or cause the Corporation not to perform its respective covenants under this Agreement in any material respect.

6.02 *Efforts; Consents.*

(a) Each party hereto agrees to use reasonable best efforts, at its own cost and expense, to take or cause to be taken all actions necessary, proper or advisable to consummate the Transactions, and agrees to make a good faith effort to affect the Closing by April 25, 2008. Without limiting the generality of the foregoing, each of the parties hereto shall use reasonable best efforts to obtain all Consents of, make any filings with, or give any notices to any Governmental Authority, including, any approval required under the HSR Act, or any other Person that are or may become necessary for the performance of its respective obligations pursuant to this Agreement, the other Transactions Documents and the consummation of the Transactions, and shall cooperate fully in promptly seeking to obtain, make or give such Consents, filings and notices as may be necessary for the performance of its respective obligations pursuant to this Agreement, the other Transaction Documents and the Transactions; provided, that no Consent to be obtained in connection with the Transactions by the Corporation from a landlord under any of the Corporation's real property leases shall amend or otherwise modify the terms of the lease unless the Corporation first obtains the written consent of Parent and Sub to such amendment or modification. The parties shall not take any action that would have the effect of materially delaying, impairing or impeding the receipt of any required regulatory approvals, and the parties shall use reasonable best efforts to secure such

approvals as promptly as possible. The parties shall use best efforts not to take any action or enter into any transaction that would result in a breach of any covenant made by such party in this Agreement.

(b) As soon as practicable after the date hereof, Corporation shall take such action as is reasonably necessary or advisable to obtain the Requisite Stockholder Approval, which actions shall include duly calling and giving notice of, within 20 business days after the date hereof, and convening and holding a meeting of its stockholders on a date acceptable to Parent or, within such 20 business day period, seeking approval of this Agreement in accordance with the provisions of the FBCA and the Governing Documents. The Corporation's board of directors shall recommend approval of this Agreement and the Merger by the holders of the shares of Capital Stock and shall take all lawful action to solicit and obtain the approval of the holders of the shares of Capital Stock. In connection with obtaining the Requisite Stockholder Approval, the Corporation shall prepare and distribute to the Stockholders, an Information Statement soliciting consent of the holders of the shares of Capital Stock in favor of the approval of this Agreement and the Merger (the "**Information Statement**"). Each of Parent and Sub shall promptly furnish to the Corporation all necessary and appropriate information concerning it and its business as the Corporation may reasonably request in connection with the preparation of the Information Statement. The Corporation shall give Parent a reasonable opportunity to review and comment on the Information Statement prior to mailing the Information Statement to the Stockholders, and shall incorporate any comments provided by Parent into the Information Statement which are appropriate in the reasonable judgment of the Corporation.

6.03 Certain Tax Matters.

(a) Filing of Tax Returns. The Corporation will prepare in a manner consistent with past practice of the Corporation, and timely file all Tax Returns required to be filed by the Corporation, the due date of which (without extensions) occurs on or before the Closing Date ("**Corporation Returns**") and the Corporation shall pay all Taxes due with respect to any such Corporation Returns prior to the Closing Date. Prior to the due date for filing such Corporation Returns, the Corporation shall make available to Parent and Sub a draft of such Corporation Returns as the Corporation proposes to file. Parent and Sub shall have the opportunity to review and comment on the draft of such Tax Returns. Parent and Sub will prepare or cause to be prepared the Corporation's final federal and state income Tax Returns for the period through and ending on the Closing Date ("**Short Period Returns**") and will make available to the Corporation drafts of such returns for its review, comment and approval prior to filing (which approval will not be unreasonably withheld or delayed). Parent and Sub shall prepare and file all other Tax Returns of the Corporation ("**Parent Returns**"). In the case of any Parent Return with respect to a Straddle Period, the Parent will make available to the Stockholders' Agent drafts of such returns for his review and approval prior to filing (which approval will not be unreasonably withheld or delayed).

(b) Payment of Taxes. The Corporation shall accrue for or pay all Taxes owed by the Corporation with respect to any Pre-Closing Tax Period. To the extent any Taxes with respect to a Pre-Closing Tax Period have not been paid prior to the Closing, the amounts of such Taxes shall be reflected as a liability on the Estimated Working Capital Adjustment Statement and on the Closing Working Capital Adjustment Statement.

(c) Straddle Period. For purposes of this Section 6.03 and Section 7.01(d), in the case of any taxable period that includes (but does not end on) the Closing Date (a "**Straddle Period**"), the amount of any Taxes based on or measured by income or gross receipts of the Corporation that is treated as imposed on the Corporation in respect of a Pre-Closing Tax Period shall be based on an interim closing of the books as of the close of business of the Closing Date and the amount of other Taxes for such a Straddle Period that are treated as imposed on the Corporation with respect to a Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period, multiplied by a fraction the numerator of

which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period.

(d) Cooperation on Tax Matters.

(i) Parent, Sub, and the Corporation shall cooperate fully, as and to the extent reasonably requested by the other parties hereto, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the request of another party hereto) the provision of records and information reasonably relevant to any such audit, litigation, or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Corporation, the Stockholders' Agent, Parent, and Sub agree (A) to retain and make available to all the Stockholders all books and records with respect to Tax matters pertinent to the Corporation relating to any taxable period beginning before the Closing Date until expiration of the statute of limitations (and, to the extent notified by Parent, Sub, or the Stockholders' Agent, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (B) to give the other parties 30 days written notice prior to transferring, destroying or discarding any such books and records and, if any other party hereto so requests, the Corporation (or Parent or Sub, as successor-in-interest to the Corporation) or the Stockholders' Agent, as the case may be, shall allow the requesting party to take possession of such books and records.

(ii) Parent, Sub, the Corporation, and Stockholders' Agent further agree to use their reasonable best efforts upon request to obtain any certificate or other document from any Governmental Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including with respect to the transactions contemplated hereby).

6.04 Access to Records; Confidentiality; Customer Meetings.

(a) Prior to the Closing Date, Parent and Sub shall be entitled, through its employees and representatives, to make such investigation of the assets, properties, business and operations of the Corporation and such examination of the books, records and financial condition of the Corporation as Parent and Sub may reasonably request. Any such investigation and examination shall be conducted at reasonable times after providing reasonable prior notice and under reasonable circumstances and the Corporation shall cooperate reasonably therewith. In order that Parent and Sub may have the opportunity to make such business, accounting and legal review, examination or investigation as it reasonably requests of the business and affairs of the Corporation, the Corporation shall furnish the representatives of the investigating or examining party, during such period, with all such information and copies of such documents as such representatives may reasonably request, shall make available its officers and employees as such representatives may reasonably request, and shall cause its officers and employees to, and use reasonable efforts to cause its consultants, agents, accountants and attorneys to, cooperate fully with such representatives in connection with such review and examination. Between the date of this Agreement and the Closing Date, as soon as the same are available, the Corporation will provide Parent and Sub with copies of the regularly prepared financial statements of the Corporation.

(b) Notwithstanding anything to the contrary in this Section 6.04, no party shall be required to disclose any classified information in violation of applicable Law. Any exchange of Confidential Information (as such term is defined in the Non-Disclosure Agreement) pursuant to this Section 6.04 shall be subject to the terms of the Non-Disclosure Agreement, which are hereby incorporated herein by reference and will continue in full force and effect until the Closing Date; provided, that the terms of the Non-Disclosure Agreement are expanded to apply *mutatis mutandi* to all Confidential Information of Parent and Sub that may be provided to the Corporation, such that the information obtained by any party

hereto, or its employees or representatives, during any investigation conducted pursuant to Section 6.04, or in connection with the negotiation and execution of this Agreement or the consummation of the Transactions, or otherwise, will be governed by the terms of the Non-Disclosure Agreement. At the Closing Date, the obligations of Parent and the Corporation under the Non-Disclosure Agreement and under this Section 6.04(b) will terminate and be of no further force or effect; provided, that such obligations of Parent shall continue with respect to the Stockholders concerning personal information about the Stockholders it has received from the Stockholders' Agent or their agents unrelated to the business, properties or assets of the Corporation.

(c) Prior to the Closing, the Corporation shall facilitate meetings among the Corporation, Parent, Sub, and the customers listed in Schedule 6.04(c) to discuss the impact of the Transactions (the "**Customer Meetings**"). Parent and Sub shall reasonably cooperate with the Corporation in scheduling and making itself and its officers, employees and authorized agents and representatives reasonably available for the Customer Meetings.

6.05 Notification of Certain Matters.

Each of the Corporation, the Stockholders' Agent, Parent, and Sub shall give immediate notice to the other parties if any of the following occurs after the date of this Agreement and prior to or on the Closing Date: (a) any notice of, or other communication relating to, a default, or event which with notice or lapse of time or both would become a default, under any Material Contract; (b) receipt of any notice or other communication in writing from any Person alleging that the Consent of such Person is or may be required in connection with the transactions contemplated by this Agreement, other than a Consent disclosed pursuant to Section 3.03 above; (c) receipt of any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; (d) the occurrence or non-occurrence of any fact or event which could reasonably be expected to cause any covenant, condition or agreement hereunder not to be complied with or satisfied; (e) the commencement or threat of any Action involving or affecting the Corporation or any of its properties or assets; (f) the occurrence or non-occurrence of any fact or event that causes or is reasonably likely to cause a breach by the Corporation, Parent, Sub, or Stockholders' Agent of any provision of this Agreement applicable to it; (g) the occurrence of any fact or event of which such party becomes aware that results in the inaccuracy in any representation or warranty of such party in this Agreement; and (h) the occurrence of any event that, had it occurred prior to the date of this Agreement without any additional disclosure hereunder, would have constituted a Material Adverse Effect or a Parent MAE; provided, that the delivery of any notice by any party pursuant to this provision shall not modify any representation or warranty of such party, cure any breaches thereof or limit or otherwise affect the rights or remedies available hereunder to the other parties and the failure of the party receiving such information to take any action with respect to such notice shall not be deemed a waiver of any breach or breaches to the representations or warranties of the party disclosing such information.

6.06 Delivery of Books and Records.

At the Closing, the Corporation shall deliver to Parent and Sub a certified copy its articles of incorporation, minute books, stock records and other corporate records.

6.07 Delivery of Release.

From and after the date hereof, the Corporation shall use its best efforts to obtain the I Squared Distribution Payment Release on or prior to the Closing Date in order to satisfy the conditions set forth in Sections 5.03(l) and 5.03(m)(xiii).

6.08 Litigation Support.

If and for so long as any party hereto actively is contesting or defending against any Claim or Action involving a third party in connection with (a) any transaction contemplated under this Agreement or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Corporation, or its business or properties, the Stockholders or the shares of Capital Stock, the Stockholders' Agent will cooperate with the contesting or defending party and its counsel in the contest or defense, and provide such testimony and access to its books and records as shall be reasonably necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending party (unless the contesting or defending party is entitled to indemnification therefore as provided in Article VII of this Agreement). All information received pursuant to this Section 6.08 will be kept confidential.

6.09 Post-Closing Notifications and Obligations.

(a) Each of Parent, Sub, the Corporation, and Stockholders' Agent will, and each will cause their respective Affiliates to, comply with any post-Closing notification or other requirements, to the extent then applicable to such party, of any antitrust, trade competition, investment or control, export or other law of any Governmental Authority having jurisdiction over Parent, Sub, the Corporation, and the Stockholders' Agent.

(b) In the event that Burns uses commercially reasonable efforts from the date hereof through the Closing Date to be released from his obligations under the Guaranty, but has not successfully obtained such release by the Closing Date, Parent will use commercially reasonable efforts to assist Burns in obtaining such release following the Closing Date.

6.10 Employee Benefits.

The employees of the Corporation who are employed immediately after the Closing by the Corporation or any of its Affiliates will be given credit for their years of service with the Corporation before the Closing for purposes of determining eligibility to participate in, vesting of and entitlement to benefits (but not for purposes of benefit accrual) where length of service is relevant under any benefit plan or arrangement of Parent or the Corporation in which the employee participates after the Closing (collectively, **"Post-Closing Benefit Plans"**). In addition, Parent and the Corporation shall waive all limitations as to preexisting condition exclusions and waiting periods with respect to participation and coverage requirements applicable to the employees of the Corporation as of the Closing under any Post-Closing Benefit Plan that is a welfare benefit plan that such employees may be eligible to participate in after the Closing, other than limitations or waiting periods that are already in effect with respect to such employees of the Corporation and that have not been satisfied as of the Closing under the Employee Plans that are welfare benefit plans maintained for the employees of the Corporation immediately prior to the Closing. Nothing in this Section 6.10 shall prohibit Parent from terminating any of the existing Employee Plans after Closing, in accordance with the terms of the Employee Plans and applicable Law, and moving the employees of the Corporation into any employee benefit plans of Parent in which they are eligible to participate after Closing, nor obligate the Parent to take any other action with respect to the Employee Plans or any Post-Closing Benefit Plans; provided that (i)(A) to the extent paid time off or vacation benefits ("PTO") of the Corporation (inclusive of sick and other personal days) are more beneficial to any employee of the Corporation than the PTO benefits that would otherwise be offered pursuant to Parent's standard PTO benefits, Parent shall provide the same level of PTO benefits to such employees of the Corporation after Closing that would have been available to such employees of the Corporation prior to Closing until such employees are eligible for PTO benefits at Parent that are equal to or more beneficial than the PTO benefits at the Corporation, or (B) to the extent PTO benefits of the Corporation are less beneficial to any

employee of the Corporation than PTO benefits that would otherwise be offered pursuant to Parent's standard PTO benefits, such employees of the Corporation shall retain such vacation benefits until January 1, 2010, at which time such employees of the Corporation will be offered Parent's then-standard vacation benefits and (ii) Parent shall each year renew the 2007 Employee Performance Bonus Plan for all eligible employees of the Corporation until December 31, 2009.

6.11 No Negotiations.

From the date hereof through and including the earlier of the Closing Date or the termination of this Agreement pursuant to Article VIII hereof, the Corporation will, and will cause its representatives to, cease any existing discussion or negotiation with any Persons (other than Parent and Sub) conducted prior to the date hereof with respect to any proposed, potential or contemplated acquisition of the Corporation, the shares of Capital Stock, or all or substantially all of the assets of the Corporation (an "**Acquisition**"). The Corporation will refrain, and will cause its representatives to refrain, from taking, directly or indirectly, any action (a) to solicit or initiate the submission of any proposal or indication of interest relating to an Acquisition with any Person (other than Parent and Sub), (b) to participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to, or that may reasonably be expected to lead to, an Acquisition (or any proposal or indication of interest relating thereto) with any Person (other than Parent and Sub), (c) to authorize, engage in, or enter into any agreement or understanding (other than with Parent and Sub) with respect to an Acquisition or (d) to merge, consolidate, or combine, or to permit any other Person to merge, consolidate or combine, with the Corporation. The provisions of sections (b), (c) and (d) above are not applicable to the extent that the board of directors of the Corporation determines in good faith, after consultation with outside counsel, that it is required by Law, in order to discharge its fiduciary duties to the holders of Capital Stock of the Corporation, to take any such action; provided, that in the event the Corporation terminates this Agreement in accordance with this sentence, the Corporation hereby agrees for a period of 18 months from the date of termination of this Agreement that it will cause the Stockholders not to (i) vote in favor of, nor, using their reasonable best efforts permit, a sale of all or substantially all of the Corporation's assets; or (ii) sell or enter into an agreement for the sale of their Common Stock or other securities of the Corporation. If, notwithstanding the foregoing, the Corporation or any of its representatives shall receive any proposal for such a transaction, the Corporation shall promptly inform Parent, Sub, and their counsel in writing of such proposal.

6.12 Government Contracts.

(a) With respect to any Government Contract to which the Corporation is a party, if a Responsible Contracting Officer (as that term is defined in FAR 42.1202) for the United States Government or other prime customer determines either before or after the Closing that there are any issues related to the Transactions that should be addressed in a formal agreement between the Corporation and the Government (pursuant to FAR 42.1204(b)) (a "**Government Contract Agreement**"), the Corporation, Parent, and Sub agree to use all commercially reasonable efforts and take all actions reasonably necessary to enter into such Government Contract Agreement as promptly as practicable following such determination. In anticipation of the foregoing, prior to the Closing Date, the Corporation, Parent, and Sub shall jointly prepare a form of Agency Designation which the Corporation may use, if necessary, to continue to perform all of its obligations under a Government Contract and serve as an agent of Parent and Sub without additional consideration until such time as a Government Contract Agreement, if any, related to any such Government Contact, is complete.

(b) With respect to any Government Contract set forth in Schedule 6.12(b), the Corporation will communicate to each Responsible Contracting Officer for the United States Government the fact that the Transactions are pending. Such communications will be made as soon as practicable after the date hereof and prior to the Closing Date and will be made in such manner as the Corporation

reasonably determines to be appropriate to preserve the Corporation's relationship with such Responsible Contracting Officers for the United States Government.

6.13 Options.

(a) On the Closing Date and prior to the Effective Time, each holder of a stock option to purchase shares of Common Stock ("**Options**") granted by the Corporation under either the Corporation's 2005 Stock Option Plan or the Corporation's 2007 Option Plan (collectively, the "**Option Plans**") and any other plan(s), agreement(s), or otherwise that are vested or unvested, may exercise such Options by providing proper notice to the Corporation on or prior to the business day immediately prior to the date on which the Effective Time occurs (the "**Election Date**"). Upon notice and exercise on or prior to the Election Date, such Options shall be cancelled in exchange for the number of shares of Common Stock subject to such Option and each holder of such Options may pay the exercise price for the shares of Common Stock subject to such holder's Option in the form of cash or an Option Promissory Note. Each holder of an Option shall provide an acknowledgment and release to Parent in the form of **Exhibit I** attached hereto (the "**Option Acknowledgment and Release**") on or prior to the Election Date which, among other things, releases Parent, Sub and the Corporation from any other obligations any of them may have with respect to, and waiving any claims against Parent, Sub and the Corporation with respect to, each holder's Options, and consents to the repayment to the Corporation of the principal amount and accrued interest owing at the Effective Time pursuant to such holder's Option Promissory Note, if any, by a reduction of the aggregate Per Share Closing Consideration to be received by such holder in the Merger by the amount of principal and accrued interest owing under such holder's Option Promissory Note, if any, at the Effective Time. At the Effective Time, all Options that are not exercised on or prior to the Election Date, whether vested or not, shall no longer represent the right to purchase shares of Common Stock and shall be cancelled. Only those Options that are exercised on or prior to the Election Date shall represent the nontransferable right to receive the number of shares of Common Stock subject to such Options. The Corporation will take all corporate action and other action necessary to amend the Option Plans or any outstanding agreements to give effect to the foregoing provisions of this Section 6.13(a), as satisfactory to Parent in its sole discretion. On the Election Date, the Corporation shall deliver to Parent a schedule setting forth the information required in **Schedule 6.13(b)** for each holder of Options that has issued an Option Promissory Note.

(b) Prior to the Closing, the Corporation shall take all necessary action to cause each Stockholder set forth on **Schedule 6.13(b)** who has issued promissory notes, other than Option Promissory Notes, which are held by the Corporation (the "**Promissory Notes**"), to provide Parent, Sub and the Corporation with a consent and release in the form of **Exhibit J** attached hereto (the "**Promissory Note Consent**"), consenting to the repayment to the Corporation of the principal amount and accrued interest owing on the Closing Date pursuant to such Promissory Notes by a reduction of the aggregate Per Share Closing Consideration to be received by such Stockholder in the Merger by the amount of principal and accrued interest owing under such Stockholder's Promissory Notes at the Effective Time. For the avoidance of doubt, the parties acknowledge and agree that the aggregate Per Share Closing Consideration paid to the maker of each Promissory Note and Option Promissory Note shall be reduced by the outstanding principal balance and accrued interest under such maker's Promissory Note or Option Promissory Note as further provided in the Promissory Note Consent or Option Acknowledgment and Release, as applicable, signed by each such maker or holder of Options, as applicable. **Schedule 6.13(b)** sets forth the name of each Stockholder that has issued a Promissory Note which is held by the Corporation, as well as the principal amount outstanding on each Promissory Note, the amount of accrued and unpaid interest on each Promissory Note, and the interest rate and how interest is calculated for each Promissory Note.

6.14 Voting Agreements.

(a) At all times during the period commencing with the execution and delivery of this Agreement and expiring on the Closing Date, each Majority Stockholder shall not, except in connection with the Merger or as the result of the death of such Majority Stockholder, Transfer any of the Shares, or discuss, negotiate, make an offer or enter into an agreement, commitment or other arrangement with respect thereto.

(b) Each Majority Stockholder understands and agrees that if such Majority Stockholder attempts to Transfer, vote or provide any other person with the authority to vote any of the Shares other than in compliance with this Agreement, the Corporation shall not, and such Majority Stockholder hereby unconditionally and irrevocably instructs the Corporation to not, (i) permit any such Transfer on its books and records, (ii) issue a new certificate representing any of the Shares or (iii) record such vote unless and until such Majority Stockholder shall have complied with the terms of this Agreement.

(c) From and after the date hereof, except as otherwise permitted by this Agreement or by order of a court of competent jurisdiction, each Majority Stockholder will not commit any act that could restrict or affect his legal power, authority and right to vote all of the Shares then owned of record or beneficially by him or otherwise prevent or disable such Majority Stockholder from performing any of his obligations under this Agreement. Without limiting the generality of the foregoing, except for this Agreement and as otherwise permitted by this Agreement, from and after the date hereof, such Majority Stockholder will not enter into any voting agreement with any person or entity with respect to any of the Shares, grant any person or entity any proxy (revocable or irrevocable) or power of attorney with respect to any of the Shares, deposit any of the Shares in a voting trust or otherwise enter into any agreement or arrangement with any person or entity limiting or affecting such Majority Stockholder's legal power, authority or right to vote the Shares in favor of the approval of the Proposed Transaction.

(d) Prior to the Closing Date, at every meeting of the Stockholders called, and at every adjournment or postponement thereof, and on every action or approval by written consent of the Stockholders, each Majority Stockholder (in such Majority Stockholder's capacity as such) shall appear at the meeting or otherwise cause the Shares to be present thereat for purposes of establishing a quorum and, to the extent not voted by the persons appointed as proxies pursuant to this Agreement, vote (i) in favor of approval of the Merger, this Agreement and the other transactions contemplated hereby (collectively, the "**Proposed Transaction**"), (ii) against the approval or adoption of any proposal made in opposition to, or in competition with, the Proposed Transaction, and (iii) against any of the following (to the extent unrelated to the Proposed Transaction): (A) any merger, consolidation or business combination involving the Corporation or any of its subsidiaries other than the Proposed Transaction; (B) any sale, lease or transfer of all or substantially all of the assets of the Corporation or any of its subsidiaries; (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Corporation or any of its subsidiaries; or (D) any other action that is intended, or could reasonably be expected to result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Corporation under this Agreement or of such Majority Stockholder under this Agreement or otherwise impede, interfere with, delay, postpone, discourage or adversely affect the consummation of the Proposed Transaction (each of (ii) and (iii), a "**Competing Transaction**").

(e) Each Majority Stockholder hereby irrevocably (to the fullest extent permitted by Law) grants to, and appoints, Parent and each of its executive officers and any of them, in their capacities as officers of Parent (the "**Grantees**"), such Majority Stockholder's proxy and attorney-in-fact (with full power of substitution and re-substitution), for and in the name, place and stead of such Majority Stockholder, to vote the Shares, to instruct nominees or record holders to vote the Shares, or grant a consent or approval in respect of such Shares in accordance with this Section 6.14 and, in the discretion of the

Grantees with respect to any proposed adjournments or postponements of any meeting of Stockholders at which any of the matters described in this Section 6.14 is to be considered.

(f) Each Majority Stockholder represents that any proxies heretofore given in respect of such Majority Stockholder's Shares that may still be in effect are not irrevocable, and such proxies are hereby revoked.

(g) Each Majority Stockholder hereby affirms that the irrevocable proxy set forth in this Section 6.14 is given in connection with the execution of this Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Majority Stockholder under this Agreement. Such Majority Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and may under no circumstances be revoked. Such Majority Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof.

(h) The Grantees may not exercise this irrevocable proxy on any other matter except as provided above. Each Majority Stockholder may vote the Shares on all matters.

(i) Parent may terminate this proxy with respect to each Majority Stockholder at any time at its sole election by written notice provided to such Majority Stockholder.

(j) Each Majority Stockholder, in his capacity as a Majority Stockholder, shall not directly or indirectly, (i) solicit, initiate, encourage, induce or facilitate the making, submission or announcement of any proposal for an Acquisition or take any action that could reasonably be expected to lead to a proposal for an Acquisition, (ii) furnish any information regarding any of the Corporation to any Person in connection with or in response to a proposal for an Acquisition or an inquiry or indication of interest that could reasonably be expected to lead to a proposal for an Acquisition, (iii) engage in discussions or negotiations with any Person with respect to any proposal for an Acquisition, (iv) approve, endorse or recommend any proposal for an Acquisition or (v) enter into any letter of intent or similar document or any Contract contemplating or otherwise relating to any Acquisition.

(k) If the Merger is consummated, the Shares shall, pursuant to the terms of the Merger Agreement, be exchanged for the consideration provided in this Agreement. Each Majority Stockholder hereby waives, and agrees to prevent the exercise of, any rights of appraisal with respect to the Merger, or rights to dissent from the Merger, that such Majority Stockholder may have by virtue of his or her beneficial ownership of the Shares.

ARTICLE VII
SURVIVAL OF REPRESENTATIONS AND WARRANTIES; CLAIMS AGAINST ESCROW AMOUNT; INDEMNIFICATION

7.01 Indemnification by the Majority Stockholders.

After the Closing, the Majority Stockholders agree, jointly and severally, subject to the limitations and qualifications set forth in this Article VII, to indemnify, defend, and hold harmless, Parent, Sub, and their respective directors, officers, employees, agents, representatives, Affiliates, successors and assigns (collectively, "**Purchaser Indemnitees**") against and in respect of any and all Damages based upon, arising out of, or otherwise in respect of or which may be incurred by virtue of or result from: (a) the inaccuracy in or breach of any representation or warranty made by the Corporation or any Majority Stockholder in this Agreement (including all schedules and exhibits hereto), or in any certificate delivered by the Corporation hereunder; provided, that, for purposes of this subsection (a) only, those representations and warranties which are qualified by references to "material" or "Material Adverse Effect" or to the "knowledge" or

"Corporation's Knowledge" or words of similar effect of any Person shall be deemed not to include such qualifications; (b) any non-fulfillment or breach of any covenant or agreement made by the Corporation or any Majority Stockholder in this Agreement (including all schedules and exhibits hereto); (c) any Claim of any nature by any of the Stockholders or the Corporation's holders of Options arising out of or in connection with this Agreement, the Transactions or the termination of the Corporation Bonus Plans and Option Plans (other than claims for payments under Article II of this Agreement); (d) any amount payable in respect of any Dissenting Share in excess of the Per Share Closing Consideration and any cost and expenses defending any Claim involving Dissenting Shares; (e) any liability for (i) any Tax imposed on the Corporation with respect to any Pre-Closing Tax Period, (ii) any Tax of any other Person for periods ending on or before the Closing Date imposed upon the Corporation as a result of the Corporation being included prior to the Closing Date in a combined, consolidated or unitary Tax group under Treasury Regulation Section 1.1502-6 (or any similar provision of any other Applicable Law) or, as a transferee or successor, by Contract or otherwise or (iii) any transfer or gains Tax, sales Tax, use Tax, stamp Tax, stock transfer Tax, or other similar Tax imposed on the transactions contemplated by this Agreement; or (f) enforcing the indemnification provided for hereunder. In connection with any exercise by any Purchaser Indemnitee of its rights hereunder, it shall be entitled to make all claims for indemnification through, and deal exclusively with, the Stockholders' Agent. Any indemnity payments to or from Parent and Sub pursuant to this Agreement shall be treated as Per Share Closing Consideration adjustments for all Tax purposes. The right to indemnification or any other remedy based on warranties, representations, covenants and agreements in this Agreement shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement. The waiver of any condition based on the accuracy of any warranty or representation, or on the performance of or compliance with any covenant or agreements, will not affect the right to indemnification or any other remedy based on such warranties, representations, covenants and agreements.

7.02 Indemnification by Parent.

After the Closing, Parent agrees to indemnify, defend and hold harmless in the manner and subject to the limitations and qualifications set forth in this Article VII, the Stockholders and their respective successors and assigns (the "**Seller Indemnitees**" and, collectively with the Purchaser Indemnitees, the "**Indemnitees**") against and in respect of any and all Damages based upon, arising out of, or otherwise in respect of, or which may be incurred by virtue of or result from: (a) the inaccuracy in or breach of any representation or warranty made by Parent or Sub in this Agreement (including all schedules and exhibits hereto) or in any certificate delivered by Parent or Sub hereunder; provided, that, for purposes of this subsection (a) only, those representations and warranties which are qualified by references to "material" or "Material Adverse Effect" or to the "knowledge" or words of similar effect of any Person shall be deemed not to include such qualifications; (b) any non-fulfillment or breach of any covenant or agreement made by Parent or Sub in this Agreement (including all schedules and exhibits hereto); (c) any Claim with respect to Taxes imposed on the Corporation, Parent or Sub for periods starting the day after the Closing Date (or for the portion of any period following the Closing Date to the extent a period does not close on such date), except to the extent such Taxes are attributable to a breach of the representation set forth in Section 3.18, or a breach of the covenants set forth in Sections 6.01(xiv) and 6.03; or (d) enforcing the indemnification provided for hereunder. In addition, Parent agrees to indemnify, defend and hold harmless in the manner and subject to the limitations and qualifications set forth in this Article VII, Burns for any and all Damages based upon, arising out of, or otherwise in respect of, the Guaranty (the "**Burns Indemnification**"). In connection with any exercise by any Seller Indemnitee of its rights hereunder, it shall make any claim for indemnification only through, and Parent shall be entitled to deal exclusively with, the Stockholders' Agent, and any claim for indemnification made directly by a Stockholder to Parent shall be deemed to be invalid for all purposes of this Article VII. Notwithstanding any provision hereof to the contrary, Parent

acknowledges and agrees that the Dissenting Shares Escrow Amount shall only be available to satisfy payments or claims in accordance with Sections 2.05(e) and 7.01(d) hereunder.

7.03 Survival.

All representations and warranties of the parties contained in this Agreement or incorporated herein by reference or in any certificate delivered by a party pursuant to this Agreement shall (a) survive the Closing, notwithstanding any investigation made by or on behalf of any party hereto, and (b) be deemed to be made as of the date hereof and as of the Closing Date (except to the extent that a representation or warranty expressly states that such representation or warranty is as of a certain date) in each case, subject to the limitations set forth in this Section 7.03. The representations and warranties contained in or made pursuant to this Agreement and the indemnity obligations set forth in Sections 7.01 and 7.02 shall terminate on, and no Claim or Action with respect thereto may be brought after, the date that is 18 months after the Closing Date; provided, that (i) the representations, warranties and related indemnity obligations under Sections 3.01 (Corporate Existence and Power), 3.02 (Corporate Authorization; Binding Effect), 3.05 (Capitalization), 3.33 (Finders' Fees), 4.01 (Corporate Existence and Power) and 4.02 (Corporate Authorization; Binding Effect) shall survive indefinitely and (ii) the representations, warranties and related indemnity obligations under Sections 3.07(a) (Title to Properties), 3.17 (Proprietary Rights), 3.18 (Taxes), 3.20 (Environmental Matters) and 3.22 (Employee Benefit Plans) will survive until the date that is 60 days after the expiration of the respective applicable statute of limitations for each such item. Except as otherwise expressly provided herein, the covenants and agreements contained in this Agreement shall survive indefinitely the execution and delivery hereof and the consummation of the Merger; provided, that the covenants and agreements made by the Corporation in Section 6.01 (Actions of the Corporation Pending Closing) shall terminate on, and no Claim or Action with respect thereto may be brought after, the date that is 18 months after the Closing Date. The indemnification obligations and Claims or Actions with respect thereto set forth in Section 7.01(e) with respect to any Taxes shall terminate on, and no Claim or Action with respect thereto may be brought after, the date that is 60 days after the expiration of the statute of limitations applicable to the assessment and collection of such Taxes. Notwithstanding any other provision of this Agreement, if any Claim for Damages is asserted by any Indemnitee prior to the termination of the representation, warranty or indemnification obligation pursuant to this Section 7.03, the obligations of the Indemnifying Parties shall continue with respect to such Claim until the resolution thereof.

7.04 Limitations.

(a) Basket and Cap. No Indemnifying Party shall be required to indemnify any Indemnitee for any Permitted Indemnification Claim asserted under Sections 7.01(a) or 7.02(a) with respect to an inaccuracy in or breach of any representation or warranty until the aggregate amount of all Permitted Indemnification Claims with respect to such Indemnifying Party exceeds $300,000 (the "**Basket**"), in which event such Indemnifying Party shall be responsible only for Damages in excess of the Basket. No Indemnifying Party shall indemnify any Indemnitee for any Permitted Indemnification Claim asserted under Sections 7.01 or 7.02 with respect to an inaccuracy in or breach of any representation or warranty to the extent indemnification by such Indemnifying Party with respect to the indemnity obligations under Sections 7.01(a) and 7.02(a), would exceed a maximum aggregate liability of the Indemnity Escrow Amount (the "**Maximum Indemnification Amount**"). The limitations set forth in this Section 7.04(a) shall not apply to (1) any Claims related to an inaccuracy or breach of any representation or warranty contained in Sections 3.01 (Corporate Existence and Power), 3.02 (Corporate Authorization; Binding Effect), 3.05 (Capitalization), 3.17 (Proprietary Rights), 3.18 (Taxes), 3.22 (Employee Benefit Plans), 3.33 (Finders' Fees), 4.01 (Corporate Existence and Power), and 4.02 (Corporate Authorization; Binding Effect), (2) any Claims related to the indemnification obligations under Section 7.01(e) and the Burns Indemnification, or (3) any Claims based on a finding of fraud, intentional misrepresentation or willful misconduct by an Indemnifying Party or by any other Stockholder or employee of the Corporation of which

the Indemnifying Party has actual knowledge of such fraud, intentional misrepresentation or willful misconduct of such other Stockholder or employee of the Corporation. In the event the Indemnifying Party has no actual knowledge of such fraud, intentional misrepresentation or willful misconduct of such other Stockholder or employee of the Corporation other than a Majority Stockholder, the maximum aggregate liability for Damages of such Indemnifying Party shall be the Maximum Indemnification Amount. In addition, in the event the Indemnifying Party has no actual knowledge of such fraud, intentional misrepresentation or willful misconduct of a Majority Stockholder, the maximum aggregate liability for Damages of such Indemnifying Party shall be such Indemnifying Party's Pro Rata Portion of the Merger Consideration. With respect to any Claims related to an inaccuracy or breach of any representation or warranty contained in Section 3.17 (Proprietary Rights), the aggregate liability for Damages of an Indemnifying Party shall be the aggregate Pro Rata Portion of the Merger Consideration allocated to all of the Majority Stockholders.

(b) Accrued Liabilities. Each of Parent and Sub shall have no right to indemnification under this Article VII with respect to any Damage or alleged Damage to the extent (but only to the extent) the amount of such Damage or alleged Damage is taken into account in determining Working Capital and reflected on the Estimated Working Capital Adjustment Statement and/or the Final Working Capital Adjustment Statement.

(c) Exclusive Remedy. The remedies provided in this Article VII shall be the exclusive post-Closing remedies of the parties hereto in connection with any Claim or Action arising out of this Agreement, other than Claims or Actions alleging fraud or intentional misrepresentation or willful misconduct; provided, that nothing herein is intended to waive any equitable remedies to which a party may be entitled.

(d) Tax Benefits or Liabilities. In calculating the amount of Damages owed to an Indemnitee under this Article VII, such Damages (i) shall be reduced by the amount of any Tax benefits that the Indemnitee actually realizes as a result of the incurrence of Damages from which indemnification is sought and (ii) shall be increased by the amount of any increase in Tax liabilities of the Indemnitee with respect to the receipt of payments under this Article VII.

7.05 Notice of Indemnification Claims.

(a) Notice of Claims. If (i) a Claim is made or an Action is brought by a third party against any Indemnitee, or (ii) any Indemnitee becomes aware of facts or circumstances establishing that such Indemnitee has experienced or incurred Damages or will experience or incur Damages subject to set-off or indemnification under this Article VII, then such Indemnitee shall give to the Stockholders' Agent written notice of such Claim or Action ("**Indemnification Notice**") as soon as reasonably practicable. If the Indemnitee is a Seller Indemnitee then Stockholders' Agent shall give such notice to Parent within two business days of its receipt of such notice. If a Claim or Action relates to an Action filed by a third party, such notice will be given by the Indemnitee to the Stockholders' Agent promptly but in no event more than 30 days after the Indemnitee has received written notice of such Action (provided, that failure to give such notice shall not limit the Indemnifying Party's indemnification obligation hereunder except to the extent that the delay in giving, or failure to give, the notice adversely affects the Indemnifying Party's ability to defend against the Claim). To the extent practicable, the Indemnification Notice will describe with reasonable specificity the nature of and the basis for the Damages associated therewith. The "**Indemnifying Party**" means, in the case of a Purchaser Indemnitee, the Stockholders' Agent on behalf of the Stockholders, and, in the case of a Seller Indemnitee, Parent.

(b) Procedure in Event of Indemnification Claim. Subject to the limitations in Section 7.04 hereof, if an Indemnitee desires to assert an indemnification claim pursuant to Section 7.01 or Section

7.02, the Indemnitee promptly shall provide an Indemnification Notice to the Stockholders' Agent in accordance with the procedures set forth in Section 7.05(a) hereof. If the Indemnifying Party or Indemnifying Parties do not object within 30 days after receipt of the Indemnification Notice to the propriety of the indemnification claims described as being subject to indemnification pursuant to Section 7.01 or Section 7.02 or the amount of Damages asserted in the Indemnification Notice, the indemnification claims described in the Indemnification Notice shall be deemed final and binding upon the Indemnifying Parties, provided that indemnification claims pursuant to Section 7.01(d) of this Agreement shall automatically be deemed final and binding upon the Indemnifying Parties (hereinafter, "**Permitted Indemnification Claim**"). If the Indemnifying Party contests the propriety of an indemnification claim described on the Indemnification Notice and/or the amount of Damages associated with such claim, then the Indemnifying Party shall deliver to the Indemnitee a written notice detailing with reasonable specificity all then known objections the Indemnitee has with respect to the indemnification claims contained in the Indemnification Notice ("**Indemnification Objection Notice**"). If the Indemnifying Party and the Indemnitee are unable to resolve the disputed matters described in the Indemnification Objection Notice within 15 business days after the date the Indemnitee received the Indemnification Objection Notice, the disputed matters will be resolved by litigation in an appropriate court of competent jurisdiction. Any undisputed indemnification claims contained in the Indemnification Notice shall be deemed to be final and binding upon the Indemnifying Parties and shall constitute a Permitted Indemnification Claim. If the litigation results in all or any portion of an indemnification claim properly being subject to indemnification pursuant to Section 7.01 or Section 7.02, such claim or portion thereof shall be final and binding upon the Indemnifying Parties and shall constitute a Permitted Indemnification Claim.

(c) Defense of Third Party Claims. An Indemnitee against whom a third party Claim is made or Action is brought shall give the Indemnifying Party prompt notice of such Claim or Action in accordance with Section 7.05(a) so that the Indemnifying Party shall have an opportunity to defend such Claim or Action, other than a Permitted Indemnification Claim pursuant to Section 7.01(d) of this Agreement which shall be deemed final, at the Indemnifying Party's sole expense and with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnitee. Such Indemnitee at all times also shall have the right at its sole expense (i) to participate fully in such defense or (ii) if it so elects, to assume control of such defense and the Indemnifying Party will cooperate fully with the Indemnitee; provided, that if the Indemnitee undertakes the sole defense of such Claim or Action, it shall defend such Claim or Action in good faith, shall apprise the Indemnifying Party from time to time as the Indemnitee deems appropriate of the progress of such defense and shall not consent to the entry of any judgment or enter into any settlement except with the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed). In addition, the Indemnitee will have the right to employ one law firm as counsel, together with a separate local law firm in each applicable jurisdiction (each, "**Separate Counsel**"), to represent the Indemnitee in any Action or group of related Actions (which firm or firms shall be reasonably satisfactory to the Indemnifying Party) if at any time, in the Indemnitee's reasonable judgment, after receipt of the written advice of outside counsel to the effect that, either a conflict of interest between the Indemnitee and the Indemnifying Party exists with respect to such Claim or Action or there may be defenses available to the Indemnitee that are different from or in addition to those available to the Indemnifying Party, and in that event (i) the reasonable fees and expenses of such Separate Counsel will be paid by the Indemnifying Party (it being understood, however, that the Indemnifying Party will not be liable for the fees and expenses of more than one Separate Counsel (excluding local counsel) with respect to any Claim or Action by a third party (even if against multiple Indemnitees)) and (ii) each of the Indemnifying Party and the Indemnitee will have the right to conduct its own defense of such Claim or Action. Failure of an Indemnifying Party to give an Indemnitee written notice of its election to defend such Claim or Action within 20 days after receipt of notice thereof shall be deemed a waiver by such Indemnifying Party of its right to defend such Claim or Action. If an Indemnifying Party shall elect not to assume the defense of such Claim or Action (or if such Indemnifying Party shall be deemed to have waived its right to defend such Claim or Action), the Indemnitee against whom such Claim or Action is made shall

have the right, but not the obligation, to undertake the sole defense of, and to compromise or settle, the Claim or Action on behalf, for the account, and at the risk and expense, of the Indemnifying Party (including the payment by such Indemnifying Party of the Indemnitees' reasonable attorneys', accountant and expert fees); provided, that if the Indemnitee undertakes the sole defense of such Claim or Action on behalf of the account, and at the risk and expense of the Indemnifying Party, it shall defend such Claim or Action in good faith and shall apprise the Indemnifying Party from time to time as the Indemnitee deems appropriate of the progress of such defense. If one or more of the Indemnifying Parties assumes the defense of such Claim or Action, the obligation of such Indemnifying Party hereunder as to such Claim or Action shall include taking all steps necessary in the defense or settlement of such Claim or Action. The Indemnifying Party, in the defense of such Claim or Action, shall not consent to the entry of any judgment or enter into any settlement (except with the written consent of the Indemnitee, which shall not be unreasonably withheld, conditioned or delayed) which does not include as an unconditional term thereof the giving by the claimant to the Indemnitee against whom such Claim is made or Action is brought of a release from all liability in respect of such Claim or Action (which release shall exclude only any obligations incurred in connection with any such settlement) or which contains any sanction or restriction on the conduct of business by the Indemnitee. If the Claim or Action is one that cannot by its nature be defended solely by the Indemnifying Party, then the Indemnitee shall make available, at the Indemnifying Party's expense, all information and assistance that the Indemnifying Party reasonably may request.

7.06 Determination of Damages. Subject to the limitations set forth in this Article VII, the Indemnifying Party or Indemnifying Parties shall pay to the Indemnitee the entire amount of all Damages associated with any Permitted Indemnification Claim within 10 days after such claim is determined to be a Permitted Indemnification Claim pursuant to Section 7.05 above; provided, that, with regard to any Permitted Indemnification Claim brought by Parent, Parent shall set-off any such Damages to the extent of the Escrow Amount in accordance with the terms of the Escrow Agreement and, only after the Escrow Fund has been reduced to $0, shall Parent obtain payment of Damages in excess of the Escrow Amount from any Majority Stockholder, to the extent Parent is entitled to additional Damages pursuant to Section 7.04(a). Additionally, with respect to Permitted Indemnification Claims pursuant to Section 7.01(d) of this Agreement, Parent shall be entitled to disbursement from the Escrow Agent as promptly as practicable after receipt of the applicable Indemnification Notice from Parent and pursuant to the instructions provided by Parent to the Escrow Agent, from the Escrow Fund (up to the entire amount of the Escrow Fund) of the amount of Damages set forth in such Permitted Indemnification Claim.

ARTICLE VIII
TERMINATION OF OBLIGATIONS; SURVIVAL

8.01 Termination of Agreement.

This Agreement may be terminated at any time prior to the Closing Date as follows and in no other manner:

(a) by mutual consent in writing of Parent, Sub, the Corporation, and the Stockholders' Agent; or

(b) by either the Corporation, Parent, or Sub, by written notice to the other if, for any reason, the Merger shall not have been consummated prior to the close of business on or before May 31, 2008; provided, that the right to terminate this Agreement pursuant to this Section 8.01(b) shall not be available to the Corporation, Parent, or Sub, as applicable, if the party seeking to terminate the Agreement is responsible for the delay; or

(c) by any of the Corporation, Parent, or Sub, if, at a meeting of Stockholders duly called and convened for the purpose of voting on the approval of this Agreement, the Requisite Stockholder Approval is not obtained;

(d) by Parent or Sub (provided, that Parent or Sub, as applicable, is not then in breach of any representation or warranty contained in this Agreement), at its election, in the event (i) of a breach of any representation or warranty of the Corporation contained herein which cannot be or has not been cured within 10 days after the giving of written notice by Parent or Sub, as applicable, to the Corporation of such breach and which breach is reasonably likely, in the opinion of Parent or Sub, as applicable, to permit Parent or Sub, as applicable, to refuse to consummate the Transactions pursuant to the standard set forth in Section 5.03(a), or (ii) of a material breach by the Corporation of any covenant or agreement of the Corporation contained in this Agreement, in either case which cannot be or has not been cured within 10 days after the giving of written notice to the breaching party of such breach;

(e) by the Corporation (provided, that the Corporation is not then in breach of any representation or warranty contained in this Agreement), at its election, in the event (i) of a breach of any representation or warranty of Parent or Sub contained herein which cannot be or has not been cured within 10 days after the giving of written notice by the Corporation to Parent or Sub, as applicable, of such breach and which breach is reasonably likely, in the opinion of the Corporation, to permit the Corporation to refuse to consummate the Transactions pursuant to the standard set forth in Section 5.02(a), or (ii) of a material breach by Parent or Sub of any covenant or agreement of Parent or Sub contained in this Agreement, in either case which cannot be or has not been cured within 10 days after the giving of written notice to the breaching party of such inaccuracy or breach; or

(f) automatically, without any action on the part of any of the parties, if the Asset Purchase Agreement is terminated in accordance with its terms.

8.02 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.01, (i) this Agreement shall forthwith become void and have no further force or effect, and (ii) the parties shall have no further liability under this Agreement; provided, that termination is not based on a willful breach of a representation, warranty, agreement or covenant set forth in this Agreement, in which event the terminating party will be entitled to exercise any and all remedies available under law or equity in accordance with this Agreement. Notwithstanding the foregoing, the obligations of the parties contained in this Section 8.02, Section 9.03 and in the Non-Disclosure Agreement shall survive any such termination and the obligations of the Corporation under Section 6.11 shall survive for the period specified in such section.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.01 Amendment and Modifications.

This Agreement may be amended, modified and supplemented only by written agreement among the parties hereto which states that it is intended to be a modification of this Agreement.

9.02 Waiver of Compliance.

Any failure of the Corporation, on the one hand, or Parent and Sub, on the other, to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived in writing by the other applicable parties, but such waiver or failure to insist upon strict compliance with such

obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.03 Expenses.

The parties agree that all fees and expenses incurred by them in connection with this Agreement and the Transactions contemplated hereby shall be borne by the party incurring such fees and expenses, including, all fees of counsel and accountants.

9.04 Remedies; Waiver.

To the maximum extent permitted by Law, except as otherwise specifically provided by this Agreement, all rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available under applicable Law. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

9.05 Waiver of Jury Trial.

EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.05.

9.06 Notices.

All notices, requests, demands and other communications required or permitted hereunder shall be in writing:

(a) Parent and Sub:
Raytheon Company
870 Winter Street
Waltham, MA 02451
Attention: General Counsel
Telephone: (781) 522-5096
Facsimile: (781) 522-6471

With a copy to:
DLA Piper US LLP
500 Eighth Street, NW
Washington, DC 20004
Attention: Frank M. Conner III
Telephone: (202) 799-4221

Facsimile: (202) 799-5221

or to such other Person or address as Parent and Sub shall furnish to the Corporation in writing.

(b)	Corporation, Stockholders' Agent, or Majority Stockholders:	Mr. Gordon Burns 281 Old Church Road Greenwich, CT 06930 Telephone: (203) 629-0294 Facsimile: (203) 629-8702 Email: gmburns@optonline.net
(c)	With a Copy to:	GrayRobinson, P.A. 1800 West Hibiscus Boulevard, Suite 138 Melbourne, FL 32902-1870 Telephone: 321-727-8100 Fax No.: 321-984-4122 Attn: John Kancilia, Esq. Email: jkancilia@gray-robinson.com

or to such other Person or address as the Corporation or the Stockholders' Agent shall furnish to Parent and Sub in writing. Notices will be deemed to have been duly given (a) three business days after being mailed by certified or registered United States mail, postage prepaid, return receipt requested, (b) on the first business day after being sent, prepaid, by nationally recognized overnight courier that issues a receipt or other confirmation of delivery, (c) when received (to the extent receipt is confirmed by telephone) if sent by facsimile transmission or email or (d) at the time delivered by hand.

9.07 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, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties; provided, that each of Parent and Sub may assign its rights and obligations under this Agreement to (a) any Person that succeeds to substantially all of its assets and liabilities, or (b) any Person that succeeds to substantially all of the assets and liabilities of the Corporation after the Closing Date.

9.08 Publicity.

Between the date of this Agreement and the Closing Date, neither the Corporation, Parent, Sub, nor Stockholders' Agent shall make or issue, or cause to be made or issued, any announcement or written statement concerning this Agreement or the transactions contemplated hereby for dissemination to the general public without the prior consent of the other parties, except for, however, any announcement or written statement required to be made by Law (including securities laws of any jurisdiction and rules and regulations of any applicable stock exchange) in which case the party required to make such announcement, whenever practicable, shall consult with the other parties concerning the timing and content of such announcement before such announcement is made. After the Closing Date, Parent may make any press release or other public announcement concerning the transactions contemplated by this Agreement; provided, that Parent provides the Corporation with a reasonable opportunity to review and comment upon any such press release prior to making it; provided further, that the Corporation shall respond on a timely basis and Parent shall not be restricted from making such announcement; provided further, that Parent will

use commercially reasonable efforts to provide notice to the Corporation prior to disclosing the amount or composition of the Per Share Closing Consideration.

9.09 Governing Law.

This Agreement and the legal relationship among the parties hereto shall be governed and construed under the laws of the State of New York. Parent, Sub, the Corporation, and the Stockholders' Agent irrevocably agree that any legal action or proceeding arising out of or in connection with this Agreement may be brought in any state or federal court located in Boston, Massachusetts and each party agrees not to assert, by way of motion, as a defense, or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and hereby agrees not to challenge such jurisdiction or venue by reason of any offsets or counterclaims in any such action, suit or proceeding. Each of the parties hereto hereby irrevocably consents to service of process in the manner provided for notices in Section 9.06. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Law.

9.10 Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature by telecopy shall be sufficient to evidence a party's intention to be bound hereby; provided, that such party forwards his original signature to the other parties by first class mail or overnight delivery service.

9.11 Headings.

The headings of the Sections and Articles of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

9.12 Entire Agreement.

This Agreement, including the exhibits and schedules hereto, the Corporation Letter and the other documents and certificates delivered pursuant to the terms hereof, and the Non-Disclosure Agreement set forth the final, complete and exclusive agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

9.13 Third Parties.

Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person other than the parties hereto or their successors and assigns any rights or remedies under or by reason of this Agreement.

9.14 Further Assurances.

Each of the parties hereto agrees that from time to time, at the request of any of the other parties hereto and without further consideration, it will execute and deliver such other documents and take such other action as such other party may reasonably request in order to consummate more effectively the Transactions. The parties shall cooperate with each other in such actions and in securing requisite

approvals. Each party shall execute and deliver both before and after the Closing such further certificates, agreements and other documents and take such other actions as the other party reasonably may request to consummate or implement the Transactions or to evidence such events or matters.

9.15 Representation by Counsel; Interpretation.

The Corporation on one hand and each of Parent and Sub on the other hand, each acknowledge that such parties have been represented by counsel in connection with this Agreement and the Transactions. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and any such right is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the Corporation, the Stockholders' Agent, and each of Parent and Sub.

9.16 Calendar Days.

All references to days shall be deemed to refer to calendar days unless this Agreement specifically refers to "business days," in which event Saturdays, Sundays, federal, New York, Florida, and Massachusetts holidays shall be excluded.

9.17 Severability.

In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein, unless such a construction would be unreasonable.

9.18 Costs and Attorneys' Fees.

In the event that any action, suit or other proceeding is instituted concerning or arising out of this Agreement or any of the Transactions contemplated hereunder, the prevailing party shall recover all of such party's costs and attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

"CORPORATION"

SI GOVERNMENT SOLUTIONS, INC.,
a Florida corporation

By: _____
Name: Gordon Burns
Title: CHAIRMAN

"PARENT"

RAYTHEON COMPANY,
a Delaware corporation

By: _____
Name: Jay B. Stephens
Title: Senior Vice President, General Counsel and Secretary

"SUB"

RAYTHEON SI GOVERNMENT SOLUTIONS, INC.,
a Florida corporation

By: Raytheon Company, a Delaware corporation
Its Sole Stockholder

By: _____
Name: Jay B. Stephens
Title: Senior Vice President, General Counsel and Secretary

"STOCKHOLDERS' AGENT"

_____
Gordon Burns

"MAJORITY STOCKHOLDERS"

_____
Gordon Burns

_____
Terry Gillette

_____
Helayne Ray

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

"CORPORATION"

SI GOVERNMENT SOLUTIONS, INC.,
a Florida corporation

By:_____
Name:
Title:

"PARENT"

RAYTHEON COMPANY,
a Delaware corporation

By:_____
Name: Jay B. Stephens
Title: Senior Vice President, General Counsel and Secretary

"SUB"

RAYTHEON SI GOVERNMENT SOLUTIONS, INC.,
a Florida corporation

By: Raytheon Company, a Delaware corporation
its Sole Stockholder

By:_____
Name: Jay B. Stephens
Title: Senior Vice President, General Counsel and Secretary

"STOCKHOLDERS' AGENT"

_____
Gordon Burns

"MAJORITY STOCKHOLDERS"

_____
Gordon Burns

_____
Terry Gillette

_____
Helayne Ray

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

"CORPORATION"

SI GOVERNMENT SOLUTIONS, INC.,
a Florida corporation

By:_____
Name:
Title:

"PARENT"

RAYTHEON COMPANY,
a Delaware corporation

By:_____
Name: Jay B. Stephens
Title: Senior Vice President, General Counsel and Secretary

"SUB"

RAYTHEON SI GOVERNMENT SOLUTIONS, INC.,
a Florida corporation

By: Raytheon Company, a Delaware corporation
Its Sole Stockholder

By:_____
Name: Jay B. Stephens
Title: Senior Vice President, General Counsel and Secretary

"STOCKHOLDERS' AGENT"

_____
Gordon Burns

"MAJORITY STOCKHOLDERS"

_____
Gordon Burns

_____
Terry Gillette

_____
Helayne Ray

Exhibit A

Articles and Bylaws of Surviving Corporation

[SEE ATTACHED]

CERTIFICATE ACCOMPANYING
AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
SI GOVERNMENT SOLUTIONS, INC.

Pursuant to the provisions of Section 607.1001, 607.1003 and 607.1007 of the Florida Business Corporation Act (the "Act"), the undersigned corporation, **SI GOVERNMENT SOLUTIONS, INC.** (the "Corporation"), a Florida corporation, certifies the following:

1. The name of the Corporation is **SI Government Solutions, Inc.**

2. The Amended and Restated Articles of Incorporation amend and restate the Corporation's Articles of Incorporation in their entirety.

3. The Amended and Restated Articles of Incorporation were adopted by the written consent of all of the members of the Board of Directors and the sole stockholder of the Corporation effective April 17, 2008. The number of votes cast for the amended and restated Articles of Incorporation by the sole stockholder was sufficient for approval.

IN WITNESS WHEREOF, the President of the Corporation has signed this Certificate as of April 17, 2008.

SI GOVERNMENT SOLUTIONS, INC.

By: Steven K. Hawkins
Name: Steven K. Hawkins
Title: President

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SI GOVERNMENT SOLUTIONS, INC.

Pursuant to Sections 607.1001, 607.1003, and 607.1007 of the Florida Business Corporation Act (the "Act"), **SI Government Solutions, Inc.** (the "Corporation") approves and adopts the following Amended and Restated Articles of Incorporation:

I.
Name

The name of the Corporation is **Raytheon SI Government Solutions, Inc.**

II.
Term of Existence

The Corporation will have perpetual existence thereafter.

III.
Principal Office

The principal office and mailing address of the Corporation is 870 Winter Street, Waltham, Massachusetts 02451.

IV.
Capital Stock

The Corporation is authorized to issue one thousand (1,000) shares of $.01 par value common stock, which will be designated Common Stock.

V.
Initial Registered Office and Agent

The street address of the initial registered office of the Corporation is 1200 South Pine Island Road, Plantation, Florida 33324 and the name of its initial registered agent at such address is CT Corporation System.

VI.
Directors

The Corporation will have four directors initially. The number of directors may be increased or decreased from time to time as provided in the bylaws of the Corporation, but the Corporation will always have at least one director.

VII.
Affiliated Transactions

The Corporation elects not to be governed by the requirements or other provisions regarding affiliated transactions of Section 607.0901 of the Act. Therefore, the terms of such section of the Act will not apply with respect to the approval, adoption, authorization, ratification or effectuation of any affiliated transactions involving the Corporation.

VIII.
Control Share Acquisitions

The Corporation elects not to be governed by the requirements or other provisions regarding control-share acquisitions of Section 607.0902 of the Act. Therefore, the terms and provisions of Section 607.0902 will not apply with respect to any control-share acquisition of any equity securities of the Corporation and the equity securities of the Corporation will have any and all other rights and privileges available under the Act.

IX.
Bylaws

The power to adopt, alter, amend or repeal bylaws will be vested in the Corporation's Board of Directors.

X.
Indemnification

The Corporation will indemnify any director or officer or any former director or officer, to the fullest extent permitted by law.

XI.
Amendment

These Articles of Incorporation may be amended in the manner provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on April 17, 2008.

By: _____
Name: Steven K. Hawkins
Title: President

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on March 26, 2008.

Brooke M. Bartleson

Brooke M. Bartleson, Incorporator

ACCEPTANCE BY REGISTERED AGENT

I accept the appointment as Registered Agent of the Corporation to accept service of process on its behalf, at the place designated in these Articles of Incorporation. I am familiar with, and accept, the obligations of my position as registered agent as provided for in the Act.

Dated: March 26, 2008.

C T Corporation System
Kristen Betzger
Vice President

RAYTHEON SI GOVERNMENT SOLUTIONS, INC.

BY-LAWS

ARTICLE 1

OFFICES

SECTION 1.1. Principal Business Office. The location of the principal business office of the Corporation and any additional offices shall be established as the Board of Directors may determine or the business of the Corporation may require.

ARTICLE 2

MEETINGS OF STOCKHOLDERS

SECTION 2.1. Place of Meetings. Each meeting of stockholders of the Corporation shall be held at such place as the Board of Directors may designate in the notice of such meeting or in a duly executed waiver of notice thereof, but if no such designation is made, then at the principal business office of the Corporation.

SECTION 2.2. Annual Meetings. An annual meeting of stockholders for the purpose of electing directors and transacting such other business as may properly be brought before the meeting shall be held on (a) the first Wednesday in May of each year, unless such day is a legal holiday in which case the meeting shall be held on the next succeeding business day that is not a legal holiday or (b) such other date and at such other time as the Board of Directors may determine.

SECTION 2.3. Special Meetings. Special meetings of stockholders may be called by the Board of Directors or stockholders owning capital stock of the Corporation having not less than one-third of the total voting power. Business transacted at any special meeting shall be confined to the purpose or purposes stated in the notice of such special meeting.

SECTION 2.4. Notice of Stockholders' Meetings. Notice of each meeting of stockholders, stating the date, time and place, and, in the case of special meetings, the purpose or purposes for which such meeting is called, shall be given to each stockholder entitled to vote thereat not less than 10 nor more than 60 days before the date of the meeting unless otherwise required by statute. Such notice shall be in writing and mailed to stockholders as their addresses appear on the records of the Corporation.

SECTION 2.5. Record Dates. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a future date as the record date, which shall not be more than 60 days before the date of such meeting or any other action requiring a determination by stockholders and with respect to any meeting shall not be less than 10 days before the date of the meeting.

SECTION 2.6. Quorum and Adjournments. The holders of a majority of the voting power of the shares of the Corporation entitled to vote, present in person or by proxy, shall constitute a quorum of stockholders for all purposes unless the representation of a larger proportion is required by statute or by the Corporation's Articles of Incorporation and, in such cases, the representation of the proportion so required shall constitute a quorum. Whether or not there is such a quorum, the person presiding at the meeting or the stockholders present or represented by proxy representing a majority of the shares present or represented may adjourn the meeting from time to time without notice other than an announcement at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting.

SECTION 2.7. Voting by Stockholders. Directors shall be elected by a plurality of the votes cast. If a quorum exists, action on a matter other than the election of directors submitted to stockholders entitled to vote thereon at any meeting shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by statute or the Articles of Incorporation.

SECTION 2.8. Proxies. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, provided the proxy is in writing, signed by the stockholder or such stockholder's authorized representative and delivered to the Secretary. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy.

SECTION 2.9. Voting Rights. Unless otherwise provided in the Articles of Incorporation or these By-Laws, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder.

SECTION 2.10. Action Without a Meeting. Unless otherwise restricted by the Articles of Incorporation or these By-Laws, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented thereto in writing. Such consent(s) shall be filed with the minutes of proceedings of the stockholders. Election by stockholders to fill a vacancy created by removal, if by written consent, requires the unanimous consent of all shares entitled to vote for the election of directors.

SECTION 2.11. Utilization of Florida Statutes §607.0704. Neither the Articles of Incorporation nor these By-Laws will be construed, interpreted or deemed to have, in any way, limited or prevented the utilization of Florida Statutes §607.0704.

ARTICLE 3

DIRECTORS

SECTION 3.1. Powers. The business of the Corporation shall be managed by the Board of Directors which may exercise all powers of the Corporation and do all lawful acts and things which are not by statute or by the Articles of Incorporation or these By-Laws directed or required to be exercised or done by the stockholders.

SECTION 3.2. Number, Election and Terms of Office. The number of directors which shall constitute the whole board shall be not less than one nor more than twelve. Directors shall be elected annually by the stockholders as provided in Sections 2.2 and 2.7 or elected in accordance with Section 3.3 of these By-Laws. Each director shall hold office until his or her successor is duly elected and qualified or until the earlier of his or her death, resignation or removal in a manner permitted by statute or these By-Laws.

SECTION 3.3. Vacancies. Vacancies occurring on the Board of Directors, except for a vacancy created by the removal of a director, and newly-created directorships resulting from any increase in the number of directors may be filled only by the affirmative vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Any director so chosen shall hold office for a term expiring at the next annual meeting of stockholders and until his or her successor is duly elected and qualified or until the earlier of his or her death, resignation or removal in a manner permitted by statute or these By-Laws. No decrease in the number of authorized directors constituting the Board of Directors shall shorten the term of any incumbent director. If there are no directors in office, an election of directors may be held in the manner provided by statute. Unless otherwise provided in the Articles of Incorporation, any vacancy created by the removal of a director or any vacancies which may be filled by directors and are not filled by the directors, shall be filled by the stockholders by the vote of a majority of the shares entitled to vote at a meeting at which a quorum was present or by unanimous written consent, as permitted in these By-Laws.

SECTION 3.4. Removal. Any director or the entire Board of Directors may be removed from office at any time, with or without cause, by the affirmative vote of the holders of at least a majority of the then outstanding shares of capital stock of the Corporation.

SECTION 3.5. Resignation. Any director may resign at any time upon written notice to the Corporation. A resignation shall be effective as of the time specified in the notice without acceptance thereof unless otherwise specified in such notice.

SECTION 3.6. Place of Meetings. The place of any meetings of the Board of Directors may be either within or without the State of Florida.

SECTION 3.7. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such dates, times and places as shall be determined by the Board of Directors.

SECTION 3.8. Special Meetings. Special meetings of the Board of Directors:

(a) may be called by the Chairman, or if none, the President; and

(b) shall be called by the Chairman, or if none, the President, upon the written request of a majority of the directors then in office, and in the case of death, disability or absence of the Chairman or President, the Secretary shall call the meeting upon such request.

SECTION 3.9. Notice of Meetings. (a) Notice of each meeting of the Board of Directors shall be given to each director in writing and delivered personally, mailed to his or her address appearing on the records of the Corporation, or given by telegram, cable, telephone, telecopy, facsimile or a nationally recognized overnight delivery service.

(i) Notice to directors by mail shall be given at least two business days before the meeting and shall be deemed to be given when mailed to the director at his or her address appearing on the records of the Corporation.

(ii) Notice to directors by telegram, cable, personal delivery, telephone or wireless shall be given a reasonable time before the meeting but in no event less than one hour before the meeting. Notice by telegram or cable shall be deemed to be given when the telegram or cable addressed to the director at his or her address appearing on the records of the Corporation is delivered to the telegraph company. Notice by telephone or wireless shall be deemed to be given when transmitted by telephone or wireless to the telephone number or wireless call designation appearing on the records of the Corporation for the director (regardless of whether the director shall have personally received such telephone call or wireless message), provided confirmation of transmission shall be made promptly by telegram or cable in the manner specified above.

(b) Meetings of the Board of Directors may be held at any time and for any purpose without notice when all members of the Board of Directors are present.

SECTION 3.10. Quorum; Voting. Except as provided in Section 3.3, a majority of the directors of the Corporation, but not fewer than one, shall constitute a quorum, unless the Board of Directors consists of only one director, in which case the sole director shall constitute a quorum, for the transaction of business at all meetings of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. All questions shall be decided by vote of a majority of the directors present, unless otherwise specifically provided by law or these By-Laws.

SECTION 3.11. Informal Action. Unless otherwise restricted by statute or the Articles of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all directors or by all members of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or of such committee.

SECTION 3.12. Attendance by Conference Telephone. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting by means of conference telephone or similar communications equipment which permits all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

SECTION 3.13. Committees. The Board of Directors may from time to time, in its discretion, by resolution passed by a majority of the whole board, designate and appoint from the directors committees of one or more persons which shall have and may exercise such lawfully delegable powers and duties conferred or authorized by the resolutions of designation and appointment. The Board of Directors shall have power at any time to change the members of any such committee, to fill vacancies and to discharge any such committee.

ARTICLE 4

WAIVER OF NOTICE

SECTION 4.1. Waiver of Notice. Whenever any notice is required, a waiver thereof signed by the person entitled to such notice and filed with the minutes or corporate records, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of any person at any meeting of stockholders or directors shall constitute a waiver of notice of such meeting, except when such person attends only for the express purpose of objecting, at the beginning of the meeting (or in the case of a director's meeting, promptly upon such director's arrival), to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting.

ARTICLE 5

OFFICERS

SECTION 5.1. Designation; Number; Election. (a) The Chairman of the Board of Directors, if any, shall be elected by and from the Board of Directors.

(b) The Board of Directors shall elect a president, a treasurer and a secretary.

(c) In addition, the Board of Directors, may elect one or more vice presidents, assistant treasurers and assistant secretaries, and such other officers as it shall deem necessary.

(d) One person may hold more than one office at the same time if the duties of such officers as provided by these By-Laws may be properly and consistently performed by one person.

SECTION 5.2. Term of Office; Removal; Vacancies. An officer elected by the Board of Directors shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders and until his or her successor is chosen and qualified or until his or her earlier death, resignation or removal. Any officer elected by the Board of Directors may be (i) suspended, at any time, by the Chairman, if any, until the Board of Directors convenes, and (ii) removed at any time by the affirmative vote of a majority of the Board of Directors. Vacancies occurring among officers elected by the Board of Directors may be filled at any time by the Board of Directors.

SECTION 5.3. Compensation of Officers. The Board of Directors shall have the authority to fix compensation of the officers.

SECTION 5.4. Chairman of the Board of Directors. (a) Subject to control and supervision by the Board of Directors, the Chairman shall have general management and oversight of the administration and operation of the Corporation's business and general supervision of its policies and affairs. He or she shall see that all orders and resolutions of the Board of Directors and of any committee thereof are carried into effect.

(b) The Chairman shall (i) preside at all meetings of the stockholders and of the Board of Directors, and have plenary power to set the agenda, determine the procedure and rules of order and make definitive rulings at meetings of stockholders; (ii) be the chief executive officer of the Corporation and have the powers and perform the duties incident to that position; (iii) have power to appoint officers

for any operating division who, as such, shall not be officers of the Corporation; and (iv) have such other powers and perform such other duties provided in these By-Laws or assigned by the Board of Directors.

SECTION 5.5. President. In the absence of a Chairman of the Board of Directors, the President shall have all of the duties and powers assigned in Section 5.4. Subject to control and supervision by the Board of Directors and the Chairman, if any, the President shall have the powers and duties provided in these By-Laws or assigned by the Board of Directors or the Chairman and have the usual powers and duties pertaining to the office.

SECTION 5.6. Secretary. Subject to control and supervision by the Board of Directors, the Chairman, if any, or such officer as the Chairman may designate, the Secretary shall attend and record proceedings of meetings of stockholders and directors; have such other powers and duties provided in these By-Laws or assigned by the Board of Directors or the Chairman or such officer as the Chairman may designate; and have the usual powers and duties pertaining to the office.

SECTION 5.7. Assistant Secretaries. The assistant secretaries shall have the powers and duties provided in these By-Laws or assigned by the Chairman or the Secretary. In the absence or disability of the Secretary, they shall have all his or her powers and duties.

SECTION 5.8. Treasurer. Subject to control and supervision by the Board of Directors, the Chairman, if any, or such officer as the Chairman may designate, the Treasurer shall propose financial policies, negotiate loans, be responsible for the maintenance of proper insurance coverages, and have custody of the funds and securities of the Corporation; have such other powers and duties provided by these By-Laws or assigned the Board of Directors or the Chairman or such officer as the Chairman may designate; and have the usual powers and duties pertaining to the office.

SECTION 5.9. Assistant Treasurers. The assistant treasurers shall have the powers and duties provided in these By-Laws or assigned by the Chairman or the Treasurer. In the absence or disability of the Treasurer, they shall have all his or her powers and duties.

SECTION 5.10 Vice Presidents. Each vice president shall have the powers and duties provided in these By-Laws or assigned by the Board of Directors, the Chairman or the President. The Board of Directors may designate one or more of such vice presidents as executive, senior or assistant vice presidents.

ARTICLE 6

CONDUCT OF BUSINESS

SECTION 6.1. Corporate Authority. (a) The Chairman, or in the absence of a Chairman, the President, acting singly may sign any document incident to the business of the Corporation, including without limitation contracts, instruments, agreements (including agreements evidencing indebtedness), and checks and other negotiable instruments for the disbursements of Corporate funds.

(b) The Chairman, or in the absence of a Chairman, the President, from time to time may delegate to any other officer or any employee of the Corporation or any of its subsidiaries all or any portion of the authority granted to such officer pursuant to subsection (a) of this Section 6.1, provided that such delegation shall be without the power of redelegation.

(c) A certified copy of these By-Laws may be furnished as evidence of the authorities herein granted, and all persons shall be entitled to rely on such authorities in the case of a specific contract, conveyance or other transaction without the need of a resolution of the Board of Directors specifically authorizing the transaction involved.

SECTION 6.2. Voting and Transfer of Stock. (a) Any elected officer acting singly may (i) execute and deliver on behalf of the Corporation proxies on stock owned by the Corporation appointing a person or persons to represent and vote such stock at any meeting of stockholders, with full power of substitution, and alter or rescind such appointment; (ii) attend and vote at any meeting of stockholders of any corporation in which the Corporation holds stock; (iii) exercise any and all rights and powers incident to the ownership of such stock, which, as the owner thereof, the Corporation might have possessed and exercised if present; and (iv) execute and deliver such forms of transfer or assignment customary or necessary to effect a transfer of stocks or other securities standing in the name of the Corporation.

(b) Each elected officer from time to time may delegate to any other officer or any employee of the Corporation or any of its subsidiaries all or any portion of the authority granted to such officer pursuant to subsection (a) of this Section 6.2, provided that such delegation shall be without the power of redelegation.

(c) A corporation or person transferring any such stocks or other securities pursuant to a form of transfer or assignment so executed shall be fully protected and shall be under no duty to inquire whether the Board of Directors has taken action in respect thereof.

ARTICLE 7

STOCK CERTIFICATES AND THEIR TRANSFER

SECTION 7.1. Stock Certificates. (a) The shares of the Corporation shall be represented by a certificate or shall be uncertificated.

(b) Certificates for shares of stock of the Corporation shall be signed by either the Chairman, President or Vice President and by the Treasurer, Secretary or an assistant secretary, and shall not be valid unless so signed. Such certificates shall be appropriately numbered and contain the name of the Corporation and that the Corporation is organized under the laws of the State of Florida, the name of the registered holder, the number of shares and the date of issue.

(c) In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer at the date of issue.

SECTION 7.2. Transfer of Shares. Upon surrender to the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction. No certificate shall be issued in exchange for any certificate until the former certificate for the same number of shares of the same class and series shall have been surrendered and canceled, except as provided in Section 7.4.

SECTION 7.3. Regulations. The Board of Directors shall have authority to make rules and regulations concerning the issue, transfer and registration of certificates for shares of the Corporation.

SECTION 7.4. Lost, Stolen and Destroyed Certificates. The Corporation may issue a new certificate or certificates for shares in place of any issued certificate alleged to have been lost, stolen or destroyed upon such terms and conditions as the Board of Directors may prescribe.

SECTION 7.5. Registered Stockholders. The Corporation shall be entitled to treat the holder of record (according to the books of the Corporation) of any share or shares as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other party whether or not the Corporation shall have express or other notice thereof, except as expressly required by statute. The Corporation may, in its discretion, recognize the vote of a beneficial owner of shares, in accordance with Florida Statutes §607.0724.

ARTICLE 8

INDEMNIFICATION

SECTION 8.1. Indemnification. The Corporation shall indemnify any person against any liability arising by reason of the fact that he or she is or was a director, or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, to the fullest extent allowed under the Business Corporation Act of the State of Florida.

ARTICLE 9

GENERAL

SECTION 9.1. Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and end on December 31 each year.

SECTION 9.2. Severability. If any provision of these By-Laws, or its application thereof to any person or circumstances, is held invalid, the remainder of these By-Laws and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 9.3. Amendments. These By-Laws may be amended, added to, rescinded or repealed by the affirmative vote of at least a majority of the Board of Directors except as otherwise provided by law.